



# ORDER

*Fair Work Act 2009*

s.217 - application to vary an agreement to remove an ambiguity or uncertainty

**Northern Territory Government**  
(AG2023/2343)

**2021 – 2026 POWER AND WATER ENTERPRISE AGREEMENT**  
(ODN AG2023/1845) [AE521233]

State and Territory government administration

DEPUTY PRESIDENT SLEVIN

SYDNEY, 23 AUGUST 2023

*Application for variation of the 2021 – 2026 Power and Water Enterprise Agreement*

[1] Pursuant to the decision issued on 23 August 2023, I order that the *2021 – 2026 Power and Water Enterprise Agreement* (the Agreement) be varied as follows:

1. In clause 85.2 of the Agreement, the date “16 July 2021” in clause 85.2 (b)(i) is replaced by “16 July 2022”.
2. This variation will operate from 11 July 2023.



DEPUTY PRESIDENT

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# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Northern Territory Government**  
(AG2023/1845)

## 2021 – 2026 POWER AND WATER ENTERPRISE AGREEMENT

State and Territory government administration

DEPUTY PRESIDENT SLEVIN

SYDNEY, 4 JULY 2023

*Application for approval of the 2021 – 2026 Power and Water Enterprise Agreement*

[1] An application has been made for approval of an enterprise agreement known as the *2021 – 2026 Power and Water Enterprise Agreement (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Northern Territory Government. The Agreement is a single enterprise agreement.

[2] There were three concerns raised during the approval process: two raised by the parties to the Agreement one by the Commission. All three were drafting issues. The first issue concerned an incorrect date in clause 85.2(b)(1) dealing with the calculation of recreation leave. The date 16 July 2021 appears instead of 16 July 2022 as the point of reference for calculating service for the purpose of the additional leave. The impact of the error is to provide a greater benefit to employees in very limited circumstances. I was asked to deal with this as a minor technical error in accordance with s 188(2) of the Act. I am not satisfied that s 188(2) applies in these circumstances and the agreement will be approved with the date 16 July 2021 appearing in clause 85.2(b)(1).

[3] The second issue concerns the calculation of superannuation. The issue was whether the clause 55.7 operated to exclude extra duties allowances being included in ordinary time earnings. The parties were concerned that on one reading of the clause it did not. The drafting issue arose after the Agreement was made with employees. When the Agreement was made all parties believed that the allowance would count towards superannuation. I was concerned that this issue meant that the Agreement would not meet the requirements in s186(2)(a). An undertaking to make clear that superannuation contributions would be made in relation to the allowance.

[4] The applicant provided a written undertaking a copy of which is attached in Annexure A. The undertaking was provided to other bargaining representatives and no objection was raised. I am satisfied that the undertaking meets the requirements of s190(3). Pursuant to s.201(3), the undertaking is taken to be a term of the Agreement.

[5] The third issue relates to a note concerning the entitlement to leave for primary caregivers. It concerns an ‘example’ at clause 83.8 which contain a typographical error. The applicant confirmed that it did not regard the note as anything more than a guide to the operation of the entitlement and that the entitlement would be applied as stated in the text of the clause not the example. I am satisfied that this constitutes a minor procedural or technical error for the purposes of s.188(2)(a). Further having regard to the view expressed by the applicant I am satisfied that the employees covered by the agreement are not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed.

[6] Subject to the undertakings contained in Attachment A, I am satisfied that each of the requirements of ss.186, 187 and 190 as are relevant to this application for approval have been met.

[7] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, The Association of Professional Engineers, Scientists and Managers of Australia, the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union and the Community and Public Sector Union being bargaining representative for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisation.

[8] The Agreement was approved on 4 July 2023 and, in accordance with s.54, will operate from 11 July 2023. The nominal expiry date of the Agreement is specified in clause 11 and is 15 July 2026.



