

PROPOSED

2022 – 2026

TERRITORY GENERATION

ENTERPRISE AGREEMENT

EXPLANATORY NOTES

THIS DOCUMENT REFLECTS THE CHANGES IN:

THE PROPOSED AGREEMENT COMPARED WITH THE CURRENT AGREEMENT; AND

THE PROPOSED AGREEMENT AND VARIATIONS MADE TO NORTHERN TERRITORY PUBLIC

SECTOR ENTERPRISE AWARD 2016 (SINCE THE CURRENT AGREEMENT WAS MADE)

Please note:

- i. Reference to the 'current Agreement' means the *2018 – 2022 Territory Generation Enterprise Agreement* (ID AE503935) and reference to the 'new Agreement' means the proposed 2022-2026 Territory Generation Enterprise Agreement.
- ii. Technical changes that may have been made throughout the new Agreement that are not in the explanatory notes, include;
 - a. adopting gender neutral language and plain English language, where appropriate, without affecting entitlements or conditions;
 - b. cross referencing sub-clause number references in line with the new Agreement;
 - c. changes to number formats (e.g. spelling out of numbers, no comma or space for four digit numbers); and
 - d. general grammar and punctuation updates.
- iii. This document is in order of clause numbers under the new Agreement. Clause numbers may vary from the current Agreement due to the removal of some clauses, and introduction of new clauses.
- iv. Where clauses have been referenced, the clause and sub-clause numbers in the explanatory notes are referring to the new Agreement clauses (unless specified otherwise). Where there has been a change to the numbering of a clause, an explanation of how the provision or entitlement has translated from the current Agreement to the new Agreement is included.

Information on the new Agreement

If you would like further information on the new Agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **08 8999 4282** or Mel Clarke within Territory Generation on **08 7979 2575**.

PART A – APPLICATION AND OPERATION OF AGREEMENT

1. Title

The title has changed to reflect the 2022-2026 Territory Generation Enterprise Agreement.

2. National Employment Standards (NES)

There is no change to this clause.

3. Definitions

The definition of:

“Additional hours” has been moved from the hours of work clause

“Agreement” has been updated to reflect the title of the new Agreement

“child” has been updated to mean a child of the person, including a child by birth, an adopted child or step-child. It does not matter whether the child is an adult

“day” has been moved from the overtime clause

“de facto partner” has been moved from clauses to this definitions section

“employee achievement plan” replaces my plan definition as the individual process under Territory Generation’s performance achievement system.

“excess travelling time” has been moved from the overtime clause

“extended family member” is a new definition to align with new provisions under compassionate leave

“immediate family” has been moved from clauses to this definitions section

“medical certificate” has been moved from the personal leave definitions

“month” has been moved from the recreation leave clause

“MyPlan” has been removed/replaced with employee achievement plan

“ordinary time” has been moved from overtime clause

“overtime” has been moved from overtime and hours of duty clauses incorporating the elements from both

“personal leave year” has been moved from the personal leave clause

“reasonable business grounds” has been moved from the parental leave clause

“registered health practitioner” has been moved from the personal leave clause

“salary” has been moved from overtime clause

“shiftworker” has been amended to mean (for the purpose of NES and this Agreement) an employee who is required to work over a roster cycle that includes any of the 7 days of the week, who is regularly rostered to work Sundays and public holidays.

“spouse” has been moved from clauses to this definitions section

New definition of “stillborn child” has been included which is referenced within the new Agreement

Territory Generation Enterprise Agreement

New definition of TOIL which means Time off in Lieu.

“year” moved from recreation leave clause

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

4. Parties Covered by this Agreement

This clause has been updated to reflect the full business names of the parties covered.

5. Relationship to PSEM Act and Award

This clause has been updated to reflect the removal of the references to the Defence Service Leave (By-law 14), Special Leave Without Pay (By-law 16) and Miscellaneous Leave (By-law 18) PSEM By-laws that are now included in the new Agreement. There is a new sub clause 5.3 which provides that for the life of this Agreement, general employment conditions specified in PSEM By-laws and Determinations will not be unilaterally varied without consultation and agreement with the affected parties prior to the formalisation of an amendment. Minor wording changes in sub clause 5.4 to clarify effect of the *NTPS Enterprise Award 2016*.

6. Objectives of Agreement

A sub clause has been added providing a commitment that for the term of the Agreement there will be no reduction in current or future employment rights and entitlements as provided in By-laws and Determinations, including provision of allowances and leave arrangements.

