

**2018 - 2022**

## **Territory Generation Enterprise Agreement**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

**Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.**



# 2018 - 2022 Territory Generation Enterprise Agreement

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## PART A – APPLICATION AND OPERATION OF AGREEMENT

### 1. Title

This Agreement will be known as the 2018 – 2022 Territory Generation Enterprise Agreement.

### 2. National Employment Standards (NES)

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

### 3. Definitions

For the purpose of this Agreement:

- (a) **Agreement** means the 2018-2022 Territory Generation Enterprise Agreement;
- (b) **AQF** means Australian Qualification Framework;
- (c) **CEO** means the Chief Executive Officer of Territory Generation or their delegated officer where applicable;
- (d) **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;
- (e) **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;
- (f) **continuous shiftworker** means a shiftworker participating in a rotating shift roster characterised by consecutive shifts covering 24 hours a day, seven (7) days per week;
- (g) **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;
- (h) **Commissioner** means the Commissioner for Public Employment in the Northern Territory;
- (i) **determination** means a determination made by the employer under the PSEM Act;

- (j) **employee** means a person employed within Territory Generation under the PSEM Act;
- (k) **employer** means the Commissioner;
- (l) **ELT** means the Territory Generation Executive Leadership Team;
- (m) **Fair Work Commission** means the body established under the *Fair Work Act 2009* (Cth) to administer that Act;
- (n) **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;
- (o) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time;
- (p) **GCC** means the Generation Consultative Committee;
- (q) **mutual agreement** means an agreement which has been arrived at between directly affected employees and Territory Generation, without duress being applied to either party;
- (r) **MyPlan** means an individual achievement process under Territory Generation's performance achievement system;
- (s) **National Employment Standards or NES** means the minimum employment standards applying under Chapter 2 of Part 2-2 of the *Fair Work Act 2009* (Cth);
- (t) **NTPS** means the Northern Territory Public Sector;
- (u) **ongoing employee** is defined in the PSEM Act and means being employed until the employee resigns or the employment is terminated under PSEM Act;
- (v) **OurPlan** means an individual achievement process under Territory Generation's performance achievement system, which includes 'Our Performance Plan' and 'Our Training and Development Plan';
- (w) **PPE** means Personal Protective Equipment;
- (x) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act* 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;
- (y) **PSEM By-law** means a By-law made under section 60 of the PSEM Act, as amended from time to time;
- (z) **RDO** means rostered day off;
- (aa) **shiftworker** means an employee who is designated by Territory Generation to participate in a rotating shift roster cycle;
- (bb) **Territory Generation Band 2.3** means the salary that an employee receives at the third pay point of Band 2 in the Territory Generation Administrative and Corporate Service Officer salary structure; and

- (cc) **union** means a union party covered by this Agreement in accordance with clause 4.

#### **4. Parties Covered by this Agreement**

This Agreement covers the:

- (a) Commissioner;
- (b) Association of Professionals, Engineers, Scientists and Managers Australia;
- (c) Australian Manufacturing Workers Union;
- (d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (ETU Branch);
- (e) Community and Public Sector Union; and
- (f) employees employed within Territory Generation in a classification set out in Schedule 1

#### **5. Relationship to PSEM Act and Awards**

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 8 (Long Service Leave);

*Note: The application of By-law 8 is subject to the provisions of clause 74 of this Agreement dealing with Long Service Leave.*

- (b) By-law 14 (Defence Service Leave);
- (c) By-law 16 (Leave Without Pay);
- (d) By-law 18 (Miscellaneous Leave);
- (e) By-law 26 (Northern Territory Allowance), subject to clause 62;
- (f) By-law 33 (Recreation Leave Airfares);
- (g) By-law 42 to 44 (Remote Locality Provisions); and

*Note: The application of PSEM By-laws 42 to 44 are subject to the provisions of clause 33 of this Agreement dealing with Remote Localities.*

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

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

- 5.3 The parties acknowledge that the *Northern Territory Public Sector Enterprise Award 2016* underpins the terms and conditions in this Agreement, but does not prevail over any term or condition in the Agreement.

## **6. Objectives of Agreement**

- 6.1 The parties acknowledge:
- (a) that a cooperative approach is necessary to effectively implement this Agreement;
  - (b) that continuous improvement strategies, such as improved human resource practices, flexibility in working arrangements and work methods, skills enhancement, individual development, professional development programs, asset growth, and new business opportunities, are necessary to ensure the efficiency and productivity of Territory Generation, whilst at the same time improving and maintaining ongoing employment opportunities, and specifically employment security; and
  - (c) 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.
- 6.2 The parties will continue to strive towards productivity improvements during the life of this Agreement, including:
- (a) avoiding injury to our people or damage to our assets and the environment;
  - (b) improved quality of service;
  - (c) more responsive solutions to client demands;
  - (d) more cost-effective management and work practices;
  - (e) better use of employees' skills;
  - (f) improved accountability, governance and administrative arrangements;
  - (g) improved access to and use of new technologies; and
  - (h) commitment to and achievement of organisational strategic objectives.

## **7. Code of Conduct**

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

## **8. Safety, Health, Welfare, Discrimination and Workloads**

- 8.1 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; and

- (b) enabling the employer to meet its statutory obligations and strategic corporate objectives.
- 8.2 The parties are committed to achieving and maintaining a safe and healthy work environment. It is acknowledged that Territory Generation wants employees to be safe in everything they do and, consistent with its safety values, both the employer and employees will take all reasonably practicable measures to prevent injuries in the workplace, and to promote the health, safety and welfare of employees and others, 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 that all safety equipment purchased by Territory Generation complies with relevant Australian Standards;
  - (c) continuation of appropriate mandated safety training;
  - (d) provision of appropriate safety training and resources for members of safety committees; and
  - (e) monitoring of employee's working hours and utilisation of options to ensure that hours do not reach a level that compromises health and safety including:
    - (i) a commitment that no employee be expected to work beyond 16 hours without a rest period (or such lesser hours as are considered appropriate having regard to agreed guidelines relating to fatigue management, as varied from time to time);
    - (ii) redesign of work processes;
    - (iii) review of organisational structures;
    - (iv) training and development; and
    - (v) employee resources within immediate and related work areas.
- 8.3 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour, discrimination and bullying and will take all reasonably practicable steps to:
- (a) foster a culture of respect in the workplace; and
  - (b) ensure employees are treated appropriately and not subject to bullying.
- 8.4 The parties are committed to achieving an appropriate work life balance. Whilst recognising that there may be unavoidable peak work periods which result in increased workloads and overtime levels, the parties support the principle that Territory Generation is sufficiently resourced to enable employees to perform their job within their ordinary hours plus any reasonable additional hours. To enable this, the CEO will monitor workloads and staffing levels and implement such strategies as are necessary to facilitate reasonable workloads.

- 8.5 In the event that an employee experiences ongoing and sustained workload issues, corrective action will be agreed between the employee and Territory Generation as follows:
- (a) the employee will approach their manager at first instance to discuss options for resolving the matter (eg additional training, resourcing, time off in lieu), and may request in writing a review of the workload issues; and
  - (b) if no resolution is agreed within three months, the matter will be escalated to the Manager People and Culture for further consideration.
- 8.6 In addition, overall workload trends may be reported to the GCC.

## **9. Employment Security**

- 9.1 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within Territory Generation, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 9.2 The agreement in clause 9.1 to have no involuntary redundancies depends upon the mutual agreement to reasonable retraining and re-deployment to a position which is equivalent in status and remuneration within an employee's current locality to the extent that would not require a move of residence or travel further than a 50km radius of their original work location.
- 9.3 In recognition of its commitment to employment security, Territory Generation will use natural attrition, redeployment, and voluntary redundancy as the principal mechanisms should any decrease in workforce size be necessary during the life of this Agreement.
- 9.4 Variations to the principal mechanisms referred to in clause 9.3 will be negotiated and agreed between the parties as required.

## **10. Redeployment and Redundancy**

- 10.1 The provisions of Schedule 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements do not apply in transfer of business or transfer of employment situations where work of Territory Generation is transferred or outsourced to another employer and the employee is offered employment with the second employer to perform the same or substantially similar work.
- 10.2 The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:
- (a) the second employer recognises the employee's service with Territory Generation; or
  - (b) the employee rejects an offer of employment made by the second employer that:
    - (i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms and

conditions of employment with Territory Generation immediately before termination; and

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

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

## **11. Period of Operation**

- 11.1 This Agreement will commence seven days after it is approved by the FWC (the commencement date) and will have a nominal expiry date of 15 July 2022.
- 11.2 The parties agree to commence negotiations for a replacement enterprise agreement, at least four months prior to the expiry of this Agreement, or earlier or later by agreement between the parties to the Agreement.

## **12. No Extra Claims**

- 12.1 This Agreement constitutes a final settlement of the parties' claims.
- 12.2 The parties agree that they will not for the period from commencement of this Agreement until its expiry, make claims for the making of a further agreement, whether in relation to matters dealt with in this Agreement or otherwise.

## **PART B – CONSULTATION AND DISPUTE RESOLUTION**

### **13. Dispute Settlement Procedures**

- 13.1 Subject to clauses 13.2 and 13.3 this clause sets out procedures to settle a dispute that relates to:
- (a) a matter arising under this Agreement; or
  - (b) the National Employment Standards.
- 13.2 This clause does not apply in relation to disputes about:
- (a) refusals for requests for flexible work arrangements on reasonable business grounds under clause 18.4 and 75.19(e) of the Agreement and section 65(5) of the FW Act; or
  - (b) refusals for requests for extended parental leave on reasonable business grounds under clause 75.20 of the Agreement and section 76(4) of the FW Act.
- 13.3 An employee who has a grievance about matters referred to in clause 13.2 can utilise section 59 of the PSEM Act to have the decision reviewed.
- 13.4 In the event of a dispute about a PSEM By-law issued under the PSEM Act that applies to Territory Generation, clauses 13.6 to 13.7 will apply.
- 13.5 General
- (a) Subject to the requirements of the FW Act a party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute.
  - (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.

### 13.6 Internal Resolution

- (a) In the event of a dispute, the parties will in the first instance endeavour to resolve the matter internally as follows:
  - (i) The employee will refer the matter to their immediate supervisor for resolution, who may request that the employee provide written details of the matter, provided that where the dispute concerns alleged actions of the immediate supervisor, the employee may bypass this step.
  - (ii) If the matter cannot be resolved under clause 13.6(a)(i) above, it will be referred in writing to the relevant manager for resolution.
  - (iii) If the matter cannot be resolved under clause 13.6(a)(ii) above, it will be referred in writing to the CEO for resolution.
  - (iv) If the matter cannot be resolved under clause 13.6(a)(iii) above, it will be referred in writing to the Commissioner for resolution.
- (b) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in clause 13.6(a) will begin within 48 hours of, and be completed within five working days of the referral relating to that particular stage.

### 13.7 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 13.6, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 13.5 and 13.6 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before the FWC will be regarded as completed when:
  - (i) the parties have reached agreement on the settlement of the dispute; or
  - (ii) the member of the FWC conducting the conciliation has either of the member's own motion, or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

### 13.8 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.

- (c) Subject to clause 13.8(d), the determination of the FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

#### **14. Generation Consultative Committee**

- 14.1 The GCC is a forum to regularly consult on the implementation of significant organisational and attitudinal reforms.
- 14.2 Territory Generation recognises the importance of appropriate consultation and information sharing through the GCC when implementing reforms.
- 14.3 The GCC will adopt a charter which includes provisions regarding:
  - (a) membership composition and appointment process;
  - (b) schedule of meetings and quorum;
  - (c) meeting agendas (including identification of standing agenda items) and minute taking; and
  - (d) establishment and operation of working parties or projects falling within the scope of the GCC.
- 14.4 The parties acknowledge that the GCC has the power to make recommendations but is not a decision making body.
- 14.5 Territory Generation and the GCC will monitor implementation of this Agreement and cooperate in resolving any matters which might arise in giving effect to any part of this Agreement. In doing so, the GCC will not consider the application, interpretation or modification of the terms and conditions of employment governed by this Agreement.

#### **15. Introduction and Management of Change**

- 15.1 Territory Generation is committed to managing the implementation of change effectively and recognises the significant benefits to be gained by Territory Generation and its employees through regular discussion and consultation between the parties.
- 15.2 The parties undertake to facilitate the process of change and reform by a cooperative approach to change management and by observing the following principles where substantial change to production, program, organisation, structure, or technology is proposed that is likely to have a significant effect on employees:
  - (a) Territory Generation will consult with affected employees throughout the change process, identifying reasons for change, the objectives to be achieved, the likely effect on the employees, and proposed measures to mitigate any adverse effect; and will give prompt and genuine consideration to matters raised by affected employees in response;
  - (b) Territory Generation will allocate adequate resources to the change process to ensure that it is effectively and efficiently implemented, and upon request will provide resourcing details to affected employees;

- (c) relevant human resource management principles including fair and sensitive treatment and support facilities for displaced employees, prompt resolution of problems and grievances, regard to the general wellbeing of employees, and monitoring of individual workloads will be observed.
  - (d) Territory Generation will consult with the GCC in relation to the change process to ensure that, as far as possible, the outcomes match the objectives;
  - (e) processes and practices will aim to create a more positive, stable and harmonious industrial relations climate; and
  - (f) where large scale change and restructuring is proposed, prior consultation will take place in accordance with the redeployment and redundancy provisions set out in Schedule 4.
- 15.3 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 elimination or diminution 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.
- 15.4 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 of the proposed change; and
  - (b) clauses 15.5 to 15.6 apply.
- 15.5 As soon as practicable after proposing to introduce a change to the regular roster or ordinary hours, the CEO must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion, provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the CEO reasonably believes will be the effects of the change on the employees; and

- (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees; and
  - (c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 15.6 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- In this clause:
- 15.7 **relevant employees** – means the employees who may be affected by a change referred to in clause 15.2 or 15.4.
- 15.8 A relevant employee may appoint a representative for the purposes of the procedures in this clause.
- 15.9 If:
- (a) relevant employee(s) appoint a representative for the purposes of consultation; and
  - (b) the employee or employees advise the CEO of the identity of the representative;
- the CEO must recognise the representative.
- 15.10 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

## **16. Individual Flexible Arrangements**

- 16.1 This CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement (including Schedules) if the arrangement:
- (a) deals with one or more of the following matters of this Agreement:
    - (i) arrangements about when work is performed within the span of hours;
    - (ii) payment for overtime taken as pay or time off in lieu of payment;
    - (iii) commuted salaries or allowances.
  - (b) meets the operational needs of Territory Generation;
  - (c) is genuinely agreed to by the CEO and employee;
  - (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
  - (e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and

- (f) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 16.2 An employee or the CEO can initiate in writing a request for an individual flexibility arrangement.
- 16.3 The CEO must ensure that the individual flexibility arrangement:
  - (a) is in writing;
  - (b) includes the name of the employee;
  - (c) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms; and
    - (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; and
  - (e) states the period of operation of the arrangement.
- 16.4 To take effect, the individual flexibility arrangement must be approved by the employer and implemented via a determination or other appropriate instrument and the CEO must give the employee a copy of the determination or other appropriate instrument within 14 days of the employer's approval.
- 16.5 The employer will not approve an individual flexibility arrangement unless they are satisfied that the requirements of this clause have been met.
- 16.6 The CEO or employee may terminate the individual flexibility arrangement:
  - (a) by giving written notice of not more than 28 days (or in accordance with the FW Act requirements) to the other party to the arrangement; or
  - (b) if the CEO and employee agree in writing – at any time.
- 16.7 An employee may choose to be represented by a nominated representative in relation to the development and implementation of individual flexible arrangements under this clause.

## **17. Variation to Working Arrangements for Groups of Employees**

- 17.1 A group of employees and Territory Generation may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:
  - (a) hours of work, including rostered days off, restricted duties or flextime;
  - (b) commuted salaries or allowances;

- (c) meal breaks; or
- (d) leave.

17.2 Agreement to vary work arrangements will:

- (a) result in more efficient operations;
- (b) be genuinely agreed to by the majority of employees involved;
- (c) result in the employees being better off overall than the employees would have been if no variation has been made;
- (d) be recorded in writing and approved by the CEO or their nominated delegate;
- (e) if required by the parties, include a mechanism to terminate and/or review the agreed work arrangements; and
- (f) require approval of the employer and implemented via a determination or other appropriate instrument.

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

## **18. Work Life Balance Package**

18.1 Work Life Balance Initiatives

- (a) Territory Generation is committed to providing employees with flexibility to assist in balancing work and life commitments. The following initiatives may be accessed by employees (with the exception of clause 18.4, this clause does not apply to casual employees):
  - (i) use of individual flexible arrangements as per clause 16;
  - (ii) home-based work;
  - (iii) job sharing;
  - (iv) part-time work;
  - (v) career breaks;
  - (vi) part-year employment;
  - (vii) short term absences for family and community responsibilities; and
  - (viii) use of flexible working hours (flextime).
- (b) In addition to the above, the following initiatives in relation to leave may also be accessed by employees to assist in balancing work and life commitments:
  - (i) utilisation of recreation leave at half pay;
  - (ii) purchase of additional leave; and

- (iii) advance notice of extended leave without pay (up to 12 months).

18.2 General Principles in relation to Work Life Balance Initiatives:

- (a) An employee's request to access work life balance initiatives:
  - (i) must be in writing; and
  - (ii) set out details of the change sought and the reasons for the request.
- (b) When considering applications from employees wishing to access the initiatives specified in clause 18.1(a), the CEO must ensure that:
  - (i) Territory Generation's operational requirements are met and services are not disrupted;
  - (ii) employees fulfil the criteria outlined in this clause;
  - (iii) fair and reasonable consideration is given to employee applications; and
  - (iv) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.
- (c) When considering applications from employees wishing to access the leave initiatives in clause 18.1(b), the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where employees are likely to have significant accrued leave entitlements at the time of accessing the leave initiatives.
- (d) The CEO must provide written reasons for a decision where an employee's application is refused.
- (e) The CEO may establish internal procedures for assessing an employee's application, which must not be inconsistent with the provisions of this clause.
- (f) Employees accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development, information and meetings, as other employees.
- (g) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with clause 61 of PSEM Act.

18.3 In addition to the general principles contained in this clause, access to the initiatives described in:

- (a) Clause 18.1(a) and 18.1(b)(iii) above must be in accordance with any relevant Agreement provisions, guidelines or policies; and
- (b) Clause 18.1(b)(i) and 18.1(b)(ii) above must be in accordance with the specific requirements of Schedule 6.

#### 18.4 Formal Requirements for Particular Groups of Employees

(a)

- (i) In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change their working arrangements because certain circumstances, as set out in clause 18.4(a)(ii) below, apply to them and the employee would like to change their working arrangements because of those circumstances, the requirements of this clause will apply.
- (ii) The following are the circumstances, the employee:
  - is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - is a carer (within the meaning of the *Carer Recognition Act 2010*);
  - has a disability;
  - is 55 or older;
  - is experiencing violence from a member of the employee's family;
  - provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

(b) The employee's request must:

- (i) be in writing; and
- (ii) set out details of the change sought and the reasons for the request.

(c) The CEO must:

- (i) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
- (ii) only refuse the request on reasonable business grounds as set out in clause 18.4(d); and
- (iii) if the request is refused, provide details of the reasons for the refusal.

(d) For the purposes of clause 18.4(c)(ii) reasonable business grounds includes, but are not limited to:

- that the new working arrangements would be too costly for Territory Generation;

- that there is no capacity to change the working arrangements of other employees to accommodate the request;
- that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
- that there is likely to be a significant loss in efficiency or productivity;
- that there is likely to be a significant negative impact on customer service.

(e) An **eligible casual employee** is defined under clause 75.3(f) (Parental Leave).

## **PART C – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

### **19. Recognition of Prior Employment**

- 19.1 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 Territory Generation within a 12 month period will have the immediate period of prior service recognised as continuous.

