2026 - 2030

Power and Water Enterprise Agreement

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement will be known as the 2026 – 2030 Power and Water 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** means 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 Power and Water Enterprise Agreement;

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

(d) **Band 2.3** means the salary that an employee receives at the third pay point of Band 2 in the Administrative and Corporate Services salary structure;

(e) **casual employee** is defined in the PSEM Act and means an employee employed to work as and when required from time to time;

(f) **child** means a child of the person, including a child by birth, an adopted child or step-child. It does not matter whether the child is an adult;

(g) **CEO** means the Chief Executive Officer of Power and Water Corporation or their delegated officer where applicable;

(h) **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;

(i) **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;

(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** 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) **employee** means a person employed within Power and Water under the PSEM Act;

(o) **employer** means the Commissioner for Public Employment;

(p) **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;

(q) **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.

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

(s) **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;

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

(u) **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 de facto partner of the employee.

(v) **JCC** means the Joint Consultative Committee;

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

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

(y) **MyPlan** means an individual achievement process under Power and Water's performance achievement system;

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

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

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

(cc) **ordinary time** means the ordinary hours prescribed in clause 76 (Hours of Work (non shiftworkers) and days that an employee is usually required to work;

(dd) **overtime** means additional hours, other than ordinary time, actually worked that would attract an overtime payment as applicable in clause 80 (Overtime);

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

(ff) **PPC & E** means Personal Protective Clothing and Equipment;

(gg) **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;

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

(ii) **Power and Water** means the Power and Water Corporation. The reference to Power and Water can also mean the CEO, or delegated officer, acting on behalf of Power and Water where a clause requires action or decision making under the Agreement or PSEM Act;

(jj) **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.

(kk) **RDO** means rostered day/s off;

(ll) **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);

(mm) **salary** means, for the purpose of clause 80 (Overtime), an employee's base salary plus any higher duties allowance;

(nn) **shiftworker** for the purposes of the NES and this Agreement, means an employee who is required to work over a roster cycle that includes any of the 7 days of the week, who is regularly rostered to work Sundays and public holidays;

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

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

(qq) **time off in lieu (TOIL)** means additional time accrued and taken on a time for time (single time) basis;

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

(ss) **year** means a calendar year.

4. Parties Covered by this Agreement

This Agreement covers the:

(a) The Commissioner;

(b) The 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 Power and Water 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 75 (Northern Territory Allowance;

(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 39 (Remote Localities) of this Agreement.

(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 this 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 Power and Water 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, network and asset growth, and new business opportunities, are necessary to ensure the efficiency and productivity of Power and Water, 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) zero harm to all employees;

(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 and Standards of Behaviour

Employees are required to undertake their duties, having regard to Employment Instruction 12 – Code of Conduct and the Power and Water Standards of Behaviour. Power and Water will make a copy of both available 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 Power and Water, 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 the employee's original work location.

8.4 In recognition of its commitment to employment security, Power and Water 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 Redeployment and redundancy entitlements applicable to employees are set out in Schedule 4.

9.2 Transfer of employment

(a) 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 Power and Water 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.

(b) The NES 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:

(i) the second employer recognises the employee's service with Power and Water; or

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

A. 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 Power and Water immediately before termination; and

B. recognises the employee's service with Power and Water,

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 Power and Water 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 2 – CONSULTATION AND DISPUTE RESOLUTION

12. Health and Safety

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 Power and Water is committed to protecting the health, safety and welfare of all of our employees. To give effect to this commitment, Power and Water has established and will maintain a Work Health and Safety Management System (WHSMS) in accordance with Employment Instruction 11 and will provide for:

(a) The establishment of committees and/or workgroups including Health and Safety Representatives (HSRs);

(b) regular meetings;

(c) representation of employees and business units; and

(d) appropriate communication of safety material to employees (e.g. bulletins, intranet articles, minutes of meetings etc).

12.3 Where there are concerns regarding the effectiveness of the WHSMS, these may be escalated to the JCC.

12.4 In acknowledgement of Power and Waters's goal of "Zero Harm" and consistent with its Corporate safety values, both the employer and its 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, including:

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

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

(c) ensuring that all safety equipment purchased by Power and Water complies with relevant Australian Standards;

(d) continuation of appropriate mandated safety training; and

(e) provision of appropriate safety training and resources for members of safety committees.

12.5 Fatigue management

(a) In order to limit the risk of fatigue-related impairment where an employee is on call, the following work arrangements shall apply:

(i) 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;

(ii) 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

(iii) variations to clause 12.5(a)(i) and 12.5(a)(ii) 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.

(b) Managing of employee's working hours and utilisation of options to ensure that hours do not reach a level that compromises health and safety including 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).

(c) To address working hours and fatigue issues where required, Power and Water will consider the following:

(i) redesign of work processes;

(ii) review of organisational structures;

(iii) training and development; and

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

12.6 Employee obligations

(a) Employees are actively required to promote and encourage safety in the workplace by participation in, and commitment to, Power and Water'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.

12.7 Fitness for work

(a) Power and Water will have fitness for work procedures to manage risks associated with fatigue, alcohol and other drugs and physical impairments.

(b) Significant changes to the fitness for work procedures will be undertaken in consultation with employees and their representatives through the JCC.

(c) The fitness for work procedure dealing with the management of alcohol and other drug impairments will incorporate the following agreed principles:

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

(ii) compliance with privacy principles;

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

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

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

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

12.8 Medicals

(a) An employee may request a job specific periodic medical at Power and Water's expense every 2 years from the date of commencement.

(b) Should the periodic medical indicate a job related medical condition, the employee will advise Power and Water of the condition so that measures can be agreed upon to address the matter.

(c) 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 Power and Water.

12.9 Appropriate Workplace Behaviour

(a) The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour, discrimination and bullying.

(b) The parties recognise that there are a number of key policy and procedures the highlight employee and employer obligations with respect to appropriate workplace behaviour. These include, but are not limited to:

(i) Employment Instruction 12 (Code of Conduct);

(ii) Power and Water Standards of Behaviour;

(iii) Employment Instruction 13 (Appropriate Workplace Behaviour);

(iv) Power and Water Appropriate Workplace Behaviour Procedure; and

(v) Policy for the Prevention of Sexual Harassment in the Workplace.

(c) The employer will take all reasonably practicable steps to:

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

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

(d) The employer is committed to improving the work health and safety of all employees.

12.10 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 Power and Water is sufficiently resourced to enable employees to perform their job within their ordinary hours plus any reasonable additional hours. To enable this, the employer 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 Power and Water 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

(ii) if no resolution is agreed within 3 months, the matter will be escalated to the relevant Executive General Manager for further consideration who will:

A. acknowledge receipt within 7 days; and

B. respond in writing to employee concerns in a timely manner

(c) In addition, overall workload trends may be reported to the JCC.

12.11 Rest breaks

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.

13. Dispute Settling 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 By-law issued under the PSEM Act, clauses 13.6 (Internal Resolution) and 13.7 (Conciliation) will apply.

13.4 An employee who has a grievance about their treatment in employment can, as an alternative, choose to have the decision reviewed in accordance with section 59 of the PSEM Act.

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 *Power and Water 2021 – 2026 Enterprise Agreement*, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settling 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 Power and Water 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.

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 their own motion, or after application by any party, satisfied them self 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 may appoint a representative for the purposes of the procedures in this clause if:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the CEO of the identity of the representative;

14.3 The CEO must recognise the representative and deal with them in good faith.

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

14.5 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) Power and Water 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) Power and Water 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) Power and Water will consult with the JCC 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.

14.6 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 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.

14.7 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;

(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, 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 their representative (if any).

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

15. Joint Consultative Committee

15.1 The JCC is a forum to regularly consult on the implementation of significant organisational and attitudinal reforms.

15.2 The charter for the JCC 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 JCC.

15.3 The scope and terms of reference of the joint working parties established under clause 15.2(d) will be developed by the members of the JCC to reflect commitments arising under this Agreement.

15.4 The parties acknowledge that the JCC makes recommendations to the Executive Leadership Team, but is not a decision making body.

15.5 Power and Water and the JCC 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 JCC will not consider the application, interpretation or modification of the terms and conditions of employment governed by this Agreement.

16. Use of Contractors for Core Work

16.1 General

(a) Power and Water will require and continue to use contractors to carry out Core Work.

(b) The parties recognise and accept that circumstances arise in Power and Water where the use of contractors is both desirable and/or essential.

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

(d) Consultation and resolution of disputes in relation to use of contractors 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;

(ii) not for profit organisations (excluding indigenous enterprises or organisations); and

(iii) apprentice provider organisations.

(f) For the avoidance of doubt, the use of contractors and this clause 16 does not extend to:

(i) Power and Water's subsidiary Indigenous Essential Services (IES) Pty Ltd or the use of contractors in remote Aboriginal communities and outstations where Power and Water or IES provide services; and

(ii) functions associated with Gas Services, regulatory compliance and/or administrative support.

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 Power and Water; or

(b) the type of work or specialisation required is beyond the capacity of the resources or staff of Power and Water;

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

(d) the security of employment of employees engaged in Power and Water will not be impaired by the use of contractors. In particular, Power and Water 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) Power and Water 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 reasonable 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 regularly in their role, the employer 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 Power and Water 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:

(i) 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); and

(ii) Floor Aggregate Rates means the floor aggregate rates of pay for the relevant core roles, including rate of pay and allowances, relating to Core Work as defined in clause 16.6. The floor aggregate rates are provided for in clause 16.9.

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

16.6 Core Work Definitions

(a) Core Work means activities directly associated with:

(i) the operation, construction and routine maintenance of assets and systems;

(ii) planning and infrastructure delivery;

(iii) plant and equipment operations;

(iv) information and communications technology; and

(v) customer services.

(b) The definition of Core Work does not apply to work that is ancillary work to the contract or work of a specialist nature.

Note: Ancillary work Includes, for example, but is not limited to; earthworks, building structure, fire systems, security systems, painting, plumbing and other work that is not core functions of Power and Water.

16.7 Consultation

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

(b) As Power and Water 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 Power and Water conducts its business.

(c) 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.

(d) A Contractors Consultative Committee will be convened with nominated employee representatives and Power and Water management to:

(i) discuss the use of contractors and outsourcing arrangements with the relevant section of the workforce and union and their delegates as part of a structured business unit and work planning process;

(ii) 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; and

(iii) provide a regular formal forum for quarterly reviews on the use of contractors in conjunction with a rolling 12 month forward works program.

16.8 Contract Compliance and Supervision

(a) Power and Water will develop appropriate contract management skills within Power and Water 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.

(b) With reference to clauses 16.5(c) and 16.5(d), Power and Water will examine all relevant information contained within the relevant contract to ensure compliance.

(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 Power and Water procedures, including involvement of appropriate internal (and, where necessary, external) parties set out in relevant procedures.

16.9 Floor Aggregate rate of pay under clause 16.5(d):

(a) The floor aggregate rate of pay will be determined as an hourly rate comprised of the following:

(i) the base salary of the classification stream in which the work would normally be performed as provided in Schedule 1;

(ii) Consolidated Disability Allowance for Technical Coordinator, Technical Specialist, Trade Technical and Controller positions; and

(iii) Annualised shift penalty allowance for Controller positions as provided for in clause 45 (Controller Salary Arrangements).

17. Resourcing

17.1 Power and Water is committed to staffing levels being appropriate to ensure:

(a) the delivery of services;

(b) work is done safely;

(c) fatigue management; and

(d) employees can take appropriate breaks.

17.2 The Power and Water Executive Leadership Team will, with consideration to the Statement of Corporate Intent (SCI), continue to monitor resourcing and workload issues including:

(a) work planning and scheduling;

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

(c) operational systems, networks and emerging technologies and practices.

17.3 Power and Water recognises that employees should be able to maintain a healthy life balance, and that appropriate staffing levels can assist the management of workplace conditions including, but not limited to:

(a) work scheduling;

(b) on-call and additional hours;

(c) access to leave; and

(d) the impact and avoidance of fatigue.

17.4 Where a vacancy occurs as a result of leave, and will, or is likely to extend beyond 3 months, Power and Water will review the work unit and scheduling priorities and health and safety implications, and if necessary, make all reasonable attempts to fill any resource gap.

17.5 The JCC may make recommendations to the CEO on resourcing matters, who may consider amongst other issues, taking into account clause 17.1 and clause 17.2.

18. Work Organisation

18.1 Employees must work flexibly to suit changing work needs. To ensure effective and efficient operations:

(a) Power and Water 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 or peripheral 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.

18.2 Power and Water will consult with the JCC in respect of proposed substantial change to production, program, organisation, structure, or technology that is likely to have a significant effect on employees.

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

19. Use of Surveillance Technology

19.1 Power and Water 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, Power and Water will manage any discipline process in accordance with the NTPS Discipline Handbook.

19.3 In accordance with the NTPS Discipline Handbook, 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 from 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 technologies in areas such as power, water and sewage networks systems; and the introduction of artificial intelligence (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 Power and Water to operate in a commercial environment.

20.3 Power and Water will provide notification in writing to relevant employees, and the JCC, 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 Power and Water 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 the Power and Water's approved AI governance and acceptable use frameworks.

20.7 Power and Water 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 Delegate Rights

21.1 For the purpose 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 the Northern Territory Public Sector.

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

21.2 Power and Water recognises the:

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

(b) legitimate right of the delegate's organisation to represent those members and workers eligible to become members.