7. Code of Conduct

This clause has been amended to reference the correct titles of the codes of conduct i.e. Employment Instruction 12 (NTPS Code of Conduct) and the Territory Generation Code of Conduct.

8. Safety, Health, Welfare, Discrimination and Workloads

This clause has been amended to note the establishment of a Workplace Health and Safety Committee which will meet regularly to address health and safety issues; the inclusion of sector wide work health and safety guidelines (including remote employees) where travelling for work is required; access to reasonable unscheduled short rest breaks (other than meal breaks); and to clarify the employer will take all reasonably proactively steps to ensure employees are not subject to inappropriate workplace behaviour.

9. Employment Security

The clause has been enhanced to provide that there will be no involuntary redundancies for the term of the new Agreement (except for an employee who has been declared potentially surplus and registered on the Office of the Commissioner for Public Employment Redeployment Database for longer than two years).

10. Redeployment and Redundancy

There is no change to this clause.

11. Period of Operation

The clause has been updated to reflect the new nominal expiry date of 15 July 2026.

12. No Extra Claims

There is no change to this clause.

PART B – CONSULTATION AND DISPUTE RESOLUTION

13. Dispute Settlement Procedures

There are a number of changes and improvements as follows:

- This clause has been amended to allow all disputes regarding refusals for requests for flexible work or to extend parental leave to be referred to arbitration by a party following unsuccessful attempts at internal resolution and conciliation.
- There is a technical change to sub-clause 13.5(a) of the new Agreement. In the new clause, the sub-clause contains an additional sentence to outline how representatives will be dealt with in good faith.
- A new sub-clause has also been added to the 'General' section of the clause (clause 13.5(g) in the new Agreement), providing a pathway for any disputes which commenced under the current Agreement to be dealt with under the provisions of the new Agreement.
- Internal Resolution (clause 13.6 in the new Agreement) – the sub-clauses which deal with internal resolution have been changed to simplify the clause. The new clause provides for the same steps to be taken however, the timeframes in the current clause have been removed and replaced by 'reasonably practicable'.
- Arbitration (clause 13.8 in the new Agreement) – A new sub-clause has been added. It clarifies which matters are exempt from the arbitration provisions (disputes about by-laws and grievances).

14. Use of Surveillance Technology

This is a new clause which acknowledges that Territory Generation utilises surveillance technology and that should this technology be utilised within a disciplinary process that the provisions of Employment Instruction 3, natural justice, will apply.

15. Generation Consultative Committee

This is clause 14 in the current Agreement. There is no change to this clause.

16. Resourcing

This is a new clause which recognises that Territory Generation recognises that employees should be able to maintain a healthy work life balance, and that resourcing appropriate staffing levels and workloads can improve management of workplace conditions; and provides authority to the Generation Consultative Committee to make recommendations to the CEO on resourcing matters contained within

this clause. A resourcing strategy for regional centres will be developed in accordance the Relief for Regional Centres provisions.

17. Emerging Technology

This is a new clause which recognises the development of new generation and renewable energy technologies and the impact these may have to the operation of Territory Generation.

The clause includes provisions for consultation in alignment with the Management of Change clause and provides a commitment that notification will include details of proposed timelines and identify which areas will be impacted. Further the clause provides that where Territory Generation implement and manage new technologies with in-house resources, that appropriate recruitment, training and development opportunities will be provided to develop an in-house capacity to operate and maintain the new technologies. The clause also outlines that Territory Generation will undertake job evaluation or classification review processes to ensure that positions are classified correctly.

18. Introduction and Management of Change

This is clause 15 in the current Agreement. There is no change to this clause.

19. Individual Flexible Arrangements

This is clause 16 in the current Agreement. There is no change to this clause.

20. Variation to Working Arrangements for Groups of Employees

This is clause 17 in the current Agreement. There is no change to this clause.

21. Flexible Work – General Principles and Requirements

This new clause replaces the all the elements of clause 18 in the current Agreement. This clause has been changed to provide a more comprehensive explanation of the flexible work options available to employees. Greater clarity of permissible reasons for not approving an employee's request are included in this Agreement as the reasonable business grounds are in the definitions section.

The clause also references that, subject to approval, employees may work from home or another location to facilitate flexible work and that only the CEO can refuse work from home requests and only on reasonable business grounds.