### **20. Part-time Employment**

- 20.1 Part-time employees are employees employed to work less than 37.5 hours per week, provided that Territory Generation may only employ a part-time employee on less than 7.5 hours per week at the request of the employee.
- 20.2 No employee who is currently employed on a full-time basis will be required to convert to part-time employment without their consent.
- 20.3 The span of hours for part-time employee will be the same span applicable to full-time employees.
- 20.4 Overtime will only be paid for work directed to be performed in accordance with clause 67.
- 20.5 The CEO and a part-time employee will agree, in writing, on a regular pattern of work, including which days of the week the employee will work and the actual starting and finishing times each day, provided that no part-time employee will be required to work less than two hours on any day.
- 20.6 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.
- 20.7 Entitlement to apply for a pay progression or bonus in accordance with clauses 42 and 43 will be on the basis of having participated in a MyPlan or OurPlan cycle for the same period as a full-time employee, regardless of the number of hours worked.

### **21. Casual Employment**

Territory Generation may employ persons on a casual basis for the purpose of meeting particular needs, on terms and conditions set out in Determination Number 17 of 2015 (Casual Employment) or as varied from time to time.

### **22. Apprentices**

- 22.1 Territory Generation is committed to continuing as a host employer of apprentices.
- 22.2 Territory Generation will have a targeted intake of three apprentices each year, including females and people of diverse cultures.
- 22.3 Territory Generation will increase apprentice numbers in strategic areas, where current vacancies exist and adequate supervisory ratios can be achieved.

- 22.4 On the successful completion of their apprenticeship, Territory Generation will offer an apprentice temporary employment for a minimum of six months, subject to ongoing satisfactory performance.
- 22.5 An offer of permanent employment will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand and the successful performance of the individual apprentice.
- 22.6 The commencing salary for an apprentice accepting employment under clauses 22.4 or 22.5 will be in accordance with the Trade Technical or Operator/Maintainer entry/progression requirement provisions within Schedule 3 of the Agreement.
- 22.7 An existing employee of Territory Generation entering into an apprenticeship with Territory Generation 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.
- 22.8 An apprentice will be accompanied by a qualified tradesperson during trade related work.
- 22.9 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.

## **23. Graduates**

- 23.1 The CEO is committed to providing a Territory Generation Graduate Development Program.
- 23.2 There shall be a targeted intake of two (2) graduates each year on the Territory Generation Graduate Development Program, including females and people of diverse cultures.
- 23.3 The commencing salary for a graduate shall be in accordance with the graduate provisions within the salary tables of Schedule 1 of the Agreement.

## **24. Use of Contractors for Core Work**

- 24.1 General
- (a) Territory Generation will require and continue to use contractors to carry out core work on assets, systems.
  - (b) Subject to clause 24.5(e), the parties recognise and accept that circumstances arise in Territory Generation where the use of contractors is both desirable and/or essential.
  - (c) This clause does not require Territory Generation to cease the use of contractors from whom services have previously been acquired or from whom Territory Generation was under an obligation to acquire services from as at the time that this commencement of this Agreement was approved by the Fair Work Commission.

- (d) Consultation and resolution of disputes in relation to use of contractors 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 24 includes:
  - (i) Labour Hire organisations; and
  - (ii) Apprentice provider organisations.

#### 24.2 Guidelines

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

- (a) the work volume is beyond the capacity of the resources or staff of Territory Generation; or
- (b) the type of work or specialisation required is beyond the capacity of the resources or staff of Territory Generation;
- (c) it is in the public interest to undertake such work (note public interest includes issues of cost effectiveness); and
- (d) the security of employment of employees engaged in Territory Generation will not be impaired by the use of contractors. In particular, Territory Generation does not intend to utilise contractors to reduce its commitment to training of ongoing employees or to reduce, or merely to avoid increases in, the ongoing workforce.

#### 24.3 Prior notice of Contractor use

- (a) Territory Generation will consult with the relevant unions if it decides to enter into any significant new use of contractors and where relevant will provide appropriate details about the proposed use of such contractors.
- (b) Every effort will be made to give prior notice when urgent contract work is required.

#### 24.4 Training

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

#### 24.5 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 (ie statutory agreement or award(s));

- (ii) safe working practices including PPE and test equipment equivalent to that used by Territory Generation employees;
  - (iii) relevant training requirements;
  - (iv) all relevant licensing and registration requirements;
  - (v) all relevant Codes of Practice and Standards established or promulgated by the appropriate industry regulator or standard setting entity including those prescribed under relevant legislation; and
  - (vi) all occupational health and safety, workers' compensation and quality assurance standards as set out in the contract, including reporting on compliance at intervals prescribed in the contract.
- (b) Sanctions will be prescribed in contracts for breaches of these obligations, noting that in the case of serious and ongoing breaches the contract should be terminated.
- (c) For the purpose of clause 24.5(d), the following definitions apply:
- Contractor Rates of Pay means the salary and allowances of employees of Contractors contained in relevant Modern Awards or Enterprise Agreement for that contractor and its employees (Contractor Rates of Pay).
- Floor Aggregate Rates means the floor aggregate rates of pay for the relevant core roles, including rate of pay and allowances, relating to Core Work as defined in 24.6 The floor aggregate rate will be determined by Territory Generation in consultation with the Generation Consultative Committee, and which will be reviewed on an annual basis and notified to the Generation Consultative Committee.
- (d) When 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.
- (e) The new provisions of clause 24.5(c) and 24.5(d) will commence no later than six months from the date this Agreement is approved by the Fair Work Commission

#### 24.6 Core Work Definitions

- (a) Generation activities means operations and routine maintenance work (other than major overhauls) currently performed by employees on the following power station plant, directly associated with the generation of electricity:
- (i) boilers;
  - (ii) Gas and Steam Turbines (turbine and reciprocating engines);
  - (iii) Associated fuel systems;
  - (iv) unit auxiliary plant;

- (v) chemical plant; and
  - (vi) Renewable Energy.
- (b) This definition does not include any work or operations, which have been acquired prior to the commencement of this Agreement.

*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 Territory Generation.*

#### 24.7 Consultation

- (a) Contractors of many types will continue to be a normal part of Territory Generation's operations as has been the case for many years.
- (b) As Territory Generation evolves and responds to the competitive electricity market, the pressures to operate in a commercially sound and economically sustainable manner will continue to determine the way Territory Generation conducts its business.
- (c) Territory Generation will discuss the use of contractors and outsourcing arrangements with the relevant section of the workforce and union delegates as part of a structured work unit and work planning process.
- (d) The intent of consultation is to ensure:
  - (i) more effective use of in house skills and resources;
  - (ii) improved quality of contract work;
  - (iii) safety whilst performing the contract work;
  - (iv) work performance;
  - (v) asset maintenance;
  - (vi) more direct employee involvement in the coordination and management of contractors or developers; and
  - (vii) improvement in job security and/or career development opportunities for employees.
- (e) The consultation will occur within work units and will provide employees and union delegates with a formal mechanism in which they can discuss matters arising from work performance under a particular contract or contractor with a view to ensuring compliance with this Agreement.
- (f) Consultation on the use of contractors will be a regular agenda item of weekly, fortnightly or monthly (whichever is appropriate) workplace meetings and will be included as part of the GCC process with quarterly reviews on the use of contractors in conjunction with a rolling 12 month forward works program.

## 24.8 Contract Compliance and Supervision

- (a) Territory Generation will examine all relevant information contained within the relevant contract to ensure compliance.
- (b) The CEO will develop appropriate contract management skills within Territory Generation to assist in the adherence to the relevant standards including statutory and contractual requirements for those employees directly responsible for the:
  - (i) management of work performed by contractors;
  - (ii) monitoring of compliance by contractors with the matters specified in clause 24.5(a)(i);
  - (iii) monitoring of compliance by contractors with safety obligations;
  - (iv) safety inspections;
  - (v) coordination of work performed by contractors; or
  - (vi) acceptance of work performed by contractors or developers.
- (c) A similar approach will be taken in relation to the standards specified for developers and others involved in either extensions of the current network, major projects or asset enhancements.
- (d) Hazards will be identified and managed in accordance with applicable legislation and Territory Generation procedures, including involvement of appropriate internal (and, where necessary, external) parties set out in relevant procedures.

## 25. Probation

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

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

## 26. Termination, Resignation and Abandonment of Employment

### 26.1 Notice of Termination by the CEO

- (a) Subject to clause 26.1(d) below, in order to terminate the employment of an employee, Territory Generation will give the employee the following notice in accordance with their years of continuous service:
  - (i) not more than 1 year 1 week;
  - (ii) more than 1 year but not more than 3 years 2 weeks;
  - (iii) more than 3 years but not more than 5 years 3 weeks; or
  - (iv) more than 5 years 4 weeks.

- (b) The period of notice is to be increased by one (1) week of the employee is over 45 years old and has completed at least two (2) years continuous service with Territory Generation.
- (c) Payment in lieu of the prescribed notice will be made if the appropriate notice is not given, with such payment to equal the total of all amounts that the employee would have been entitled to had the employment continued until the end of the notice period, including ordinary hours of work, allowances, loadings and penalties.
- (d) An employee is not entitled to notice or payment in lieu of notice in the case of termination for serious misconduct.

#### 26.2 Notice of Termination by Employee

- (a) In order to terminate their employment with Territory Generation, an employee will give the following notice in accordance with their years of service:
  - (i) Not more than one (1) year 1 week;
  - (ii) More than one (1) year but not more than 3 years 2 weeks;
  - (iii) More than three (3) years but not more than 5 years 3 weeks; or
  - (iv) More than five (5) years 4 weeks.
- (b) Subject to clause 26.2(c) below, if an employee leaves without giving and working out the required notice, the employee forfeits an amount equal to the salary for the period not worked.
- (c) Where agreement is reached with the CEO for the employee to give shorter notice than the period specified in clause 26.2(a) the agreement will be recorded in writing by Territory Generation and the employee will not forfeit any salary.

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

#### 26.4 Abandonment of Employment.

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

- (a) the CEO will notify the employee in writing that unless the employee returns to work within a further 10 working days of the date of the notice, the employee's employment with Territory Generation will be terminated; and
- (b) if the employee fails to return to work, or to respond to the notice providing a valid reason for their continuing absence, within the period specified in clause 26.4(a) above, the employee will be terminated.

## **27. Medicals**

- 27.1 An employee may request a job specific periodic medical at Territory Generation's expense every two (2) years from the date of commencement.
- 27.2 Should the periodic medical indicate a job related medical condition, the employee will advise Territory Generation of the condition so that measures can be agreed upon to address the matter.
- 27.3 The introduction of periodic medicals is not intended to replace the use of regular testing for eye sight, hearing or other regular specific medical tests associated with particular jobs or roles within Territory Generation.

## **28. Training and Development**

- 28.1 Territory Generation acknowledges the important contribution of training as a continuous improvement strategy resulting in greater efficiencies and enhanced capability and career opportunities for employees.
- 28.2 Training and development opportunities will be:
  - (a) planned and budgeted for;
  - (b) relevant to the stated outcomes in Territory Generation's Statement of Corporate Intent and Work Unit Plans; and
  - (c) subject to operational requirements.
- 28.3 Planning for training and development opportunities is a shared responsibility between Territory Generation managers and employees, with relevant training and development needs identified, agreed and approved during the annual performance achievement process.

## **29. Timesheet Recording**

Employees involved in repair and maintenance or capital expenditure projects are required to record time worked against operational 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.

## **30. Corporate Safety Initiative**

- 30.1 Territory Generation is committed to encouraging proactive and positive safety behaviours at an individual and corporate level. In recognition that such initiatives lead to positive safety outcomes the following safety initiative bonuses will apply:
  - (a) \$500 annual individual safety initiative bonus (provided under clause 43.6) based on an employee's successful achievement against individual safety targets agreed during the performance management achievement process; and

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

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

- 30.2 The bonuses will be paid to eligible employees on the pay day of the first pay period commencing on or after 9 August.
- 30.3 Further detail relating to the individual and corporate safety bonuses (including safety targets) and timeframes for implementation are set out in Schedule 5.

### **31. Fitness for Work**

- 31.1 Significant changes to the fitness for work procedures will be undertaken in consultation with employees and their representatives through the GCC.
- 31.2 The fitness for work procedure will incorporate the following agreed principles:
  - (a) rehabilitative focus including the facilitation of medical and other assistance;
  - (b) compliance with privacy principles;
  - (c) provision of education and training in relation to both the procedure itself and the matters that it seeks to address;
  - (d) referral to mechanisms for recording/reporting and monitoring of incidents and outcomes and the fair, rigorous, consistent and transparent application of procedure/s;
  - (e) alcohol or other drug related impairments will be treated like any other impairment; and
  - (f) generally, impairment should not affect job security or employment conditions.

### **32. Work Organisation**

- 32.1 Employees must work flexibly to suit changing work needs. To ensure effective and efficient operations:
  - (a) The CEO may direct employees to undertake all work within their remuneration level skills, training competence and development, including work within their skills and competence that is incidental 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.
- 32.2 The CEO will consult with the GCC in respect of proposed substantial change to production, program, organisation, structure, or technology that is likely to have a significant effect on employees.

- 32.3 Prior to a final decision being taken to outsource a function or service currently being performed by employees, Territory Generation will consult with the affected employees and their union in accordance with clause 15 (Introduction and Management of Change.)

### **33. Remote Localities**

- 33.1 Subject to clauses 33.2 and 33.3 below, the terms and conditions set out in the following instruments, as varied from time to time, apply to Territory Generation employees residing in remote localities:

- (a) By-laws 42 (General), 43 (Fares Out) and 44 (Allowance for Freight on Household Goods);
- (b) Determination Number 8 of 2015 (Remote Locality Provisions);
- (c) Determination Number 1017 of 2018 (Satellite TV or Internet Service Reimbursement).

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

- 33.3 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 (1) dependent– 29 kilograms per week (or an aggregate of 116 kilograms per calendar month); and
- (c) employees with more than one (1) dependent – 39 kilograms per week (or an aggregate of 156 kilograms per calendar month);

- 33.4 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 33.4(c).
- (c) The electricity subsidy for the dependent/after-hours rate is payable only where the employee:
  - (i) has recognised dependents, being an employee's spouse, or children under the age of 18, who:
    - A. reside with the employee;

- B. are not eligible for assistance with electricity costs from any other source; and
    - C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the employer; or
  - (ii) is a shiftworker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.
- 33.5 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 (1) subsidy is payable per dwelling.

### **34. Laundry Facilities**

- 34.1 Territory Generation will establish appropriate laundry facilities at its industrial sites to provide for the laundering of heavily soiled PPE.
- 34.2 Employees using these facilities will do so in their own time.

### **35. Union Related Matters**

#### **35.1 Union Representation**

- (a) Territory Generation recognises the:
  - (i) contributory role of unions in helping to facilitate co-operative and harmonious workplace relations; and
  - (ii) legitimate right of unions to represent those employees who are members, or eligible to become members.

An employee formally elected as a union delegate in Territory Generation shall be recognised as an accredited representative of the union. Subject to operational requirements and prior notice, an accredited union delegate shall be allowed reasonable time during working hours to consult with members or employees who are eligible to become members on employment matters affecting employees.

- (b) A union delegate will advise the CEO that they have been appointed as a union delegate.
- (c) In addition, in recognition of the change management agenda within Territory Generation, and the communication and feedback role that accredited union delegates play in relation to this, subject to the prior approval of the CEO, an accredited union delegate will be allowed reasonable time during working hours to facilitate communications and meetings with union officials and/or members

on agreement related matters, including quarterly accredited union delegate meetings.

### 35.2 Union Training Leave

- (a) For the purpose of assisting employees 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 union delegate or nominated employee representative with up to five days paid leave per annum to attend union training courses conducted by the union or approved by the union.
- (b) The approval of an employee to attend a training course shall be subject to operational requirements of Territory Generation.
- (c) An employee seeking to take training leave under this clause must:
  - (i) unless agreed by the CEO, have completed at least 12 months continuous service prior to taking training leave; and
  - (ii) have been nominated by the union to attend the course for which the training leave is sought.
- (d) The employee will only be paid for the period of training if:
  - (i) the employee provides evidence satisfactory to the CEO of their attendance at the course for which training leave was sought; and
  - (ii) unless agreed by the CEO, the CEO has received not less than four weeks written notice of nomination from the union, setting out the time, dates and content of the course.
- (e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.
- (f) Leave granted under this clause will count as service for all purposes.

### 35.3 Communications

For the purpose of assisting employees to understand their rights and entitlements under the Agreement, the CEO shall, where practicable, make available facilities to assist the union to display notices that are relevant to employment matters on dedicated union notice boards.

### 35.4 Delegates Rights and Obligations

- (a) The role of union workplace delegates and other elected union representatives is to be respected and facilitated.
- (b) An employee may have a union representative to represent the employee in a dispute or workplace matter and make representations on behalf of the employee.

- (c) The CEO and union workplace delegates must deal with each other in good faith.
- (d) The rights and obligations of union 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 delegates to represent their members in the workplace (e.g. during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);
  - (iii) ability for delegates to have access to paid time to consult with employees;
  - (iv) reasonable access to Territory Generation facilities (including telephone, facsimile, photocopying, internet, email facilities, and meeting rooms) for the purpose of work as a delegate;
  - (v) opportunity to inform employees about union membership;
  - (vi) ability to represent employees at an industrial tribunal;
  - (vii) maintaining the confidentiality of Territory Generation information as well as information about NTPS employees;
  - (viii) all parties will behave in a professional, productive and ethical manner;
  - (ix) a delegate would be expected to carry out their normal duties; and
  - (x) ability for an official to “walk around” a workplace, accompanied by an appropriate Territory Generation employee where necessary, to hold individual discussions contingent on the nature of the work being performed in the workplace, subject to discussion with and prior approval of the CEO. Approval for “walk around” will not be unreasonably withheld.

## **PART D – RATES OF PAY AND RELATED MATTERS**

### **36. Rates of Pay**

36.1 Salary rates and structures are shown in Schedule 1.

### **37. Adjustments in Salaries and Allowances**

37.1 The salary rates and structures in Schedule 1 reflect the following salary increases to be paid under this Agreement:

- (a) 2.5% effective from 26 July 2018;
- (b) 2.5% from the first full pay period commencing on or after 16 July 2019;
- (c) 2.5% from the first full pay period commencing on or after 16 July 2020;
- (d) 2.5% from the first full pay period commencing on or after 16 July 2021.

37.2 The First Aid (as it applies to nominated first aid officers not in receipt of the Consolidated Disability allowance), Tool and Overtime Meal allowances will be adjusted annually in accordance with clause 37.1.

37.3 The Motor Vehicle; Relocation; Accommodation in conjunction with fares out; Travelling; 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 employer will give effect to any subsequent annual adjustments required under the Agreement through a determination.

37.4 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.

37.5 The Damaged Clothes, Tools, and Northern Territory allowances, along with any bonuses payable under this Agreement, are not adjustable.

37.6 The Industry Specific Skills Allowance will:

- (a) be increased by 2.5% per annum for the following classifications: Trade Assistants, Trade Technicals, Technical Specialist (TS) and Senior TS, Technical Coordinators (TC) and Senior TC, Operators (OP), Senior OP and Operator/Maintainer in accordance with Schedule 2; or
- (b) remain as a fixed amount for those employees in the Science and Engineering Professional classifications in accordance with Schedule 2; and
- (c) be reviewed during the term of the agreement.

### **38. Payment of Salaries and Allowances**

- 38.1 Unless otherwise stated, salaries and allowances will be paid fortnightly by electronic funds transfer into a bank, building society or credit union account nominated by the employee.
- 38.2 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.
- 38.3 Electronic pay data in lieu of paper pay slips will be maintained across Territory Generation where possible.

### **39. Annualised Salaries**

- 39.1 Annualised salaries provided under this agreement will be established in accordance with clause 16 (Individual Flexible Arrangements), or clause 17 (Variation to Working Arrangements for Groups of Employees) of the agreement.