21.3 An employee formally elected as a workplace delegate in Power and Water 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 their relevant Executive General Manager (EGM) 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 EGM 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 interest of eligible workers conducted or approved by the delegate's organisation.

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

(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 if 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 general staff notice boards.

21.8 Delegate's 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) Power and Water 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 JCCs, 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 Power and Water facilities (including telephone facsimile, photocopying, internet and email facilities, meeting rooms, 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 delegate's organisation;

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

(vii) maintaining the confidentiality of Power and Water 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 to hold individual discussion 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 entitlements 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 the CEO, including reasonable codes of conduct and requirements in relation to occupation 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 enterprise and is unable to obtain access after taking reasonable steps.

21.9 Where this 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.

21.10 Subject to NTPS payroll systems, Power and Water will provide facilities for the deduction and remittance of the delegate's organisations fees for eligible workers who request in writing to have such fees deducted from their salary.

PART 3 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

22. Recognition of Prior Employment

22.1 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 Power and Water 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 per week, provided that Power and Water 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:

(a) outside the span of hours as specified in clause 76.2, except where the employee is a shiftworker; or

(b) in excess of 36.75 hours per week.

25.5 Where an Undergraduate employee is employed on a part-time basis is:

(a) directed to perform additional hours in excess of their agreed hours then overtime is payable in accordance with clause 80 (Overtime); or

(b) requests, and is approved, to perform additional hours for in excess of their agreed hours, then the provisions of clause 78 (Flexible Working Hours (Flextime)) of the Agreement will apply.

25.6 Power and Water 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.

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

25.8 Entitlement to apply for a pay progression or bonus in accordance with clauses 49 (Pay Progression) and 50 (Performance Achievement) will be on the basis of having participated in a MyPlan cycle 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; and

(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 entitlement 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 and 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 Flexibility 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 if the arrangement:

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

(i) arrangements about when work is performed;

(ii) meal breaks;

(iii) availability allowance;

(iv) overtime rates;

(v) recreation leave loading;

(vi) penalties; or

(vii) allowances.

(b) meets the genuine needs of the CEO and the employee; and

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

28.2 The CEO must ensure that the terms of the individual flexibility arrangement:

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

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

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

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 as meeting.

28.5 The CEO must ensure that the individual flexibility arrangement:

(a) is in writing;

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

(c) includes details of:

(i) the terms of the 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) 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 Commissioner 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 Commissioner's approval.

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

(a) by giving written notice of not more than 28 days to the other party to the arrangement; or

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

28.8 An individual flexibility arrangement terminated in accordance with clause 28.7(a) ceases to have effect at the end of the period of notice.

28.9 An employee may choose to be represented by their nominated representative in relation to the development and implementation of an individual flexible arrangement.

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

29. Variation to Working Arrangements for Groups of Employees

29.1 A group of employees and Power and Water 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, flextime or longer and/or more frequent unpaid breaks during the day;

(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 had been made;

(d) include a mechanism to terminate and/or review the agreed work arrangements;

(e) be recorded in writing and approved by the CEO; and

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

29.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.

29.4 Relevant unions will be consulted on the proposed arrangements prior to approval by the CEO.

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, Power and Water 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 85.9 Recreation Leave at Half Pay – doubles the period of recreation leave when leave is taken at half pay;

(c) clause 93 Flexible Lifestyle (Purchased) 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 78 Flexible Working Hours (Flextime);

(f) clause 76 averaging ordinary hours of work within the span of hours – used where regular time off is required;

(g) clause 111 Special Leave Without Pay; and

(h) clause 89.17(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 Power and Water'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(jj).

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 the 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 the 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 A hosted apprentice is not an employee for the purposes of clause 3(n) of this Agreement.

31.2 Power and Water is committed to being a host employer of apprentices and will have a targeted intake of 10 hosted apprentices each year, with a guaranteed minimum intake of 8, including females and people from diverse cultures.

31.3 Power and Water will increase hosted apprentice numbers in strategic areas, where current vacancies exist and adequate supervisory ratios can be achieved.

31.4 Power and Water 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 Power and Water's Employee Assistance Program in accordance with established guidelines.

31.5 On the successful completion of their apprenticeship, Power and Water:

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

(b) may approve a request from the successful apprentice to commence a second relevant qualification, and hosted by Power and Water.

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

31.6 An offer of ongoing employment will be at the discretion of Power and Water 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.

31.7 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 86.2(a); and

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

(i) long service leave, subject to clause 88; and

(ii) parental leave, subject to clause 89.

31.8 An existing employee of Power and Water entering into an apprenticeship with Power and Water 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 The salary maintenance provisions in clause 31.8 only apply where an existing Power and Water employee has been selected for an apprenticeship through an internal expression of interest process and does not apply where apprentices are engaged through external processes with an NTPS apprentice employer.

31.10 An apprentice will be accompanied by a qualified Trade Technical tradesperson during trade related work.

31.11 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.

31.12 Power and Water will ensure, as far as reasonably practicable, that apprentice rotations will provide enough exposure across the trade, including contractor or other placements to assist in the completion of the apprenticeship.

32. Graduates

32.1 Power and Water is committed to providing a Graduate Program for Graduates in the Administrative and Corporate Services and Science and Engineering Professional classifications and will guarantee a minimum intake of 2 Graduates each year.

32.2 The commencing salary for a Graduate shall be in accordance with Schedule 3.

32.3 On successful completion of the Graduate Program a Graduate may be transferred to an available position in accordance with Schedule 3.

33. Trainees

33.1 Power and Water is committed to continuing as a host employer of Trainees and will guarantee a minimum intake of 2 Trainees each year.

33.2 On the successful completion of their traineeship a Trainee may be offered ongoing employment in accordance with Schedule 3.

34. Probation

Probation processes within Power and Water shall be in accordance with the PSEM Act, including a 6 month probationary period upon commencement of ongoing employment, with the option for Power and Water to extend this period by a further 6 months.

35. Termination, Resignation or Abandonment of Employment

35.1 Notice of Termination by the CEO

(a) Subject to clause 35.1(d) below, in order to terminate the employment of an employee, Power and Water will give the employee the following notice in accordance with the employee's 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 if the employee is over 45 years old and has completed at least 2 years continuous service with Power and Water.

(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 have 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.

35.2 Notice of Termination by Employee (Resignation)

(a) In order to terminate their employment with Power and Water, an employee will give the following notice in accordance with his or her 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 35.2(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 Power and Water for the employee to give shorter notice than the period specified in clause 35.2(a) the agreement will be recorded in writing by Power and Water and the employee will not forfeit any salary.

35.3 Power and Water will provide a statement of service if requested by the employee.

35.4 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 Power and Water 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 35.4(a) above, the employee will be terminated subject to the minimum notice periods in clause 35.2.

36. Relief for Regional Centres

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

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

36.3 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 Power and Water as soon as practicable;

(d) the supervisor will notify the Executive General Manager of the business unit that a request has been received from the regional centre and keep them informed of the progress to provide relief staff.

36.4 Power and Water recognises that the appropriate resourcing of regional centres, as referred to in clause 36.1, is essential for:

(a) delivering essential services;

(b) managing the risks of fatigue; and

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

37. Training and Development

37.1 Power and Water acknowledges the important contribution of training as a continuous improvement strategy resulting in greater efficiencies and enhanced capability and career opportunities for employees.

37.2 Training and development opportunities will be:

(a) planned and budgeted for;

(b) relevant to the stated outcomes in Power and Water's Statement of Corporate Intent and Business Unit Plans; and

(c) subject to operational requirements.

37.3 Planning for training and development opportunities is a shared responsibility between Power and Water managers and employees, with relevant training and development needs identified, agreed and approved during the annual performance achievement process.

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

38. Timesheet Recording

Employees involved in repairs and maintenance or capital expenditure projects are required to record time worked against approved work orders on a general apportionment basis to help ensure improved:

(a) job and asset costing;

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

(c) service delivery to the community.

39. Remote Localities

39.1 Subject to clauses 39.2 and 39.3 below, the terms and conditions set out in the following instruments, as varied from time to time, apply to Power and Water 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 determination; and

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

39.2 A 100% rental concession will apply to all employees residing in Power and Water supplied accommodation in a remote locality.

39.3 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).

39.4 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 39.4(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 Commissioner; 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.

39.5 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.

40. Laundry Facilities

40.1 Power and Water will establish appropriate laundry facilities at its major industrial sites to provide for the laundering of heavily soiled PPC & E.

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

41. Right to Disconnect

41.1 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.

41.2 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).

41.3 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.

41.4 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).

41.5 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.

41.6 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 41.4.

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

(a) perform reasonable additional hours, overtime, a period of on-call 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 on-call, 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 on-call availability.

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

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

41.10 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.

42. Diversity and Disability in the Workplace

42.1 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.

42.2 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.

42.3 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 4 – RATES OF PAY AND RELATED MATTERS

43. Salaries and Allowances

43.1 Salary rates and structures are shown in Schedule 1.

43.2 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 73 and Northern Territory Allowance at clause 75):

(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.

43.3 The First Aid (as it applies to nominated first aid officers not in receipt of the Consolidated Disability Allowance), High Voltage, Tool and Overtime Meal Allowances will be adjusted annually in accordance with the 3% salary increases contained in clause 43.2.

43.4 The Motor Vehicle; Relocation; Accommodation in conjunction with fares out; Travelling; Hardship; and Professional Development allowances; and the Remote Employee Electricity Subsidy; 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 Commissioner 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.

43.5 The Dual Trade Market, Availability, Extra Duty, Team Leader, Consolidated Disability, and Pre-eminent Professional Allowances are expressed as a percentage of salary and therefore do not require adjustment.

43.6 The reimbursement for Damaged Clothes and Tools (clause 69), and Northern Territory Allowances, along with any bonuses payable under this Agreement, are not adjustable.

43.7 Technical Coordinator Salary Restructure

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

(i) removal of pay points 1 and 2 of the Technical Coordinator salary range provided for under *2021-2026 Power and Water Enterprise Agreement* (the previous Agreement); and

(ii) retention of pay points 3 to 6 of the previous Agreement, with salary increases applied accordance with clause 43.2

43.8 Employees employed at the pay points 1 and 2 of the previous Agreement immediately prior to the commencement of this Agreement shall:

(a) transition to the new minimum Technical Coordinator pay point 1 on commencement of this Agreement (i.e. equivalent to pay point 3 of the previous Agreement); and

(b) for the purpose of clause 43.2, receive back pay of salary being the difference between their nominal salary under the previous Agreement, and the new minimum Technical Coordinator pay point 1:

Technical Coordinator	Salary effective 17/7/2025	New minimum pay point 1 - 16/7/2026	Difference per annum
Pay point 1	$148 139	$166 834	$18 695
Pay Point 2	$154 911		$11 923

43.9 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 of 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 1 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 Power and Water 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 this Agreement.

44. Integrity of Payments

44.1 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.

44.2 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) 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.

(c) Subject to clause 44.2(b), 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.

(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.

44.3 Rectification of underpayments

(a) Where an underpayment is determined by Power and Water, the Payroll team 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 in the first instance. Power and Water will support Payroll to rectify an underpayment (including any applicable superannuation) to an employee as soon as reasonably practicable.

45. Controller Salary Arrangements

45.1 Definitions:

(a) Controller means those classifications and titles referred to in clause 45.2; and

(b) Authorised Status means being assessed as competent in accordance with established guidelines.

45.2 Controllers employed at Power and Water's System Control, must be assessed by the Executive General Manager, or their delegate, as competent to work permanently on the shift roster without supervision achieving Authorised Status as:

(a) a Network Controller;

(b) a Generation Controller; or

(c) a Senior Network Controller.

45.3 Entry and progression criteria for Controllers are provided in Schedule 3.

45.4 A Controller may seek a review of the decision if unsuccessful in achieving Authorised Status in accordance with Power and Water's Internal Complaints and Disputes Management Procedure.

45.5 In managing shift rosters during identified peak leave periods and to support equitable access to leave while ensuring operational requirements, consideration will be given to an employee's previous approved leave requests for the same peak period in prior years.

45.6 Controllers who work on the shift roster will be paid an annualised allowance equal to 43% of salary (including Consolidated Disability Allowance, which count as salary for all purposes). The annualised allowance will be in lieu of the following entitlements:

(a) any and all availability allowance provisions provided for in clause 56;

(b) shiftwork provisions provided for in clauses 83.5 to 83.8; and

(c) recreation leave loading shift penalty provisions provided for in clause 91.1(b).

45.7 All additional hours performed in excess of rostered hours will be paid at the relevant overtime rates.

45.8 The annualised allowance recognises that Controllers work a cyclic 24/7 shiftwork roster. The Controllers shiftwork roster will provide for an average of 36.75 hours per week to be worked over a relevant roster cycle e.g. 14 weeks.

45.9 The System Control roster will provide coverage for 24/7 shift coverage for the 'operational' shifts for roles as provided in clause 45.2. The roster will also include 'non-operational' shifts which are primarily used for backfilling 'operational' vacancies.

45.10 To manage the risk of fatigue and to ensure a Controller is fit for an 'operational' role, and who is directed by Power and Water to change a shift for operational reasons may be stood down without loss of pay:

(a) on a 'non-operational' rostered day or day or afternoon shift immediately preceding an 'operational' night shift; or

(b) for 2 'non-operational' shifts that directly follow a roster round of 2 night, 2 day and 2 afternoon shifts; or

(c) where a Controller's roster is changed for operational reasons required by Power and Water such as project work that results in a shortfall.