22. Flexible Lifestyle (Purchased) Leave

This has been moved from Schedule 6 in the current Agreement with amendments to the title from "Purchased leave" to "Flexible Lifestyle (Purchased) Leave". Improvements include:

- An employee can now purchase 8 weeks leave, an increase from the current 6 weeks;
- Under the current Agreement employees are required to exhaust all available recreation leave entitlements prior to accessing the additional leave purchased. Under the new provisions, employees can have an additional balance providing they do not have excess leave and the purchased leave does not put them in excess leave;
- Flexible lifestyle leave can be taken in periods of two or more days. Under the current Agreement, purchased leave must be taken in minimum periods of one week.

PART C – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

23. Recognition of Prior Employment

This is clause 19 in the current Agreement. There is no change to this clause.

24. Types of Employment

This is a new clause referencing that employees can be employed under the PSEM Act on an ongoing, fixed period or casual basis and that this can be on a full-time, part-time or casual basis

25. Full-Time Employment

This is a new clause which defines full-time employment and includes the introduction of the 36.75 hour week from 9 April 2026.

26. Part-Time Employment

This is clause 20 in the current Agreement. The part-time provisions from clause 20 have been retained and includes the new definition of part-time employment with the introduction of the 36.75 hour week from 9 April 2026 and what constitutes overtime. The clause also clarifies part time employee entitlements are based on the agreed hours of work

27. Casual Employment

This is clause 21 in the current Agreement. Changes have been made defining casual employment in the new Agreement, inclusion of a minimum engagement period and incorporates for an increase of casual loading from 20% to 25%. Inclusion of new provisions defining casual employment and the employment relationship and provides for an eligible casual employee's right to request and employer's obligation to offer conversion from casual employment to full-time or part-time employment. This clause also provides that where the minimum daily engagement is less than three hours, that superannuation guarantee will be paid to the full three hours provided they do not attract overtime.

28. Apprentices

This is clause 22 in the current Agreement. This clause has been updated to confirm that T-Gen will maintain a maximum of 8 apprentices at any one time (while allowing a targeted intake of up to three (3) hosted apprentices per year). The clause also provides for an entitlement for hosted apprentices to access the Employee Assistance Program, an entitlement to three weeks personal leave on employment and recognition of prior service with an NTPS apprentice employer for the purposes of long service leave and parental leave. The provisions are improved to also provide 12 months employment (increase from 6 months) on successful completion of an apprenticeship.

Further there are changes to clarify the current application of the clause with regard to second qualifications and salary maintenance provisions and that the employer commits to an open and transparent study of the apprentice program within the first 12 months of the agreement.

29. Graduates

This is clause 23 in the current Agreement. There is no change to this clause.

30. Use of Contractors for Core Work

This is clause 24 in the current Agreement. Changes have been made to remove the previous core work definitions and expand the clause to cover all classification streams.

31. Probation

This is clause 25 in the current Agreement. There is no change to this clause.

32. Termination, Resignation or Abandonment of Employment

This is clause 26 in the current Agreement. There is a minor amendment to this clause that clarifies that the termination provisions for abandonment of employment will be subject to the minimum notice periods in clause 32.2.

33. Medicals

This is clause 27 in the current Agreement. There is no change to this clause.

34. Training and Development

This is clause 28 in the current Agreement. There is a new sub clause acknowledging the NTPS Aboriginal Employment and Career Development Strategy for 2021 – 2025 and Employment Instruction Number 15 (Special Measures) as a key policy initiative and legislation respectively supporting Aboriginal recruitment, training and career progression.

35. Timesheet Recording

This is clause 31 in the current Agreement. Minor update to terminology to clarify that recording time worked is not limited to operations, repair and maintenance.

36. Corporate Safety Initiative

This is clause 30 in the current Agreement. There is no change to this clause.

37. Fitness for Work

This is clause 31 in the current Agreement. There is no change to this clause.

38. Work Organisation

This is clause 34 in the current Agreement. This clause has been updated to clarify that employees must work flexibly within their remuneration, skills, competence and qualification and in a manner that does not pose a risk to health and safety.

39. Remote Localities

This is clause 33 in the current Agreement. A reference to Determination 1017 of 2018 has been updated to reference Determination 1014 of 2022 (for Satellite TV or Internet Service Reimbursement).

40. Laundry Facilities

This is clause 34 in the current Agreement. There is no change to this clause.

41. Union Related Matters

This is clause 35 in the current Agreement. The revised clause has removed the current requirement for an employee to have completed 12 months continuous service prior to accessing paid union delegate training leave.

PART D – RATES OF PAY AND RELATED MATTERS

42. Rates of Pay

This is clause 36 in the current Agreement. There is no change to this clause.