DEPUTY PRESIDENT

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## Annexure A

Dear Deputy President Slevin

FWC Matter No: AG2023/1845

2021 – 2026 Power and Water Enterprise Agreement

Written undertaking under section 190 of the *Fair Work Act 2009*

I Vicki Telfer, the Commissioner for Public Employment give the following undertaking with respect to clause 55.7 of the 2021 – 2026 Power and Water Enterprise Agreement, that:

1. Superannuation payments on Extra Duty Allowance

Notwithstanding the provisions of clause 55.7, Extra Duty Allowance (EDA), the employer undertakes to pay superannuation on EDA as if it was 'ordinary time earnings' under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

2. I have authority to provide this undertaking in relation to the application before the Fair Work Commission.



Vicki Telfer PSM  
Commissioner for Public Employment

Date: 30/6/23

**2021 - 2026**

**Power and Water Enterprise Agreement**



# 2021 - 2026 Power and Water Enterprise Agreement

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## PART 1 – APPLICATION AND OPERATION OF AGREEMENT

### 1. Title

This Agreement will be known as the 2021 – 2026 Power and Water Enterprise Agreement.

### 2. National Employment Standards (NES)

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

### 3. Definitions

For the purpose of this Agreement:

- (a) **additional hours** means work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours;
- (b) **Agreement** means the 2021 – 2026 Power and Water Enterprise Agreement;
- (c) **AQF** means Australian Qualification Framework;
- (d) **Band 2.3** means the salary that an employee receives at the third pay point of Band 2 in the Administrative and Corporate Service salary structure;
- (e) **child** means a child of the person, including a child by birth, an adopted child or step-child. It does not matter whether the child is an adult;
- (f) **CEO** means the Chief Executive Officer of Power and Water Corporation or their delegated officer where applicable;
- (g) **consultation** means the timely exchange of relevant information and ideas in such a manner that the Parties have the actual and genuine opportunity to influence the outcome;
- (h) **continuous service** in relation to a period of service by an employee, means a period of service with the employer, during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory;
- (i) **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;
- (j) **Commissioner** means the Commissioner for Public Employment in the Northern Territory;
- (k) **day** means from midnight to midnight;

- (l) **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.
- (m) **employee** means a person employed within PWC under the PSEM Act;
- (n) **employer** means the Commissioner;
- (o) **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;
- (p) **extended family** means:
  - (i) a spouse of the employee's child (e.g. daughter-in-law);
  - (ii) a spouse of the employee's sibling (e.g. sister-in-law); or
  - (iii) an aunt, uncle, niece, nephew or first cousin of the employee.
- (q) **Fair Work Commission** or FWC means the body established under the *Fair Work Act 2009* (Cth) to administer that Act;
- (r) **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;
- (s) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time;
- (t) **immediate family** means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (u) **JCC** means the Joint Consultative Committee;
- (v) **month** means a calendar month;
- (w) **mutual agreement** means an agreement which has been arrived at between directly affected employees and PWC, without duress being applied to either party;
- (x) **MyPlan** means an individual achievement process under PWC's performance achievement system;
- (y) **National Employment Standards** or NES means the minimum employment standards applying under Chapter 2 of Part2-2 of the *Fair Work Act 2009* (Cth);
- (z) **NTPS** means the Northern Territory Public Sector;

- (aa) **ongoing employee** is defined in the PSEM Act and means being employed until the employee resigns or the employment is terminated under PSEM Act;
- (bb) **ordinary time** means the ordinary hours prescribed in clause 70 Hours of Work (non shiftworkers) and days that an employee is usually required to work;
- (cc) **overtime** means additional hours, other than ordinary time, actually worked that would attract an overtime payment as applicable in clause 74 (Overtime);
- (dd) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;
- (ee) **PPC & E** means Personal Protective Clothing and Equipment;
- (ff) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act 1993* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations as varied from time to time, made under that Act;
- (gg) **PSEM By-law** means a By-law made under section 60 of the PSEM Act, as amended from time to time;
- (hh) **PWC** means the Power and Water Corporation. The reference to PWC can also mean the CEO, or delegated officer, acting on behalf of PWC where a clause requires action or decision making under the Agreement or PSEM Act;
- (ii) **reasonable business grounds** means the following, but is not limited to:
  - (i) excessive costs of accommodating the request;
  - (ii) that there is no capacity to change the work arrangements of other employees to accommodate the employee request;
  - (iii) that it would be impractical to change the working arrangements of other employees; or recruit new employees, to accommodate the request;
  - (iv) that there is likely to be a significant loss of efficiency or productivity; or
  - (v) that there is likely to be a significant negative impact on customer service.
- (jj) **RDO** means rostered day/s off;
- (kk) **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);
- (ll) **salary** means an employee's base salary plus allowance that counts as salary;
- (mm) **shiftworker** for the purposes of the NES and this Agreement, means an employee who is required to work over a roster cycle that includes any of the 7 days of the week, who is regularly rostered to work Sundays and public holidays;
- (nn) **spouse** includes a former spouse;