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

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

45.13 The annualised allowance will:

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

(b) be paid in lieu on resignation but not as a result of termination of employment under Part 7 or 8 of the PSEM Act; and

(c) count as salary for superannuation purposes.

Additional Public Holidays – Shift Penalty Payments / Recreation Leave Credits

45.14 The annualised allowance at clause 45.6 includes payment for Public Holiday shiftwork provisions contained in clauses 83.5 to 83.8 across 7 days per week, and is inclusive of all gazetted Public Holidays at the commencement of this Agreement.

45.15 An Operator who works on any new additional public holidays 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.

45.16 A Controller who is rostered off duty, on any new additional gazetted public holidays not covered by this Agreement, shall be credited with recreation leave, or paid ordinary pay where they have excess leave, in accordance with clause 83.8 of the Agreement.

46. NTESMO Structural Separation

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

46.2 Where, as a result of structural separation, an employee covered by this Agreement is required to perform work within NTESMO, that employee will continue to be covered by the terms and conditions of this Agreement, subject to clause 46.3 below.

46.3 The terms and conditions of this Agreement will continue to apply to those employees until such time as a new enterprise agreement for NTESMO and has been negotiated with the relevant parties, approved by the Fair Work Commission, and the employee is subsequently transferred to NTESMO in accordance with section 35 of the PSEM Act.

47. Technical Coordinator Salary Arrangements

47.1 For the purposes of this clause, a reference to Technical Coordinators (TCs) means Technical Coordinators and Senior Technical Coordinators.

47.2 TCs assist in ensuring Power and Waters strategic objectives are realised at the operational level.

47.3 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 TCs, Power and Water has an outcomes focused salary package arrangement for TCs.

47.4 The parties recognise that an outcome of *the 2010 – 2013 Power and Water Enterprise Agreement* was for an additional hours component equating to approximately 265 hours per annum is rolled into the base salary of TCs, on the following basis:

(a) Power and Water expects TCs to embrace leadership capability and development initiatives comprising part of Power and Water'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 TCs 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 80), Call Out (clause 81), Extra Duty Allowance (clause 58) or annualised salary payments that TCs would otherwise be entitled to under this Agreement.

47.5 TCs who are required to participate in a call out roster will be entitled to the Availability Allowance specified under clause 56.

47.6 Subject to operational requirements, to facilitate other flexible work options TCs may request to access the flexible work arrangements in accordance with clause 30.

47.7 TCs are not eligible to be paid for overtime (clause 80) and call out arrangements (clause 81) for additional hours, until the demonstrated completion of 12 additional hours per fortnight (pay cycle) in accordance with the following:

(a) where a TC is required to attend the workplace or Power and Water work site, all additional hours performed count toward the 12 additional hours component on a 1 for 1 basis; or

(b) where a TC is required to travel to or from or between regional and/or remote locations, excess travel time will count towards the 12 additional hours component on a 1 for 1 basis; or

(c) where a TC responds to telephone calls or computer alarms and is not required to attend the workplace or Power and Water work site:

(i) a minimum of one hour will count towards the 12 additional hours component or the actual time worked, whichever is the greater; however

(ii) subsequent calls or alarms received within the first one hour will not count towards the 12 additional hours component.

Examples

a) Two 10 minute calls received 30 minutes apart (first call at 7.00pm and second call at 7.30pm) will provide 1 hour being allocated to the 12 additional hours component;

b) For an alarm response of 10 minutes at 7.00pm, followed by 30 minute phone call at 9.00pm to 9.30pm, are 2 separate events and will provide for 2 minimum periods of 1 hour being allocated to the 12 additional hours component.

c) For an alarm received at 6.00pm followed by a telephone call at 7.30pm requiring 2 hours of work, are 2 separate events and will provide for a total of 3 hours being allocated to the 12 additional hours component.

d) Travel from Alice Springs to Tennant Creek on a Sunday e.g. 1:00pm to 6:00 pm, a total of 5 hours will count towards the 12 additional hour component.

47.8 To support the management of workloads, STCs and TCs will be required to record all additional hours worked in a Power and Water supported system. Recording of additional hours will be in accordance with clause 47.7.

48. Corporate Safety Initiative

48.1 In support of Power and Water's commitment to continual improvement in its safety record, a corporate safety initiative will facilitate eligibility for an annual:

(a) individual safety bonus is based on an employee's successful achievement against individual safety targets agreed during the performance achievement process provided for in clause 50 (Performance Achievement); and

(b) corporate safety bonus based on Power and Water's achievement against corporate safety targets (note: attainment of the Individual Safety Bonus is a pre-condition for eligibility for the Corporate Safety Bonus).

(c) The individual and corporate safety bonus payment rates are provided for in clause 50.18 (Performance Achievement)

48.2 An employee will be ineligible for individual and corporate safety bonus payments where they have been found to have committed a breach of safety within the MyPlan cycle.

48.3 The bonuses will be paid to eligible employees on the pay day of the first pay period commencing on or after 1 August of the year of assessment, subject to attainment of safety targets.

48.4 Individual safety targets are set out in Schedule 5.

48.5 Corporate safety targets will be set and agreed through the JCC as soon as practicable following 1 July each year, annually. Where agreement is not reached the corporate safety targets provided for in Attachment 5 of *the 2015 – 2018 Power and Water Enterprise Agreement* will apply.

49. Pay Progression

49.1 Automatic annual pay point progressions do not apply to Power and Water.

49.2 Subject to clause 49.5, an employee will be eligible for pay point progression within the relevant classification, subject to attainment of a minimum overall score rating of 3 in accordance with clauses 50.7 and 50.8 (Performance Achievement).

49.3 Subject to clause 49.2, where an employee's temporary placement in a higher classification level, that constitutes a promotion, spans 2 MyPlan cycles (i.e. crosses over 1 July), the employee may elect to receive:

(a) pay point progression in the classification for the temporary promotion; or

(b) the Top of Band Bonus provided for in clause 50.18 (Performance Achievement) based on the employee's nominal classification level.

Note: An employee not at the top of the band will receive pay progression in their nominal role if they successfully complete their MyPlan in the higher classification.

49.4 Where an employee is promoted within the MyPlan cycle they will be eligible for:

(a) pay progression or Top of Band Bonus where they have completed a minimum of 6 months at the respective pay point/classification to which they where promoted; or

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

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

Note: Clause 49.4(a) and 49.4(b) are both subject to meeting MyPlan performance provisions at the respective classification being applied.

49.5 An employee will be ineligible for pay progression where the employee:

(a) has not completed all mandated training or any identified training required for an employee's role within the MyPlan cycle; or

Note: Clause 49.5(a) will not apply where an employee is unable to complete training due to the absence of scheduled training or training provider or where an employee is absent on approved leave or operational purposes.

(b) has not completed timesheet recording requirements as required under clause 38 (Timesheet Recording) for an employee's role within the MyPlan cycle; or

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

49.6 In addition to meeting the requirements for a pay progression under Power and Water's performance achievement system, a pay progression for Trainees and Undergraduates is conditional on satisfactory completion of the requirements of their course of study.

49.7 With exception of employees employed in the Controller classification, 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.

49.8 For employees employed in the Controller classification, progression to a higher classification level within the stream is subject to established guidelines and subject to Schedule 3.

50. Performance Achievement

50.1 The Power and Water performance achievement system (the MyPlan) is designed to:

(a) encourage high work performance aligned with strategic objectives; and

(b) ensure individuals within the organisation are all working in a manner consistent with Power and Water's values and behaviours.

50.2 Employees are required to participate in the MyPlan process and will be eligible for an annual bonus or pay point progression as outlined in clause 50.18, based on performance over the previous 12 months up until 30 June of each year.

50.3 Employees are required to participate in the MyPlan process irrespective of whether they wish to be considered for pay progression or relevant bonus payments in accordance with Employment Instruction 4 - Employee Performance Management and Development Systems.

50.4 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 a attaining a pay point progression subject to the requirements of clause 49.2 (Pay Progressions).

50.5 Employees who qualify for a pay progression or an annual bonus, under clause 50.18 will receive the pay progression effective from the first pay period commencing on or after 1 August of the year of assessment.

50.6 For the avoidance of doubt, the first eligible payments under the Power and Water performance system (MyPlan), as set out in clause 50.18, will be payable as soon as practicable from the first pay period commencing on or after 1 August of the year of assessment or following completion of a delayed assessment.

50.7 To be eligible for pay progression under clause 49 (Pay Progression) and bonus payments under this clause and clause 48 (Corporate Safety Initiative) an employee must be assessed on the following elements of the performance achievement system (MyPlan):

(a) what corporate and individual objectives have been delivered (which could include team objectives); and

(b) how those objectives were delivered (demonstration of corporate values and behaviours).

Note: Reference to the corporate objectives means the individual's contribution to the objectives.

50.8 The following process will be utilised to facilitate the MyPlan process:

(a) the employee's MyPlan will be developed for a 12 month period from 1 July to 30 June annually;

(b) changes to an employee's MyPlan will be agreed between the employee and the manager; and

(c) the employee's MyPlan will be reviewed within 6 months of commencement.

Note: The 6 month review will allow sufficient time for corrective action where an employee may not be meeting the MyPlan criteria.

(d) the employee's end of cycle MyPlan must be completed by 30 September annually to be eligible for pay progression or bonus payments. The relevant Senior Manager may approve an extension to the completion date in exceptional circumstances.

50.9 Information collected through the MyPlan process will form part of the employee's employment record in accordance with Employment Instruction 9 and must comply with the Information Privacy Principles set out in the *Information Act 2002*.

50.10 Subject to clause 50.11, an employee will be eligible for Top of Band (TBB) and Safety bonus payments in accordance with clause 50.18 who, as a result of the assessment in clause 50.7, has received a minimum overall score rating of 3.

Note: Power and Water policy, as varied from time to time, requires employees to participate in the MyPlan process for a minimum of 3 months, (in total), to be eligible for the safety bonus payments and, a minimum of 6 months (in total) to be eligible for pay point progression or TBB. For the

avoidance of doubt, an employee must have a MyPlan in place and be working towards the relevant targets, no later than 31 December each year, to be eligible for pay progression and TBB payments.

Note: An employee is expected to be performing their normal hours of duty with respect to the 3 and 6 month MyPlan participation requirements.

50.11 An employee will be ineligible for TBB where the employee:

(a) has not completed all mandated training or any identified training required for an employee's role within the MyPlan cycle; or

Note: Clause 50.11(a) will not apply where an employee is unable to complete training due to the absence of scheduled training or training provider or where an employee is absent on approved leave or operational purposes.

(b) has not completed timesheet recording requirements as required under clause 38 (Timesheet Recording) for an employee's role within the MyPlan cycle; or

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

50.12 The parties recognise that the $500 Administrative and Corporate Services (ACS) Supplementary bonus that applied under the *2021 – 2026 Power and Water Enterprise Agreement* ceased and was included into the salary rates on 18 July 2024.

50.13 An employee who is unsatisfied or disagrees with the proposed criteria in the MyPlan, or an assessment against the criteria may, in the first instance, request their senior manager to review the proposed criteria or assessment.

50.14 Where an employee achieves an overall rating below 3, the Senior Manager People may, in exceptional circumstances, approve pay progression or a TBB payment. Where approval is not given, the employee may proceed under the process in clause 50.15.

50.15 Where the manager and employee still disagree on the proposed criteria, or assessment outcome, the following will occur:

(a) The Senior Manager People will form a 'MyPlan Review Panel' comprised of:

(i) the Senior Manager People, or their delegate;

(ii) a union delegate; and

(iii) any other appropriate person identified by the panel.

(b) The Senior Manager People, or their delegate, will chair the review panel who will consider the merits of the assessment; and

(c) The review panel will then make a decision regarding the MyPlan assessment outcomes.

50.16 Where the employee still disagrees on the assessment outcome:

(a) the matter will be referred to the relevant Executive General Manager (EGM) who will make a decision considering any additional material the employee may provide; and

(b) where the matter is not resolved by the EGM, the matter will be referred to the CEO for review.

50.17 Where the matter is not resolved under clause 50.16 the appropriate grievance review mechanisms under the PSEM Act will apply.

50.18 Bonus Payments

Bonus	Minimum overall rating	Bonus / Pay Point
Safety Bonus		
Individual Safety Bonus	3	$500
Corporate Safety Bonus	3	Up to $500
Top of Band Bonus		
Band 1 ACS employees at top pay point	3	$1,750
Band 2 ACS employees at top pay point	3	$2,250
Band 3 ACS employees at top pay point	3	$2,750
Band 4 ACS employees at top pay point	3	$3,250
Undergraduate employees at top pay point	3	$1,750
ACS Graduate	3	$1,750
PR Graduate	3	$2,250
Band 2 PR employees at top pay point	3	$2,250
Band 3 PR employees at top pay point	3	$2,750
Band 4 PR employees at top pay point	3	$3,250
TC employees at top pay point	3	$2,750
STC employees at top pay point	3	$3,250
TS employees at top pay point	3	$2,750
STS employees at top pay point	3	$2,750
Network Controller employees at top pay point	3	$2,250
Senior Network Controller employees at top pay point	3	$3,250
Generation Controllers employees at top pay point	3	$2,750
TT employees at top pay point	3	$2,250
Trade Assistant employees at pay point 6 of the TT classification	3	$2,250

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

51.1 Unless provided for in this clause, where an employee who is, or has acted, in a higher classification level, and has achieved a respective pay point in accordance with clause 49 (Pay Progression) and 50 (Performance Achievement), will have the pay point recognised if the employee is subsequently promoted on an ongoing basis.