### **40. Technical Coordinator Salary Arrangements**

- 40.1 Technical Coordinators assist in ensuring Territory Generation's strategic objectives are realised at the operational level.
- 40.2 In recognition of this, to better distinguish these roles from the purely operational nature of Trade Technical positions, and to facilitate the creation of a stronger middle management culture amongst Technical Coordinators, Territory Generation has an outcomes focused salary package arrangement for Technical Coordinators.
- 40.3 An additional hours component equating to approximately 265 hours per annum is rolled into the base salary of Technical Coordinators, on the following basis:
  - (a) Territory Generation expects Technical Coordinators to embrace leadership capability and development initiatives comprising part of Territory Generation's continuous improvement program which are designed to assist employees to operate more strategically, proactively and efficiently in the performance of their role through changes to work method and output.
  - (b) The rolled up component represents a reasonable outer limit of annual additional hours that Technical Coordinators may be expected to perform, and within which they should be able to effectively carry out the requirements of their role.
  - (c) The rolled up component is paid in lieu of overtime (clause 67), call out (clause 68), Extra Duty Allowance (clause 50) or annualised salary payments that Technical Coordinators would otherwise be entitled to under this Agreement.
- 40.4 Technical Coordinators who are required to participate in a call out roster will be entitled to the Availability Allowance specified under clause 48.
- 40.5 In the event that a Technical Coordinator experiences a significant change in workload or hours of work that is inconsistent with the principles stated in clause 40.3, the

process specified for resolving the matter as specified in clause 8.5 will apply.

#### **41. Operator/Maintainer Classification**

- 41.1 If during the period of this agreement Territory Generation propose to introduce the Operator Maintainer classification at the Owen Springs Power Station, it shall only occur in accordance with clause 15, Introduction and Management of Change.
- 41.2 Employees transferring to the Operator Maintainer classification, who require additional skills to fulfil the role, will be provided with the necessary training within an appropriate timeframe.

#### **42. Pay Progression**

- 42.1 Automatic annual pay point progressions do not apply to Territory Generation.
- 42.2 Eligibility to pay point progression for the 2018/2019 performance achievement cycle shall be in accordance with clauses 45 and 46 of the *2015-2018 Territory Generation Enterprise Agreement*.
- 42.3 Effective from 1 July 2019, eligibility to pay point progression within the relevant classification is conditional on the successful completion of all components of 'Our Performance Plan' as detailed in clauses 43.4 and 43.5

*Note: Pay progressions for Trade Technical, Operator and Operator/Maintainer streams shall also include completion of job model competencies as identified within 'Our Training and Development Plan'.*

- 42.4 In addition to meeting the requirements for a pay progression under Territory Generation's performance achievement system, a pay progression for trainees and undergraduates is conditional on satisfactory completion of the requirements of their course of study.
- 42.5 Progression to a higher classification level within the stream or in a new stream is based on an employee's successful application for a vacant position, as assessed through the merit selection recruitment process.
- 42.6 Pay Progressions will be limited to one per year.

#### **43. Performance Achievement**

- 43.1 The 'MyPlan' performance achievement system that operates in accordance with clause 46 of the *2015-2018 Territory Generation Enterprise Agreement*, shall apply to employees for the 2018/2019 performance achievement cycle.
- 43.2 Effective from 1 July 2019, the performance achievement system (under which the 'Our Performance Plan' and 'Our Training and Development Plan' (OurPlan) operates) applies to all employees and consists of two parts as detailed in clauses 43.4 and 43.5.
- 43.3 The following process should be utilised to facilitate pay progressions:
  - (a) the employee's 'Our Performance Plan' and 'Our Training and Development Plan' will be developed for a 12 month period each financial year;

- (b) the 'Our Performance Plan and Our Training and Development Plan should be developed in line with the Performance Planning cycle and will be reviewed every quarter to encourage regular communication and feedback opportunities for employees and their supervisor;
- (c) changes to an employee's 'Our Performance Plan' and 'Our Training and Development Plan' will be agreed between the employee and the supervisor;
- (d) and
- (e) on meeting the progression requirements defined within 'Our Performance Plan', the employee will be entitled to a pay progression.
- (f) Pay progressions will apply from the first pay period commencing on or after 1 August of the year of assessment.

43.4 'Our Performance Plan' is mandatory and includes the following elements:

- (a) individual operational outcomes (or team operational outcomes in the case of Trade Technical and Operator employees);
- (b) individual behavioural outcomes;
- (c) priority outcomes (focusing on extra achievement by an individual, in addition to the general requirements of the role); and
- (d) individual Safety Bonus eligibility requirements.

43.5 'Our Training and Development Plan' is optional and includes:

- (a) job Model learning and application outcomes for OMT's, Trade Technical and Operator employees (other than those who have completed all relevant Job Models and to whom 43.5(c) therefore applies);
- (b) corporate training awareness requirements; and
- (c) a competency based training framework or capability framework that has been developed in consultation with the employees to whom that framework applies (other than those who have completed all the relevant competency based training framework or capability framework and to whom 43.5(a) therefore applies).
- (d) 'Our Training and Development Plan' requests are to be entered directly into MyHub by the employee.
- (e) Requests entered in MyHub will be reviewed per quarter by the Executive Leadership Team (ELT) who are responsible for authorising all training and development requests.

43.6 Individual Safety Bonus:

- (a) Employees who are assessed as successfully demonstrating all the requirements of clause 43.4(d), and are entitled to a \$500 Individual Safety Bonus provided

they have been assessed as successfully demonstrating the requirements of clause 43.4(a).

*Note: Employees who receive the Individual Safety Bonus under clause 43.6(a) are then considered eligible for the Corporate Safety Bonus under clause 30.*

**43.7 Administrative and Corporate Services Bonus:**

- (a) The Administrative and Corporate Services Bonus (the “ACS Supplementary Bonus”) is in recognition of the sustained high performance of employees in the Administrative and Corporate Services Officer classification stream in delivering a support services function necessary to ensure the delivery of Territory Generation’s improvement program carried out by operational employees with relevant industry specific skills.
- (b) Employees in the Administrative and Corporate Services Officer classification stream who are assessed as successfully demonstrating all the requirements of clause 43.4 are entitled to a \$500 ACS Supplementary Bonus.

**43.8 Pay Point Progression**

- (a) An employee who successfully completes the requirements under clause 43.4 ‘Our Performance Plan’ shall be entitled to a pay point progression.

**43.9 Top of Band Bonus**

- (a) An employee who is already at the top increment of the designation in which they are employed; and who is assessed as successfully completing the requirements under clause 43.4 ‘Our Performance Plan’ shall be entitled to a top of band bonus as follows:
  - (i) \$1,750 for salary levels up to and including the Band 1 maximum;
  - (ii) \$2,250 for salary levels greater than the Band 1 maximum up to and including the Band 2 maximum;
  - (iii) \$2,750 for salary levels greater than the Band 2 maximum up to and including the Band 3 maximum; and
  - (iv) \$3,250 for salary levels greater than the Band 3 maximum.

**43.10** Top of band bonus under clause 43.9, Individual Safety Bonus under clause 43.6 or the ACS Supplementary Bonus under clause 43.7 will apply from the first pay period commencing on or after 1 August of the year of assessment.

**44. Salary Sacrifice for Employer Superannuation**

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 contributes 6% to Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) may salary sacrifice into NTGPASS or another 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 concessional contribution cap relevant to their age. The employee is responsible for any tax and interest that may be imposed by the Australian Taxation Office 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).

#### **45. Salary Sacrifice Packaging**

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

- (a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;
- (b) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes will be met by the employee;
- (c) an employee shall meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;

- (d) an employee's salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement;  
and
- (e) an employee will provide evidence of having obtained or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

## **PART E – ALLOWANCES AND SPECIAL RATES**

### **46. Industry Specific Skills Allowance**

- 46.1 Territory Generation requires the services of employees with relevant industry specific skills in order to achieve its strategic vision.
- 46.2 To ensure that Territory Generation has the ability to attract and retain employees with relevant industry specific skills and to recognise the importance of skills and knowledge transfer by tradespeople to apprentices and other less experienced Technical employees, an industry specific skills allowance will apply to employees within the Science and Engineering Professional, Technical Coordinator, Technical Specialist, Operator and Trade Technical classification streams at the rates specified in Schedule 2.
- 46.3 An existing Territory Generation employee transferring from a Trade Assistant position to an apprenticeship will continue to be paid at the Trade Assistant rate.
- 46.4 Graduate Science and Engineering Professionals will become eligible for the Band 2 allowance on and from their completion of the graduate program.
- 46.5 For the avoidance of doubt, the allowance is not payable to Trainee Technical or undergraduate employees.
- 46.6 Eligible casual and part-time employees will be paid the allowance on a pro rata basis.
- 46.7 The allowance will count as salary for all purposes.

### **47. Dual Trade Market Allowance**

- 47.1 The parties agree that the terms of a Determination issued by the Commissioner for Public Employment will provide a dual trade market allowance for employees based in a Territory Generation power station, which will operate for the duration of this Agreement.
- 47.2 The allowance will count as salary for all purposes.

### **48. Availability Allowance**

- 48.1 Subject to clause 48.2, 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 Territory Generation's particular operational requirements on a given day,
- will receive a daily allowance equivalent to 25.5% of the Territory Generation Band 2.3 weekly salary rate calculated at a daily rate (over seven days) as outlined in Schedule 2.
- 48.2 Clause 48.1 does not apply to employees in receipt of the call out component of the Extra Duty Allowance, or on an annualised salary arrangement.
- 48.3 An employee who is required to be available for call out on a public holiday is entitled to one (1) days recreation leave credit, or in the case of an employee with an accrued

recreation leave credit equal to or exceeding two (2) years worth of recreation leave entitlements, one (1) additional days ordinary pay.

#### **49. Consolidated Disability Allowance**

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

- (a) Distribution Allowance;
- (b) First Aid Allowance;
- (c) Forklift Allowance;
- (d) Industry Allowance;
- (e) Lines Allowance;
- (f) Mechanical Equipment Operators Allowance;
- (g) Power Station Allowance; and
- (h) Special rates – dirty work, wet work, work inside oil tanks, work on outside of oil tanks, height money, insulation work, confined spaces, boiler cleaning, refractory bricklayer allowance, toxic substances, but not including asbestos allowance.

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

49.3 Employees in the Technical Specialist stream working in the conditions described in clause 49.2 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.

49.4 The allowance will count as salary for all purposes.

#### **50. Extra Duty Allowance**

50.1 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 67.2) 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).

- 50.2 The EDA is paid in lieu of any overtime, call out and availability allowance payment provisions that would otherwise apply.
- 50.3 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% |
- 50.4 In special cases the CEO may determine a further additional hours component to that stated in clause 50.3(f), which will not count as salary for any purpose.
- 50.5 All additional hours performed count toward the additional hours component on a one for one basis.
- 50.6 The call out component is based on a percentage of the Territory Generation Band 2.3 salary rate, and is payable as follows:
- |     |   |     |
|-----|---|-----|
| (a) | Participation in the call out roster on a 1 in 4 less<br>(or 2 <sup>nd</sup> 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% |
- 50.7 Subject to any relevant governing legislation and clause 50.4, 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; and |
| (d) | long service leave that accrued after 1 January 2004.                      |
- 50.8 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.
- 50.9 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.

- 50.10 Both initial requests and subsequent requests for review of EDA will require the approval of the CEO. In relation to the annual review process, relevant managers are required to submit supporting information regarding the proposed utilisation of EDA within their work group for the following year, by 1 December of the current year to:
- (a) identify eligible individuals;
  - (b) specify proposed levels of extra duty allowance for each individual; and
  - (c) include details of the actual performance of additional hours and call out for the current EDA year for each individual, in support of the levels proposed for the following year.

## **51. Higher Duties Allowance**

- 51.1 An employee who is required to perform all or part of the duties of a higher level job for a minimum of five consecutive working days is eligible to receive a higher duties allowance.
- 51.2 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.
- 51.3 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.
- 51.4 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.
- 51.5 Payment of higher duties allowance will be from the date of commencement of the five day period until the employee ceases to perform the normal range of duties.
- 51.6 An employee acting in an Executive Contract position will receive payment in accordance with whichever of the following options constitutes the greatest benefit to the employee:
- (a) at the pay level within the following classifications that first constitutes an increase compared with the remuneration received by the employee in their nominal position:
    - (i) the NTPS Senior Administrative Officer or Executive Officer level in the case of an employee acting in an Executive Contract Manager position; or
    - (ii) the NTPS Executive Officer level in the case of an employee acting in an Executive Contract officer position; or
  - (b) at a level that constitutes a 5% increase compared with the remuneration received by the employee in their nominal position.

- 51.7 For the purposes of this clause, remuneration means salary plus any allowances or bonuses to which the employee is entitled under this Agreement.

## **52. Professional Development Allowance**

- 52.1 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.

- 52.2 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;
  - (i) One (1) year up to five (5) years continuous service as at 1 January 2019 – up to \$582 per annum; or
  - (ii) Five (5) years or more continuous service as at 1 January 2019 – up to \$1283 per annum;
- (b) The allowance amounts outlined in 52.2(a)(i) and 52.2(a)(ii) will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index with effect from 1 January each year;
- (c) An employee can only make one (1) claim per Professional Development Allowance entitlement year up to their maximum annual Professional Development Allowance entitlement.
- (d) 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;
- (e) Reimbursement will be in the form of a lump sum;
- (f) The allowance will not count as salary for any purpose;
- (g) The allowance will apply to part-time employees on a pro rata basis based upon their contracted hours of employment;
- (h) 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;
- (i) 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 (1) years allowance; e.g. an overseas conference;
- (j) 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.

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

- (a) fees for professional courses, tuition, conferences or similar;
- (b) fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in Territory Generation;
- (c) subscriptions to technical / business publications;
- (d) the purchase of technical books; and
- (e) air travel to conferences (up to 50% of the allowance).

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

### **53. Pre-eminent Professional Allowance**

53.1 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 (1) year, having regard to the guidelines for Pre-eminent Professional status.

53.2 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.

### **54. Relocation Allowance**

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

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

- (a) an employee only; and
- (b) an employee with a resident family unit.

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

54.4 Where an employee is provided with accommodation, the CEO may approve payment of a relocation allowance of a once only payment of one (1) fortnights allowance, irrespective of whether an accommodation cost is incurred.

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

- (a) six (6) fortnights; or

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

## **55. Relocation Expenses – Employment or Transfer**

- 55.1 Where on appointment, promotion, transfer, secondment, redeployment, or as a result of an inability process it is necessary for an employee to move from one location to another to take up duty, Territory Generation may, having regard to all relevant circumstances of the appointment, authorise payment to an approved carrier of:
  - (a) an amount equal to the cost of conveyance of the person, immediate family members (if any) and reasonable household furniture and effects; or
  - (b) a lesser allowance as determined by Territory Generation to assist the person to relocate.
- 55.2 The CEO will not authorise payment of salary or any allowance based on salary in respect of any period of travel occurring prior to commencement of duty.
- 55.3 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.
- 55.4 An employee who is transferred as a result of any disciplinary action will pay the whole cost of transfer.
- 55.5 An employee may, with the approval of the CEO, arrange insurance on household furniture and effects to be removed and the cost of that insurance may form part of the amount authorised for payment under this clause.
- 55.6 The insurance in clause 55.5 does not include insurance payable for:
  - (a) collections or valuables; and
  - (b) motor vehicles.
- 55.7 Territory Generation will not accept any liability for loss or damage in respect of removal of items under clause 55.6.
- 55.8 An employee will not be entitled to any compensation from Territory Generation for losses or damages arising from the removal, except where the removal is performed by Territory Generation, in which case compensation may be allowed under such conditions approved by the CEO.
- 55.9 Any payment made under this clause is in addition to any payment made under the Relocation Allowance.

## **56. Team Leader Allowance**

- 56.1 An employee classified as Trade Technical or Operator/Maintainer, at a salary level up to and including the Band 2 maximum may be appointed as a team leader if he or she is responsible for supervising a work team comprising:

- (a) two 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 four 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.
- 56.2 Appointments as team leader are based on skill and competency to perform the task (with competencies to be drawn from leadership or management courses provided and/or endorsed by Territory Generation), and may apply to a single project or for work of a continuous nature, provided that the appointment operates for a minimum of two weeks duration.
- 56.3 Team leaders will receive a fortnightly allowance equivalent to 5.6% of the Territory Generation Band 2.3 fortnightly salary rate.
- 56.4 An employee appointed as a team leader shall have the allowance paid during periods of recreation leave.

## **57. Travelling Allowance**

- 57.1 Subject to this clause, an employee will be paid a travelling allowance when they are travelling on duty and is required to be absent overnight from their base employment location.
- 57.2 The travelling allowance payable will be at the rate determined by the employer, or where that allowance is not considered appropriate in respect of a particular travel situation, such greater or lesser allowance the CEO considers appropriate.
- 57.3 An employee will not be entitled to travelling allowance (except for the incidentals component):
- (a) where Territory Generation provides reasonable accommodation and/or meals at no cost to the employee, regardless of whether the employee utilises the Territory Generation accommodation or meals, or chooses to utilise alternative services; or
  - (b) where the employee is absent from the temporary duty locality during any period of paid or unpaid leave.
- 57.4 Where an employee is required to be absent from their base employment location for a period in excess of 14 days (including for the purposes of planned personal development or job rotation), prior to the employee commencing travel, the employee and the relevant manager may consider the type of accommodation provided and review the travel allowance payable and substitute it with an alternative amount.

## **58. Tool Allowance**

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

- 58.2 An employee will give a receipt for any tools provided to them by Territory Generation.
- 58.3 An employee will replace or pay for any tools supplied by Territory Generation which are lost as a result of negligence on the part of the employee.
- 58.4 Where Territory Generation requires a tradesperson to provide their own tools, the employee will be entitled to receive a tool allowance at the rate specified in Schedule 2.

## **59. Allowance for Damaged Clothes and Tools**

- 59.1 Where an employee's clothes, spectacles, hearing aid or tools have been damaged or destroyed by fire or spoiled by acid, sulphur or other deleterious substances due to the circumstances of their employment, Territory Generation will reimburse the employee for purchasing replacement items having regard to the cost of the article and its expected period of serviceability. The provisions of this clause do not apply where the item is provided by Territory Generation.
- 59.2 Territory Generation will provide a suitable and secure weatherproof lockup for the purpose of storing an employee's tools. Upon the production of receipts Territory Generation will compensate an employee who has provided their own tools necessary for use during the course of their employment for the loss or damage by fire or theft on Territory Generation's premises. Such compensation will not exceed \$490.

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

## **60. Motor Vehicle Allowance**

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

## **61. First Aid Allowance**

- 61.1 Except for employees for whom clause 49 applies, a person holding a nationally accredited Apply First Aid (HLTAID003) qualification or equivalent and who is appointed as a Territory Generation first aid officer, will be paid an allowance at the rate set out at Schedule 2. The allowance will count as salary for all purposes.
- 61.2 First aid officers will not be entitled to any payment or allowance for aid rendered outside of ordinary working hours unless they are actually on duty at the time or have been granted permission to accompany a patient to receive treatment.

## **62. Northern Territory Allowance**

- 62.1 PSEM By-laws 26 and 49 Northern Territory Allowance (NTA), may apply to employees subject to the following.
- (a) The employee must have been in receipt of the allowance on the day prior to the commencement of this Agreement.

- (b) The amount of the allowance for a fulltime employee will be \$960 per annum.
- 62.2 The amount in 62.1(b) shall be paid on pro-rata basis, based on the number of hours worked for employees employed on a less than full-time basis.
- 62.3 Where an employee who is eligible to receive the allowance under clause 62.1 ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purpose.

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

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

- 63.1 The minimum full-time ordinary hours of duty for all employees will be 37.5 hours a week, 75 hours per fortnight, or 150 hours over four (4) weeks.
- 63.2 The span of hours will be 6 am – 6 pm Monday to Friday.
- 63.3 The actual hours of attendance and the timing and taking of accumulated hours (including rostered days off and flextime), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to Territory Generation, its customers and the workforce, and specifically ensuring that there is ordinary time cover within the span of hours, staffing levels permitting.
- 63.4 Staggered start and finish times may be used in the performance of ordinary hours to accommodate operational requirements and the personal needs of employees.
- 63.5 Rosters/coverage will be prepared in consultation with employees and agreed with individual employees within each work unit.
- 63.6 An employee may be required to work reasonable additional hours at any time that he or she is required.

**Additional hours** is work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours.

**Overtime** means additional hours actually worked that would attract an overtime payment as applicable clause 67 (Overtime).