- (oo) **stillborn** child means a child as defined by s 77A(2) of the FW Act;
- (pp) **Time off in lieu (TOIL)** means additional time accrued and taken on a time for time (single time) basis;
- (qq) **union** means a union party covered by this Agreement in accordance with clause 4; and
- (rr) **year** means a calendar year.

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

This Agreement covers the:

- (a) The Commissioner;
- (b) The Association of Professional Engineers, Scientists and Managers Australia also known as Professionals Australia (PA);
- (c) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union also known as Australian Manufacturing Workers Union (AMWU);
- (d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia also known as Electrical Trades Union (ETU);
- (e) Community and Public Sector Union (CPSU); and
- (f) Employees employed within PWC in a classification set out in Schedule 1.

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

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

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

- (a) By-law 8 (Long Service Leave);  
*Note: the application of By-law 8 is subject to the provisions of clause 82 of this Agreement dealing with Long Service Leave.*
- (b) By-law 26 (Northern Territory Allowance) subject to clause 69;
- (c) By-law 33 (Recreation Leave Airfares);
- (d) By-laws 42 to 44 (Remote Locality Provisions); and  
*Note: the application of PSEM By-laws 42 to 44 are subject to the provisions of clause 36 of this Agreement dealing with Remote Localities.*
- (e) By-laws 45 to 54 (Compulsory Transferees).

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

5.3 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations will not be unilaterally varied

without consultation and agreement with the affected parties prior to the formalisation of an amendment.

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

## **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, network and asset growth, and new business opportunities, are necessary to ensure the efficiency and productivity of PWC, whilst at the same time improving and maintaining ongoing employment opportunities, and specifically employment security;
- (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; and
- (d) the Commissioner commits there will be no reduction in current or future employee rights and entitlements as provided in By-laws and Determinations, including the provision of allowances and leave arrangements, for the term of the agreement.

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

- (a) zero harm to all employees;
- (b) improved quality of service;
- (c) more responsive solutions to client demands;
- (d) more cost effective management and work practices;
- (e) better use of employees' skills;
- (f) improved accountability, governance and administrative arrangements;
- (g) improved access to and use of new technologies; and
- (h) commitment to and achievement of organisational strategic objectives.

## **7. Code of Conduct**

Employees are required to undertake their duties, having regard to Employment Instruction 12 – Code of Conduct and the PWC Code of Conduct. PWC will make a copy of the Codes of Conduct available to each new employee as part of the employee's induction.

## **8. Health and Safety**

- 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;
  - (b) enabling the employer to meet its statutory obligations and strategic corporate objectives; and
  - (c) supporting sector wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required.
- 8.2 PWC is committed to protecting the health, safety and welfare of all of our employees. To give effect to this commitment, PWC has established and will maintain a Work Health and Safety Management System (WHSMS) and will provide for:
- (a) regular meetings;
  - (b) representation of employees and business units; and
  - (c) appropriate communication of safety material to employees (eg bulletins, intranet articles, minutes of meetings etc).
- 8.3 Where there are concerns regarding the effectiveness of the WHSMS, these may be escalated to the JCC.
- 8.4 In acknowledgement of PWC's goal of "Zero Harm" and consistent with its Corporate safety values, both the employer and its employees will take all reasonably practicable measures to prevent injuries in the workplace, and to promote the health, safety and welfare of employees and others, including:
- (a) providing support and assistance for employees who may experience mental health issues through Employee Assistance Programs and other health and wellbeing initiatives;
  - (b) ensuring that all safety equipment purchased by PWC 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) managing of employee's working hours and utilisation of options to ensure that hours do not reach a level that compromises health and safety including a commitment that no employee be expected to work beyond 16 hours without a rest period (or such lesser hours as are considered appropriate having regard to agreed guidelines relating to fatigue management, as varied from time to time).