Technical Coordinators and Technical Specialists

51.2 Subject to clauses 51.3 and 51.4, an employee employed at the maximum salary point of either a Technical Coordinator (TC) or Technical Specialist (TS) classification immediately

prior to promotion may, at the discretion of the CEO, be promoted above the base salary point of the STC or the STS classification.

51.3 The exercise of the CEO's discretion under clause 51.2 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 51.3(a), the employee will be promoted to the minimum pay point of the applicable classification.

51.4 An employee employed at the TS 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 pay point 2 of the STC classification.

51.5 The CEO may approve promotion to a pay point above pay point one of the TC only where the employee has at least 12 months experience in the TC classification.

51.6 With reference to the requirements of clauses 51.4 and 51.5, progression to a higher pay point within the TC or STC classification will be subject to clause 49 (Pay Progression) of the Agreement.

51.7 For short term development opportunities of 6 weeks or less in a TC or STC role, a partial higher duties allowance may be considered in accordance with clause 59.2 (Higher Duties Allowance) of the Agreement.

Science and Engineering Professionals (PRs)

51.8 In consideration of prior experience, special expertise or qualifications, an employee employed in the Science and Engineering Professional classification may, at the discretion of the CEO, be promoted above the base salary of the Science and Engineering Professional classification.

52. Superannuation

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

52.2 The employer will make the minimum superannuation contributions to a superannuation fund for the benefit of an employee as 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.

52.3 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.

52.4 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.

52.5 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.

53. Salary Sacrifice for Employer Superannuation

53.1 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 for 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).

54. Salary Sacrifice Packaging

54.1 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 5 – ALLOWANCES AND SPECIAL RATES

55. Dual Trade Market Allowance

55.1 The parties agree that the terms of Determination Number 1087 of 2008 providing for a dual trade market allowance for employee's stationed in a power station with a generating capacity greater than 8 Megawatts, and performing the duties of a Technical Specialist or Instrument Tradesman, will continue to operate for the duration of this Agreement.

55.2 The allowance will count as salary for all purposes.

56. Availability Allowance

56.1 Subject to clause 56.2, 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 Power and Water's particular operational requirements on a given day,

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

56.2 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.

56.3 Clause 56.2 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.

57. Consolidated Disability Allowance

57.1 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, Controller or Technical Specialist stream as they have been absorbed into salary rates of 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.

57.2 A Trade Technical or Controller employee exposed to extreme heat, height or dirty work, wet work or work in restricted and confined spaces (that may be found in lines work, power stations, pipelines, tunnels and sewerage treatment plants or lagoons) or other conditions and circumstances of a like nature, will be paid a fortnightly consolidated disability allowance equivalent to 6% of the Band 2.3 fortnightly salary rate.

57.3 Employees in the Technical Specialist stream working in the conditions described in clause 57.2 will also be paid the consolidated disability allowance on an intermittent or as incurred basis where they meet the criteria for payment for the majority of time in a given pay period.

57.4 The allowance will count as salary for all purposes.

58. Extra Duty Allowance

58.1 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 80) 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).

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

58.3 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%

58.4 In special cases the CEO may determine a further additional hours component to that stated in clause 58.3(f), which will not count as salary for any purpose.

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

58.6 The call out component is based on a percentage of the 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%

58.7 Subject to any relevant governing legislation and clause 58.4, the additional hours component and the call out component of the EDA will count as salary for the following purposes:

(a) superannuation;

(b) workers compensation purposes;

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

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

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

58.8 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.

58.9 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.

58.10 The annual forecast of work referred to in clause 58.9 will consider periods of approved paid leave. Where an employee takes leave throughout a calendar year which may result in the forecasted hours not being performed, corrective action will include ceasing or reducing the allowance accordingly.

58.11 Both initial requests and subsequent requests for review of EDA will require the approval of the CEO. In relation to the annual review process, General Managers are required to submit supporting information regarding the proposed utilisation of EDA within their business unit 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.

59. Higher Duties Allowance

59.1 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.

59.2 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.

59.3 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.

59.4 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.

Note: This should only be used for short term higher duties arrangements and should not be used if backfilling a vacancy is more appropriate.

59.5 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.

59.6 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 Administration 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.

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

(a) clause 57 Consolidated Disability Allowance;

(b) clause 58 Extra Duty Allowance;

(c) clause 62 High Voltage (HV) Allowance; and

(d) a current period of Higher Duties Allowance.

60. Professional Development Allowance

60.1 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.

60.2 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 the employee's 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 that may incorporate more than one years' allowance, e.g. an overseas conference; and

(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.

60.3 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 Power and Water;

(c) subscriptions to technical / business publications;

(d) the purchase of technical books; and

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

60.4 The Professional Development Allowance is not paid as a substitute for Power and Water development programs.

61. Pre-eminent Professional Allowance

61.1 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.

61.2 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.

62. High Voltage (HV) Allowance

62.1 For the purposes of this clause:

(a) "HV" means "High Voltage"; and

(b) "Regular basis" means at least once per month.

62.2 An employee will be paid a fortnightly full time HV Allowance (HVA) at the rate specified in Schedule 2 when:

(a) performing the duties of a HV Field Operator on a full-time basis; or

(b) working within a HV Field Operator role on a full-time basis continuously for a minimum period of 4 weeks.

62.3 An employee will be paid a fortnightly regional HVA at the rate specified in Schedule 2 when:

(a) permanently residing in a regional or remote area and:

(i) is deemed suitably competent, qualified and authorised by Power and Water; and

(ii) undertakes complex HV field switching and/or zone sub-station switching on a regular basis.

62.4 To determine whether a particular task is complex HV and/or zone sub-station switching, Power and Water may require an employee in a regional or remote area to provide records of the task/action.

62.5 The allowance will count as salary for all purposes.

63. Relocation Allowance

63.1 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 Power and Water, the employee may be paid a relocation allowance to assist with their immediate accommodation needs.

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

(a) an employee only; and

(b) an employee with a resident family unit.

63.3 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 Power and Water.

63.4 Where an employee is provided with accommodation, Power and Water may approve payment of a relocation allowance of a once only payment of one fortnights allowance, irrespective of whether an accommodation cost is incurred.

63.5 Where an employee is not provided with accommodation Power and Water may approve payment of a relocation allowance for a period of up to:

(a) 6 fortnights; or

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

64. Relocation Expenses – Employment or Transfer

64.1 Where on employment, 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, Power and Water 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 Power and Water to assist the person to relocate.

64.2 Power and Water 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.

64.3 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.

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

64.5 An employee may, with the approval of Power and Water, 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.

64.6 The insurance in clause 64.5 does not include insurance payable for:

(a) collections or valuables; or

(b) motor vehicles.

64.7 Power and Water will not accept any liability for loss or damage in respect of removal of items under clause 64.6.

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

64.9 Any payment made under this clause is in addition to any payment made under the Relocation Allowance.

65. Team Leader Allowance

65.1 For the purposes of this clause, Team Leader Allowance applies to the following classifications:

(a) Administrative and Corporate Services Band 2;

(b) Science and Engineering Professional Band 2;

(c) Network Controllers;

(d) Trade Technical; and

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

65.2 An employee may be appointed as a Team Leader if the employee is responsible for supervising a work team comprising:

(a) 4 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.

65.3 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 Power and Water), 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.

65.4 Team Leaders will receive a fortnightly allowance equivalent to 5.6% of the Band 2.3 fortnightly salary rate.

66. Travelling Allowance

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

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

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

(a) where Power and Water provides reasonable accommodation and/or meals at no cost to the employee, regardless of whether the employee utilises the Power and Water 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.

66.4 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 Executive General Manager may consider the type of accommodation provided and review the travel allowance payable and substitute it with an alternative amount.

67. Hardship Accommodation Allowance

67.1 In addition to applicable travel allowance under clause 66 (Travelling Allowance), employees utilising Power and Water accommodation facilities annexed to remote power stations will be entitled to a hardship accommodation allowance at the rate specified in Schedule 2 in recognition of the noise and hardship experienced when staying in these facilities compared with standard accommodation.

68. Tool Allowance

68.1 Power and Water will provide tradespersons with all necessary power tools and specific purpose tools.

68.2 An employee will give a receipt for any tools provided to them by Power and Water.

68.3 An employee will replace or pay for any tools supplied by Power and Water which are lost as a result of negligence on the part of the employee.

68.4 Where Power and Water 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.

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

69. Reimbursement for Damaged Clothes and Tools

69.1 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, Power and Water 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 Power and Water.

69.2 Power and Water will provide a suitable and secure weatherproof lockup for the purpose of storing an employee's tools. Upon the production of receipts Power and Water 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 Power and Water's premises. Such compensation will not exceed $490.

69.3 Any employee will, if requested to do so, provide Power and Water with a list of their tools used or stored on Power and Water's premises.

70. Motor Vehicle Allowance

70.1 An employee who by agreement with Power and Water uses their own vehicle on Power and Water'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 Power and Water against any liability with respect to any claim brought against it for which the employee is indemnified under any such insurance.

71. First Aid Allowance

71.1 Except for employees for whom clause 57 (Consolidated Disability Allowance) applies, a person holding a nationally accredited Provide First Aid (HLTAID011) qualification or equivalent / amended from time to time and who is appointed as a Power and Water first aid officer, will be paid an allowance at the rate set out at Schedule 2.

71.2 The allowance will count as salary for all purposes.

71.3 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.

72. Attraction and Retention Payments (Technical Employees)

The Attraction and Retention Payments are intended to support the attraction and retention of Technical employees to live and work in designated regional and remote locations.

Eligibility

72.1 This clause only applies to ongoing or fixed period employees who:

(a) permanently reside in any of the following eligible locations: Alice Springs, Katherine, Tennant Creek and Yulara; and

(b) are substantively and nominally employed in the Trade Technical, Technical Specialist, Senior Technical Specialist, Technical Coordinator and Senior Technical Coordinator classifications under this Agreement.

72.2 Eligibility will be determined on a common date every 2 years based on the commencement date of this Agreement.

72.3 An employee must have been residing for at least 6 months in the eligible location at the time the payment is due. This requirement does not apply to the first payment made to current eligible employees on commencement of this Agreement.

72.4 Part time employees will receive the allowance based on a pro rata basis of their weekly hours at the common eligibility date.

Cessation of Eligibility

72.5 Eligibility for the payment ceases in any of the following circumstances, when an employee:

(a) no longer resides or works in an eligible location;

(b) is no longer required by Power and Water to perform duties in that location; or

(c) ceases employment with Power and Water;

(d) where the employee:

(i) has been found to have inability or performance grounds as confirmed and managed in accordance with the NTPS Inability and Unsatisfactory Performance Handbook and Part 7 of the PSEMA; or

(ii) has committed a breach of discipline as confirmed and managed in accordance with the NTPS Discipline Handbook and Part 8 of the PSEMA.

Payment Arrangements

72.6 Current employees employed and residing in an eligible location on the commencement date of this Agreement will:

(a) receive the applicable payment specified in Schedule 2; and

(b) be paid for the applicable ongoing payments specified in Schedule 2 every 2 years after the commencement date of this Agreement.

72.7 New employees recruited to, or current employees transferred to, and permanently residing in an eligible location after the commencement date of this Agreement, will receive the payment specified in Schedule 2 on a pro rata basis.

General

72.8 Periods of leave without pay that do not count as service will be considered in the qualifying time calculations and therefore reduce the payment on a pro rata basis.

72.9 Employees who currently reside in, and transfer to another regional or remote area, will have the allowance adjusted on a pro rata basis as determined by their time in the respective location.

72.10 For the avoidance of doubt, payment under this clause does not apply where an employee temporarily transfers to an eligible location e.g. for the purpose of backfilling a position of higher duties.

72.11 Attraction and Retention payments do not count for any purpose except where required by legislation.

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

73. Community Language Allowance

73.1 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.

73.2 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.

73.3 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 73.4.

73.4 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 73.9) 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 the agency, and each 12 months after if they remain entitled to receive the Allowance.

73.5 Subject to clause 73.6, 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.

73.6 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.

73.7 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.

73.8 Written translation work and more complex interpreter work is not to be required of an employee receiving the Allowance.

73.9 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/ that 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.

73.10 The Allowance shall not be paid to an employee if the NAATI certification or recognition under clause 73.9 has expired.

73.11 Where the employee's language competence has already been assessed in accordance with clause 73.9 prior to applying for the Allowance, the CEO may decide that no further testing is required.

73.12 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.

73.13 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.

73.14 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.

73.15 The Allowance is payable during all periods of paid leave if it would have been paid but for the taking of paid leave.

73.16 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.

74. Industry Specific Skills Allowance

74.1 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) Controller (previously “Operator”); and

(e) Trade Technical.

74.2 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.

75. Northern Territory Allowance

75.1 An employee who was in receipt of Northern Territory Allowance on 4 July 2019 will be eligible to continue to receive the allowance as per PSEM By-law 26 and By-law 49, subject to satisfying the annual review requirements.

75.2 Where an employee who is eligible to receive the allowance under clause 75.1 ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purpose.

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

76. Hours of Work (Non-shiftworkers)

76.1 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.

76.2 The span of hours will be 6.00am – 6.00pm Monday to Friday.

76.3 The actual hours of attendance and the timing and taking of accumulated hours (including RDO, TOIL and flextime), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to Power and Water, its customers and the workforce, and specifically ensuring that there is ordinary time cover within the span of hours, staffing levels permitting.