- 63.7 Employees are expected to be available to work reasonable additional hours if required by Territory Generation. An employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the employee working hours which are unreasonable. In determining whether additional hours or overtime are reasonable or unreasonable, the following must be taken into account:
- (a) any risk to employee health and safety from working the additional hours;
  - (b) the employee's personal circumstances, including family responsibilities;
  - (c) any notice given by the CEO or delegate of any request or requirement to work the additional hours;
  - (d) any notice given by the employee of their intention to refuse to work the additional hours;
  - (e) the needs of Territory Generation or work unit;
  - (f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the level of responsibility;
- (i) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee;
- (j) any other relevant fact.

#### **64. Rostered Days Off**

- 64.1 Trade Technical employees are entitled to the following RDO arrangements. The flextime provisions of clause 65 apply to all other (non-shiftwork) employees.
- 64.2 Unless varied by mutual agreement to suit work scheduling or personal arrangements:
  - (a) in exchange for working 8.33 hours per day, a Trade Technical employee is entitled to one (1) RDO per fortnight, which will be rostered on a Friday; and
  - (b) if a Trade Technical employee is rostered for call out on an RDO, the employee may take the RDO on another day.
- 64.3 Wherever possible, the RDO roster should provide for the staggered taking of RDOs among workgroup members to ensure that there is ordinary time cover within the span of hours to enable continuing operations on any given Friday.
- 64.4 Up to five (5) RDOs may be "banked" by agreement between a Trade Technical employee and Territory Generation, provided that an RDO must be used at an agreed time within three (3) months from the date on which it was banked.
- 64.5 Where agreement cannot be reached in relation to the timing for use of banked RDOs, the RDOs will be cashed-out at single time.
- 64.6 Subject to clause 64.7 RDOs do not accrue whilst an employee is on any form of paid or unpaid leave.
- 64.7 RDOs may accrue whilst an employee is on personal or recreation leave provided the relevant leave balance is reduced in line with clause 64.2(a).

#### **65. Flexible Working Hours (Flextime)**

- 65.1 Flextime is designed to assist employees in achieving a balance between work and family life, with each flextime arrangement specifically tailored to suit both the employee's and Territory Generation's requirements.
- 65.2 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.
- 65.3 Administrative and Corporate Services, Science and Engineering Professional, Technical Coordinator and Technical Specialist employees may request to enter a flextime arrangement subject to the following conditions:

- (a) the span of hours being 6.00 am to 6.00 pm;
  - (b) the minimum full-time ordinary hours of duty being 37.5 hours a week, 75 hours per fortnight or 150 hours over four (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.
- 65.4 Timesheets documenting hours worked towards the accrual of flextime credits must be kept by the employee and submitted to the direct manager on a fortnightly basis for approval.
- 65.5 The actual hours of attendance and the timing and taking of accumulated hours (including days off), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to Territory Generation, its customers and the workforce but specifically ensuring that there is adequate coverage during standard business hours to ensure operational efficiencies and the effective delivery of services.
- 65.6 Hours worked towards the accrual of flextime credits accrue on a time for time (i.e. single time) basis.
- 65.7 Subject to clauses 65.8 and 65.9, a maximum of five (5) days worth of flextime credits may be “banked” by agreement between an employee and Territory Generation. A banked flextime credit must be used at an agreed time within three (3) months from the date on which it was banked or else it is forfeited.
- 65.8 In addition to the general flextime banking arrangements set out in clause 65.7, employees with a general entitlement to five (5) weeks recreation leave per annum who do not have access to clause 76.6 because their role does not require the performance of overtime may, upon prior approval, may accrue five (5) days worth of flextime credits for the purposes of obtaining an additional week of recreation leave per annum. The requirement to use banked flextime credits within three (3) months from the date of banking does not apply in these circumstances.
- 65.9 Upon written request, the CEO may approve banking of flextime arrangements outside of the parameters set out in clause 65.7 if he or she considers that an exception from the general rule is appropriate in the circumstances.

## **66. 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.

## **67. Overtime**

67.1 For the purposes of this clause:

- (a) **day** means from midnight to midnight;
- (b) **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;
- (c) **ordinary time** means the ordinary hours prescribed in clause 63 Hours of Work (Non-shiftworkers) and days that an employee is usually required to work;
- (d) **overtime** means time worked other than ordinary time; and
- (e) **salary** means an employee's base salary plus any higher duties allowance.

67.2 An employee paid a salary that exceeds the Band 3 top of range, or who is in receipt of an allowance in lieu of overtime or an extra duty allowance is not eligible to be paid for overtime work.

67.3 Overtime work is not to be performed without prior approval being given by Territory Generation.

67.4 An employee will not be required to work overtime levels that:

- (a) result in the employee being unable to perform their duties efficiently;
- (b) cause the employee to become a danger to them self or to others; 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.

67.5 Rest Period

- (a) As a general rule, employees should have a break from work ("rest period") of at least 10 consecutive hours, (including travelling time) between the commencement/cessation of overtime worked and recommencement/cessation of work at ordinary time.
- (b) Where an employee has worked overtime to such an extent that he or she has not had a rest period as set out in clause 67.5(a) then the employee should not be required to commence work at ordinary time until the employee has had time off for a rest period and is not to lose any pay in relation to that time off.

- (c) All time off work as set out in clause 67.5(b) is with pay at ordinary time (including shift penalties where applicable).

#### 67.6 Rate of Overtime

- (a) The appropriate rate of pay for overtime worked by an employee who is not a shiftworker is:
  - (i) for work at any time from Monday to Saturday (inclusive) at the rate of single time and a half for the first two hours and at double time thereafter;
  - (ii) for work at any time on a Sunday, at the rate of double time; or
  - (iii) for work on a public holiday, at the rate of double time and a half.
- (b) The appropriate rate of pay for overtime worked by an employee who is a shiftworker is:
  - (i) for work at any time other than a public holiday, double time; or
  - (ii) for work at any time on a public holiday, double time and a half.
- (c) An employee required to resume or continue work without having the rest period prescribed by clause 67.5, will be paid double time until released from duty or stood down.
- (d) Where overtime work extends from one day to another day and a higher rate of pay is payable in relation to one of those days, the appropriate overtime rate payable, for the minimum payment or the entire attendance, is the higher rate of pay.

#### 67.7 Part-time Overtime

- (a) A part-time employee meeting the overtime eligibility requirements of clause 67.2 may elect to undertake additional hours and will be paid at ordinary time in respect of duty performed outside the agreed hours, subject to the duty:
  - (i) being within the span of hours; and
  - (ii) not exceeding on any day a maximum of 7 hours and 30 minutes; and
  - (iii) not exceeding in any week a maximum of 37 hours and 30 minutes.
- (b) A part-time employee meeting the eligibility requirements of 67.2, who is directed to perform duty which is outside their agreed hours will be paid overtime at the applicable overtime rates.

#### 67.8 Minimum Payment for Telephone and Computer Alarms

- (a) Telephone calls and computer alarms (when the employee does not need to leave home to respond) will not attract the minimum payment provisions of clause 67.9. Instead payment will be made at double time for a minimum of one and a half hours or the actual time worked, if greater.

- (b) Subsequent calls or alarms received within the minimum period of payment will not attract a further minimum payment.
- (c) Telephone calls and computer alarms (when the employee does not need to leave home to respond) will not count as overtime for the purposes of entitlement to rest periods.

**67.9 Minimum Payment for non-continuous overtime situations**

- (a) Overtime work that is not continuous with ordinary time is subject to a minimum payment of four hours for each separate attendance.
- (b) Overtime work commencing prior to midnight on one day and continuing into the next day, counts as one attendance.

**67.10 Application of overtime provisions in call-back situations**

Where an employee in receipt of availability allowance or the call out component of the Extra Duty Allowance is required to work scheduled or pre-planned overtime that is not continuous with ordinary duty (call-back), the provisions of this clause will apply in relation to rest periods, rate of payment and minimum payments. In all other circumstances, the provisions of clause 68 (Call Out Arrangements) will apply.

**67.11 Excess Travelling Time**

- (a) Subject to clause 67.11(b) below, an employee who is required to report for duty at a place other than their normal place of employment is entitled to be paid for excess travelling time at the appropriate rate in accordance with clause 67.12.
- (b) An employee who receives a salary that exceeds the first pay point in Band 2 or an allowance in lieu of overtime or extra duty allowance is not entitled to claim to be paid for excess travelling time.
- (c) Payment for excess travelling time does not affect an employee's entitlement to any other allowance.

**67.12 Rate of Payment for Excess Travelling Time**

The appropriate rate of payment for excess travelling time is:

- (a) single time if travelling at any time from Monday to Saturday (inclusive); and
- (b) single time and a half if travelling at any time on a Sunday or public holiday.

**68. Call Out Arrangements**

**68.1** Territory Generation is an essential service provider and the provision of these services necessitates employees being available for call out on a 24/7 basis.

**68.2** 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.

- 68.3 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.
- 68.4 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.
- 68.5 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.
- 68.6 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 four (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 one and a half (1½) hours before normal start time is three (3) hours or more, the employee will be entitled to a rest period of 10 hours commencing on completion of the last job (when the employee has advised their Technical Coordinator that he or she has completed the allocated work and returned home.
  - (e) Subject to clause 68.4, regardless of any entitlement to a rest period, an employee who is rostered for call out must remain available for call out.
- 68.7 Call out times and minimum payments
- (a) Subject to clause 68.7(d), the minimum payment for an employee in a call out situation will be two (2) hours at double time, or two (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 two (2) hours and the employee has not returned home.
- (c) A call out received during the minimum payment period of two (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.

## **69. Relief for Regional Centres**

- 69.1 The parties recognise that from time to time it will be necessary to send employees to Alice Springs, Katherine, Tennant Creek and Yulara ("regional centres") to provide relief for periods of unplanned leave, planned leave and to cover recruitment action.
- 69.2 The parties acknowledge that to assist in such situations, early advice from the employees at the regional centre is required where operationally possible.
- 69.3 The process for applying for relief is as follows:
  - (a) Employees from the regional centre advise their supervisor of any planned leave or periods where they expect to have less than the minimum number of staff available to cover the roster, well in advance of the relief period.
  - (b) Where there is no ability to provide advance notice of a decrease in minimum numbers, employees in the regional centre must advise their supervisor as soon as they become aware of the situation.
  - (c) The supervisor will then source relief staff from within Territory Generation as soon as practicable.
  - (d) The supervisor will notify the relevant manager of the work unit that a request has been received from the regional centre and keep them informed of the progress to provide relief staff.

## **70. Meal Breaks and Overtime Meal Allowances**

- 70.1 Employees, other than shiftworkers, will not be required to work for more than five (5) continuous hours without a meal break of not less than half (½) or more than one (1) hour.
- 70.2 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 six (6) hours continuous work, in which case no penalty payment will apply.
- 70.3 Overtime Meal Breaks and Allowances
  - (a) There will be no meal break taken or meals supplied or payment in lieu unless the employee continues working after the time they become entitled to a meal break.

- (b) When a meal break is taken it will not be counted as time worked when calculating the entitlement to a second or subsequent meal break.
- (c) When one and a half (1½) 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 (1½) hours overtime or more is to be worked immediately after the ordinary hours the employee will be allowed a meal break of 20 minutes which will be paid at ordinary rates and will be taken at the conclusion of ordinary hours.
- (e) Territory Generation and the employee concerned may agree to a variation of this provision to accommodate particular circumstances, but in no case will Territory Generation be required to make any payment with respect to any time allowed in excess of 20 minutes.
- (f) Where an employee is required to work overtime which is not immediately before or after ordinary hours he or she will be allowed a meal break of 20 minutes without deduction of pay after each four (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 70.3(c) to 70.3(g) will be allowed a second or subsequent meal break of 20 minutes without deduction of pay after each further four (4) hours of overtime worked.
- (i) An employee is entitled to be supplied a meal or paid an overtime meal allowance at the rate specified in Schedule 2 on each occasion that the employee is entitled to a meal break in accordance with this clause, except where the employee has been advised by their manager at least the day before the overtime is worked, that the amount of overtime to be worked will necessarily invoke the meal break provisions of this clause.

## **71. Shiftwork**

71.1 For the purposes of this clause:

- (a) **day shift** means any shift starting at or after 6.00 m 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.

71.2 The ordinary working hours of shiftworkers will be 37.5 per week, which can be averaged over the relevant roster cycle.

- 71.3 The following conditions apply to the preparation of shift rosters:
- (a) employees must not be rostered to work more than eight (8) shifts in any nine (9) consecutive days, or not more than five (5) shifts in any nine (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; and
  - (c) the structure of a shift-roster must not be changed without the giving of four (4) weeks prior notice, unless a lesser notice period is agreed by all affected employees.
- 71.4 Territory Generation may require an employee to work a different shift to their rostered shift. An employee's shift will not be changed by Territory Generation except by one (1) weeks 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.
- 71.5 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%
- 71.6 Penalty rates for Saturday, Sunday and public holiday shifts are as follows:
- (a) between midnight on Friday and midnight on Saturday – time and a half;
  - (b) between midnight on Saturday and midnight on Sunday – double time; and
  - (c) public holiday – double time and a half.
- 71.7 Penalty rates in clauses 71.5 and 71.6 are not cumulative, with rates in clause 71.6 substituting clause 71.5.
- 71.8 Where in a cycle of shifts on a regular roster an employee is required to perform roster duty on each of the days of the week, in respect of a public holiday (or day observed in lieu thereof) which occurs on a day on which they are rostered off duty, the employee will be entitled to one (1) days recreation leave credit, or in the case of an employee with an accrued recreation leave credit equal to or exceeding two (2) years worth of recreation leave entitlements, one (1) additional days ordinary pay.
- 71.9 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.
- 71.10 A shiftworker, other than a casual employee, not engaged in continuous shiftwork, who works on a Sunday or public holiday and (except for meal breaks) immediately thereafter continues that work will, on being relieved from duty, be entitled to be absent until they have had 10 consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during that absence.

- 71.11 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 three (3) months duration, whilst continuing to be paid in accordance with their usual shiftworker terms and conditions. For periods in excess of three (3) months, employees will be paid in accordance with the terms and conditions of this Agreement applying to non-shiftworkers.
- 71.12 Reasonable additional hours and overtime for shiftworkers will be subject to clauses 63.6 and 63.7.

## PART G— TYPE OF LEAVE AND PUBLIC HOLIDAYS

### 72. Public Holidays

- 72.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 72.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).
- 72.3 An employee will observe any day proclaimed or gazetted as a public holiday.
- 72.4 Payment for work on a public holiday is specified in clause 67 (Overtime).
- 72.5 Territory Generation may require the whole or part of its business to be kept open in the public interest for the whole or part of a day observed as a holiday, and may require the attendance and services of any employee on that day.

### 73. Compassionate Leave

73.1 Definitions:

- (a) **child** means birth, an adopted, step, or adult child;
- (b) **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.
- (c) **immediate family** means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild, or sibling of a spouse or a de facto partner of the employee.
- (d) **spouse** includes a former spouse.

73.2 Subject to clauses 73.5 and 73.6 (Notice and Documentation Requirements), in the event of the death of, or serious illness or injury posing a threat to the life of, an employee's immediate family or household member, the employee is entitled to:

- (a) three days paid compassionate leave on each occasion; or
- (b) two days unpaid compassionate leave in the case of a casual employee.

73.3 Such leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.

- 73.4 In addition to the entitlements under clause 73.2 , the CEO may grant:
- (a) a further two days paid compassionate leave on each occasion (in the case of non-casuals); and
  - (b) additional unpaid compassionate leave (in the case of both casuals and non-casuals).

73.5 Notice Requirements

An employee must provide the CEO with notice of the taking of leave under this clause 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.

73.6 Documentation Requirements

The CEO may require an employee to produce documentary evidence of the need for compassionate leave.

**74. Long Service Leave**

74.1 Subject to the provisions below, PSEM By-law 8 Long Service Leave, as varied from time to time, will apply to Territory Generation employees.

74.2 An employee is required to use a long service leave entitlement within three (3) years of:

- (a) the 10 year entitlement accruing;
- (b) the 11 to 20 year entitlement accruing; and
- (c) the 21 to 30 year entitlement accruing.

74.3 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:

- (a) 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
- (b) reducing their long service leave credit accordingly.

74.4 Only prior service with the NTPS and an NTPS apprentice employer will be recognised for the purposes of long service leave.

74.5 The minimum period of long service leave that an employee may be granted is seven (7) calendar days.

**75. Parental Leave**

75.1 The clause sets out all entitlements in relation to parental leave relating to maternity, paternity/partner, and adoption leave.

## 75.2 Application

Full-time, part-time and eligible casual employees are entitled to parental leave under this clause if the leave is associated with:

- (a) the birth of a child of the employee or the employee's spouse (includes a child born of a surrogacy arrangement); or
  - (b) the placement of a child with the employee for adoption; and
- the employee has or will have a responsibility for the care of the child.

## 75.3 Definitions

For the purpose of this clause:

- (a) **appropriate safe job** means a safe job that has:
  - (i) the same ordinary hours of work as the employee's present position; or
  - (ii) a different number of ordinary hours agreed to by the employee.
- (b) **child** means:
  - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse;
  - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with an employee.
- (c) **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.
- (d) **day of placement** refers to the adoption of a child and means the earlier of the following days:
  - (i) the day on which the employee first takes custody of the child for the adoption;
  - (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (e) **de facto partner** means 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 includes a former de facto partner of the employee.
- (f) **eligible casual employee** means a casual employee engaged by the employer on a regular and systemic basis for a sequence of periods of employment during a period of:
  - (i) at least 12 months; or

- (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and
  - A. the employer terminated the previous engagement;
  - B. there was not more than three months break between the two engagements; and
  - C. the length of the two engagements is at least 12 months.
- (g) **employee couple** means a couple who are accessing the benefits of clause 75.14 both of whom are NTPS employees and have completed a minimum of 12 months continuous service and whom are both eligible for paid parental leave whether under primary caregiver parental leave or the partner leave provisions.
- (h) **medical certificate** means a certificate signed by a medical practitioner.
- (i) **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.
- (j) **primary caregiver** means the person who is the primary carer of a newborn or newly adopted child at the time of birth or adoption and who continues to be the primary carer immediately following birth or day of placement. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary carer. In most cases, the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (k) **spouse** includes a de facto partner or former spouse.

#### 75.4 General Conditions

- (a) Except where otherwise stated in this clause, parental leave is available to only one parent at a time in a single continuous period.
- (b) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.
- (c) During a period of parental leave relating to the birth or adoption of a child an employee may require parental leave for the birth or adoption of a subsequent child. An employee can elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

## 75.5 Types of Parental Leave

Parental leave entitlements are summarised in the following table:

	Paid Leave	Unpaid Leave	Total	Refer Clause
<b>Primary Caregiver Parental Leave – commences before or from birth or day of placement</b>				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	75.6(b)
At least 12 months and less than 5 years continuous service	14 weeks (or 28 weeks half pay)	142 weeks	156 weeks (3 years)	75.6(c)(i)
5 or more years continuous service	18 weeks (or 36 weeks half pay)	138 weeks	156 weeks (3 years)	75.6(c)(ii)
<b>Pro rata paid primary caregiver parental leave</b>				
5 years continuous service achieved during first 18 weeks of parental leave	14 weeks + pro rata paid leave applicable after reaching 5 years continuous service (up to 4 weeks)	142 weeks minus any pro rata paid leave	156 weeks (3 years)	75.6(c)(iii)
12 months continuous service achieved during first 14 weeks of parental leave	Pro rata paid leave applicable after reaching 12 months continuous service (up to 14 weeks)	52 weeks minus any pro rata paid leave	52 weeks	75.6(d)

	Paid Leave	Unpaid Leave	Total	Refer Clause
<b>Partner Leave</b>				
<i>Up to 8 weeks leave associated with time of birth/adoption (or in separate periods in first 12 months) where employee's partner is primary carer at time of birth/adoption</i>				
Less than 12 months continuous service or eligible casual employee	0	8 weeks	8 weeks	75.7(b)(i)
At least 12 months and less than 5 years continuous service	1 week (or 2 weeks at half pay)	7 weeks	8 weeks	75.7(b)(ii)
5 or more years continuous service	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks	75.7(b)(iii)
<i>Up to 3 years or 12 months – not primary carer – may commence at a time after birth or day of placement – must end within 3 years or 24 months of birth/adoption (whichever is applicable)</i>				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	75.7(c)(i)
At least 12 months continuous service	0	156 weeks (3 years)	156 weeks (3 years)	75.7(c)(ii)
<i>In relation to Partner Leave an employee with at least 12 months continuous service may be eligible for some paid leave during the three year period. (See clauses 75.7(d) and 75.7(e)).</i>				
<b>Pre-Adoption Leave - All employees (including casuals)</b>	-	2 days	2 days	75.9
<b>Special Maternity Leave</b>	Refer clause 75.10			
<b>Paid no safe job leave - Full-time / part-time employees and eligible casual employees</b>	The 'risk period' as per medical certificate	0	The 'risk period' as per medical certificate	75.13(a)
<b>Unpaid no safe job leave - Casual employees</b>	0	The 'risk period' as per medical certificate	The 'risk period' as per medical certificate	0

## 75.6 Primary Caregiver Parental Leave

- (a) Only one parent can receive primary caregiver parental leave entitlements in respect to the birth or the adoption of their child. An employee cannot receive primary caregiver parental leave entitlements:

- (i) if their spouse is, or will be, the primary caregiver at, and immediately following, the time of the birth or day of placement of their child;
- (ii) if the employee has taken, or is eligible for, partner leave entitlements under clause 75.7 in relation to their child; or
- (iii) if they are a casual employee, other than an eligible casual employee.