43. Adjustments in Salaries and Allowances

This is clause 37 in the current Agreement. There are significant changes to this clause with the breakdown of the new salary and allowances increases for each relevant year and classification including the roll in of the Administration and Corporate Service Bonus and Industry Specific Skills Allowance (ISSA). There is no change to the current allowances provisions except for commitment that allowances will not reduce if the CPI is negative and the references to ISSA have been removed and covered under clause 51. The clause also include new allowances i.e. High Voltage Allowance, and Retention and Attraction Allowance for Alice Springs.

44. Payment of Salaries and Allowances

This is clause 38 in the current Agreement. There is no change to this clause.

45. Annualised Salaries

This is clause 39 in the current Agreement. Changes have been made noting the parties agree that a review of any annualised salary calculations established under the Agreement will be conducted during the first 12 months of the Agreement, using an external and independent resource. The terms of reference, and the review, will be developed and conducted in consultation with both Territory Generation and employee representatives.

46. Technical Coordinator Salary Arrangements

This is clause 40 in the current Agreement. Changes have been made that allows Technical Coordinators (TCs) access to flexible work arrangements without requirement to complete the 265 hour additional hours component and clarification on the application of overtime and TOIL for excess travel time.

47. Operator/Maintainer Classification

This is clause 41 in the current Agreement. There are changes to include a review of the Operator Maintainer work requirements and job models across all regions to commence within 6 months of the commencement of the Agreement. Where it is identified that Operator Maintainers are performing responsibilities outside of the requirements and expectations of the classification, the Commissioner may issue a Determination to provide a responsibility allowance.

48. Mechanical Trade Pathways

This is a new clause. This clause commits to a review of the mechanical trade pathways to commence within 6 months of the commencement of the Agreement. The employer will consider the outcomes of the review and may approve new conditions of employment through the issuing of a Determination.

49. Pay Progression

This is clause 42 in the current Agreement. The amendments clarify that pay progressions for the 2022-2023 and 2023-2024 cycle will be in accordance with the current agreement and introduces the name change from 'Our Performance Plan' to 'employee achievement plan' and amends the effective date to be from 1 July 2024.

Improvements provide the Trade Technical and Operator Maintainer classifications who undertake job models to have the ability to receive two (2) pay progressions per year and Operator classifications up to three (3) pay progressions per year.

50. Performance Achievement

This is clause 43 in the current Agreement. The improvements clarify the introduction of the new 'OurPlan' performance achievement system and clarifies that this system will be effective from 1 July 2024. The clause provides other minor amendments to clarify the interpretation of the clause and amendments to reflect the new naming convention.

This clause has also been improved to provide employees on parental leave, who have completed at least 6 months of service, will be eligible to undertake a performance review to attain a pay point progression. A sub-clause clarifying that the ACS bonus will cease with effect from the 2023-2024 OurPlan cycle has been included as the bonus will be rolled into salary in 2024. With the roll in of ISSA and ACS, the bonus table has been updated to clarify which classifications receive what top of band bonus.

51. Superannuation

This is a new clause guaranteeing that employees will receive superannuation contributions in line with Commonwealth legislation, and providing information about the Commonwealth Superannuation Scheme (CSS), Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) and Northern Territory Supplementary Superannuation Scheme (NTSSS) superannuation schemes.

52. Salary Sacrifice for Employer Superannuation

This is clause 44 in the current Agreement. There is no change to this clause.

53. Salary Sacrifice Packaging

This is clause 45 in the current Agreement. There is no change to this clause.

54. Technical Coordinators and Technical Specialists

This is a new clause that incorporates the current Determination 1061 of 2019 into the Agreement. This clause provides that an employee employed at the maximum salary point of either a Technical Coordinator or Technical Specialist classification immediately prior to promotion (for a period of at least

12 months) may be promoted above the base salary point of the Senior Technical Coordinator (STC) or the Senior Technical Specialist classification.

PART E – ALLOWANCES AND SPECIAL RATES

55. Industry Specific Skills Allowance

This is clause 46 in the current Agreement. The provision has been improved to contain increases of \$1000 per annum to the ISSA rates each year until the allowance is rolled into salary in July 2024.

56. Dual Trade Market Allowance

This is clause 47 in the current Agreement. The clause now incorporates Determination 1033 of 2020, detailing allowance rates for various classifications, subject to meeting the relevant criteria.