76.4 Staggered start and finish times may be used in the performance of ordinary hours to accommodate operational requirements and the personal needs of employees.

76.5 Rosters/coverage will be prepared in consultation with employees and agreed with individual employees within each business unit.

76.6 An employee may be required to work reasonable additional hours at any time that the employee is required.

76.7 Employees are expected to be available to work reasonable additional hours if required by Power and Water. 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 Power and Water 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.

77. Rostered Days Off (TCs and TTs)

77.1 For the purposes of this clause, a reference to Technical Coordinators (TCs) means Technical Coordinators and Senior Technical Coordinators.

77.2 Technical Coordinator (TC) and Trade Technical (TT) employees are entitled to the following rostered day off (RDO arrangements. The flextime provisions of clause 78 (Flexible Working Hours (Flextime)) apply to all other (non-shiftwork) employees.

77.3 Unless varied by mutual agreement to suit work scheduling or personal arrangements:

(a) In exchange for working 8.16 hours per day, a TC or TT employee is entitled to one RDO per fortnight, which will be rostered on a Friday; and

(b) If a TC or TT employee is rostered for call out on an RDO, the employee may take the RDO on another day.

77.4 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.

77.5 Up to 5 RDOs may be "banked" by agreement between a TC or TT employee and Power and Water, provided that an RDO must be used at an agreed time within 3 months from the date on which it was banked.

77.6 Where agreement cannot be reached in relation to the timing for use of banked RDOs, the RDOs will be cashed out at single time.

77.7 Subject to clause 77.8 RDOs do not accrue whilst an employee is on any form of paid or unpaid leave.

77.8 RDOs may accrue whilst an employee is on personal or recreation leave provided the relevant leave balance is reduced in line with clause 77.3(a).

78. Flexible Working Hours (Flextime)

78.1 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 Power and Water's requirements.

78.2 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.

78.3 Administrative and Corporate Services, Science and Engineering Professional, 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 being 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.

78.4 For avoidance of doubt, the provisions of this clause do not apply to Trade Technical, Technical Coordinator or Senior Technical Coordinator employees. The provisions of clause 77 (Rostered Days Off – TC and TTs) apply respectively to those classifications.

78.5 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.

78.6 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 Power and Water, 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.

78.7 Hours worked towards the accrual of flextime credits accrue on a time for time (i.e. single time) basis.

78.8 Subject to clause 78.9, a maximum of 5 days worth of flextime credits may be "banked" by agreement between an employee and Power and Water. 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 4 week period, the employee and manager must have a discussion to plan a way to address the excess credit within the next 4 weeks.

78.9 Upon written request, the CEO may approve banking of flextime arrangements outside of the parameters set out in clause 78.8 if the employee considers that an exception from the general rule is appropriate in the circumstances.

79. 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.

80. Overtime

80.1 An employee in the Band 4 ACS or Band 4 PR classification, or in another classification, who is eligible and in receipt of an allowance in lieu of overtime or an extra duty allowance is not eligible to be paid for overtime work.

80.2 Technical Coordinators will be eligible for overtime payment upon demonstrated completion of the 12 additional hours component in accordance with clause 47.7.

80.3 The CEO may permit Senior Technical Coordinators to be eligible for overtime payment if there are exceptional circumstances upon demonstrated completion of the 12 additional hours component in accordance with clause 47.7.

Note: Whilst subject to CEO approval, examples of exceptional circumstances may include the activation of the NT Emergency Management arrangements or where an Incident Management Team has been 'stood up' or any other situation determined exceptional by the CEO.

80.4 Overtime work is not to be performed without prior approval being given by Power and Water.

80.5 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; or

(c) impact unreasonably upon the employee's personal life, including family responsibilities; or

(d) are inconsistent with established guidelines dealing with hours of work.

80.6 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 80.6(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 80.6(b) is with pay at ordinary time.

80.7 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 in clause 80.6, 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.

80.8 Minimum Payment for Telephone and Computer Alarms

(a) Telephone calls and computer alarms where an employee is required to respond or perform duty (when the employee does not need to leave home to respond) will be paid at double time for a minimum of one and a half hours or the actual time worked, if greater.

(b) The minimum payment period provided for in clause 80.8(a) is not payable for notification only alarms.

(c) Subsequent calls or alarms received within the minimum period of payment will not attract a further minimum payment.

80.9 Rest Relief – Telephone Calls and Computer Alarms

(a) For the purposes of this clause, an interruption to rest arising from telephone calls or computer alarms will be considered with regard to the frequency and duration of the disturbances in accordance with clause 80.9(b).

(b) Where an employee receives multiple telephone calls or computer alarms over an extended period such that they are unable to obtain a continuous rest period of at least 4 hours, the disturbance will be taken to constitute a material interruption to rest, and the employee will be entitled to rest relief in accordance with clause 80.6.

80.10 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. Subsequent attendances occurring within the minimum payment period will not count as a separate attendance.

Example: On a Saturday, where an employee is called back to duty from 6:00 am to 7:00 am, they are entitled to a minimum payment of 4 hours overtime covering the period 6:00 am to 10:00 am. If the employee is subsequently called back from 9:30 am to 11:30 am, the period from 9:30 am to 10:00 am is already covered by the initial 4-hour minimum payment. The period 10:00 am to 11:30 am forms part of a 'continuous' period and therefore attracts payment of 1.5 hours of overtime only

(b) Overtime work commencing prior to midnight on one day and continuing into the next day, counts as one attendance.

80.11 Application of overtime provisions in call-back situations

(a) Where an employee in receipt of Availability Allowance or the call out component of the Extra Duty Allowance is required to:

(i) 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; or

Note: "Scheduled or pre-planned" overtime means overtime that is scheduled or approved in advance (at least 24 hours before) of the work being performed, including overtime that is rostered as part of a programmed works schedule.

(ii) respond to telephone calls and computer alarms, where the employee does not need to leave home, the provisions of clause 80.10 will apply.

(b) In all other circumstances, the provisions of clause 81 (Call Out Arrangements) will apply.

80.12 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 80.13.

(b) Excess travelling time is payable to an employee who receives a salary that is:

(i) at or below the first pay point of the Band 2; or

(ii) in the Trade Technical classification, only when the employee is required to travel to or from or between regional and/or remote locations; or

(iii) in the Technical Coordinator classification, only when the employee is required to travel to or from or between regional and/or remote locations.

Note: Refer to clause 47.7 (Technical Coordinator Salary Arrangements) for eligibility requirements for Technical Coordinators to access excess travelling time.

(c) For the avoidance of doubt, Senior Technical Coordinators are excluded from excess travelling time payments however, they are entitled to access TOIL subject to completion of 12 additional hours per fortnight in accordance with clause 47.7.

(d) An employee who receives a salary in excess of the first pay point of 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.

(e) 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.

(f) Payment for excess travelling time does not affect an employee's entitlement to any other allowance.

80.13 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.

81. Call Out Arrangements

81.1 Power and Water is an essential service provider and the provision of these services necessitates employees being available for call out on a 24/7 basis.

81.2 Call out refers to a situation where an employee in receipt of Availability Allowance, or the call out ratio of the Extra Duty Allowance, who is rostered to be available to return to work outside of the span of hours, is required to return to work.

81.3 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.

81.4 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.

81.5 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.

81.6 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 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 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 System Control that the employee has completed the allocated work and returned home).

(e) Where the actual hours worked during any single call out or multiple call outs (cumulative) is less than 3 hours, the manager may stand down an employee without loss of pay.

(f) Subject to clause 81.4, regardless of any entitlement to a rest period, an employee who is rostered for call out must remain available for call out.

81.7 Call out times and minimum payments

(a) Subject to clause 81.7(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.

82. Meal Breaks and Overtime Meal Allowances

82.1 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 or more than one hour.

82.2 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.

82.3 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 the employee becomes 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 one and a half 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 one and a half 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) Power and Water and the employee concerned may agree to a variation of this provision to accommodate particular circumstances, but in no case will Power and

Water 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 the employee 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 82.3(c) to 82.3(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 Power and Water 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.

83. Shiftwork

83.1 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 8.00 pm.

(c) **night shift** means any shift starting at or after 8.00 pm and before 6.00 am.

83.2 The ordinary working hours of shiftworkers will be 36.75 hours 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.

83.3 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 (Health and Safety)

83.4 Power and Water may require an employee to work a different shift to their rostered shift. An employee's shift will not be changed by Power and Water 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.

83.5 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%

83.6 Penalty rates for shiftwork 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.

83.7 Penalty rates in clauses 83.5 and 83.6 are not cumulative, with rates in clause 83.6 substituting clause 83.5.

83.8 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 the employee is 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.

83.9 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.

83.10 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 the employee has had 10 consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during that absence.

83.11 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.

83.12 Reasonable additional hours and overtime for shiftworkers will be subject to clauses 76.6 and 76.7 (Hours of work (non-shiftworkers)).

PART 7 – TYPE OF LEAVE AND PUBLIC HOLIDAYS

84. Public Holidays

84.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.

84.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act 1981* (NT).

84.3 An employee will observe any day proclaimed or gazetted as a public holiday.

84.4 Payment for work on a public holiday is specified in clause 80 (Overtime).

84.5 Power and Water 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.

85. Recreation Leave

85.1 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 week of 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 85.1(a)(iii)); and

(iii) an additional 7 consecutive days, including non-working days, paid recreation leave per year for 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(nn). For the purpose clause 85.1(a)(iii) the 7 consecutive days are calculated based on the ordinary weekly hours of duty at clause 83.2 i.e. 36.75 hrs.

(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 clauses 85.1(a)(iii).

85.2 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.

85.3 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.

85.4 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.

85.5 Granting of Leave

(a) Subject to Power and Water's operational requirements, the CEO may, on application in writing by the employee, grant recreation leave.

(b) The granting of recreation leave under clause 85.5(a) will not be unreasonably refused.

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

85.6 Excess Leave

(a) Where an employee has accrued recreation leave in excess of 10 weeks (or 15 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 10 weeks (or 15 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.

85.7 Public Holidays

(a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under clause 85.9), the employee is entitled to their full rate of pay that the employee 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.

85.8 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.

85.9 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 (Purchased) Leave).

(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.

85.10 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 86.6 (Personal Leave); and/or

(ii) compassionate leave, provided the leave is supported by the notice and evidence requirements as set out in clause 87.7 (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 had 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.

86. Personal Leave

86.1 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.

86.2 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 86.2(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 annually on the anniversary of the employee's commencement date.

(c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 86.2(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 is entitled to 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 and shall be deducted on the actual period an employee is absent from rostered work i.e. one for one basis.

(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 86.6;

(ii) unauthorised absence; or

(iii) leave without pay that does not count as service.

(i) An employee may request that personal leave be taken at half pay in order to extend the period of personal leave taken.

86.3 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 86.5 and 86.6 (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 86.3(a).

86.4 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 86.4(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 86.4 is subject to the Notice and Documentation requirements in clauses 86.5 and 86.6.

86.5 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 an employee's control, an employee will notify their manager by telephone of such absence at the first opportunity of such absence.

86.6 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 86.6(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 86.1(a) or 86.1(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 86.6(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 are:

A. unable, despite genuine reasonable attempts, to secure an appointment with a medical practitioner; or

B. reside in a remote or regional area (i.e. 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 86.6(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 clause 86.1(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 for duty;

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 86.6(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 for 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 extent they will not be able to attend for duty; or

(iv) or 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 purpose of clauses 86.6(b)(ii) and 86.6(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 taken to attend the appointment and the associated travel time in respect to the attendance.

(e) An employee may access personal leave without providing documentary evidence as follows; up to a maximum of 3 days (i.e. of ordinary working hours), or 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 number of hours of duty.

Note: Reference to a 'day' for Trade Technicals on Rostered Day Off (RDO) arrangements are 8.16 hours per day.

Note: Employees accessing personal leave without documentary evidence must only access it in accordance with 86.1.

(f) Notwithstanding clause 86.6(e), any absence immediately preceding or following an RDO, public holiday or weekend, will require documentary evidence.

86.7 Personal leave whilst on other forms of leave

(a) Subject to the requirements of clauses 86.5 and 86.6 (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.

86.8 Medical examination at the direction of the CEO

(a) The CEO may stand an employee down and direct an 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 them self, 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 86.8(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 86.8(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known, and

(iii) 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.

86.9 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 the Northern Territory workers compensation legislation.

87. Compassionate Leave

87.1 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.

87.2 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.

87.3 An employee may take up to 3 days of compassionate leave if they or their partner experiences a miscarriage.

87.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.

87.5 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.

87.6 The CEO may approve an additional period of unpaid compassionate leave on request.

87.7 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 87.7(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.

(c) In relation to leave under clause 87.3 (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.

87.8 Compassionate leave whilst on recreation leave

(a) Subject to the requirements in clause 87.7 and the recreation leave provisions, an employee may access pay 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.

88. Long Service Leave

88.1 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 88.10(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.

88.2 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.

88.3 Maximum credit

(a) Subject to clause 88.3(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 88.3(a) will:

(i) be directed by the CEO to utilise the 10 year long service leave entitlement from a date which suits the needs of the agency; or

(ii) have the 10 year long service leave entitlement cashed out from the date determined in clause 88.3(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.

88.4 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.

88.5 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.

88.6 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 88.6(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 public holiday.

