# Offer for a new Power and Water Corporation Enterprise Agreement Negotiations

## Details of overall offer

1. **Term of Agreement**

   It is proposed the new agreement (the Agreement) will have a four-year term that will provide employees with job certainty and secured terms and conditions over this period including employment **security provisions whereby no involuntary redundancies arise as a result of implementing the new** Agreement.

2. **Salary and Allowance Increases**

   A total increase in salaries for Power and Water Employees of **11%,** or **11.46%** compounding, over 4 years, as follows:

   - **2.75%** salary increase will be back payable from the beginning of the first pay period on or after 15 July 2026 (on the basis that employees vote for the proposed agreement).
   - **2.75%** salary increase payable from the beginning of the first pay period on or after 15 July 2027
   - **2.75%** salary increase payable from the beginning of the first pay period on or after 15 July 2028
   - **2.75%** salary increase payable from the beginning of the first pay period on or after 15 July 2029

   Unless otherwise stated in this offer, allowances under the Agreement that are currently adjusted with the Darwin Consumer Price Index (CPI) will continue to increase in line with current provisions; those that increase in line with the Agreement, will continue to increase by the respective annual percentages; and allowances which are not currently adjustable (e.g. NT Allowance) will remain at their current rates.

   Payment of salary and allowance increases (including back payments that might apply) shall only be payable to employees who are employed on the date of commencement of the new agreement.

### Power and Water Specific Conditions

3. **New Attraction and Retention Payment**

   To assist with the attraction and retention of current technical based employees in Katherine and Alice Springs, a new **$4 000** lump sum attraction payment will be payable as follows:

   - **$1 000** on commencement of the Agreement;
   - **$3 000** 2 years after commencement of the Agreement of continuous service; and
   - **$4 000** for each 2 years of continuous service thereafter.

   New employees (or current employees transferring into these regions), commencing during the term of the Agreement will be eligible to receive $4 000 after 2 years of service, and every 2 years thereafter (with a pro-rata payment for the first payment based on eligible service).

   To assist with the attraction and retention of current technical based employees in Tennant Creek and Yulara, a new **$20 000** lump sum attraction payment will be payable as follows:

   - **$2 500** on commencement of the Agreement;

- **$17 500** after completing the first 2 years after commencement of the Agreement of continuous service; and
- **$20 000** for each 2 years of continuous service thereafter.
- New employees (or current employees transferring into these regions), commencing during the term of the Agreement will be eligible to receive $20 000 after 2 years of service, and every 2 years thereafter (with a pro-rata payment for the first payment based on eligible service).

Technical based employees means the following classifications under the Agreement: Trade Technical, Technical Specialist, Senior Technical Specialist, Technical Coordinator and Senior Technical Coordinator.

Employees will receive pro-rata payments of the above amount where they are part-time, or where they transfer from one eligible location to another during their 2 years of continuous employment. Periods of leave without pay that do not count as service will reduce the payment on a pro-rata basis

Employees in Choice of Fund superannuation schemes may also be eligible to receive between an additional $240 and $2 400 in superannuation (based on 12% of $2 000 or $20 000 payments).

**4. Technical Coordinator / Senior Technical Coordinator improvements**

It is proposed to reduce the 265 additional hours currently required by Technical Coordinators to 200 hours per annum, before they would be eligible to receive overtime, and allowing Senior Technical Coordinators access to overtime (also after 200 additional hours) at the approval of the Chief Executive Officer (CEO) for exceptional circumstances.

In addition to the above it is proposed to remove the bottom 2 pay points of the Technical Coordinator salary. This will provide Trade Technical employees transferring to Technical Coordinator positions with a significantly increased base salary in recognition of the additional work value between the roles.

The new provisions will also introduce the mandatory recording of all additional hours of work performed by these classifications so that Power and Water are better able to monitor fatigue, workloads, and improve resourcing. Employees will still be able to work additional hours to accrue towards flexible work arrangements, or count toward overtime payments.

**5. System Controllers (Operators)**

Operators will be renamed Generation Controllers or Network Controllers to better align with their roles and responsibilities, and their salary increases will be applied to the Interim Service Coordinator salaries that became payable under the ‘Pay Parity’ review conducted under the current Agreement. The Schedule 3 classification descriptors will also be updated in line with these new provisions.

The current 46% annualised allowance provision will be reduced to 42% with the 96-hour overtime component will be removed. The new 42% annualised allowance will reflect 36% for all relevant shiftwork provisions (which will count for superannuation) and an additional 6% reflecting access to Availability Allowance, which recognises that Controllers are required to be available for four hours before and after their shift commences and finishes.