57. Availability Allowance

This is clause 48 in the current Agreement. The clause has been updated to clarify that an employee who is required to be available for call out on a partial public holiday will be credited or paid the relevant number of hours recreation leave or hours of pay. The clause also been updated to clarify that employees on Extra Duties Allowance (EDA) are entitled to the leave credit or payment provisions for being rostered for call out on a public holiday.

58. Consolidated Disability Allowance

This is clause 49 in the current Agreement. There is no change to this clause.

59. Extra Duty Allowance

This is clause 50 in the current Agreement. This provision has been improved to provide for payment of EDA on periods of all forms of paid leave under the new Agreement.

60. Higher Duties Allowance

This is clause 51 in the current Agreement. There is no change to this clause.

61. Professional Development Allowance

This is clause 52 in the current Agreement. Minor updates for clarity and removal of the allowance rates to include them in Schedule 2. Professional Development Allowance continues to increase in line with CPI (refer clause 40.3 in the new Agreement).

62. Pre-eminent Professional Allowance

This is clause 53 in the current Agreement. There is no change to this clause.

63. Relocation Allowance

This is clause 54 in the current Agreement. There is no change to this clause.

64. Relocation Expenses – Employment or Transfer

This is clause 55 in the current Agreement. There is no change to this clause.

65. Team Leader Allowance

This is clause 56 in the current Agreement. There are minor improvements to this clause which provides that the allowance paid during public holidays, and clarifies it can be paid as a daily allowance (subject to meeting a 2 week minimum period).

66. Travelling Allowance

This is clause 57 in the current Agreement. There is no change to this clause.

67. Tool Allowance

This is clause 58 in the current Agreement. There is no change to this clause.

68. Allowance for Damaged Clothes and Tools

This is clause 59 in the current Agreement. There is no change to this clause.

69. Motor Vehicle Allowance

This is clause 60 in the current Agreement. There is no change to this clause.

70. First Aid Allowance

This is clause 61 in the current Agreement. Minor wording to update course title and unit code.

71. Northern Territory Allowance

This is clause 62 in the current Agreement. There is a minor change to reference the date (23 June 2019) prior to the commencement of the current Agreement (for the purpose of being eligible for the Northern Territory Allowance) and the inclusion of the words 'ordinary agreed hours' to clarify the application of the clause when being paid on a pro-rata basis (for part time employees).

72. Skills Allowance for Occupational Health and Safety Advisor

This is a new clause. This clause incorporates Determination 1059 of 2019 into the new Agreement and provides the payment of a skills allowance for employees filling OH&S Advisor positions to be entitled to a skills allowance, subject to conditions outlined in the clause

73. High Voltage Allowance

This is a new clause. This clause provides the payment of a High Voltage (HV) Allowance to Senior Operator, Operator or Operator/Maintainer who are approved by their manager, deemed suitably competent, qualified, and authorised to perform HV work.

74. Retention and Attraction Allowance – Alice Springs

This is a new clause. Territory Generation employees who are base in Alice Springs will be eligible for a \$1 000 retention and attraction allowance for each 12 months of continuous service. The allowance is based on a pro-rata amount proportionate to their continuous service in that 12-month period (prior to the payment) and will receive payments of up to \$1 000 on each anniversary of the approval of the agreement.

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

75. Hours of Work (Non-shiftworkers)

This is clause 63 in the current Agreement. Definitions relating to “additional hours” and “overtime” have been moved to clause 3 (Definitions). The clause introduces a 36.75 hour week on 9 April 2026 and that the parties will consult on the implementation in accordance with the Management of Change clause.

76. Rostered Days Off

This is clause 64 in the current Agreement. The changes within this clause relate to the inclusion of non-shift working Operator Maintainer being entitled to RDOs and the introduction of a 36.75 hour week on 9 April 2026 (equating to 8.16 hours per day to be entitled to an RDO each fortnight).

77. Flexible Working Hours (Flexitime)

This is clause 65 in the current Agreement. With the reinstatement of the accrual of the additional 6th week of recreation leave per annum, the clause has been updated to remove both the current forfeiture of flexitime provisions, and the ability for employees to accrue 5 days flexitime for recreation leave purposes. The clause also introduces a 36.75 hour week on 9 April 2026.

78. Work at Public Forums

This is clause 66 in the current Agreement. There is no change to this clause.

79. Overtime

This is clause 67 in the current Agreement. Definitions of “day”, “excess travelling time”, “ordinary time”, “overtime” and “salary” have been moved to clause 3 (Definitions). The overtime barriers have been varied to compensate for the roll in of ISSA in 2024.