88.7 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:

(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 88.7(c)(i) full time credits, and clause 88.7(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 88.7(c)(i) and/or clause 88.7(c)(ii).

88.8 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.

88.9 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 sick leave in accordance with clause 86 (Personal Leave) 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 sick 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 88.7(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 88.9(a)(ii).

88.10 Prior service

(a) Only prior service with the NTPS, an NTPS apprentice employer or the Australian Defence Force will be recognised for the purposes of long service leave.

(b) The CEO may recognise an employee's prior service in accordance with clause 88.10(a), after 2 years' service with the Northern Territory Public Sector.

(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, an 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; and

(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 88.10(c)(ii) as if it were prior service under clause 88.10(c)(i).

(e) Subject to clauses 88.10(b), 88.10(c)(iii) and 88.10(c):

(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 88.10(b) 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 88.10(b) 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.

88.11 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 88.11(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 88.11(a) are minimum requirements but where an applicant cannot satisfy the requirements set out in that by-law, 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 88.11(a) or where a claim does not conform to the requirements of clause 88.11(a) or 88.11(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.

88.12 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.

88.13 Entitlement restricted to one employer

Where an 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.

88.14 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 88.14(c):

(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:

$$\text{weekly wage} \times \frac{313}{6}$$

88.15 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.

Payment under this clause will be calculated using the following formula:

$$\frac{\text{calendar days}}{30} \times \frac{\text{annual salary}}{12}$$

89. Parental Leave

This clause sets out all entitlements in relation to parental leave and applies in conjunction with the NES.

89.1 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.

89.2 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 1995 and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 89.10.

(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.

89.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 89.8)	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 89.8 is used to calculate the amount of pro rata leave.*			
Partner leave (clause 89.9)	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 89.4)	All employees (excludes casuals)	8 hours		8 hours

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Leave for pregnancy-related illness (clause 89.5)	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
No safe job leave (clauses 89.6(f) and 89.6(g))	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 89.6(a))	For the entire risk period (as defined in clause 89.6(a))
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 89.6(a))		For the entire risk period (as defined in clause 89.6(a))
Pre-adoption leave/ permanent care order application (clause 89.7)	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 89.11(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 89.11(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

89.4 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 89.12 to access pre-natal leave.

89.5 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.

89.6 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 89.12 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).

89.7 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 89.12 to access pre-adoption leave.

89.8 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 89.8(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 leave (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 89.8(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 89.8(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 the clause 44 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 89.8(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 with the clause 44 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 89.2(h); or

B. the employee has taken (or is eligible for) partner leave entitlements under clause 89.9 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.

89.9 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 89.2(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. 1 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 89.9(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 89.12 in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 89.9(b)(iii)or the combined parental leave provisions in clause 89.10.

(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 89.10) 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 89.12.

(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.

89.10 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 89.12;

(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.

89.11 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 87.

(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 89.8) as if the child had been born alive.

(ii) An employee may also access compassionate leave in accordance with clause 87.

89.12 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 89.8) and partner leave (clause 89.9)			
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 caregiver at all times while on leave; or if the request is for partner leave: a statement that the employee will have

	Timeframe to provide notice	Types of notice required	What must be included in the notice
			responsibility for the care of the child at all times while on leave.
Pregnancy related illness (clause 89.5)			
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 89.11)			
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 89.7)			
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 89.4)			
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.

89.13 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.

89.14 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.

89.15 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 89.8 or 89.9, 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 89.15(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 89.8 or 89.9 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 89.15(b)(i).

(iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 89.18 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.

89.16 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 89.8.

B. Special Maternity Leave (stillbirth), as per clause 89.11(c).

C. Clause 89.16(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 89.16(b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 89.9(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 89.16(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 89.16(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.

89.17 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 89.18 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 89.17(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 25.2 (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 89.17(e)(i) and the election cannot be accommodated as per clause 89.17(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 89.6, 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.

89.18 CEO review of certain employee requests

(a) This clause applies to an employee's request to:

(i) extend parental leave (clause 89.15);

(ii) return to work early (clause 89.17(b)); or

(iii) reduce their ordinary hours of work for a period greater than 6 months (clause 89.17(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(jj).

(d) An employee request and the CEO's response must be recorded in writing.

89.19 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 89.19(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 89.17(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 89.19(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.

90. Recall or Cancellation of Approved Leave

90.1 To ensure Power and Water 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.

90.2 Employees will be consulted and their personal circumstances considered prior to any decision to cancel approved leave.

90.3 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).

90.4 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.

91. Recreation Leave Loading

91.1 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 91.1(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 91.1(a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shift penalties.

91.2 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 91.2(b) will be the salary payable had the employee been employed on 1 January of that year.

91.3 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 continue to be taxed in accordance with current 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.

92. Recreation Leave Airfares

92.1 The automatic cash payment of an air fare under By-law 33.15 Airfares, will be paid on the common cash-up date, being the first payday on or after 1 May each year.

92.2 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.

92.3 An employee can elect to use an accrued air fare in conjunction with travelling time under By-law 33 Airfares by giving notice in writing 2 months before the common cash-up date.

92.4 The provisions of this clause will apply to compulsory transferees.

93. Flexible Lifestyle (Purchased) Leave

93.1 Flexible lifestyle leave is a voluntary arrangement where employees may purchase between one to 8 weeks of additional leave, with a corresponding reduction in the number of working weeks.

93.2 Flexible lifestyle leave arrangements are subject to agency operational requirements and approval by the CEO.

93.3 Eligibility

An employee must:

(a) have completed at least 12 months continuous service;

(b) not have any excess recreation leave, as defined in clause 85.6 (Excess Leave); and

(c) have exhausted their long service leave entitlements, or satisfied the conditions of By-law 8.3 (whichever is applicable).

93.4 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.

93.5 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 85.6 (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.

93.6 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.

93.7 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.

93.8 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 Power and Water.

(v) The employee moves to a new work area within the agency, 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.

94. Christmas Closedown

94.1 The CEO will consult with relevant employees that part of Power and Water will closedown for a nominated period and that 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.

94.2 Closedown may apply to part of Power and Water 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.

94.3 Employees affected by the closedown period must use either recreation leave, time off in lieu or flextime credits to cover the closedown period.

94.4 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.

94.5 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.

95. Infectious Diseases Leave

95.1 Where an employee produces documentary evidence that, or 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) personal 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.

95.2 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*.

96. War Service Leave

96.1 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;

(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.

96.2 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.

96.3 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.

96.4 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 86.6 (Personal Leave);

(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 96.1. 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.

96.5 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 86 (Personal Leave).

96.6 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.

97. Defence Service Leave

97.1 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.

97.2 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.

97.3 An employee who requires additional leave to undertake Defence Service may apply for recreation leave, long service leave and leave without pay.

97.4 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;

(c) provide sufficient evidence of the completion of Defence Service.

97.5 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.

97.6 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.

98. Study Assistance and Leave

98.1 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.

98.2 When approving applications made under this clause the CEO must be satisfied that the course of study:

(a) is relevant to Power and Water; and

(b) can be accommodated in light of the operational and financial requirements of Power and Water.

98.3 Provided the requirements of clause 98.2 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 Power and Water at both the time that the liability was incurred and the application for assistance made.

98.4 The CEO may 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.

98.5 Subject to clause 98.7, in addition to the requirements under clause 98.3(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.

98.6 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 maternity or parental leave), and that employee has not returned to duty.

98.7 The CEO may approve reimbursement of a HELP debt of up to an amount of $3000 for new employees. Approvals will be based upon the recruitment and retention objectives of Power and Water, 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 Power and Water or other NTPS agencies.

98.8 Provided the requirements of clause 98.2 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.

98.9 The CEO may not approve study leave under clause 98.8 where the approved course of study is available outside normal working hours.

98.10 The approval for study leave with pay does not include time off to prepare for examinations.

98.11 In addition to the study leave provisions set out in clause 98.8, the CEO may, in their absolute discretion, approve an extended period of leave without pay for study purposes, which will not count as service.

99. Cultural Leave

99.1 Cultural and Ceremonial Leave

(a) An employee is entitled to 5 days unpaid cultural and ceremonial leave per year, to undertake 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 recreation leave or long service leave to undertake their cultural or ceremonial obligations.

99.2 NAIDOC Week Leave

(a) Employees may utilise time off in lieu of overtime (TOIL), 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 TOIL, flextime credits or other flexible working arrangements. Such requests should be supported, subject to Power and Water'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 leave to facilitate the employee's attendance at NAIDOC week activities.

100. Kinship Obligation Leave

100.1 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. Sorry Business refers to cultural practices and protocols undertaken after someone's passing.

100.2 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.

100.3 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.

100.4 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.

100.5 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.

100.6 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 evidence that would satisfy a reasonable person of the need for kinship obligation leave.

101. Domestic, Family and Sexual Violence Leave

101.1 Power and Water 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.

101.2 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.

101.3 Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.

101.4 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.

101.5 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).

102. Foster and Kinship Carers Leave

102.1 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).

102.2 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.

102.3 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*.

102.4 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.

102.5 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 86;

(b) Compassionate Leave – refer to clause 87;

(c) Permanent care order application leave – refer to clause 89.7;

(d) Parental Leave, including primary caregiver parental leave and partner leave – refer to clause 89.

103. Leave to Engage in Voluntary Emergency Management Activities

103.1 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.

103.2 Leave granted with pay may include reasonable rest time immediately following the activity.

103.3 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.

104. Blood and Plasma Donor Leave

104.1 The CEO may grant leave with pay to an employee to allow the employee to donate blood or plasma.

105. Supporting Living Organ Donor Leave

105.1 Organ Donor Leave may be granted to employees who participate in the Australian Government's Supporting Living Organ Donors Program (the Program).

105.2 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.

105.3 The CEO may approve a re-credit of a period of leave taken for the purposes of the Program.

105.4 For the purposes of clause 105.3, the recredit shall be equivalent to the value of any eligible payment received by the agency from the Program.

106. Health Screening Leave

106.1 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.

106.2 A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.

106.3 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.

107. Gender Transition Leave

107.1 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; and

(d) other similar appointments or procedures to give effect to the employee's transition approved by the CEO.

107.2 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.

107.3 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.

107.4 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.

108. Leave to Attend Arbitration Business

108.1 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.

108.2 Leave with pay granted under clauses 108.1(a) and 108.1(b) will count as service for all purposes.

108.3 Unpaid leave granted under clause 108.1(c) will not count as service but does not break continuity for long service leave purposes.

109. Release to Attend as a Witness

109.1 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.

109.2 Where an employee is subpoenaed to give evidence in relation to his or her 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.

109.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 109.1 and 109.2, 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.

109.4 Where an employee is required to attend as a witness on behalf of Power and Water, the employee will be regarded as being on duty.

109.5 Leave with pay will count as service. Leave without pay will not count as service.

110. Release for Jury Service

110.1 An employee required to attend for jury service (including attendance for jury selection) under a law of the Commonwealth, a State or Territory is entitled to be absent from their employment for the period of the jury service, including:

(a) the time when the employee engages in jury service;

(b) reasonable travelling time associated with jury service;

(c) reasonable rest time immediately following jury service.

110.2 Notice and evidence requirements

(a) An employee required to attend for jury service must provide the CEO with notice of the absence as soon as practicable (which may be a time after the absence has started). The notice must advise the CEO of the period, or expected period, of the absence.

(b) The CEO may require the employee to provide evidence that would satisfy a reasonable person that the absence is because the employee has been, or will be, engaging in jury service.

110.3 Jury service during paid leave

If the period during which an employee takes paid leave includes a period of absence on jury service, the employee is taken not to be on paid leave for the period of that absence.

110.4 Payments during jury service

(a) The CEO may release the employee on jury service without deduction from pay or leave credits.

(b) Payments for jury service (e.g. jury service fees) will be in accordance with the *Juries Act 1962*.

Note: In accordance with regulation 8 of the Juries Regulations 1983, an employee who continues to receive ordinary pay and who has no deductions from other leave entitlements while on leave to attend for jury service is taken to have received payment for attendance.

111. Special Leave Without Pay

111.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.

111.2 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.