With the removal of the 96-hours overtime component, Controllers would then be entitled to overtime for all additional hours worked. The Agreement would also be improved to provide the annualised salary to be payable in lieu of recreation leave on resignation.

The Agreement will also provide for:

- a new salary structure based on the Interim Services Coordinator salaries and which will include an “in training” pay point based on 97% of the relevant Controller level;
- a review of the current roster provisions to identify efficiencies, improve fatigue management, work life balance and the use of shadow shifts;
- a provision for where an employee’s shift is changed for operational reasons that any shortfall in rostered hours will be made up, or they may request recreation leave to cover the period;

- consideration to be given to previously approved leave periods (e.g. Christmas, Easter and school holiday etc), to ensure equity to leave during these periods; and
- a clause recognising the Northern Territory Electricity System and Market Operator (NTESMO) is being established, which will provide continuity and security of the new agreement conditions for affected employees, up until they formally transition over to a new NTPS agency.

**6. Increases/improvements to HV Field Operator Allowance**

The allowance will be renamed to High Voltage (HV) Allowance and will introduce a new two tiered model to recognise the differential responsibilities of employees who HV switch on a regular basis in regional and remote areas; and those who are performing HV switching on a full time basis.

The current allowance will increase from **$115** to **$180** per fortnight **(or $4 695 pa)** for employees switching HV on regular basis in regional and remote areas; and will increase to **$220** per fortnight (or **$5 739 pa)** for employees switching HV on a full-time basis to assist attracting other employees to these HV roles.

Both allowances will also increase with line with **2.75%** salary increases during the term of the Agreement.

**7. Overtime and Call Out Arrangements**

Rest relief from telephone calls and computer alarms (**Overtime provisions**) will be improved to provide that where an employee receives multiple telephone calls or computer alarms over an extended period, such that they are unable to obtain a continuous rest period of at least 4 hours, the disturbance will be taken to constitute a material interruption to rest, and the employee will be entitled to a 10 hour break, or payment at overtime rates until the employee is able to take that break.

The clause will also be updated to provide that:

- the minimum payment provisions are not payable for 'notification only' alarms;
- "scheduled or pre-planned" overtime means overtime that is scheduled or approved in advance (at least 24 hours before) of the work being performed, including overtime that is rostered as part of a programmed works schedule; and
- Overtime work that is not continuous with ordinary time is subject to a minimum payment of 4 hours for each separate attendance. Subsequent attendances occurring within the minimum payment period will not count as a separate attendance, and where this occurs, the overtime payment made will be for the total period from the commencement of the first attendance to the ceasing of the second attendance.

These overtime conditions are in addition to the previously noted improvements for Technical Coordinators and Senior Technical Coordinator to access paid overtime after completion of 200 additional hours per annum (reduced from the current 265 hours).

The '**Call Out Arrangement'** provisions will be improved and simplified to remove the current complexity to apply stand down provisions where there has been multiple call outs of less than 3 hours in between shifts (i.e. the parameters of it needing to be between 10 pm and 1.5 hours before a normal start time will be removed).

**8. Shift Work**

Shift Work provisions will be updated to clarify that:

- the structure of a shift roster will not be changed without consultation and in accordance with the 'Management of Change' provisions, and that shift rosters will take into consideration fatigue related provisions as contained in the 'Health and Safety' provisions of the Agreement; and
- where an employee's shift is changed for operational reasons that result in a shortfall of rostered hours, the employee will be rostered hours to make up the time later or may request recreation leave to cover the period.

**9. Extra Duty Allowance**

Extra Duty Allowance provisions will be clarified to include that the annual forecast of additional hours will consider periods of approved paid leave; and where an employee otherwise takes leave which may result in the forecasted hours not being performed, corrective action will include ceasing or reducing the allowance accordingly.

**10. Use of Contractors for Core Work**

The Use of Contractor for Core Work provisions will be updated to:

- recognise Power and Water may utilise contractors without prior notice or consultation to support fatigue management in regional and remote areas where recruitment action has been unsuccessful, or for the prompt restoration of services for customers, and in emergency situations;
- note the clause doesn't apply to functions associated with customer services, and information and communication technology (and remove these from the core work activity definitions); and
- clarify the definition of core work does not apply any work of a specialist nature or not covered by the classifications contained in the Agreement.

**11. Higher Duties Allowance**

Higher duties provisions will be improved to provide that where an employee's nominal role has not been back filled and the employee is still required to perform some 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.