Further improvements to excess travelling time to provide employees who receive a salary in excess of the first pay point of Band 2 and up to the top pay point of the Band 3 eligibility to accrue TOIL that is to be taken within three months or as agreed with the Chief Executive Officer. This does not include employees who receive an allowance in lieu of overtime or extra duty allowance. The clause includes a current undertaking that part time employees may elect ‘in writing’ to undertake additional hours. The clause also varies the span of hours from when over time applies from 9 April 2026.

80. Call Out Arrangements

This is clause 68 in the current Agreement. In order to limit the risk of fatigue-related impairment the clause has been updated to provide for a mandatory one week break from being “on call” following two

weeks “on call”. Further improvements provide for mandatory breaks of 3 weeks after being on a continuous on call pattern for 8 weeks. Variations to these patterns may only occur in exceptional circumstances and will require agreement from the employee.

Additional improvements have been made providing for manager discretion to apply a stand-down period without loss of pay when call out work is performed for less than three hours between 10 pm and one and a half hours before normal start time (e.g. 6 am).

81. Relief for Regional Centres

This is clause 69 in the current Agreement. Clause has been updated to include a commitment to the development and implementation of an appropriate resourcing strategy for regional centres to be completed within 12 months of commencement of the new Agreement.

82. Meal Breaks and Overtime Meal Allowances

This is clause 70 in the current Agreement. There is no change to this clause.

83. Shiftwork

This is clause 71 in the current Agreement. The changes to this clause relate to the introduction of a 36.75 week on 9 April 2024 and clarifies that shiftworkers (Operators) have time for meals within their rosters. Further, this clause has been updated to clarify that an employee who is required to be available for call out on a partial public holiday, will be credited or paid the relevant number of hours recreation leave or hours of pay.

PART G – TYPE OF LEAVE AND PUBLIC HOLIDAYS

84. Public Holidays

This is clause 72 in the current Agreement. There is no change to this clause.

85. Compassionate Leave

This is clause 73 in the current Agreement. Clause definitions moved to clause 3 (Definitions).

The clause provides for improved entitlements of:

- five days paid leave per occasion for death or life threatening illness or injury of an immediate family or household member;
- five days paid leave for a stillborn child as immediate family or household member;
- three days paid leave on the occasion of the death of an extended family member (e.g. aunt, uncle, niece, nephew, cousin); and
- three days paid leave in the case of miscarriage.

86. Long Service Leave

This is clause 74 in the current Agreement. Clause updated to provide for recognition of prior service of Australian Defence Force service for the purposes of long service leave.

87. Parental Leave

This is clause 75 in the current Agreement. Clause changed to reflect enhancements to parental leave as follows:

- New entitlement to eight hours paid leave for pregnant employee, or an employee whose partner is pregnant, to attend pre-natal appointments. Unpaid leave available for casuals;
- Paid pre-adoption or permanent care order leave (currently unpaid) to attend interviews or examinations required in order to obtain approval for the employee's adoption or permanent/long term care of a child. No change for casuals who may access unpaid leave for this purpose;
- Incorporates into the Agreement the parental leave entitlements for foster carer or kinship carer's leave and permanent/long term care order entitlements from the CPE's Determination 7 of 2020.
- The right to return to work on reduced hours (e.g. part-time) for up to 6 months (currently this is a right to request only). A longer period is possible subject to CEO's agreement.
- Existing entitlement improved to provide for all paid parental leave to be taken at half pay.
- Clauses may be amended, as required, to address any potential inconsistencies with NES/FW Act due to amendments to that Act during the term of the current Agreement.
- A pregnant employee will not be required to provide a medical certificate (fit to work) where the employee intends to work within the 6 week period immediately prior to the expected date of birth. However, if Primary Caregiver Parental Leave has not already started, it must commence on the date of birth (day of placement) of the child.
- Partner Leave - there is no longer a distinction between the '8 weeks' of Partner Leave (which currently must be taken in the first 12 months) and the longer Partner Leave of 12 months or 3 years (entitlement depends on the employee's years of continuous service). Employees taking Partner Leave have the ability to utilise some of their 12 month or 3 year entitlement in a flexible manner to enable being on parental leave at the same time as their spouse.
- Improvements to payment of employer superannuation guarantee contributions during the first 12 months of parental leave:
 - New entitlement - Superannuation will be payable during paid and unpaid Partner Leave as if the employee had been at work provided the employee has at least 12 month service and their spouse is also an NTPS employee.
 - Improved entitlement - Superannuation paid at double the legislated rate during a period of paid Primary Caregiver Parental Leave or Special Maternity leave (stillbirth). Normal superannuation will be payable on any unpaid parental leave taken in the first 12 months as if the employee had been at work.
- The definition of 'continuous service', which determines an employee's paid parental leave entitlements, has been expanded to enable prior service with other NT Government agencies (e.g. Aboriginal Areas Protection Authority, NT Police) to be recognised.
- Other technical changes:
 - Simplified where possible (e.g. new headings, overall format and greater use of tables)
 - Notice and evidence requirements into one section
 - New definitions for 'miscarriage' and 'stillbirth'
 - Includes signpost clauses to compassionate leave which is available in the case of a miscarriage or stillbirth.