*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.*

- (b) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, who will be the primary caregiver of their child is entitled to up to 52 weeks unpaid parental leave.
- (c) An employee who has completed at least 12 months continuous service at the time of commencing parental leave and who will be the primary caregiver of their child is entitled to up to three years primary caregiver parental leave, comprising:
  - (i) where continuous service completed at the time of commencing parental leave is at least 12 months and less than five years: 14 weeks paid parental leave and 142 weeks unpaid parental leave; or
  - (ii) where continuous service completed is five or more years at the time of commencing parental leave: 18 weeks paid parental leave and 138 weeks unpaid parental leave; or
  - (iii) where the employee will achieve five years continuous service (the qualifying period) during the first 18 weeks of their parental leave: the first 14 weeks will be paid and the portion of leave (up to 4 weeks) after the end of the qualifying period will be paid. Any remaining balance, up to three years, will be unpaid parental leave.
    - A. The employee is not entitled to receive more than 18 weeks paid parental leave.
    - B. With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 18 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable an employee to access the pro rata paid leave in clause 75.6(c)(iii).

*For example: During their primary caregiver parental leave an employee achieves five years continuous service at the end of week 15. The employee is entitled to paid parental leave for the first 14 weeks, unpaid leave in week 15, and three weeks paid leave in weeks 16 to 18. The balance of 139 weeks primary caregiver parental leave available to the employee will be unpaid.*

- (d) An employee who will achieve 12 months continuous service (the qualifying period) during the first 14 weeks of their parental leave and who will be the primary caregiver of their child is entitled to up to 52 weeks of parental leave, comprising:
- (i) unpaid parental leave from commencement of parental leave until the time the employee has achieved 12 months continuous service; and
  - (ii) paid parental leave for any period after the qualifying period and up to 14 weeks from the commencement of parental leave; and
  - (iii) unpaid parental leave, up to 52 weeks, for the remaining balance.
  - (iv) The employee is not entitled to receive more than 14 weeks paid leave.
  - (v) With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 14 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable the employee to access the pro rata paid leave in clause 75.6(d).

*For example: During their primary caregiver parental leave an employee achieves 12 months continuous service at the end of week three. The employee is entitled to unpaid parental leave for the first three weeks, 11 weeks paid parental leave in weeks four to 14. The balance of 38 weeks primary caregiver parental leave available to the employee will be unpaid.*

- (e) Commencement of Primary Caregiver Parental Leave
- (i) An employee who is pregnant may commence primary caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the child. The period of parental leave must commence no later than the date of the birth of the child.
  - (ii) An employee who is adopting a child may commence primary caregiver parental leave at any time in the two weeks before the day of placement.
  - (iii) In all other cases, primary caregiver parental leave commences on the date of birth or day of placement of the child.
- (f) Where an employee's child dies during a period of primary caregiver leave, the employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of clause 75.19 apply.
- (g) An employee is not entitled to primary caregiver leave unless the notice and evidence requirements in clause 75.8 have been complied with.

## 75.7 Partner Leave

- (a) Partner leave is available to an employee who will have a parental responsibility for the care of their child but who is not the primary caregiver. Subject to applicable notice and evidence requirements, an employee may access:
  - (i) up to eight weeks partner leave within the first 12 months of the birth or adoption of their child, taken at the same time employee's spouse may be on leave, which can be taken in one block or broken into separate periods (refer clause 75.7(b)); and
  - (ii) where employee requires a longer period of partner leave, up to 12 months or three years depending on the employee's years of continuous service (refer clause 75.7(c)).

*Note: The longer period of partner leave must be taken in a single continuous period unless the employee is accessing the combined parental leave provisions.*

### Eight Weeks Partner Leave

- (b) An employee is entitled to up to eight weeks partner leave, comprising:
  - (i) where continuous service is less than 12 months at the time of commencing partner leave, or an eligible casual employee: eight weeks unpaid partner leave;
  - (ii) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: one week paid partner leave and seven weeks unpaid partner leave; or
  - (iii) where continuous service completed is five or more years at the time of commencing partner leave: two weeks paid partner leave and six weeks unpaid partner leave.
  - (iv) The eight week partner leave entitlements:
    - A. are an exception to the rule that parental leave is to be available to only one parent at a time in a single continuous period;
    - B. are to be taken in the first 12 months from date of birth or day of placement of the child;
    - C. may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption. The CEO and employee may agree to alternative arrangements regarding commencement of partner leave;
    - D. can be taken in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise;

- E. requires the employee to give notice to the CEO at least 10 weeks before first starting the leave, and at least four weeks notice before starting any subsequent period of leave. If that is not practicable, as soon as practicable, which may be a time after the leave has started; and
- F. the notice must specify the intended start and end dates of the leave.

#### 12 Months or Three Years Partner Leave (Longer Partner Leave)

- (c) An employee is entitled to a period of longer partner leave as follows:
  - (i) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, up to 12 months unpaid parental leave, provided such leave must end within 24 months of the date of birth or day of placement of their child.
  - (ii) An employee with at least 12 months continuous service at the time of commencing parental leave up to three years unpaid parental leave, provided such leave must end within three years of the date of birth or day of placement of their child.
  - (iii) Partner leave may commence at a date later than the date of birth or day of placement of their child but must not extend beyond specified limits under this clause.
  - (iv) An employee is not entitled to the longer partner leave unless the notice and evidence requirements in clause 75.8 have been complied with.
- (d) An employee, not entitled to Combined Parental Leave in clause 75.14, may be entitled to have a portion of their unpaid longer partner leave under clause 75.7(c) paid, subject to the following:
  - (i) the employee's spouse was the primary caregiver at and immediately following the time of the birth or placement of the child; and
  - (ii) the employee's spouse has ceased to be the primary caregiver (eg returned to work) before the child is 14 weeks old or within 14 weeks from placement in the case of adoption;
    - A. The reference to '14 weeks' in clause 75.7(d)(ii) to be read as '18 weeks' where an employee has five or more years continuous service at the time of commencing longer partner leave.
  - (iii) as a consequence of the employee's spouse no longer able to be the primary caregiver (eg returning to work), 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;

- (iv) the notice and evidence requirements for taking longer partner leave in 75.7(c) have been complied with; and
  - (v) the amount of paid leave available is as per clause 75.7(e).
- (e) An employee eligible for paid longer partner leave under clause 75.7(d) may access a period of paid leave as follows:
- (i) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 14 weeks from the birth or placement of the child; or
  - (ii) where continuous service completed is five or more years at the time of commencing partner leave: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 18 weeks from the birth or placement of the child.

*For example: An employee's spouse, who is not an NTPS employee, gives birth to a child and is off work for six weeks after the child is born as the primary caregiver. The NTPS employee (the child's other parent) has over five years of continuous service and takes two weeks paid partner leave when the baby is born. When the child is six weeks old the employee's spouse returns to her non-NTPS job and the NTPS employee takes longer partner leave to take over care of the couple's child. NTPS employee would be paid for 12 weeks of the longer partner leave after providing evidence showing that their spouse had ceased to be primary caregiver. This payment covers the period from the seventh to the eighteenth week following the birth of the child.*

## 75.8 Notice and Evidence Requirements

- (a) An employee must give the CEO the following notice and evidence in relation to parental leave under clause 75.6 (primary caregiver) or clause 75.7(c) (longer partner leave):
  - (i) At least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates.
  - (ii) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the CEO of any changes to the notice provided in clause 75.8(a)(i), unless it is not practicable to do so.
    - A. At this time, the employee must also provide a statutory declaration stating that the employee will become either the primary caregiver (relates to primary caregiver leave) or have a responsibility for the care of the child (relates to partner leave), as applicable, at all times whilst on leave.
  - (iii) The employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstance. In

these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

- (b) An employee who has given the CEO notice of the taking of parental leave must give the CEO evidence that would satisfy a reasonable person:
  - (i) if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or
  - (ii) if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child.
- (c) Without limiting clause 75.8(b), the CEO may require the evidence to be a medical certificate.
- (d) An employee applying for paid partner leave under clauses 75.7(d) and 75.7(e) will be required to provide the CEO with evidence that would satisfy a reasonable person that the employee's spouse is no longer able to be the primary caregiver of the couple's child.

#### 75.9 Pre-adoption Leave

- (a) This clause applies to employees, eligible casual employees and casual employees.
- (b) An employee seeking to adopt a child is entitled to up to two days unpaid leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- (c) Such leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (d) An employee must provide the CEO with notice of the taking of leave under this clause 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.
- (e) The CEO may require the employee to provide satisfactory evidence supporting the pre-adoption leave.

#### 75.10 Special Maternity Leave

- (a) This clause applies where a pregnant employee, including an eligible casual employee, has not yet commenced parental leave and the employee requires special maternity leave because:
  - (i) the employee has a pregnancy-related illness; or
  - (ii) the employee has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

- (b) 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.
- (c) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary.
- (d) Special maternity leave must end before the employee starts primary caregiver leave.
- (e) Special maternity leave taken by the employee because the employee has a pregnancy-related illness:
  - (i) will be unpaid;
  - (ii) must end before the employee starts any period of primary caregiver parental leave; and
  - (iii) will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (f) Special maternity leave taken by the employee in all other circumstances permitted under this clause will be:
  - (i) unpaid if the pregnancy ends more than 20 weeks before the expected date of birth;
  - (ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the employee has not completed 12 months continuous service, or is an eligible casual employee, at the time of commencing leave;
  - (iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed 12 months continuous service at the time of commencing leave; or
  - (iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed five years continuous service at the time of commencing leave.
- (g) Where an employee's qualifying period of 12 months continuous service referred to in clause 75.10(f)(iii) ends within 14 weeks of the date on which the employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (h) Where an employee's qualifying period of five years continuous service referred to in clause 75.10(f)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional leave (up to four weeks) will only apply for that period of the 18 week period commencing after the end of the qualifying period.

- (i) To be entitled to special maternity leave an employee must as soon as it is reasonably practicable, give the CEO a written application stating the date on which the employee proposes to commence the leave and the period of leave to be taken; and
  - (i) in the case of special maternity leave taken because of pregnancy-related illness, a medical certificate from a medical practitioner stating that the employee is unfit to work for a stated period because of a pregnancy related illness; or
  - (ii) in the case of special maternity leave taken in all other circumstances permitted under this clause, a medical certificate from a medical practitioner stating that:
    - A. the employee's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and
    - B. the employee will be unfit for work for a stated period.

#### 75.11 Continuing to Work While Pregnant

- (a) Where an employee continues to work within the six week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that the employee is fit to work their normal duties.
- (b) The CEO may require the employee to start parental leave if the employee:
  - (i) does not give the CEO the requested medical certificate within seven days after the request; or
  - (ii) within seven days after the request for the certificate, gives the CEO a medical certificate stating that the employee is unfit for work.

#### 75.12 Transfer to a Appropriate Safe Job

- (a) 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 in their present work for a stated period (the risk period), 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.
- (b) An employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until commencement of parental leave.
- (c) During the risk period the employee is entitled to the employee's base rate of pay (for the position the employee was in before the transfer) for the ordinary hours that the employee works in the risk period.

- (d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

75.13 No Appropriate Safe Job Leave (Paid / Unpaid)

- (a) Paid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is entitled to primary caregiver leave; and
- (ii) the employee has complied with the notice and evidence requirements of clause 75.8 for taking parental leave;

then the employee is entitled to paid no appropriate safe job leave for the risk period.

Unpaid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is not entitled to primary caregiver leave; and
- (ii) if required by the CEO, the employee has provided a medical certificate certifying of the pregnancy;

then the employee is entitled to unpaid no appropriate safe job leave for the risk period.

75.14 Combined Parental Leave

- (a) An employee couple (as defined in clause 75.3(g)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three years from the commencement of the leave.
- (b) Combined Parental Leave is subject to:
  - (i) compliance with all applicable notice and evidence requirements for taking parental leave under this clause;
  - (ii) the eight week partner leave entitlement (where both employees take parental leave at the same time) being used by the employee couple for a maximum of eight weeks and in accordance with partner leave provisions as set out in clause 75.7(b);
  - (iii) the balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which

the employee has stated that they will have a responsibility for the care of the child for the total remaining unpaid leave balance;

- (iv) a maximum of two interchanges of employees sharing the combined parental leave;
- (v) where an employee couple combine 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, the employee shall be paid at their salary for the period of leave; and
- (vi) both employees need to apply for and utilise parental leave.

#### 75.15 Parental Leave at Half Pay

- (a) This clause does not apply to paid longer term partner leave under clause 75.7(d).
- (b) An employee who is entitled to paid parental leave may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (c) Where an employee utilises half pay parental leave:
  - (i) leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay;  
  
*For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay.*
  - (ii) salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and
  - (iii) the maximum period of parental leave will not be extended.

#### 75.16 Access to Other Leave Entitlements While on Parental Leave

- (a) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (b) Taking other paid leave in conjunction with parental leave:
  - (i) does not break the continuity of the period of parental leave; and
  - (ii) the maximum period of parental leave will not be extended.

#### 75.17 Employment While on Parental Leave

(a) NTPS employment (other than keeping in touch days)

Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with Jacana Energy, or another NTPS agency, to undertake duties for specified periods during the employee's parental leave.

(b) Keeping in touch days

(i) During a period of parental leave an employee may agree to attend the workplace on up to 10 separate occasions (up to one day per occasion) so as to keep in touch with developments in the workplace (for meetings and training etc) in order to facilitate a return to employment at the end of the period of leave.

(ii) Payment for keeping in touch days:

A. during unpaid leave: an employee will be paid their normal salary for the days (or part days) work is performed; or

B. during paid parental leave: an employee will be paid their normal salary for the days (or part days) work is performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.

(iii) After considering all the circumstances, including any employment under clause 75.17(a), the CEO may approve an amount of keeping in touch days in excess of 10 days.

(c) An employee on unpaid parental leave may only engage in outside employment in accordance with the PSEM Act.

(d) Employment under this clause during a period of parental leave will not:

(i) prevent the employee from re-commencing parental leave; or

(ii) extend the maximum period of parental leave.

#### 75.18 Consultation and Communication During Parental Leave

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

(i) make information available on; and

(ii) provide an opportunity for the employee 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.

(b) The employee will take reasonable steps to inform the CEO about any significant matter that will affect the employee's decision regarding the duration of

parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis in accordance with clause 75.19(e).

#### 75.19 Returning to Work After a Period of Parental Leave

(a) An employee who will be, or is, the birth giver and who elects to return to work during the six weeks following the birth of their child must provide a medical certificate stating that the employee is fit for work during that period.

#### (b) Returning to work early

(i) During the period of parental leave an employee may return to work at any time as agreed between the CEO and the employee.

(ii) A written application requesting an early return to work must be made at least:

- A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period of 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.

(iii) Responses to the employee's request must be in accordance with clause 75.21.

#### (c) Returning to work at conclusion of leave

An employee must notify the CEO in writing prior to the expiration of parental leave that the employee intends to return to work. Notice must be given at least:

- (i) four 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.

#### (d) Returning to pre-parental leave position

An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an employee who:

- (i) was transferred to an appropriate safe job under clause 75.12 prior to commencing leave, to the position held immediately prior to such transfer; or

- (ii) was promoted to a new position during the period of parental leave, to the new position.
- (e) Returning to work part-time
  - (i) To assist in reconciling work and parental responsibilities, if agreed between the CEO and the employee, the employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such a request is not made less than eight weeks prior to the date that the employee is due to return to work.
  - (ii) Part-time employment will be in facilitated in accordance with clause 20 Part-time Employment.
  - (iii) Responses to requests will be in accordance with clause 75.21.

#### 75.20 Extend Period of Parental Leave

*Note: An employee who has initially taken three years parental leave (ie the maximum parental leave entitlement), is not entitled to extend their period of parental leave under this clause.*

- (a) In this clause a reference to 'parental leave' means primary caregiver parental leave under clause 75.6 or the longer term partner leave under clause 75.7(c), whichever is applicable.
- (b) If an employee initially requested less than 12 months of parental leave they can extend their leave up to 12 months from time of commencing their leave (eg from six months to 12 months). This extension is a right and cannot be refused by the CEO if written notice of at least four weeks is given by the employee before the employee's expected return to work.
- (c) Any further extension (eg from 12 months to 18 months; from 12 months to 30 months) is by agreement between the CEO and employee, provided that:
  - (i) employees with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, cannot extend parental leave beyond 24 months after the date of birth or day of placement of their child; or
  - (ii) employees with at least 12 months continuous service at the time of commencing parental leave cannot extend parental leave beyond three years after the date of birth or day of placement of their child.
- (d) If an employee, who is eligible for up to three years parental leave, initially requested more than 12 months of parental leave, they can request an extension by giving 12 weeks notice before their expected return to work.
  - (i) If required, an employee may request one more extension up to a total of three years.
  - (ii) An employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.

- (e) Responses to requests to extend parental leave under this clause will be in accordance with clause 75.21.
- (f) Any additional parental leave granted under this clause will be unpaid.

#### 75.21 CEO's Consideration of Employee's Request

- (a) This clause applies to an employee's request to return to work early (clause 75.19(b)), work part-time (clause 75.19(e)) or extend parental leave (clause 75.20).
- (b) The CEO will consider the request and respond in writing within 21 days having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to:
  - excessive cost of accommodating the request;
  - that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
  - the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement employees;
  - that there would be significant loss of efficiency or productivity;
  - that there would be a significant negative impact on customer service.
- (c) The employee's request and the CEO's decision in respect of the request must be recorded in writing.

#### 75.22 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- (b) Before a CEO engages a replacement employee the CEO must inform that person:
  - (i) of the temporary nature of the employment;
  - (ii) of the return to work rights of the employee who is being replaced; and
  - (iii) of the rights of the CEO to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

#### 75.23 Effect of Parental Leave on Service

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

- (b) Subject to clause 75.23(c), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 75.16 will count as service.
- (c) Where any employee elects to take paid parental leave at half pay in accordance with clause 75.15, only the first one week, two weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.
- (d) Unless otherwise provided in this clause, any period of unpaid parental leave will not count as service.

#### 75.24 Superannuation Contributions During Period of Parental Leave

- (a) This clause applies to an employee who is entitled to at least 14 weeks paid primary caregiver leave and who takes unpaid primary caregiver parental leave during the first 12 months of their parental leave period.
- (b) During the first 12 months of primary caregiver parental leave an employee will continue to receive Employer Superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, on any period of unpaid primary caregiver parental leave taken.
- (c) The maximum amount of employer superannuation contributions provided will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved primary caregiver parental leave.

### 76. Recreation Leave

#### 76.1 Definitions:

The following definitions will apply for the purposes of this clause:

- (a) **month** means a calendar month.
- (b) **year** means a calendar year.