- 8.5 To address working hours and fatigue issues where required, PWC will consider the following:
- (a) redesign of work processes;
  - (b) review of organisational structures;
  - (c) training and development; and
  - (d) employee resources within immediate and related work areas.
- 8.6 Fitness for work
- (a) PWC will have fitness for work procedures to manage risks associated with fatigue, alcohol and other drugs and physical impairments.
  - (b) Significant changes to the fitness for work procedures will be undertaken in consultation with employees and their representatives through the JCC.
  - (c) The fitness for work procedure dealing with the management of alcohol and other drug impairments will incorporate the following agreed principles:
    - (i) rehabilitative focus including the facilitation of medical and other assistance;
    - (ii) compliance with privacy principles;
    - (iii) provision of education and training in relation to both the procedure itself and the matters that it seeks to address;
    - (iv) referral to mechanisms for recording/reporting and monitoring of incidents and outcomes and the fair, rigorous, consistent and transparent application of procedure/s;
    - (v) alcohol or other drug related impairments will be treated like any other impairment; and
    - (vi) generally, impairment should not affect job security or employment conditions.
  - (d) The fitness for work procedure dealing with the management of fatigue impairments will be reviewed and updated and incorporate any fatigue relevant provisions under this Agreement.
  - (e) A fitness for work procedure dealing with the management of physical impairments will be developed by PWC.
  - (f) The review, update and/or development of the procedures referred to in clauses 8.6(d) and 8.6(e) will commence within six months, and where reasonably practicable, be completed within 18 months of approval of the Agreement and in consultation with unions.

## 8.7 Single Person tasks

A procedure dealing with the management of single person task will be developed by PWC and will commence within six months, and where reasonably practicable, be completed within 18 months of approval of the Agreement and in consultation with unions.

## 8.8 Medicals

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

## 8.9 Appropriate Workplace Behaviour

- (a) The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour, discrimination and bullying.
- (b) The employer will take all reasonably practicable steps to:
  - (i) foster a culture of respect in the workplace; and
  - (ii) ensure employees are treated appropriately and not subject to inappropriate workplace behaviour and bullying.
- (c) The employer is committed to improving the work health and safety of all employees.

## 8.10 Workloads

- (a) The parties are committed to achieving an appropriate work life balance. Whilst recognising that there may be unavoidable peak work periods which result in increased workloads and overtime levels, the parties support the principle that PWC is sufficiently resourced to enable employees to perform their job within their ordinary hours plus any reasonable additional hours. To enable this, the employer will monitor workloads and staffing levels and implement such strategies as are necessary to facilitate reasonable workloads.
- (b) In the event that an employee experiences ongoing and sustained workload issues, corrective action will be agreed between the employee and PWC as follows:
  - (i) the employee will approach their manager at first instance to discuss options for resolving the matter (e.g. additional training, resourcing, time off in lieu); and
  - (ii) if no resolution is agreed within three months, the matter will be escalated to the relevant Executive General Manager for further consideration.

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

#### 8.11 Rest breaks

Employees shall be granted reasonable unscheduled short rest breaks (other than meal breaks) during work hours to refresh and to ensure safe systems of work.

### 9. Employment Security

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

9.2 Clause 9.1 does not apply to an employee, who has been declared potentially surplus to requirements under section 41 of the PSEM Act and registered on the Commissioner's Redeployment Database for longer than two years.

9.3 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 the employee's original work location.

9.4 In recognition of its commitment to employment security, PWC 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.

9.5 Variations to the principal mechanisms referred to in clause 9.4 will be negotiated and agreed between the parties as required.

### 10. Redeployment and Redundancy

10.1 Redeployment and redundancy entitlements applicable to employees are set out in Schedule 4.

#### 10.2 Transfer of employment

(a) The provisions of Schedule 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements do not apply in transfer of business or transfer of employment situations where work of PWC is transferred or outsourced to another employer and the employee is offered employment with the second employer to perform the same or substantially similar work.