88. Foster and Kinship Carers Leave

This is a new clause which provides for carer placement leave of up to 10 days paid and 10 days unpaid leave on commencing the placement of a child/children with the employee currently provided for in CPE Determination 7 of 2020.

This clause also provides for carer assessment and training leave of up to 5 days paid leave for an authorised foster carer or kinship carer or undertaking assessment and training to become an authorised foster carer or kinship carer.

89. Recreation Leave

This is clause 76 in the current Agreement. The definition of 'month' and 'year' have been moved to the definitions section under clause 3. Clause updated to reference definition of a shiftworker for the purpose of the additional week of recreation leave. In addition, the recreation leave at half pay provisions contained in Schedule 6 of the current Agreement have been moved into this clause.

Re-instatement of the 6th week of annual recreation leave for employees nominally stationed in the Northern Territory effective from the commencement of the Agreement. Accrual of a 6th week of leave will also apply from 16 July 2022 for employees who are entitled to 5 weeks recreation leave under the current agreement (based on service/conditions in the clause).

The clause removes the provisions for employees who are currently on 5 weeks recreation leave to accrue or purchase an additional week of leave. Further, the excess leave provisions have been updated to reflect 10 weeks (or 15 weeks in the case of compulsory transferees) excess leave limits, however it also provides that an employee can seek approval from the CEO to delay utilisation of excess leave.

90. Recreation Leave Loading

This is clause 77 in the current Agreement. There is a minor change to the reporting period reference regarding the Australian Statistician's Northern Territory male average weekly total earnings to change from June quarter to May reference period. This change is because Australian Bureau of Statistics no longer provides a June report.

91. Recreation Leave Airfares

This is clause 78 in the current Agreement. There is no change to this clause.

92. Christmas Closedown

This is clause 79 in the current Agreement. There are minor changes, incorporating the term Christmas and New Year 'period' to clarify that the closedown can occur either side of Christmas and New Years Eve subject to consultation with employees.

93. Personal Leave

This is clause 80 in the current Agreement. Minor drafting updates for clarification. War service and Infectious Disease provisions have been moved to their own standalone clauses.

Clause definitions moved to clause 3 (Definitions).

94. Leave Accrual on 12 Hour Shifts

This is a new clause. This clause incorporates Determination 1060 of 2019 which provides that designations rostered on 12-hour shift accrue recreation and personal leave at the rate of 8 hours per day.

95. Infectious Diseases Leave

This is a new clause which moved the elements from the personal leave clause. The improved provisions provide for evidence that would satisfy a reasonable person for working from another location to be considered prior to utilising recreation leave where required to self-isolate. There is a new sub clause that acknowledges if an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*.

96. War Service Leave

This is a new clause which moved the elements from the personal leave clause and Determination 6 of 2011. There are changes to provide paid leave where an employee suffers from an illness or condition recognised to be warlike service, including peace-keeping or hazardous operational service. There are improvements that enable eligible employees to access their accrued war service leave (i.e. leave granted and accrued in relation to their original disability) for a further conditions recognised as caused by war sometime after the recognition of the original disability.

97. Leave to Attend Arbitration Business

This is clause 81 in the current Agreement. The title has been updated. This clause has been amended to align with and include the provisions currently provided in By-Law 17 into the new Agreement.

98. Release to Attend as a Witness

This is clause 82 in the current Agreement. This clause has been amended to align and incorporate the provisions currently provided in By-Law 21 into the new Agreement.

99. Release for Jury Service

This is clause 83 in the current Agreement. There is no change to this clause.

100. Study Assistance and Leave

This is clause 84 in the current Agreement. There is no change to this clause.

101. Domestic, Family and Sexual Violence Leave

This is clause 85 in the current Agreement. The title has been amended and there are improvements to allow employees who experience sexual violence to access the leave and consistency with wider NTPS provisions.