#### 76.2 Recreation Leave Entitlement

- (a) Employees (except for those engaged on a casual basis) are entitled to accrue recreation leave entitlements as follows:
  - (i) five weeks paid recreation leave per year in the case of employees who commenced employment with Power and Water Corporation or Territory Generation or the NTPS on or after 1 July 2001;
  - (ii) six weeks paid recreation leave per year in the case of employees who commenced employment with Power and Water Corporation or the NTPS prior to 1 July 2001;
  - (iii) an additional seven consecutive days, including non-working days, paid recreation leave per year in the case of a seven 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.

- (b) A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 76.2(a)(iii).

#### 76.3 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 not 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.

#### 76.4 Granting of Leave

- (a) Subject to Territory Generation's operational requirements, the CEO may, on application in writing by the employee, grant recreation leave.
- (b) The granting of recreation leave under clause 76.4(a) will not be unreasonably refused.

#### 76.5 Election to convert entitlement

- (a) An employee can make a once only election to reduce their recreation leave entitlement to a minimum of four 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.

#### 76.6 Additional leave options for employees with five weeks recreation leave.

An employee who is entitled to five weeks recreation leave per annum may increase the amount of leave they may access through the accrual of one additional week of recreation leave in lieu of overtime; or through the purchase of an additional week of leave under the purchased leave arrangements.

*Note: Provisions relating to the purchase of additional leave in excess of the one week to convert from a five week to a six week recreation leave balance are set out in Schedule 6.*

- (a) Accrual of additional week in lieu of overtime

- (i) An employee may at any time elect, in writing to their manager, to accrue one additional week of recreation leave per annum in lieu of:
  - A. overtime hours worked; or
  - B. flextime hours worked in the case of an employee whose role does not require the performance of overtime (refer clause 65.8).
- (ii) The additional week of recreation leave will accrue in accordance with the overtime rates specified in clause 67.6 of this Agreement.
- (iii) The accrual of additional recreation leave will not be made by using overtime hours worked under an EDA, annualised salary, or any other arrangement where additional hours are collectively paid.
- (iv) Notwithstanding clause 76.6(a)(iii) above, an employee participating in any of the arrangements set out in that clause may work overtime hours in addition to those covered by the particular arrangement, for the purposes of accruing an additional week of recreation leave.
- (v) Hours worked for the purposes of accruing an additional week of recreation leave in lieu of overtime must be approved, in writing, in advance of work being performed and recorded on completion.
- (vi) Employees receiving a salary that exceeds the Band 3 maximum are deemed to be entitled to overtime for the purposes of this clause.
- (b) Additional week of leave through a purchased leave arrangement
  - (i) An employee may at any time elect in writing to their manager to purchase an additional one week of leave ("purchased leave").
  - (ii) In utilising the purchased leave under clause 76.6(b) the employee is not required to first exhaust their recreation leave credits or long service leave credits.
  - (iii) An employee purchasing an additional week of leave under this clause may utilise that purchased leave at any time, subject to the usual approval processes that apply to the use of recreation leave under clause 76.4.
  - (iv) The additional week of purchased leave:
    - A. must be paid for in advance of the leave commencing; and
    - B. will count as service for all purposes.

#### 76.7 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 four 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 five days is to be cashed-out on any occasion.

#### 76.8 Excess Leave

- (a) Where an employee has accrued recreation leave in excess of two years worth of recreation leave entitlements (or three years in the case of compulsory transferees), the CEO may, on giving a minimum of two months notice, direct the employee to take a period of recreation leave to reduce the accrued leave balance to the equivalent of two years (or three years in the case of a compulsory transferee) of entitlements.
- (b) An employee who has been directed to take leave must take the leave within a three month period, or such longer reasonable period as agreed, taking into account operational requirements.

#### 76.9 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under Schedule 6), the employee is entitled to their full rate of pay that they would have been paid had the public holiday fallen on a day that they were not on recreation leave; and
- (b) the period of the public holiday is not deducted from the employee's recreation leave entitlement.

#### 76.10 Personal Leave During Recreation Leave

Where an employee requires personal leave during a period of recreation leave supported by notice and documentary evidence as set out in clause 80 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

*Note: Clause 80.8 provides that where recreation leave had been previously approved at half pay, any personal leave granted in lieu shall also be at half pay.*

#### 76.11 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 employer 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.

## **77. Recreation Leave Loading**

### **77.1 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 77.1(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 June quarter 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 77.1(a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shift penalties.

### **77.2 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 77.2(b) will be the salary payable had the employee been employed on 1 January of that year.

### **77.3 Automatic cash-out of recreation leave loading**

- (a) Where an employee has two 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 two accrued recreation leave loadings as at 1 January will have one recreation leave loading automatically paid on the common cash-up date of that year;
  - (iii) Recreation leave loadings will be paid in the order of accrual;
  - (iv) Recreation leave loadings will be taxed in accordance with Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.
- (b) The automatic payment of recreation leave loadings will not apply to shiftworkers.

## **78. Recreation Leave Airfares**

- 78.1 The automatic cash payment of an airfare under PSEM By-law 33 (10) Airfares, will be paid on the common cash-up date, being the first payday on or after 1 May each year.
- 78.2 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.
- 78.3 An employee can elect to use an accrued airfare in conjunction with travelling time under PSEM By-law 33 Airfares by giving notice in writing two months before the common cash-up date.
- 78.4 The provisions of this clause will apply to compulsory transferees.

## **79. Christmas Closedown**

- 79.1 The CEO will consult with relevant employees where part of Territory Generation will close down for a nominated period and where the closedown will occur provided that:
- (a) unless otherwise agreed by the parties, at least three months notice in writing is given to employees prior to the closedown period; and
  - (b) the nominated period covers the days of Christmas and New Year.
- 79.2 Closedown may apply to part of Territory Generation where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a closedown period. This may occur subject to the CEO:
- (a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or
  - (b) if no volunteers are forthcoming, directing employees with at least two months notice to cover the closedown period.
- 79.3 Employees affected by the closedown period must use either recreation leave, time off in lieu or flextime credits to cover the closedown period.
- 79.4 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.

- 79.5 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.

## **80. Personal Leave**

### **80.1 General**

An employee may take personal leave if the leave is:

- (a) because the 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 injury affecting the member (carer's leave); or
  - (ii) an unexpected emergency affecting the member (carer's leave).

### **80.2 Definitions**

The following definitions will apply for the purpose of this clause:

- (a) **child** means birth, adopted, step or adult child.
- (b) **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.
- (c) **immediate family** member 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.
- (d) **medical certificate** means a certificate signed by a registered health practitioner;
- (e) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;
- (f) **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); and

- (g) **spouse** includes a former spouse.

### 80.3 Paid Personal Leave Entitlement

- (a) An ongoing full-time employee is entitled to:
- (i) three weeks paid personal leave on commencement of employment; and
  - (ii) three weeks paid personal leave on each anniversary of the employee's commencement date subject to 80.3(h).
- (b) A fixed period full-time employee is entitled to:
- (i) two days paid personal leave on commencement of employment;
  - (ii) up to one week of paid personal leave for each period of two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and
  - (iii) three weeks paid personal leave on each anniversary of the employee's commencement date subject to 80.3(h).
- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 80.3(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.
- (d) A part-time employee will receive paid personal leave on a pro rata basis in accordance with their agreed hours of work.
- (e) Casual employees are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) Paid personal leave is calculated and recorded in hours and minutes.
- (h) An employee's paid personal leave entitlement will be deferred by any period of:
- (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 80.7;
  - (ii) unauthorised absence;
  - (iii) leave without pay that does not count as service; or
  - (iv) An employee may elect to access personal leave at half pay in order to extend the period of personal leave taken.

#### 80.4 Unpaid Carer's Leave – Casual Employees

- (a) Casual employees are entitled to two days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 80.6 and 80.7 (Notice and Documentation Requirements).
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to two 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 80.4(a)

#### 80.5 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
  - (i) An employee is entitled to access up to two 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 two 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 80.5(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 80.5 is subject to the Notice and Documentation requirements in clauses 80.6 and 80.7.

#### 80.6 Notice Requirements

An employee must make all reasonable effort to advise their manager as soon as reasonably practicable on any day of absence from their employment. If it is not reasonably practicable for the employee to give prior notice of absence due to circumstances beyond the employee's control, the employee will notify their manager by telephone of such absence at the first opportunity of such absence.

## 80.7 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 80.7(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 80.1(a) (sick leave), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
  - (i) a medical certificate from a registered health practitioner; or
  - (ii) a statutory declaration in cases where it is not reasonably practicable for the employee to provide a medical certificate because they:
    - A. are unable, despite genuine reasonable attempts, to secure an appointment with a medical practitioner; or
    - B. reside in a remote or regional area (ie outside the environs of Darwin, Palmerston or Alice Springs).
- (c) Subject to clause 80.7(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 80.1(b) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:
  - (i) evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend duty; or  
  
*Note: Reference to 'condition' means why the person requires care not the name of the specific illness or injury (e.g. but not limited to, has a condition preventing attendance at childcare, is unable to climb stairs without support, has lost ability to complete everyday tasks).*
  - (ii) other relevant documentary evidence stating the unexpected emergency, and that this unexpected emergency required the employee's care or support; and

The CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.

- (d) An employee may access personal leave without providing documentary evidence, up to a maximum of three days or the equivalent number of hours of duty (ie 22 and a half hours), or three shifts (for shiftworkers), whichever is the greater, per personal leave year, provided that no more than two of those days or shifts may be consecutive working days or the equivalent hours of duty.

*Note: Reference to a day for Trade Technicals on Rostered Day Off (RDO) arrangements is 8.33 hours per day.*

- (e) Notwithstanding clause 80.7(d), any absence immediately preceding or following an RDO, public holiday, or weekend will require medical evidence.

80.8 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 80.6 and 80.7 (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.

80.9 Medical examination at the direction of the CEO

- (a) The CEO may stand an employee down and direct the employee to attend an examination by a registered health practitioner where:
  - (i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;
  - (ii) if it is considered that an employee's efficiency may be affected due to illness or injury;
  - (iii) if there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees or the public; or
  - (iv) under the Inability provisions under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An employee directed to attend a medical examination in accordance with clause 80.9(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 80.9(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known.

and the grant of sick leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.
- (c) The CEO will not grant sick leave where the employee fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

#### 80.10 Infectious disease

Where an employee produces documentary evidence that:

- (a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act*; 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:
  - (i) sick leave for any period during which the employee actually suffers from illness; or
  - (ii) recreation leave in relation to any period during which the employee does not actually suffer from illness.

#### 80.11 War service

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

#### 80.12 Personal leave – Workers Compensation

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

### 81. Leave to Attend Industrial Relations Business

81.1 An employee required by summons or subpoena to attend industrial proceedings, or to give evidence in proceedings affecting the employee will be granted paid leave.

81.2 Leave to attend industrial proceedings count as service for all purposes.

### 82. Release to Attend as a Witness

82.1 An employee subpoenaed or called as a witness will promptly notify their supervisor.

82.2 Where an employee is required to attend as a witness on behalf of the Commonwealth, a state or territory the employee may elect to receive payment of witness fees or receive normal pay, but not both. If such attendance is in their own time, he or she may elect to be credited with time on duty for the period of attendance or accept payment of witness fees.

82.3 Subject to clause 82.4 below, in all other cases where an employee is subpoenaed or called as a witness, the period of absence will be unpaid, unless the employee elects to utilise accrued leave entitlements.

82.4 Where an employee is required to attend as a witness on behalf of Territory Generation, the employee will be regarded as being on duty.

- 82.5 Leave with pay will count as service for all purposes. Leave without pay will not count as service.

### **83. Release for Jury Service**

- 83.1 An employee required to attend for jury service will promptly notify their supervisor.
- 83.2 An employee required to attend for jury service during ordinary hours of duty will be granted leave of absence with full pay during that period.
- 83.3 An employee who is on paid recreation leave and is summoned as a juror may have a period equal to the time required to attend as a juror credited to the employee's leave entitlement.
- 83.4 Such leave will count as service for all purposes.
- 83.5 Payments for jury service (e.g. jury service fees) will be in accordance with the Juries Act.

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

### **84. Study Assistance and Leave**

- 84.1 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.
- 84.2 When approving applications made under this clause the CEO must be satisfied that the course of study:
- (a) is relevant to Territory Generation; and
  - (b) can be accommodated in light of the operational and financial requirements of Territory Generation.
- 84.3 Provided the requirements of clause 84.2 are satisfied the CEO may approve:
- (a) payment in advance of fees directly associated (enrolment, tuition, examination) with a relevant course of study; or
  - (b) reimbursement of fees directly associated with a relevant course of study where the employee:
    - (i) has paid the full amount of assistance claimed;
    - (ii) produces evidence of payment; and
    - (iii) was employed by Territory Generation at both the time that the liability was incurred and the application for assistance made.

- 84.4 The CEO shall not authorise payment of:
- (a) amenities fees;
  - (b) graduation fees;
  - (c) fees payable as a result of failure by the employee to enrol by a specified time or date;
  - (d) any other amount payable by the employee by reason of some act or omission on their part; or
  - (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.
- 84.5 Subject to clause 84.7, in addition to the requirements under clause 84.3(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.
- 84.6 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.
- 84.7 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 Territory Generation, and are subject to the following conditions:
- (a) The HELP debt must be related to an initial qualification, not an advanced degree;
  - (b) The employee must provide evidence of the debt incurred either through production of the HELP debt or voluntary repayments made; and
  - (c) approval is granted by the CEO (or delegate) upon commencement of the employee's employment on the condition that the employee may only apply for reimbursement after having completed three (3) years continuous service with Territory Generation or other NTPS agencies.

- 84.8 Provided the requirements of clause 84.2 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 four (4) hours per week including travelling time;
  - (b) without pay for leave in excess of four (4) hours per week or on a time in lieu basis for leave in excess of four (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 four (4) weeks in any year, including travelling time, in order to attend residential components of the course; and
    - (ii) a further period of two (2) days, per approved unit of study, per semester.
- 84.9 The CEO shall not approve study leave under clause 84.8 where the approved course of study is available outside normal working hours.
- 84.10 The approval for study leave with pay does not include time off to prepare for examinations.
- 84.11 In addition to the study leave provisions set out in clause 84.8, the CEO may, in their absolute discretion, approve an extended period of leave without pay for study purposes, which will not count as service.
- 85. Domestic and Family Violence**
- 85.1 The employer recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic and family violence (including sexual violence). Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program (EAP) for domestic and family violence purposes.
- 85.2 Leave with pay is available to an employee who is experiencing domestic and family 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.
- 85.3 Domestic and family violence leave is accessed in accordance with By Law 18 – Miscellaneous Leave and is in addition to other leave entitlements. Domestic and family violence leave will count as service for all purposes.

- 85.4 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.
- 85.5 Reasonable adjustments should be considered to ensure the individual's safety in the workplace (eg different work locations, removal of phone listing or changes to NTG email addresses).

## **86. Cultural and Ceremonial Leave**

- 86.1 An employee is entitled to up to five days unpaid cultural leave for cultural and ceremonial obligations each 12 months for the purposes of undertaking their cultural or ceremonial obligations for the community or group to which the employee belongs.
- 86.2 The CEO may, on application grant leave subject to clauses 86.4 and 86.5.
- 86.3 The CEO will have regard for an employee's cultural or ceremonial obligations, and may grant a further period of unpaid cultural and ceremonial leave.
- 86.4 Notice Requirements:
- (a) An employee must make all reasonable efforts to advise the CEO as soon as reasonable practicable of the period or expected period of the cultural or ceremonial leave.
  - (b) Notice should minimise the impact on agency operations.
- 86.5 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.
- 86.6 Alternately an employee may access their paid recreation or long service leave entitlements for the purpose of undertaking cultural or ceremonial obligations.

*Note: Access to long service leave entitlements is subject to the minimum period set out in By-law 8.*

# Schedule 1 Salary Structures

## Administrative and Corporate Salary Table

Designation	Pay Point	Old Salary Rates Effective 27/07/2017	Annual Salary Rates Effective 26/7/18 (2.5%)	Annual Salary Rates Effective 25/7/19 (2.5%)	Annual Salary Rates Effective 23/7/20 (2.5%)	Annual Salary Rates Effective 22/7/21 (2.5%)
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<b>Band 4</b>	4	\$ 144,974	\$ 148,598	\$ 152,313	\$ 156,121	\$ 160,024
	3	\$ 137,979	\$ 141,428	\$ 144,964	\$ 148,588	\$ 152,303
	2	\$ 131,410	\$ 134,695	\$ 138,062	\$ 141,514	\$ 145,052
	1	\$ 125,149	\$ 128,278	\$ 131,485	\$ 134,772	\$ 138,141

<b>Band 3</b>	5	\$ 119,179	\$ 122,158	\$ 125,212	\$ 128,342	\$ 131,551
	4	\$ 113,520	\$ 116,358	\$ 119,267	\$ 122,249	\$ 125,305
	3	\$ 108,096	\$ 110,798	\$ 113,568	\$ 116,407	\$ 119,317
	2	\$ 102,952	\$ 105,526	\$ 108,164	\$ 110,868	\$ 113,640
	1	\$ 98,032	\$ 100,483	\$ 102,995	\$ 105,570	\$ 108,209

<b>Band 2</b>	6	\$ 93,379	\$ 95,713	\$ 98,106	\$ 100,559	\$ 103,073
	5	\$ 88,919	\$ 91,142	\$ 93,421	\$ 95,757	\$ 98,151
	4	\$ 84,671	\$ 86,788	\$ 88,958	\$ 91,182	\$ 93,462
	3	\$ 80,645	\$ 82,661	\$ 84,728	\$ 86,846	\$ 89,017
	2	\$ 76,803	\$ 78,723	\$ 80,691	\$ 82,708	\$ 84,776
	1	\$ 73,141	\$ 74,970	\$ 76,844	\$ 78,765	\$ 80,734

<b>Grad</b>	3	<b>Band 1</b>	7	\$ 69,660	\$ 71,402	\$ 73,187	\$ 75,017	\$ 76,892
	2^^		6	\$ 66,334	\$ 67,992	\$ 69,692	\$ 71,434	\$ 73,220
	1^		5	\$ 63,188	\$ 64,768	\$ 66,387	\$ 68,047	\$ 69,748
<b>Under Grad</b>	4		4	\$ 60,170	\$ 61,674	\$ 63,216	\$ 64,796	\$ 66,416
	3		3	\$ 57,304	\$ 58,737	\$ 60,205	\$ 61,710	\$ 63,253
	2		2	\$ 54,657	\$ 56,023	\$ 57,424	\$ 58,860	\$ 60,332
	1		1	\$ 52,132	\$ 53,435	\$ 54,771	\$ 56,140	\$ 57,544

<b>Trainee</b>	3	\$ 45,633	\$ 46,774	\$ 47,943	\$ 49,142	\$ 50,371
	2	\$ 42,254	\$ 43,310	\$ 44,393	\$ 45,503	\$ 46,641
	1	\$ 38,874	\$ 39,846	\$ 40,842	\$ 41,863	\$ 42,910

^ 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	Old Salary Rates Effective 27/07/2017	Annual Salary Rates Effective 26/7/18 (2.5%)	Annual Salary Rates Effective 25/7/19 (2.5%)	Annual Salary Rates Effective 23/7/20 (2.5%)	Annual Salary Rates Effective 22/7/21 (2.5%)
		Band 4	4	\$ 144,974	\$ 148,598	\$ 152,313	\$ 156,121	\$ 160,024
			3	\$ 137,979	\$ 141,428	\$ 144,964	\$ 148,588	\$ 152,303
			2	\$ 131,410	\$ 134,695	\$ 138,062	\$ 141,514	\$ 145,052
			1	\$ 125,149	\$ 128,278	\$ 131,485	\$ 134,772	\$ 138,141
		Band 3	5	\$ 119,179	\$ 122,158	\$ 125,212	\$ 128,342	\$ 131,551
			4	\$ 113,520	\$ 116,358	\$ 119,267	\$ 122,249	\$ 125,305
			3	\$ 108,096	\$ 110,798	\$ 113,568	\$ 116,407	\$ 119,317
			2	\$ 102,952	\$ 105,526	\$ 108,164	\$ 110,868	\$ 113,640
			1	\$ 98,032	\$ 100,483	\$ 102,995	\$ 105,570	\$ 108,209
		Band 2	6	\$ 93,379	\$ 95,713	\$ 98,106	\$ 100,559	\$ 103,073
			5	\$ 88,919	\$ 91,142	\$ 93,421	\$ 95,757	\$ 98,151
			4	\$ 84,671	\$ 86,788	\$ 88,958	\$ 91,182	\$ 93,462
			3	\$ 80,645	\$ 82,661	\$ 84,728	\$ 86,846	\$ 89,017
Grad	3	2^	2	\$ 76,803	\$ 78,723	\$ 80,691	\$ 82,708	\$ 84,776
		1^	1	\$ 73,141	\$ 74,970	\$ 76,844	\$ 78,765	\$ 80,734
		Under Grad	4*	\$ 66,334	\$ 67,992	\$ 69,692	\$ 71,434	\$ 73,220
			4	\$ 63,188	\$ 64,768	\$ 66,387	\$ 68,047	\$ 69,748
			3	\$ 60,170	\$ 61,674	\$ 63,216	\$ 64,796	\$ 66,416
			2	\$ 57,304	\$ 58,737	\$ 60,205	\$ 61,710	\$ 63,253
			1	\$ 54,657	\$ 56,023	\$ 57,424	\$ 58,860	\$ 60,332