The clause will also be updated to clarify the allowances that count as remuneration when acting in an Executive Contract role (for the purpose of calculating the HDA), are Consolidated Disability Allowance; Extra Duty Allowance; and High Voltage (HV) Allowance.

**12. Emerging Technologies and Artificial Intelligence**

A new clause will be introduced recognising the development of new technologies in areas such as power, water and sewage networks systems; and that the introduction of artificial intelligence (AI), has the potential to change the roles and responsibilities of employees.

The new provisions will ensure that Power and Water will consult through the Joint Consultative Committee in accordance with the 'Management of Change' change provisions in the Agreement, where new technologies or AI are being introduced; and that job evaluations or classification reviews are conducted for positions that require a significant change in duties due to these changes.

**13. Performance Achievement (MyPlan) / Pay Progression**

Power and Water performance achievement (MyPlan) and pay progression provisions will be updated to clarify that all employees are required to participate in the MyPlan process, and that:

- employees are not eligible for pay progression or top of band bonus where they have not completed of all mandated/identified training; not completed mandatory timesheet recording; or have been subject to a formal performance improvement plan;

- changes to an employee's MyPlan will need to be agreed with their manager, only after consultation and collaboration with the employee; and
- where an employee disagrees with their manager on proposed criteria in their MyPlan, it will be referred to the relevant Executive General Manager (EGM) for review, and where the matter remains unresolved it will be referred to the CEO for final review (which will replace the current subcommittee review process).

**14. Corporate Safety Initiative**

In support of Power and Water's commitment to continual improvement in its safety record, the new Agreement will provide that an employee will be ineligible for individual and corporate safety bonus payments where they have been found to have committed a breach of safety within the MyPlan cycle.

**15. Integrity of Payments**

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

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

**16. Hosted Apprentice improvements**

The new agreement will provide that as far as reasonably practicable, apprentice rotations will provide enough exposure across their trade, including contractor placements, to assist in successfully completing their apprenticeship.

**17. Use of Surveillance Technology**

Use of Surveillance Technology provisions will be improved to provide that the accessing of data for the purpose of an investigation will only occur where there are reasonable grounds to suspect wrongdoing has occurred, and if so only after approval has been granted by the CEO.

**18. Recall or cancellation of approved leave**

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

**19. Work Health and Safety Strengthened**

The Health and Safety provisions will be strengthened consistent with the *Work Health and Safety (National Uniform Legislation) Act 2011*, and improved measures will be included for Power and Water to take reasonable and practicable steps to prevent and address psychosocial risks in the workplace; and support the establishment of committees and/or workgroups including health and safety representatives.

Other improvements to the clause will be provide:

- inclusion of key policy and procedures in relation to appropriate workplace behaviours;

- employee obligations to promote and encourage safety, and to comply with all relevant policies and procedures;
- workload reviews to provide that management will acknowledge receipt of requests within 7 days; and
- fatigue management provisions (moved from the Call Out Arrangements provisions).

**20. Schedule 3 Descriptors**

Schedule 3 Classification Stream Descriptors and Stream Specific Progression Principles will be updated to reflect:

- updates to current position titles and business units;
- where an AQF Certificate III is required, it must be in a relevant trade discipline or equivalent skills and knowledge etc;
- new Generation and Network Controller provisions including:
  - new ‘In Training’ salary increment points which will be 97% of the base salary (pay point 1), which will be utilised when employees are in training for the Generation and Network Controller positions. Once they obtain authorised status they will progress to pay point 1 of the relevant classification;
  - where an appropriately qualified Network Controller who is paid at pay point 3 of the new salary rates, commences training in a Generation Controller position, they will maintain that same salary being pay point 1 of the Generation Controller salary rates;
  - where an appropriately qualified Generation Controller who is at pay point 4 of the new salary rate, commences training in a Senior Network Controller position, they will maintain that same salary being pay point 1 of the Senior Network Controller salary rates; and
  - removing the current pay parity review provisions that were completed during the current agreement.

**21. Objectives of Agreement**

The Objectives of Agreement provisions will be updated to acknowledge that Power and Water must operate within the Statement of Corporate Intent, which is a current provision being moved from the resourcing clause provisions.

**22. Definitions**

The Agreement will be updated to amend a drafting oversight of the definition of ‘salary’ in the current agreement, to provide it is for the purpose of overtime, and that it means that it is an employee’s base salary plus any higher duties allowance.

**23. Public Sector Employment and Management Determinations / By-laws**

The current long service leave (LSL) provisions contained in By-Law 8 will be enshrined in the new Agreement, (consistent with all leave entitlements being included in the Agreement) whilst also maintaining the current Power and Water specific LSL provisions.