111.3 Special leave without pay will not count as service for any purpose.

111.4 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	Salary Rates Effective 17/07/25	Annual Salary Rates Effective 16/07/26 (3%)	Annual Salary Rates Effective 29/07/27 (3%)	Annual Salary Rates Effective 27/07/28 (3%)	Annual Salary Rates Effective 26/07/29 (3%)
Band 4	4	$ 183,091	$ 188,584	$ 194,242	$ 200,069	$ 206,071
	3	$ 174,357	$ 179,588	$ 184,976	$ 190,525	$ 196,241
	2	$ 166,157	$ 171,142	$ 176,276	$ 181,564	$ 187,011
	1	$ 158,342	$ 163,092	$ 167,985	$ 173,025	$ 178,216
Band 3	5	$ 150,887	$ 155,414	$ 160,076	$ 164,878	$ 169,824
	4	$ 143,823	$ 148,138	$ 152,582	$ 157,159	$ 161,874
	3	$ 137,050	$ 141,162	$ 145,397	$ 149,759	$ 154,252
	2	$ 130,630	$ 134,549	$ 138,585	$ 142,743	$ 147,025
	1	$ 124,487	$ 128,222	$ 132,069	$ 136,031	$ 140,112
Band 2	6	$ 118,680	$ 122,240	$ 125,907	$ 129,684	$ 133,575
	5	$ 113,113	$ 116,506	$ 120,001	$ 123,601	$ 127,309
	4	$ 107,808	$ 111,042	$ 114,373	$ 117,804	$ 121,338
	3	$ 102,781	$ 105,864	$ 109,040	$ 112,311	$ 115,680
	2	$ 97,985	$ 100,925	$ 103,953	$ 107,072	$ 110,284
	1	$ 93,414	$ 96,216	$ 99,102	$ 102,075	$ 105,137
Grad	3	**Band 1**	7	$ 89,069	$ 91,741	$ 94,493	$ 97,328	$ 100,248
	2^^		6	$ 84,915	$ 87,462	$ 90,086	$ 92,789	$ 95,573
	1^		5	$ 80,988	$ 83,418	$ 85,921	$ 88,499	$ 91,154
Under Grad	4		4	$ 77,220	$ 79,537	$ 81,923	$ 84,381	$ 86,912
	3		3	$ 73,641	$ 75,850	$ 78,126	$ 80,470	$ 82,884
	2		2	$ 70,339	$ 72,449	$ 74,622	$ 76,861	$ 79,167
	1		1	$ 67,185	$ 69,201	$ 71,277	$ 73,415	$ 75,617
Trainee	3	$ 59,072	$ 60,844	$ 62,669	$ 64,549	$ 66,485
	2	$ 54,853	$ 56,499	$ 58,194	$ 59,940	$ 61,738
	1	$ 50,171	$ 51,676	$ 53,226	$ 54,823	$ 56,468

^ 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 eg: year 1 completed - pay point 2

Science and Engineering Professional Salary Table

Designation	Pay Point	Salary Rates Effective 17/07/25	Annual Salary Rates Effective 16/07/26 (3%)	Annual Salary Rates Effective 29/07/27 (3%)	Annual Salary Rates Effective 27/07/28 (3%)	Annual Salary Rates Effective 26/07/29 (3%)
Band 4	4	$ 201,145	$ 207,179	$ 213,394	$ 219,796	$ 226,390
	3	$ 192,411	$ 198,183	$ 204,128	$ 210,252	$ 216,560
	2	$ 184,210	$ 189,736	$ 195,428	$ 201,291	$ 207,330
	1	$ 176,394	$ 181,686	$ 187,137	$ 192,751	$ 198,534
Band 3	5	$ 167,642	$ 172,671	$ 177,851	$ 183,187	$ 188,683
	4	$ 160,577	$ 165,394	$ 170,356	$ 175,467	$ 180,731
	3	$ 153,805	$ 158,419	$ 163,172	$ 168,067	$ 173,109
	2	$ 147,385	$ 151,807	$ 156,361	$ 161,052	$ 165,884
	1	$ 141,242	$ 145,479	$ 149,843	$ 154,338	$ 158,968
Band 2	6	$ 129,051	$ 132,923	$ 136,911	$ 141,018	$ 145,249
	5	$ 123,486	$ 127,191	$ 131,007	$ 134,937	$ 138,985
	4	$ 118,181	$ 121,726	$ 125,378	$ 129,139	$ 133,013
Grad 3	3	$ 113,155	$ 116,550	$ 120,047	$ 123,648	$ 127,357
Grad 2^^	2	$ 108,357	$ 111,608	$ 114,956	$ 118,405	$ 121,957
Grad 1^	1	$ 103,787	$ 106,901	$ 110,108	$ 113,411	$ 116,813
Under Grad	5*	$ 84,385	$ 86,917	$ 89,525	$ 92,211	$ 94,977
	4	$ 80,457	$ 82,871	$ 85,357	$ 87,918	$ 90,556
	3	$ 76,690	$ 78,991	$ 81,361	$ 83,802	$ 86,316
	2	$ 73,110	$ 75,303	$ 77,562	$ 79,889	$ 82,286
	1	$ 69,808	$ 71,902	$ 74,059	$ 76,281	$ 78,569

* 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	Salary Rates Effective 17/07/25	Pay Point Structure Effective 16/7/26	Annual Salary Rates Effective 16/07/26 (3%)	Annual Salary Rates Effective 29/07/27 (3%)	Annual Salary Rates Effective 27/07/28 (3%)	Annual Salary Rates Effective 26/07/29 (3%)
Senior Technical Coordinator	3	$ 203,226	3	$ 209,323	$ 215,603	$ 222,071	$ 228,733
	2	$ 194,179	2	$ 200,004	$ 206,004	$ 212,184	$ 218,550
	1	$ 185,445	1	$ 191,008	$ 196,738	$ 202,640	$ 208,719
Technical Coordinator	6	$ 185,445	4	$ 191,008	$ 196,738	$ 202,640	$ 208,719
	5	$ 177,244	3	$ 182,561	$ 188,038	$ 193,679	$ 199,489
	4	$ 169,428	2	$ 174,511	$ 179,746	$ 185,138	$ 190,692
	3	$ 161,975	1	$ 166,834	$ 171,839	$ 176,994	$ 182,304
	2	$ 154,911					
	1	$ 148,139					

Technical Specialist Salary Table

Designation	Pay Point	Salary Rates Effective 17/07/25	Annual Salary Rates Effective 16/07/26 (3%)	Annual Salary Rates Effective 29/07/27 (3%)	Annual Salary Rates Effective 27/07/28 (3%)	Annual Salary Rates Effective 26/07/29 (3%)
Senior Technical Specialist	3	$ 161,975	$ 166,834	$ 171,839	$ 176,994	$ 182,304
	2	$ 154,911	$ 159,558	$ 164,345	$ 169,275	$ 174,353
	1	$ 148,139	$ 152,583	$ 157,160	$ 161,875	$ 166,731
Technical Specialist	6	$ 148,139	$ 152,583	$ 157,160	$ 161,875	$ 166,731
	5	$ 141,718	$ 145,970	$ 150,349	$ 154,859	$ 159,505
	Soft Barrier - Diploma or equivalent skills to progress					
	4	$ 135,576	$ 139,643	$ 143,832	$ 148,147	$ 152,591
	3	$ 129,767	$ 133,660	$ 137,670	$ 141,800	$ 146,054
	2	$ 124,200	$ 127,926	$ 131,764	$ 135,717	$ 139,789
	1	$ 118,896	$ 122,463	$ 126,137	$ 129,921	$ 133,819
Trainee Technical	4	$ 76,690	$ 78,991	$ 81,361	$ 83,802	$ 86,316
	3	$ 73,110	$ 75,303	$ 77,562	$ 79,889	$ 82,286
	2	$ 69,808	$ 71,902	$ 74,059	$ 76,281	$ 78,569
	1	$ 66,654	$ 68,654	$ 70,714	$ 72,835	$ 75,020

Controller Salary Table

Designation	Pay Point	Salary Rates Effective 17/07/25	Annual Salary Rates Effective 16/07/26 (3%)	Annual Salary Rates Effective 29/07/27 (3%)	Annual Salary Rates Effective 27/07/28 (3%)	Annual Salary Rates Effective 26/07/29 (3%)
Senior Network Controller (SNC)	3	$ 161,975	$ 166,834	$ 171,839	$ 176,994	$ 182,304
	2	$ 154,911	$ 159,558	$ 164,345	$ 169,275	$ 174,353
	1	$ 148,139	$ 152,583	$ 157,160	$ 161,875	$ 166,731
	* SNC IT		$ 148,006	$ 152,446	$ 157,019	$ 161,730
Network Controller (NC)	3	$ 129,767	$ 133,660	$ 137,670	$ 141,800	$ 146,054
	2	$ 124,200	$ 127,926	$ 131,764	$ 135,717	$ 139,789
	1	$ 118,896	$ 122,463	$ 126,137	$ 129,921	$ 133,819
	* NC IT		$ 118,789	$ 122,353	$ 126,024	$ 129,805
Generation Controller (GC)	4	$ 148,139	$ 152,583	$ 157,160	$ 161,875	$ 166,731
	3	$ 141,718	$ 145,970	$ 150,349	$ 154,859	$ 159,505
	2	$ 135,576	$ 139,643	$ 143,832	$ 148,147	$ 152,591
	1	$ 129,767	$ 133,660	$ 137,670	$ 141,800	$ 146,054
	* GC IT		$ 129,650	$ 133,540	$ 137,546	$ 141,672

* Commence on IT pay point (97% of PP1) until authorised status

Progress to PP2 through MyPlan process

Eligible for Top of Band Bonus through MyPlan process

Progression between the respective Controller grades is subject to relevant guidelines and not merit

System Controller Transition

System Controllers who transitioned to the Interim Service Coordinator classification under the *2021-2026 Power and Water Enterprise Agreement* (under the Schedule 3 pay parity provisions) will transition to the new Network and Generation Controller classifications as follows:

- Senior Service Coordinators who are authorised as Senior Network Controllers will transition to the new Senior Network Controller classification at their equivalent pay point;
- Service Coordinators (pay points 3, 4, 5, and 6) who are authorised as Generation Controllers, will transition to the equivalent pay points of the new Generation Controller classification; and
- Service Coordinators (pay points 1, 2 and 3) who are Authorised as Network Controllers, will transition to the equivalent pay points of the new Network Controller classification.

Trade Technical Salary Table

Designation	Pay Point	Salary Rates Effective 17/07/25	Annual Salary Rates Effective 16/07/26 (3%)	Annual Salary Rates Effective 29/07/27 (3%)	Annual Salary Rates Effective 27/07/28 (3%)	Annual Salary Rates Effective 26/07/29 (3%)	
Trade Technical	11	$ 129,767	$ 133,660	$ 137,670	$ 141,800	$ 146,054	
	10	$ 124,200	$ 127,926	$ 131,764	$ 135,717	$ 139,789	
	9	$ 118,896	$ 122,463	$ 126,137	$ 129,921	$ 133,819	
	8	$ 113,870	$ 117,286	$ 120,805	$ 124,429	$ 128,162	
	7	$ 109,072	$ 112,344	$ 115,714	$ 119,185	$ 122,761	
	6	$ 101,501	$ 104,546	$ 107,682	$ 110,912	$ 114,239	
	5	$ 97,157	$ 100,072	$ 103,074	$ 106,166	$ 109,351	
	4	$ 93,003	$ 95,793	$ 98,667	$ 101,627	$ 104,676	**Trade**
	3	$ 89,076	$ 91,748	$ 94,500	$ 97,335	$ 100,255	**Assistant**
	2	$ 85,307	$ 87,866	$ 90,502	$ 93,217	$ 96,014	
	1	$ 81,729	$ 84,181	$ 86,706	$ 89,307	$ 91,986	

Schedule 2 Allowances

Allowance	Clause under which entitlement derived	Frequency	Rates Effective 17.07.25 $	Rates Effective 16.07.26 $	Rates Effective 29.07.27 $	Rates Effective 27.07.28 $	Rates Effective 26.07.29 $
Availability *	56	per day	71.77	**73.93**	**76.14**	**78.43**	**80.78**
Consolidated Disability (6%) *	57	per fortnight	236	**244**	**251**	**258**	**266**
Damaged Clothes and Tools	69	-	490	**490**	**490**	**490**	**490**
Extra Duty	58	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	6,167	**6,352**	**6,542**	**6,739**	**6,941**
1 in 3 (8%)		per annum	8,222	**8,469**	**8,723**	**8,985**	**9,254**
1 in 2 (12%)		per annum	12,334	**12,704**	**13,085**	**13,477**	**13,882**
First Aid (not payable with CDA)	71	per week	24.60	**25.30**	**26.10**	**26.90**	**27.70**
High Voltage Allowance	62						
Full-time HVA		per fortnight	115	**220**	**227**	**234**	**241**
Regional HVA		per fortnight	N/A	**180**	**185**	**191**	**197**
Overtime Meal	77	per meal	34.80	**35.80**	**36.90**	**38.00**	**39.10**
Pre-eminent Professional	61	per annum	20,115	**20,719**	**21,340**	**21,980**	**22,640**
Team Leader (5.6%)*	65	per fortnight	221	**227**	**234**	**241**	**248**
Tool	68	per week	22.20	**22.90**	**23.60**	**24.30**	**25.00**

* (%) Allowance based on a percentage of the 3rd pay point of Band 2 in the Administrative and Corporate Services salary structure

Allowance	Clause under which entitlement derived	Frequency	Rates Effective 1.01.26 $
Accommodation in conjunction with Fares Out	39 / By-Law 43	per night	**153**
Motor vehicle	70	per km (for employee)	**0.96**
		per km (for carrying goods, passengers or towing)	**0.05**
Professional Development	60		
1 to 5 years continuous service		per annum	**721**
5 years + continuous service (up to)		per annum	**1590**
Relocation	63		
Employee only		per fortnight	**678**
Employee with dependants		per fortnight	**937**
Remote Employee Electricity Subsidy	39		
Remote Locality Rate			
Special Category		per annum	**863**
Category 1		per annum	**1724**
Category 2		per annum	**2589**
Category 3		per annum	**3455**
Remote Locality Dependant/After Hours Rate			
Special Category		per annum	**1079**
Category 1		per annum	**2159**
Category 2		per annum	**3237**
Category 3		per annum	**4319**
Travelling	66		
Accommodation		per night	**106.00**
Incidental		per day	**16.80**
Meal Rates			
Breakfast		-	**21.50**
Lunch		-	**33.10**
Dinner		-	**46.50**
Hardship	67	per day	**43.40**

Note: the rates for the above allowances will be updated in accordance with **clause 43 (i.e. according to CPI) as contained in Determination 1 – Review of Allowances issued 1 January annually.*

Community Language Allowance

Community Language Allowance	Clause under which entitlement derived	Frequency	Rates Effective 17.11.25 $	Rates Effective 13.08.26 $	Rates Effective 12.08.27 $	Rates Effective 10.08.28 $
Base	73	p.a.	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*, Schudule 11 Part B and its successor Agreement.