\* 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 eg: year 1 completed - pay point 2

### Technical Coordinator Salary Table

Designation	Pay Point	Old Salary Rates Effective 27/07/2017	Annual Salary Rates Effective 26/7/18 (2.5%)	Annual Salary Rates Effective 25/7/19 (2.5%)	Annual Salary Rates Effective 23/7/20 (2.5%)	Annual Salary Rates Effective 22/7/21 (2.5%)
Senior Technical Coordinator	3	\$ 152,221	\$ 156,027	\$ 159,928	\$ 163,926	\$ 168,024
	2	\$ 144,974	\$ 148,598	\$ 152,313	\$ 156,121	\$ 160,024
	1	\$ 137,979	\$ 141,428	\$ 144,964	\$ 148,588	\$ 152,303
Technical Coordinator	6	\$ 137,979	\$ 141,428	\$ 144,964	\$ 148,588	\$ 152,303
	5	\$ 131,410	\$ 134,695	\$ 138,062	\$ 141,514	\$ 145,052
	4	\$ 125,149	\$ 128,278	\$ 131,485	\$ 134,772	\$ 138,141
	3	\$ 119,179	\$ 122,158	\$ 125,212	\$ 128,342	\$ 131,551
	2	\$ 113,520	\$ 116,358	\$ 119,267	\$ 122,249	\$ 125,305
	1	\$ 108,096	\$ 110,798	\$ 113,568	\$ 116,407	\$ 119,317

### Technical Specialist Salary Table

Designation	Pay Point	Old Salary Rates Effective 27/07/2017	Annual Salary Rates Effective 26/7/18 (2.5%)	Annual Salary Rates Effective 25/7/19 (2.5%)	Annual Salary Rates Effective 23/7/20 (2.5%)	Annual Salary Rates Effective 22/7/21 (2.5%)
Senior Technical Specialist	3	\$ 119,179	\$ 122,158	\$ 125,212	\$ 128,342	\$ 131,551
	2	\$ 113,520	\$ 116,358	\$ 119,267	\$ 122,249	\$ 125,305
	1	\$ 108,096	\$ 110,798	\$ 113,568	\$ 116,407	\$ 119,317
Technical Specialist	6	\$ 108,096	\$ 110,798	\$ 113,568	\$ 116,407	\$ 119,317
	5	\$ 102,952	\$ 105,526	\$ 108,164	\$ 110,868	\$ 113,640
	Soft Barrier - Diploma/equivalent skills to progress					
	4	\$ 98,032	\$ 100,483	\$ 102,995	\$ 105,570	\$ 108,209
	3	\$ 93,379	\$ 95,713	\$ 98,106	\$ 100,559	\$ 103,073
	2	\$ 88,919	\$ 91,142	\$ 93,421	\$ 95,757	\$ 98,151
	1	\$ 84,671	\$ 86,788	\$ 88,958	\$ 91,182	\$ 93,462
Trainee Technical	4	\$ 60,170	\$ 61,674	\$ 63,216	\$ 64,796	\$ 66,416
	3	\$ 57,304	\$ 58,737	\$ 60,205	\$ 61,710	\$ 63,253
	2	\$ 54,657	\$ 56,023	\$ 57,424	\$ 58,860	\$ 60,332
	1	\$ 52,132	\$ 53,435	\$ 54,771	\$ 56,140	\$ 57,544

### Operator Salary Table

Designation	Pay Point	Old Salary Rates Effective 27/07/2017	Annual Salary Rates Effective 26/7/18 (2.5%)	Annual Salary Rates Effective 25/7/19 (2.5%)	Annual Salary Rates Effective 23/7/20 (2.5%)	Annual Salary Rates Effective 22/7/21 (2.5%)
Senior Operator	2	\$ 102,952	\$ 105,526	\$ 108,164	\$ 110,868	\$ 113,640
	1	\$ 98,032	\$ 100,483	\$ 102,995	\$ 105,570	\$ 108,209
Operator	5	\$ 93,379	\$ 95,713	\$ 98,106	\$ 100,559	\$ 103,073
	4	\$ 88,919	\$ 91,142	\$ 93,421	\$ 95,757	\$ 98,151
	3	\$ 84,671	\$ 86,788	\$ 88,958	\$ 91,182	\$ 93,462
	2	\$ 80,645	\$ 82,661	\$ 84,728	\$ 86,846	\$ 89,017
	1	\$ 76,803	\$ 78,723	\$ 80,691	\$ 82,708	\$ 84,776

### Operator/Maintainer

Designation	Pay Point	Old Salary Rates Effective 27/07/2017	Annual Salary Rates Effective 26/7/18 (2.5%)	Annual Salary Rates Effective 25/7/19 (2.5%)	Annual Salary Rates Effective 23/7/20 (2.5%)	Annual Salary Rates Effective 22/7/21 (2.5%)
Operator/ Maintainer	7	\$ 102,952	\$ 105,526	\$ 108,164	\$ 110,868	\$ 113,640
	6	\$ 98,032	\$ 100,483	\$ 102,995	\$ 105,570	\$ 108,209
	5	\$ 93,379	\$ 95,713	\$ 98,106	\$ 100,559	\$ 103,073
	4	\$ 88,919	\$ 91,142	\$ 93,421	\$ 95,757	\$ 98,151
	3	\$ 84,671	\$ 86,788	\$ 88,958	\$ 91,182	\$ 93,462
	2	\$ 80,645	\$ 82,661	\$ 84,728	\$ 86,846	\$ 89,017
	1	\$ 76,803	\$ 78,723	\$ 80,691	\$ 82,708	\$ 84,776

### Trade Technical Salary Table

Designation	Pay Point	Old Salary Rates Effective 27/07/2017	Annual Salary Rates Effective 26/7/18 (2.5%)	Annual Salary Rates Effective 25/7/19 (2.5%)	Annual Salary Rates Effective 23/7/20 (2.5%)	Annual Salary Rates Effective 22/7/21 (2.5%)
Trade Technical	11	\$ 93,379	\$ 95,713	\$ 98,106	\$ 100,559	\$ 103,073
	10	\$ 88,919	\$ 91,142	\$ 93,421	\$ 95,757	\$ 98,151
	9	\$ 84,671	\$ 86,788	\$ 88,958	\$ 91,182	\$ 93,462
	8	\$ 80,645	\$ 82,661	\$ 84,728	\$ 86,846	\$ 89,017
	7	\$ 76,803	\$ 78,723	\$ 80,691	\$ 82,708	\$ 84,776
	6	\$ 73,141	\$ 74,970	\$ 76,844	\$ 78,765	\$ 80,734
	5	\$ 69,660	\$ 71,402	\$ 73,187	\$ 75,017	\$ 76,892
	4	\$ 66,334	\$ 67,992	\$ 69,692	\$ 71,434	\$ 73,220
	3	\$ 63,188	\$ 64,768	\$ 66,387	\$ 68,047	\$ 69,748
	2	\$ 60,170	\$ 61,674	\$ 63,216	\$ 64,796	\$ 66,416
	1	\$ 57,304	\$ 58,737	\$ 60,205	\$ 61,710	\$ 63,253
						Trade Assistant

## Schedule 2 Allowances

Allowance	Clause under which entitlement derived	Frequency	Old Rates effective 27.07.17 \$	Rates Effective 26.7.18 \$	Rates Effective 25.7.19 \$	Rates Effective 23.7.20 \$	Rates Effective 22.7.21 \$
<b>Availability *</b>	48	per day	56.30	57.70	59.10	60.60	62.10
<b>Consolidated Disability (6%) *</b>	49	per fortnight	186	191	195	200	205
<b>Damaged Clothes and Tools</b>	59	-	490	490	490	490	490
<b>Extra Duty</b>	50	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	4,839	4,960	5,084	5,211	5,341
1 in 3 (8%)		per annum	6,451	6,612	6,778	6,947	7,121
1 in 2 (12%)		per annum	9,677	9,919	10,167	10,421	10,682
<b>First Aid (not payable with CDA)</b>	61	per week	19.70	20.20	20.70	21.20	21.70
<b>Industry Specific Skills</b>	46						
Trade Assistants		per annum	6134	6,287	6,445	6,606	6,771
Technical Specialists (TS), Senior TS, Technical Coordinators (TC), Senior TC, Operators (OP) and Senior OP, Operator/Maintainer, Trade Technicals		per annum	8,760	8,979	9,204	9,434	9,669
Band 2 Science & Engineering Professionals		per annum	8,760	8,760	8,760	8,760	8,760
Band 3 Science & Engineering Professionals		per annum	14,775	14,775	14,775	14,775	14,775
Band 4 Science & Engineering Professionals		per annum	16,000	16,000	16,000	16,000	16,000
<b>Overtime Meal</b>	70	per meal	27.90	28.60	29.30	30.00	30.70
<b>Pre-eminent Professional</b>	53	per annum	14,497	14,859	15,231	15,612	16,002
<b>Team Leader (5.6%)*</b>	56	per fortnight	173	177	182	186	191
<b>Tool</b>	58	per week	17.80	18.20	18.70	19.20	19.70

\* (%) 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 01.01.18 \$	Rates Effective 01.01.19 \$	Rates Effective 01.01.20 \$	Rates Effective 01.01.21 \$	Rates Effective 01.01.22 \$
<b>Accommodation in conjunction with Fares Out</b>	33 / By-Law 43	per night	122	123.60	According to CPI	According to CPI	According to CPI
<b>Motor vehicle</b>	60	per km (for employee)	0.76	0.77	According to CPI	According to CPI	According to CPI
		per km (for carrying goods, passengers or towing)	0.05	0.05	According to CPI	According to CPI	According to CPI
<b>Professional Development</b>	52						
1 to 5 years continuous service		per annum	575	582	According to CPI	According to CPI	According to CPI
5 years + continuous service (up to)		per annum	1,267	1283	According to CPI	According to CPI	According to CPI
<b>Relocation</b>	54						
Employee only		per fortnight	539	546	According to CPI	According to CPI	According to CPI
Employee with dependants		per fortnight	745	755	According to CPI	According to CPI	According to CPI
<b>Remote Employee Electricity Subsidy</b>	33						
Remote Locality Rate							
Special Category		per annum	688	697	According to CPI	According to CPI	According to CPI
Category 1		per annum	1,374	1392	According to CPI	According to CPI	According to CPI
Category 2		per annum	2,063	2090	According to CPI	According to CPI	According to CPI
Category 3		per annum	2,751	2787	According to CPI	According to CPI	According to CPI
Remote Locality Dependant/After Hours Rate							
Special Category		per annum	860	871	According to CPI	According to CPI	According to CPI
Category 1		per annum	1,720	1742	According to CPI	According to CPI	According to CPI
Category 2		per annum	2,579	2613	According to CPI	According to CPI	According to CPI
Category 3		per annum	3,440	3485	According to CPI	According to CPI	According to CPI
<b>Travelling</b>	57						
Accommodation		-	84.30	85.40	According to CPI	According to CPI	According to CPI
Incidental		-	13.30	13.50	According to CPI	According to CPI	According to CPI
Meal Rates							
Breakfast		-	17.20	17.40	According to CPI	According to CPI	According to CPI
Lunch		-	26.40	26.70	According to CPI	According to CPI	According to CPI
Dinner		-	37.10	37.60	According to CPI	According to CPI	According to CPI
Note: Rates 'According to CPI' are provided annually in accordance with Determination 1 of each year.							

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

This schedule broadly identifies the type of role and work function of positions falling within each classification stream, and sets out conditions or prerequisites for entry into, and progression through, particular streams.

### **3.1 Administrative and Corporate Services**

#### **3.1.1 Descriptor:**

- (a) The Administrative and Corporate Services Classification Stream includes positions that are primarily clerical or administrative in nature and provide a range of operational/corporate support functions.
- (b) Administrative and Corporate Services positions cover a broad range of disciplines, including finance, procurement, occupational health and safety, training, marketing, project administration, economics, human resources, information 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, Personal Assistant, Procurement Officer, Human Resources Consultant, OHS Consultant, and Training Advisor.

#### **3.1.2 Entry/progression requirements:**

##### **Trainee**

- (a) The Trainee Administrative and Corporate Services classification provides an opportunity to pursue a career with Territory Generation in the Administrative and Corporate Services Stream whilst gaining a relevant qualification. Examples of appropriate qualifications include Certificate II or III in Business, or Customer Service.
- (b) Trainee Administrative and Corporate Services employees will be employed on a fixed period contract of employment until attainment of a relevant qualification.
- (c) Existing employees who transfer to the Trainee Administrative or Corporate Services stream will maintain their employment status as ongoing or fixed period.
- (d) A Trainee may be eligible to access Territory Generation's study assistance scheme.
- (e) An offer of ongoing employment as a Band 1 will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Trainee Administrative employee.

## Undergraduate

- (f) The Undergraduate Administrative and Corporate Services classification provides an opportunity to pursue a career with Territory Generation in the Administrative and Corporate Services Stream whilst gaining a relevant degree qualification. Examples of degree qualifications include economics, commerce, law, accounting, business, information technology and human resources.
- (g) Undergraduate Administrative and Corporate Services employees will be employed on a fixed period contract of employment until attainment of a relevant qualification.
- (h) Existing employees who transfer to the undergraduate classification will maintain their employment status as ongoing or fixed period.
- (i) An undergraduate may be eligible to access Territory Generation's study assistance scheme, except in the case of undergraduate vacation employees employed by Territory Generation on a short term fixed period basis who are not eligible.
- (j) An offer of ongoing employment as a graduate will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual undergraduate.

## Graduate

- (k) The Graduate Administrative and Corporate Services classification provides recent graduates an opportunity to pursue a career with Territory Generation in the Administrative and Corporate Services Stream across a range of disciplines. Examples of disciplines include economics, commerce, law, accounting, business, information technology and human resources.
- (l) The mandatory minimum entry qualification is a three (3) or four (4) year degree in a relevant discipline.
- (m) The entry level pay point is:
  - (i) Band 1 Pay Point 5 for a graduate with a 3 year degree; or
  - (ii) Band 1 Pay Point 6 for a graduate with a 4 year degree.
- (n) Graduates will participate in Territory Generation's Administrative and Corporate Services Graduate Program.
- (o) On successful completion of the Graduate Program a graduate may be transferred to an available Band 1 Administrative and Corporate Services position at their current pay point.

## **3.2 Science and Engineering Professionals**

### **3.2.1 Descriptor:**

- (a) The Science and Engineering Professional Classification Stream includes positions that require a scientific or engineering degree qualification.
- (b) Science and Engineering Professional positions generally have a strong analytical focus and provide professional advice, services and support in specialist fields of competence.
- (c) At higher classification levels within the stream, positions may include supervisory and/or project management responsibilities.
- (d) Example positions in this stream include, but are not limited to, Asset Engineer, Electrical Plant Engineer, Mechanical Plant Engineer, Control Systems Engineer, Performance and Reliability Engineer.

### **3.2.2 Entry/progression requirements:**

#### **Undergraduate**

- (a) The Undergraduate Science and Engineering classification provides an opportunity to pursue an engineering or science career with Territory Generation whilst gaining an Engineering or Science degree qualification.
- (b) Undergraduates will be employed on a fixed period contract of employment until attainment of an Engineering or Science degree qualification.
- (c) Existing employees transferred to the undergraduate classification will maintain their employment status as ongoing or fixed period.
- (d) An undergraduate may be eligible to access Territory Generation's study assistance scheme, except in the case of undergraduate vacation employees employed by Territory Generation on a short term fixed period basis are not eligible.
- (e) An offer of ongoing employment as a graduate will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual undergraduate.

#### **Graduate**

- (f) The Science and Engineering Graduate classification provides recent Science or Engineering graduates an opportunity to pursue a science or engineering career with Territory Generation.
- (g) The mandatory minimum entry qualification is a science or engineering degree.
- (h) The entry level pay point is:
  - (i) Band 2 Pay Point 1 for a graduate with a 3 year degree; or

- (ii) Band 2 Pay Point 2 for a graduate with a 4 year degree.
- (i) Graduates will participate in Territory Generation's Science and Engineering Graduate Program.
- (j) On successful completion of the Graduate Program a graduate may be transferred to an available Band 2 Science and Engineering Professional position at their current pay point.

Science and Engineering Professional

- (k) The mandatory minimum entry qualification for Science and Engineering Band 2 to 4 classifications is a 3 or 4 year Science and Engineering degree.

### **3.3 Technical Coordinator**

#### **3.3.1 Descriptor:**

- (a) The Technical Coordinator Classification Stream includes positions that are primarily involved in the coordination of technical functions in the delivery of a service. Incumbents typically require a technical or trade based background and relevant supervisory or managerial experience. Technical coordinator positions may involve coordination or management of people, contracts, budgets or projects, planning and scheduling of resources.
- (b) Example positions in this stream include, but are not limited to, Site Supervisors, Maintenance Planner, Maintenance Coordinator, and Project Officer.

#### **3.3.2 Entry/progression requirements:**

The mandatory minimum entry qualification is:

- (a) an AQF Certificate III or equivalent skills, knowledge and experience; and
- (b) appropriate license(s) where applicable.

### **3.4 Technical Specialist**

#### **3.4.1 Descriptor:**

- (a) The Technical Specialist Classification Stream includes positions that are primarily involved in the performance of technical functions in the delivery of a service, and/or specialist technical advice and guidance.
- (b) Technical specialist positions may include testing and protection, fault diagnosis and rectification, controls and communications, design and similar.
- (c) Example positions in this stream include, but are not limited to, Performance and Statistics Officer, Instrument Technician, and Condition Monitoring.

### 3.4.2 Entry progression requirements:

#### Trainee

- (a) The Trainee Technical classification provides an opportunity for employees with no relevant prior work experience to gain on the job skills and training whilst studying towards a Diploma of Engineering or equivalent.
- (b) Trainee Technical employees will be employed on a fixed period contract of employment until attainment of the Diploma of Engineering qualification, or its equivalent.
- (c) Existing employees who transfer to the Trainee Technical classification will maintain their employment status as ongoing or fixed period.
- (d) A Trainee Technical may be eligible to access Territory Generation's study assistance scheme.
- (e) An offer of ongoing employment will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Trainee Technical.

#### Technical Specialist

- (f) The Technical Specialist classification provides an opportunity for employees with a Diploma of Engineering (or equivalent), or a trade qualification or equivalent technical work experience to pursue a career with Territory Generation.
- (g) Subject to clause 3.4.2(h) Technical Specialist employees may progress to pay point 4 of the Technical Specialist classification without a Diploma of Engineering (or equivalent). Only those Technical Specialists who have attained Diploma of Engineering (or equivalent), or equivalent skills, knowledge and experience, may continue to progress through the full Technical Specialist classification pay point range.
- (h) Notwithstanding clause 3.4.2(g), the following Technical Specialist employees may progress through the full Technical Specialist classification pay point range in the absence of a diploma or equivalent skills, knowledge and experience:
  - (i) A former Service Coordinator who translated to the Technical Specialist stream as part of the Service Coordinator restructure that occurred in 2010; and
  - (ii) An employee who does not hold a diploma or equivalent but was already classified as a Technical Specialist prior to 2010.
- (i) Technical Specialist employees are encouraged to gain a Diploma of Engineering (or equivalent).