102. Cultural Leave

This is clause 86 in the current Agreement. The title has been amended and consistent with improved NTPS common conditions, "Cultural leave" is the umbrella term for the two types of leave: cultural and ceremonial leave, and NAIDOC week leave. Nil change to cultural and ceremonial leave. A new provision providing for up to three hours paid leave to attend NAIDOC week activities where TOIL or flextime not available.

103. Kinship Obligation Leave

This is a new clause in the new Agreement which provides a definition of Australian First Nation's 'kinship' and provides up to five days paid leave per annum for 'Sorry Business' or related purposes.

104. Defence Service Leave

This is a new clause incorporating the entitlements and obligations which relate to defence service previously provided for in By-Law 14.

105. Gender Transition Leave

This is a new clause providing both paid and unpaid leave for eligible employees who have commenced transitioning their gender.

106. Blood Donor Leave

This is a new clause which brings existing miscellaneous leave provisions into the new Agreement to allow paid leave to donate blood.

107. Leave to Engage in voluntary emergency management activities

This is a new clause which brings existing and improved/specific miscellaneous leave provisions into the new Agreement for employees who are a member of a volunteer emergency services unit or fire brigade or who engages in community service necessarily rendered following a natural disaster. There are improvements to provide that leave granted with pay may include reasonable rest time immediately following the activity.

108. Health Screening Leave

This is a new clause which brings existing and improved/specific miscellaneous leave provisions into the new Agreement, i.e. to allow 1 hour of paid leave per year for the purpose of undertaking a health screening test.

109. Special Leave Without Pay

This is a new clause which brings existing and specific miscellaneous leave provisions under By-law 16 into the new Agreement. Minor wording changes to change reference of 'leave without pay' to 'special leave without pay'.

Schedule 1 – Salary Structures

Updated to provide for the current salary rates. Minor amendment to fix a typographical error in the salaries table for Science and Engineering Professionals to change Under Grad increment from '4*' to '5*'.

Schedule 2 – Allowances

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

Schedule 3 – Classification Stream Descriptors and Stream Specific Progression Principles

Updates to this schedule include general updates to titles, changes to align pay progression competencies to be consistent with clause 44 Pay Progression and clause 45 Performance Achievement in the new Agreement. Reference to pay progressions being implemented no later than 3 months of the assessment replaced with 'effective from the date a completed application was submitted, provided it meets the necessary requirements and is approved for progression'. Includes reference to Employment Instruction 1, and the ability to appoint Operators above pay point 1 where they are deemed to have the skills and experience and provides that they will have 6 months to complete the relevant job model to reflect this pay point. Updates also provide Job evaluation will be undertaken where a position has had significant change in duties.

Schedule 4 - Northern Territory Public Sector Redeployment and Redundancy Entitlements

There is no change to this schedule.

Schedule 5 – Safety Bonus Table

Minor updates to inclusion of participation in a health and wellbeing initiative for one of the criteria for the Individual Safety Initiative Bonus.

Differences in the Proposed Agreement and variations made to Northern Territory Public Sector Enterprise award 2016 [MA000151] since the current agreement was made

The current Agreement was made on 20 February 2019. Since this date there have been variations to the Northern Territory Public Sector Enterprise award 2016 [MA000151] (the Award). The variations can be found at [Northern Territory Public Sector Enterprise Award 2016 \[MA000151\] | Fair Work Commission \(fwc.gov.au\)](https://www.fwc.gov.au/northern-territory-public-sector-enterprise-award-2016)

Minimum Wage and Expense Related Allowances

The variations have included a series of increases to 'expense related allowances' and 'minimum wage adjustments' as part of the Fair Work Commission's annual wage reviews. The proposed agreement provides salary and allowance increases (outlined in Schedules 1 and 2), that are in excess of those provided under the Award (or they are equal to e.g. Northern Territory Allowance / Allowance for Damaged clothes and tools). The Agreement also consolidates the rates of number of allowances under the Award (i.e. those covered by Consolidated Disability Allowance).

Casual Terms

The Award was also varied as a result of the Fair Work Commission's 'Casual terms award review 2021 (AM2021/54)'. The Award was updated to note the definition of casual employee, and that offers and requests for casual conversion to full time or part time employment are provided for in the NES.

The proposed agreement includes casual employment as a type of employment (cl24) and a definition of casual employee (cl 27.1), and that an employees right to request an employers obligations to offer conversion from casual employment to fulltime or part time employment are provided for in the NES (cl 27.5).