Determination 5 of 2024 – Community Language Allowance provisions will be included, which provides for an allowance of up to $2 546 per annum (from 13 August 2026), where an employee meets the eligibility criteria and is required by the CEO to use their bilingual communication skills in their role.

Determination 1101 of 2023 – Team Leader Allowance provisions will be included, which allows Administrative and Corporate Services level 2, Science and Engineering level 2, Operators (now Assistant Network Controllers), Trade Technicals, and Technical Specialists (up to and including pay point 3) access to the allowance.

**24. Fair Work Commission Undertaking**

The current Fair Work Commission undertaking in relation to paying superannuation on Extra Duty Allowance will be included in the new Agreement.

## Improved leave and other provisions

New or improved leave provisions will be made to a number of clauses in the Agreement consistent with the *Northern Territory Public Sector 2025 – 2029 Enterprise Agreement*. As discussed during the negotiation meetings these are summarised below:

25. **Personal leave to cover medical attendance** – Personal leave provisions will be improved to allow employees to provide 'certificates of attendance' for medical appointments, for themselves, or to support an immediate family or household member (which will count as personal leave with documentary evidence), including for health issues other than just for an illness or injury (e.g. for preventative care).
26. **Compassionate leave** – This clause will be improved to allow access to compassionate leave provisions during a period of recreation leave (i.e. recredit of recreation leave).
27. Existing **Blood Donor Leave** will be improved to allow time for donating blood plasma.
28. **NEW - Organ Donor Leave** – The CEO will have the ability to approve a recredit of leave for employees to donate a kidney or part of a liver, up to an equivalent amount received in payment from the Federal Government's Supporting a Living Donor Program (based on a period of absence of up to 18 weeks).
29. **Leave to Engage in Voluntary Emergency Management Activities** – The current provisions will be improved in relation to volunteering for emergency management activities, and include leave may be taken for prevention, preparation, response or recovery purposes.
30. **Disability and diversity** - A new clause committing to support and accommodate a diverse and inclusive workplace which values the identities, skills and capabilities of all people including those with a disability, from culturally and linguistically diverse background, and senior people.
31. **Improved access to flexible work arrangements** - The 'Flexible Work – General Principles and Requirements' provisions will be improved to provide that requests for flexible work arrangements will be considered favourably and, on a case-by-case basis, subject to the reasonable business grounds set out in the current Agreement. Further, it will provide that each 'work from home' request will be considered on its merits with no predetermined frequency on when an employee can work from home.
32. **Right to disconnect** - Employee right to disconnect provisions will be included in the Agreement to assist in maintaining work life balance opportunities and breaks from work contact.
33. **New Fixed period employment provisions** - A new clause will be included to reinforce security of employment provisions for fixed period employees consistent with the *Fair Work Act 2009* which provides that employees should only be provided fixed period employment contracts for no more than 2 years or 2 consecutive contracts, unless an exception under the *Fair Work Act 2009* applies.

## Compliance with the *Fair Work Act 2009 / Northern Territory Public Sector Enterprise Award 2016*

34. Updated or new clauses to reflect recent changes to the *Fair Work Act 2009* include Management of Change, Dispute Settling Procedures, Individual Flexibility Arrangements, Casual employment (Employee Choice Pathway), and Union Rights *(in addition to the Right to Disconnect and Fixed period employment provisions previously noted).*

**35. Additional Commitments**

During negotiations the parties discussed many SBU claims that were day to day operational matters relating to the application of entitlements and conditions, which were not required to form part of a new Agreement. It is noted that Power and Water have agreed to address these claims through the following commitments:

- Ensuring the Contractors Consultative Committee is reinvigorated and led by the business units to allow for open and transparent communication and consultation to occur for the annual works program.
- Ensuring appropriate consultation occurs through the:
  - relevant Health and Safety Representatives (HSRs) for new and reviewed Health and Safety procedures that affect employees; and
  - Joint Consultative Committee (JCC) for new and reviewed relevant “People” procedures that affect employees.
- Ensuring the methodology to calculate MyPlan scoring is documented and accessible by employees.
- Developing a procedure dealing with expectations and requirements of employees utilising accommodation on Power and Water sites.
- Continuing to consult with unions on the separation of NTESMO from Power and Water, and engaging with the Commissioner for Public Employment as necessary, including in relation to bargaining for a new NTESMO enterprise agreement when appropriate.
- Reviewing the enterprise agreement provisions extended to hosted apprentices and trainees to ensure any new and relevant conditions are applied.
- Supporting attendances of HSRs at relevant health and safety meetings subject to appropriate scheduling with their manager.