## Senior Technical Specialist

- (j) The mandatory minimum entry qualification is a Diploma of Engineering (or equivalent), or equivalent skills, knowledge and experience.

### **3.5 Trade Technical**

#### **3.5.1 Descriptor:**

- (a) The Trade Technical Classification Stream includes positions that are trade based and provide field based operational service delivery functions including electrical, high voltage operation, mechanical, and instrumentation work.
- (b) At entry level, positions include Trade Assistant or apprentice roles which do not require a trade qualification.
- (c) Example positions in this stream include, but are not limited to, Mechanical Tradesperson and Electrical Tradesperson.

#### **3.5.2 Entry/progression requirements:**

##### Trade Assistant

- (a) The Trade Assistant classification is for roles which require physical operational work and do not require a trade qualification. These roles work under supervision of a qualified tradesperson. Examples include operating plant and machinery or similar.
- (b) Mature age Trade Assistants will be employed at a minimum pay point 3 of the Trade Technical classification.
- (c) The progression requirements for Trade Assistants are competency based and are defined in the Job Model Guidelines.
- (d) Trade Assistants may progress up to pay point 6 of the Trade Technical classification.
- (e) Pay progressions will be implemented no later than three (3) months after the date of the assessment.

##### Trade Technical

- (f) The mandatory minimum entry qualification is:
  - (i) an AQF Certificate III or equivalent skills, knowledge and experience; and
  - (ii) appropriate license(s) where applicable.
- (g) Fully qualified tradespersons with limited recent practical experience will commence at pay point 5 of the Trade Technical classification as a minimum, and will progress to the pay point 6 on the successful completion of the probationary period.

- (h) Fully qualified tradespersons with substantial recent, practical trade experience will commence at pay point 7 of the Trade Technical classification as a minimum.
- (i) An open entry process applies, having regard to established guidelines, which allows new Trade Technical employees to be appointed above pay point 7 of the Trade Technical classification in recognition of relevant skill and experience.
- (j) Pay progression requirements for Trade Technical employees are competency based and defined in the Job Model Guidelines.
- (k) Pay progressions will be implemented no later than three (3) months after the date of the assessment.

### **3.6 Operator**

#### **3.6.1 Descriptor:**

The Operator Classification Stream includes positions that are primarily involved in monitoring and operating Power Stations, and may be involved in the monitoring and operational control of electrical systems comprising PWC's power network.

- (a) Example positions in this stream include, but are not limited to, Assistant Panel Controller and Panel Controller.

#### **3.6.2 Entry/progression requirements:**

##### **Operator**

- (a) The mandatory minimum entry qualification is:
  - (i) an AQF Certificate III or equivalent skills, knowledge and experience; and
  - (ii) appropriate license(s) where applicable.
- (b) Fully qualified Operators with limited recent practical experience will commence at pay point 1 of the Operator classification.
- (c) An open entry process applies, having regard to established guidelines, which allows new Operator employees to be appointed above pay point 1 of the Operator classification in recognition of relevant skill and experience.
- (d) Pay progression requirements for Operators are competency based and defined in the Job Model Guidelines.
- (e) Pay progressions will be implemented no later than three (3) months after the date of the assessment.

##### **Senior Operator**

- (f) The mandatory minimum entry qualification for a Senior Operator 1 is:
  - (i) an AQF Certificate IV in a relevant discipline (e.g. power systems, generation) or equivalent skills, knowledge and experience; and
  - (ii) appropriate license(s) where applicable.

- (g) The mandatory minimum entry qualification for a Senior Operator 2 is:
  - (i) a diploma in a relevant discipline (e.g. power systems, generation) or equivalent skills, knowledge and experience; and
  - (ii) appropriate license(s) where applicable.
- (h) The progression requirements for Senior Operators are competency based and are defined in the Job Model Guidelines.
- (i) Pay progressions will be implemented no later than three (3) months after the date of the assessment.

### **3.6.3 Provision for pay parity:**

- (a) Territory Generation recognises that the development of a new wholesale electricity market has the potential to change the roles and responsibilities of Operators over the life of this Agreement.
- (b) To provide sufficient flexibility within the Operator classification stream to accommodate these potential changes, and to ensure pay parity at the base salary level between Operator positions and other technical positions with a corresponding work value, Territory Generation agrees to apply the Senior Technical Specialist classification structure salary rates (refer Technical Specialists Salary set out in Schedule 1) to Operator positions that undergo a job evaluation and are shown to have a job value that corresponds with the Senior Technical Specialists range.

## **3.7 Operator/Maintainer**

### **3.7.1 Descriptor:**

- (a) The Operator/Maintainer Classification Stream is involved in operating and maintaining Power Stations.

### **3.7.2 Entry/progression requirements:**

- (a) The mandatory minimum entry qualification is:
  - (i) an AQF Certificate III or equivalent skills, knowledge and experience;
  - (ii) an AQF Certificate IV in a relevant discipline (e.g. power systems, generation) or equivalent skills, knowledge and experience; and
  - (iii) appropriate license(s) where applicable.
- (b) Fully qualified Operator Maintainers with limited relevant practical experience will commence at pay point 1 of the classification.
- (c) An open entry process applies, having regard to established guidelines, which allows new Operator Maintainer employees to be appointed above pay point 1 of the classification in recognition of relevant skill and experience.

- (d) Pay progression requirements for Operator Maintainers are competency based and defined in the Job Model Guidelines.
- (e) Pay progressions will be implemented no later than three (3) months after the date of the assessment.

**3.7.3** Provision for pay parity:

- (a) Territory Generation recognises that efficiency is a pivotal driver of our success and as we explore greater efficiencies there is the potential to change the roles and responsibilities of Operator Maintainers over the life of this Agreement.
- (b) To provide sufficient flexibility within the Operator Maintainer classification stream to accommodate these potential changes, and to ensure pay parity at the base salary level between Operator Maintainer positions and other technical positions with a corresponding work value, Territory Generation agrees to apply the Senior Technical Specialist classification structure salary rates (refer Senior Technical Specialists salary set out in Schedule 1) to Operator Maintainer positions that undergo a job evaluation and are shown to have a job value that corresponds with the Senior Technical Specialists range.

## **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 seven 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 four weeks notice from the date that the offer is accepted, or five 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 two years service: four weeks salary;
- (b) for an employee with at least two years but less than three years service: six weeks salary;
- (c) for an employee with between three years and three and a half years service: seven weeks salary; and
- (d) for an employee with greater than three and a half years service: two weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.

**4.4.6** For the purpose of calculating payment under clause 4.4.5:

- (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that they are a surplus employee, the salary level is the employee's salary in their higher designation at the date of notification; and
- (b) where an employee has been paid a loading (ie shiftwork payment) for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of "weeks salary".

**4.4.7** The inclusion of allowances or loadings as salary, other than those specified in clause 4.4.6, will be at the discretion of the employer.

- 4.4.8** The entitlement under:
- (a) clause 4.4.3 constitutes notice for the purposes of section 117 of the FW Act; and
  - (b) clause 4.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- 4.4.9** All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 4.4.10** Subject to clause 4.4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.
- 4.4.11** A surplus employee who has a leave airfare entitlement under PSEM By-law 33 or 47 is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 4.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.
- 4.5 Notice of Redundancy**
- 4.5.1** A surplus employee cannot be given notice under this clause unless the employee has:
- (a) been offered a voluntary retrenchment and has declined that offer; or
  - (b) has requested a voluntary retrenchment and the employer has refused the request.
- 4.5.2** Subject to clause 4.5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:
- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
  - (b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.
- 4.5.3** In addition to notice of redundancy under clause 4.5.2, a surplus employee must be given four weeks formal notice (or five 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 four 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 eight weeks redundancy pay which will be paid on termination.*

- 4.5.6** In accordance with clause 4.3.2 during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.
- 4.5.7** With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 4.5.2 or 4.5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.
- 4.5.8** Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowances where applicable, for the unexpired portion of the notice periods set out in clauses 4.5.2 and 4.5.3.
- 4.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 4.5.2 and 4.5.3 being invoked, is not entitled to receive a greater payment under clause 4.5.8 than the employee would have been entitled to receive had they been voluntarily retrenched.
- 4.5.10** For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 4.5.2 or 4.5.3 is entitled:
- (a) to reasonable leave with full pay; and
  - (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

#### **4.6 Transfer to other suitable employment**

- 4.6.1** A potentially surplus employee or a surplus employee is entitled to four 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 four 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) four weeks; or
- (b) where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 4.5.2.

**4.6.4** Income maintenance payments are calculated as follows:

- (a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or
- (b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which they received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

**4.6.5** The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause 4.6.4(b) is at the discretion of the employer.

**4.6.6** An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of their transfer which in the opinion of the employer were brought about by the transfer.

#### **4.7 Use of Accrued Personal Leave**

**4.7.1** Subject to clause 4.7.2, the periods of notice under clauses 4.5.2 and 4.5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.

**4.7.2** For the purposes of an employee entitled to income maintenance under clause 4.6.3, the total extension permitted under clause 4.7.1 is capped at six 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 four weeks certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.*

#### **4.8 Right of Review**

**4.8.1** A surplus employee will have a right of review to the employer against any administrative decision made in relation to their eligibility for benefits under these provisions or in relation to the amount of those benefits.

**4.8.2** This right does not affect the employee's rights under the FW Act.

#### **4.9 Substitution or Other Provisions**

**4.9.1** Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee or a surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

#### **4.10 Exemption**

**4.10.1** These provisions do not apply to fixed period or casual employees unless otherwise approved by the employer.

## Schedule 5 Safety Initiative Bonus Table

Territory Generation's safety initiative bonus scheme consists of the following elements:

Part A: Corporate Safety Initiative Bonus			
Elements*	KPI	Target	Bonus Amounts
1. Lead Indicators	Incidents reported within 24 hours of	80% of all incidents (as yearly average)	\$250
	Investigations finalised within 30 days of being reported	80% of all incidents (as yearly average)	
	Actions finalised within the allocated time frame	80% of all incidents (as yearly average)	
2. Lag Indicator**	LTIs	≤ 1	\$250
		or > 1 but ≤ 3	or \$125

Part B: Individual Safety Initiative Bonus			
Individual Safety Initiatives  All employees choose three (3) individual KPI items	Complete Safe Act Observations (SAOs) and/or Safety Interactions (SIs)	<ul style="list-style-type: none"> <li>For employees who do not have a set SAO or SI target as part of their role: The completion of at least four (4) SAO's, SIs or a combination of the two per year;</li> <li>For employees with a set SAO or SI target as part of their role: The completion of an additional four (4) SAO's, SIs or a combination of the two per year above the set targets.</li> </ul>	\$500
	Complete a Workplace Inspection within your work area	<ul style="list-style-type: none"> <li>Completion of at least 1 workplace inspection per year which is formally recorded.</li> </ul>	
	Participate as a member of a Workplace Health and Safety Committee	<ul style="list-style-type: none"> <li>For employees based at operational sites: Attendance at a minimum of 80% of scheduled meetings</li> <li>For employees based at head office: Attendance at a minimum of 2 on-site WHS Committee meetings.</li> </ul>	
	Be elected and perform the role of a Workplace Health and Safety Committee Chair or Secretariat	<ul style="list-style-type: none"> <li>Performing the role of an elected WHS Committee Chair or Secretariat for 1 year</li> </ul>	
	Election to, and performance of, duties as a Health and Safety Representative (HSR)	<ul style="list-style-type: none"> <li>In accordance with the Workplace Health and Safety Act 2007</li> </ul>	

<p>Individual Safety Initiatives</p> <p>All employees choose 3 individual KPI items</p>	Carry out duties as a nominated Fire Warden Officer	<ul style="list-style-type: none"> <li>In accordance with description of role, including completion of required Warden Training</li> </ul>	
	In accordance with description of role, including completion of required First Aid Training	<ul style="list-style-type: none"> <li>Carry out duties as a nominated First Aid Officer (Head office only)</li> </ul>	
	Identify and implement (in consultation with your supervisor) a valid safety improvement within your work unit	<ul style="list-style-type: none"> <li>Completion of a minimum of 1 safety improvement as agreed with Supervisor</li> </ul>	
	Conduct a relevant Safety presentation at a tool box or other team meeting (as approved by your Supervisor)	<ul style="list-style-type: none"> <li>Completion of a minimum of 1 presentation as agreed with supervisor</li> </ul>	
	Participate on an incident/accident investigation panel	<ul style="list-style-type: none"> <li>Active participation on at least 2 investigation panels</li> </ul>	
	Attend mandatory safety related training as agreed with your Supervisor	<ul style="list-style-type: none"> <li>Completion of all identified mandatory safety training</li> </ul>	

\* In the event of any changes to current Occupational Health and Safety legislation which significantly impact on the operation of the Territory Generation's Safety Initiative, the Generation Consultative Committee will consider the matter and make recommendations on what, if any, changes may be required to ensure the ongoing effective operation of the Initiative. Recommendations will be referred to the 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.

## Schedule 6 Work Life Balance Initiatives

### 6.1 General

- 6.1.1 In addition to the principles contained in clause 18 (Work Life Balance Package) of the Agreement, access to the initiatives set out below must be in accordance with this Schedule.
- 6.1.2 The provisions of this Schedule do not apply to casual employees.
- 6.1.3 In accessing the leave initiatives set out below, it is not intended that employees be advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

### 6.2 Recreation Leave at Half Pay

- 6.2.1 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.
- 6.2.2 An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 6.2.3 Where an employee utilises an amount of recreation leave at half pay:
  - (a) Leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay;  
  
*For example: If an employee utilises two weeks of recreation leave over a period of four weeks at half pay, all leave entitlements will accrue over the first two weeks of leave, as if the employee was on recreation leave with full pay, and no leave entitlements will accrue over the final two weeks of recreation leave on half pay.*
  - (b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 6.2.4 A period of recreation leave at half pay does not break continuity of service.
- 6.2.5 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 two weeks recreation leave over a period of four weeks at half pay, service based entitlements (eg personal leave, long service leave, paid parental leave) will be deferred by two weeks.*

### 6.3 Purchase of Additional Leave (Purchased Leave)

- 6.3.1 Entitlement to purchased leave
  - (a) An employee who has completed 12 months continuous service may, with approval of the CEO, purchase between one to six weeks additional leave per year with a corresponding reduction in the number of working weeks.

*Note: Additional leave purchased under clause 76.6(b) does not count towards the additional leave available for purchase under this clause.*

- (b) An employee cannot access recreation leave at half pay whilst under a purchased leave arrangement.

### **6.3.2 Method of purchase**

- (a) Additional leave must be purchased in advance and must be used within six (6) months after payment is completed.
- (b) An employee purchasing additional leave will pay an amount equal to salary for the additional leave over a 12 month period. Payments will be deducted from the employee's gross fortnightly salary.

*For example: An employee earns an annual gross salary of \$47 006 or \$1802.15 per fortnight. The employee purchases an additional four weeks leave which equates to two fortnightly pays (ie \$3604.30).*

*The employee's fortnightly deductions over a 12 month period (26 pays) would be:*

- *\$138.80 for the first deduction; and*
- *\$138.62 for the remaining 25 deductions.*

*Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave.*

- (c) The employee's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.
- (d) A period shorter than 12 months for purchasing additional leave may be implemented with the CEO's approval.

### **6.3.3 Administrative**

- (a) For the period over which payments are being deducted from an employee's salary to fund a purchased leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the employee was paid:
  - (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS employees; and
  - (ii) after purchased leave deductions being made in the case of Choice of Fund superannuation fund employees.
- (b) Purchased leave will count as service for all purposes.
- (c) Purchased leave does not attract a leave loading.
- (d) Before accessing the additional leave an employee who purchases additional leave will be required to exhaust all available:
  - (i) recreation leave entitlements; and

long service leave entitlements, except where the employee has satisfied the conditions of clause 74.2,

- (e) Provided that such requirement is waived in circumstances where an employee endeavours to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of Territory Generation.
- (f) If an employee does not use the purchased leave within the period agreed and leave is not deferred, it will lapse and the employee will be reimbursed monies paid.
- (g) Purchased leave must be taken in minimum periods of one week.
- (h) A public holiday that falls within a period of purchased leave will extend the period of leave.

#### **6.3.4 Independent Advice**

Prior to entering into or ceasing a purchased leave arrangement an employee should seek, at their own expense, independent advice regarding:

- (a) the employee's financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

#### **6.3.5 Agreement**

- (a) A purchased leave agreement must be in writing.
- (b) A purchased leave agreement is non-renewable. On the expiry of an existing agreement, the employee may lodge a new application for approval by the CEO.

#### **6.3.6 Cessation of purchased leave**

- (a) A purchased leave arrangement may cease in the following ways:
  - (i) At the request of the employee on the giving of four weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.
  - (ii) At the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation.
  - (iii) The employee ceases employment with Territory Generation;
  - (iv) The employee moves to a new work area within Territory Generation or to another agency (unless the new work area or agency agrees to continue the arrangement).
- (b) Where a purchased leave arrangement ceases in accordance with clause 6.3.6(a) the employee will be reimbursed a lump sum payment of monies paid within two months of the date of cessation, provided that where the employee has already

commenced the period of purchased leave, he or she will be reimbursed monies paid on a pro rata basis, in accordance with the portion of monies relating to the unused period of leave.

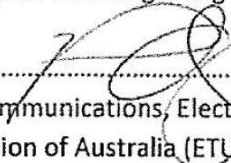
## SIGNATORIES to the 2018 - 2022 Territory Generation Enterprise Agreement



.....  
Name: Craig John Allen  
Position: Commissioner for Public Employment  
Address: GPO Box 4371, Darwin NT 0801  
Dated: 20 February 2019



.....  
Australian Manufacturing Workers Union  
Name: Rohan Webb  
Position: State Secretary  
Address: 366 Upper Roma Street, Brisbane QLD 4000  
Dated: 5-3-2019  
Signed as a bargaining representative of employees covered by this Agreement



.....  
Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services  
Union of Australia (ETU Branch)  
Name: Peter Ong  
Position: Divisional Branch Secretary  
Address: 41 Peel Street South Brisbane, Qld 4101  
Dated: 5/3/19  
Signed as a bargaining representative of employees covered by this Agreement



.....  
Community and Public Sector Union  
Name: Kay Densley  
Position: NT Regional Secretary  
Address: GPO Box 458, Darwin, NT, 0801  
Dated: 22/2/19  
Signed as a bargaining representative of employees covered by this Agreement



.....  
Association of Professionals, Engineers, Scientists Managers Australia  
Name: Michael Butler  
Position: Director Industrial Relations  
Address: Level 3, 163 Eastern Road, South Melbourne, VIC, 3205  
Dated: 21/2/19  
Signed as a bargaining representative of employees covered by this Agreement



.....  
Name: Louis Johansson  
Position: Site Manager (Owen Springs Power Station Upgrade)  
Address: C/- Territory Generation  
PO Box 9100, Alice Springs NT, 0871  
Dated:  
Signed as a self-appointed employee bargaining representative covered by this Agreement

## IN THE FAIR WORK COMMISSION

FWC Matter No. AG2019/552

### Applicant:

Commissioner for Public Employment

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

I, Damien Doherty, Employee Relations Manager on behalf of Commissioner for Public Employment, give the following undertakings with respect to the 2018 – 2022 Territory Generation Enterprise Agreement ("the Agreement"):

1. I have the authority given to me by the Commissioner for Public Employment to provide this undertaking in relation to the application before the Fair Work Commission.
2. For the purpose of Clause 21 of the Agreement, Determination 17 of 2015 is appended to the Agreement.
3. For the purpose of Clause 22 Apprentices, Territory Generation will not employ apprentices.
4. For the purpose of clause 39.1, annualised salaries may only be established in accordance with clause 16 (individual Flexible Arrangements), or clause 17 (Variation to Working Arrangements for Groups of Employees), of the Agreement.
5. For the purpose of clause 67.7 any "election" must be recorded in writing.
6. These undertakings are provided on the basis of issues raised by the Commissioner in the application before the Fair Work Commission (Commission), and will be attached to the Agreement if approved by the Commission.



Signature

**Damien Doherty**

Name

**Employee Relations Manager**

Title

**6 June 2019**

Date

## Schedule 2.2 Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.