Attraction and Retention Payments (Technical employees)

Attraction and Retention Payments	Clause under which entitlement derived	First payment on commencement of this Agreement $	Remainder of first payment 2 years after commencement of this Agreement $	Ongoing payment every 2 years thereafter commencement of this Agreement $
Alice Springs or Katherine	72	**1 500**	**4 500**	**6 000**
Tennant Creek or Yulara		**5 000**	**15 000**	**20 000**

New employees recruited to or current employees transferring to eligible location for at least 6 months and on a pro rata basis	Ongoing payment every 2 years after commencement of this Agreement up to total
Alice Springs or Katherine (based on $3K p.a.)	**$6 000**
Tennant Creek or Yulara (based on $10K p.a.)	**$20 000**

Schedule 3 Classification Stream Descriptors and Stream Specific Progression Principles

This attachment 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 (ACS) classification stream includes positions that are primarily clerical or administrative in nature and provide a range of operational support or customer services functions.

(b) ACS positions cover a broad range of disciplines, including retail, finance, procurement, occupational health and safety, training, marketing, project administration, economics, people, 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, Management Coordinator, Customer Service Officer, Procurement Officer, System Administrator, People Business Partner, Account Officer, Finance Officer, Health, Safety and Environment Advisor/Business Partner, Leadership and Capability and/or Talent Advisor, Employee Relations Specialist Advisor.

3.1.2 Entry/progression requirements:

Trainee

(a) The Trainee ACS classification provides an opportunity to pursue a career with Power and Water in the ACS stream whilst gaining a relevant qualification. Examples of appropriate qualifications include Certificate II or III in Business, or Customer Service.

(b) Trainee ACS 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 ACS stream will maintain their employment status as ongoing or fixed period.

(d) A Trainee may be eligible to access Power and Water's study assistance scheme.

(e) An offer of ongoing employment as a Band 1 will be at the discretion of Power and Water 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 ACS employee.

Undergraduate

(f) The Undergraduate ACS Band 1 classification provides an opportunity to pursue a career with Power and Water in the ACS stream whilst gaining a relevant degree

qualification. Examples of degree qualifications include economics, commerce, law, accounting, business, information technology and human resources.

(g) Undergraduate ACS 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 Power and Water's study assistance scheme, except in the case of undergraduate vacation employees employed by Power and Water 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 Power and Water 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 ACS Band 1 classification provides recent graduates an opportunity to pursue a career with Power and Water 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 a Power and Water or other appropriate Graduate Program.

(o) On successful completion of a Power and Water or other appropriate Graduate Program a Graduate may be transferred to an available Band 1 ACS position at their current pay point.

3.2 Science and Engineering Professionals

3.2.1 Descriptor:

(a) The Science and Engineering Professional (PR) classification stream includes positions that require a scientific or engineering degree qualification.

(b) PR 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, Environmental Officer, Electrical Test Engineer, Field Test Officer, Graduate Engineer, Infrastructure

Development Engineer, Protection Engineer, SCADA Engineer, Sustainable Energy Engineer, Telecommunications Engineer, Water Quality Officer.

3.2.2 Entry/progression requirements:

Undergraduate

(a) The Undergraduate PR classification provides an opportunity to pursue an engineering or science career with Power and Water 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 Power and Water's study assistance scheme, except in the case of undergraduate vacation employees employed by Power and Water on a short term fixed period basis who are not eligible.

(e) An offer of ongoing employment as a Graduate will be at the discretion of Power and Water 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 Power and Water.

(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 a Power and Water or other appropriate Graduate Program.

(j) On successful completion of a Power and Water or other appropriate Graduate Program a Graduate may be transferred to an available Band 2 PR position at their current pay point.

Science and Engineering Professional

(k) The mandatory minimum entry qualification for PR Band 2 to 4 classifications is a 3 or 4 year science or engineering degree.

3.3 Technical Coordinator

3.3.1 Descriptor:

(a) The Technical Coordinator classification 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, Field Supervisor, Resource Coordinator, Technical Project Manager, Planner/Scheduler, Dispatcher, Technical Coordinator, Project Manager.

3.3.2 Entry/progression requirements:

The mandatory minimum entry qualification is:

(a) An AQF Certificate III in a relevant trade 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 (TS) classification 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) TS 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, Telecommunications Officer, Field Officer, Waste Water Officer, Metering Officer, Customer Connections Officer, GIS System Administrator, Technician.

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 Power and Water's study assistance scheme.

(e) An offer of ongoing employment will be at the discretion of Power and Water 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 TS 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 technical career with Power and Water.

(g) Subject to clause 3.4.2(h) TS employees may progress to pay point 4 of the TS classification without a Diploma of Engineering (or equivalent). Only those TS who have attained Diploma of Engineering (or equivalent), or equivalent skills, knowledge and experience, may continue to progress through the full TS classification pay point range.

(h) Notwithstanding clause 3.4.2(g), the following TS employees may progress through the full TS 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 TS classification stream as part of the Service Coordinator restructure that occurred on the commencement of the 2010 – 2013 Power and Water Agreement; and

  (ii) An employee who does not hold a diploma or equivalent but was already classified as a TS prior to the commencement of this Agreement.

(i) TS 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 (TT) classification includes positions that are trade based and provide field based operational service delivery functions including electrical, high voltage operation, line/cable, mechanical, instrumentation, sewerage and water operations, and plant operation work.

(b) At entry level, positions include Trade Assistant (TA) or apprentice roles which do not require a trade qualification.

(c) Example positions in this stream include, but are not limited to, Water and Sewerage Tradesperson, Electrical Fitter Mechanic, Line Worker, Mechanical Tradesperson, Electrical Tradesperson, HV Field Operator, Sewerage Plant Operator.

3.5.2 Entry/progression requirements:

Trade Assistant

(a) The TA 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 TAs will be employed at a minimum pay point 3 of the TT classification.

(c) The progression requirements for TAs are subject to clause 49 (Pay Progression) and clause 50 (Performance Achievement).

(d) TAs may progress up to pay point 6 of the TT classification.

Trade Technical

(e) The mandatory minimum entry qualification is:

(i) An AQF Certificate III in a relevant trade or equivalent skills, knowledge and experience; and

(ii) Appropriate license(s) where applicable.

(f) 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.

(g) Fully qualified tradespersons with limited recent practical experience will commence at pay point 5 of the TT classification as a minimum, and will progress to the pay point 6 on the successful completion of the probationary period.

(h) Fully qualified tradespersons with substantial recent, practical trade experience will commence at pay point 7 of the TT classification as a minimum.

(i) An open entry process applies, having regard to Employment Instruction 1 – Filing Vacancies, allows new TT employees to be appointed above pay point 7 of the TT classification in recognition of relevant skill and experience.

(j) Pay progression requirements for TT employees are subject to clause 49 (Pay Progression) and clause 50 (Performance Achievement).

3.6 Controller

3.6.1 Descriptor:

(a) The Controller classification includes positions that are primarily involved in:

(i) the monitoring and operational control of electrical systems comprising Power and Water's power network; and

(ii) monitoring and operating Power Stations.

(b) Example positions in this stream include, but are not limited to, Network Controller, Senior Network Controller and Generation Controller.

3.6.2 Entry/progression requirements:

Network Controller

(a) The mandatory minimum entry qualification for a Network Controller (NC) is:

(i) An AQF Certificate III in a relevant discipline (e.g. power systems, generation) or equivalent skills, knowledge and experience; and

(ii) Appropriate license(s) where applicable.

(b) Appropriately qualified NCs as per 3.6.2(a) with limited relevant practical experience will commence at the NC in training (NCIT) pay point of the NC classification.

(c) On attainment of Authorised Status referred to in clause 45.1(b), an NC will progress to pay point 1 of the NC classification.

(d) Pay progression requirements for NCs are competency based and are subject to clause 49 (Pay Progression) and clause 50 (Performance Achievement).

(e) Progression from NC to Senior Network Controller or Generation Controller (GC) are subject to clause 49.8.

(f) Where an NC commences training in a GC position they will maintain their current salary if that is higher than the GCIT rate.

Senior Network Controller

(g) The mandatory minimum entry qualification for a Senior Network Controller (SNC) is:

(i) An AQF Certificate III in a relevant discipline (e.g. power systems, generation) or equivalent skills, knowledge and experience; and

(ii) Appropriate license(s) where applicable.

(h) Appropriately qualified SNCs as per 3.6.2(g) with limited relevant practical experience will commence at the SNC in training (SNCIT) pay point of the SNC classification.

(i) On attainment of Authorised Status referred to in clause 45.1(b), a SNC will progress to pay point 1 of the SNC classification.

(j) The progression requirements for SNCs are subject to clause 49 (Pay Progression) and clause 50 (Performance Achievement).

(k) Progression from Senior Network Controller to Generation Controller is subject to clause 49.8.

3.6.3 Generation Controller

(a) The mandatory minimum entry qualification for a Generation Controller (GC) is:

(i) An AQF Certificate III in a relevant discipline (e.g. power systems, generation) or equivalent skills, knowledge and experience of a trade qualification; and

(ii) Appropriate license(s) where applicable.

(b) Appropriately qualified GCs as per 3.6.3(a) with limited relevant practical experience will commence at the GC in training (GCIT) pay point 1 of the GC classification.

(c) On attainment of Authorised Status referred to in clause 45.1(b), a GC will progress to pay point 1 of the GC classification.

(d) Pay progression requirements for GCs are competency based and are subject to clause 49 (Pay Progression) and clause 50 (Performance Achievement).

(e) Progression from GC to Senior Network Controller (SNC) are subject to clause 49.8.

(f) Where an GC commences training in a SNC position they will maintain their current salary if that is higher than the SNCIT rate.

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 and a half years service: 7 weeks salary; and

(d) for an employee with greater than 3 and a half 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 the employee is 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 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 have:

(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 Allowance 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 the employee 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 the employee received notice of 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 Commissioner 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 Bonus Table

Power and Water is committed to a safety initiative that shifts our focus from injury analysis to one that encourages contributions to safety awareness, preventative action and positive health and safety related behaviours, at the individual and corporate levels.

In the light of the above underpinning principles, Power and Water's safety Initiatives consists of the following elements:

Elements*	KPI	Target	Bonus Amounts
Corporate Indicators**	To be set and agreed through the JCC annually	As determined by the JCC	**Up to $500**
Individual Indicators: **1.Mandatory**	• PPC & E Minimum Dress Code:	• Always	**$500**
	• JSEA Work Instruction requirements:	• Always	
	• Minimum regulatory training/ authorisation requirements maintained	• Always	
2.Additional safety items: • **Trade Technical employee choose 2 KPI items** • **All others choose 3 KPI items**	Complete Safety Engagements (Safety Engagements consist of a Safety Observation, or a Safety Conversation, or a Site Safety Visit)	• For employees who do not have any set Safety Engagement targets as part of their role, completion of at least 2 Safety Engagement s per year; or • For employees with set Safety Engagement targets, completion of 2 Safety Engagement s in addition to the set targets	
	Complete a workplace inspection within your work area or in the field	• Completion of at least 1 workplace inspection per year	
	Attend pre-scheduled WHS related training (e.g.: Fitness for Work, Standards of Behaviour, Bullying & Harassment)	• Schedule and attend at least 1 WHS training event per year.	
	Participation on a health and/or safety related committee	• Attendance at a minimum of 80% of scheduled meetings	
	Election to, and performance of, duties as a Health and Safety Representative	• In accordance with the Workplace Health and Safety Act 2007	
	Carry out duties as a fire warden officer	• In accordance with description of role	
	Identify and implement (in consultation with your supervisor) a valid safety improvement within your work unit (work safety unit champion)	• As agreed with supervisor	
	Completion of a health intervention program (e.g. Quit smoking, Eat Better, Move Better) ***	• Satisfactory completion of at least 1 health intervention program	
	Identify and record a minimum of Work Health and Safety improvement opportunity into Power and Water's event management system	• 1 per year	
		•	
	Contribute to agreed number of site safety walks	• As agreed	
	Enter hazards with associated control(s) into Power and Water's event management system	• 3 within a 6 months period (results in 6 per year)	
	Work Health and Safety training requirements	• Completion of individual requirements	
	Other targets set and agreed to through the JCC annually.	• As determined by the JCC	

* In the event of any changes to current Workplace Health and Safety legislation which significantly impact on the operation of the Power and Water's Safety Initiative, the Safety and Maintenance 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 of the Safety and Maintenance Committee 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.

*** A health intervention program is required to be structured, with clear parameters, goals and/or outcomes. It does not include regular or ad hoc: sporting activities, gym attendances, walking/running and/or other individual lifestyles choices/activities. The Performance Achievement sub-committee will provide guidance on what may or may not be considered as a health intervention program and make a recommendation to the relevant Executive General Manager to determine the matter.

SIGNATORIES to the 2026 – 2030 Power and Water 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 Professionals, Engineers, Scientists Managers Australia
Name: Paul Inglis
Position: National Industrial Officer
Address: Level 3, 163 Eastern Road, South Melbourne, VIC, 3205
Dated:
Signed as a bargaining representative of employees covered by this Agreement