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

(i) the second employer recognises the employee's service with PWC; or

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

A. is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms

and conditions of employment with PWC immediately before termination; and

B. recognises the employee's service with PWC,

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 PWC 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 2026.
- 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 2 – CONSULTATION AND DISPUTE RESOLUTION

### 13. Dispute Settlement Procedures

- 13.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 13.2 This clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:
- (a) a matter arising under this Agreement; or
  - (b) the National Employment Standards.
- 13.3 In the event of a dispute about a By-law issued under the PSEM Act, clauses 13.6 (internal resolution) and 13.7 (FWC conciliation) will apply.
- 13.4 An employee who has a grievance about their treatment in employment can, as an alternative, choose to have the decision reviewed in accordance with section 59 of the PSEM Act.
- 13.5 General
- (a) A party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute. Representatives will be recognised and dealt with in good faith.
  - (b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously.
  - (c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about imminent risk to their health and safety, has advised their supervisor of this concern and has not unreasonably failed to comply with a direction by their supervisor to perform other available work that is safe and appropriate for the employee to perform.
  - (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
  - (e) Any decision or direction the FWC makes in relation to the dispute will be in writing.
  - (f) Subject to the right of appeal under clause 13.8(d), any direction or decision of the FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.
  - (g) A dispute formally commenced under the Power and Water 2018 – 2021 Enterprise Agreement, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settling procedures in this Agreement. Any steps already taken in that process will be recognised and accepted by the parties and the FWC as steps taken for the purposes of this clause.

### 13.6 Internal Resolution

- (a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and/or union and relevant managers and/or PWC CEO.
- (b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commissioner for resolution. The referral should be in writing. The Commissioner will work with the parties to the dispute and attempt to resolve the matter as soon as reasonably practicable.

### 13.7 Conciliation

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

### 13.8 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.
- (c) Subject to clause 13.8(d), the determination of the FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.
- (e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in clauses 13.3 and 13.4.

## 14. Use of Surveillance Technology

- 14.1 PWC uses surveillance technology to manage and monitor the corporation's plant and assets.

- 14.2 Should surveillance technology be relied upon in suspecting an employee has committed a breach of discipline, PWC will manage any discipline process in accordance with the NTPS Discipline Handbook.
- 14.3 In accordance with the NTPS Discipline Handbook, any process will ensure that an employee has a right to natural justice as provided for in Employment Instruction 3, including access to all relevant information that may be being relied upon, and the reasonable opportunity to respond to that information.

## **15. Joint Consultative Committee**

- 15.1 The JCC is a forum to regularly consult on the implementation of significant organisational and attitudinal reforms.
- 15.2 The charter for the JCC includes provisions regarding:
- (a) membership composition and appointment process;
  - (b) schedule of meetings and quorum;
  - (c) meeting agendas (including identification of standing agenda items) and minute taking; and
  - (d) establishment and operation of working parties or projects falling within the scope of the JCC (e.g. Fitness for Work Committee; Job Model Committee; Performance Achievement Committee; Corporate Capability and Development Committee; or Hudson Creek System Control Centre Restructure Committee).
- 15.3 The scope and terms of reference of the joint working parties established under clause 15.2(d) will be developed by the members of the JCC to reflect commitments arising under this Agreement.
- 15.4 The parties acknowledge that the JCC makes recommendations to the Executive Leadership Team, but is not a decision making body.
- 15.5 PWC and the JCC will monitor implementation of this Agreement and cooperate in resolving any matters which might arise in giving effect to any part of this Agreement. In doing so, the JCC will not consider the application, interpretation or modification of the terms and conditions of employment governed by this Agreement.

## **16. Management of Change**

- 16.1 PWC is committed to managing the implementation of change effectively and recognises the significant benefits to be gained by PWC and its employees through regular discussion and consultation between the parties.
- 16.2 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) PWC 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) PWC 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) PWC will consult with the JCC in relation to the change process to ensure that, as far as possible, the outcomes match the objectives;
- (e) processes and practices will aim to create a more positive, stable and harmonious industrial relations climate; and
- (f) where large scale change and restructuring is proposed, prior consultation will take place in accordance with the redeployment and redundancy provisions set out in Schedule 4.

16.3 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.

16.4 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 16.5 and 16.6 apply.

16.5 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
  - (iv) 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).
- 16.6 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 16.7 In this clause **relevant employees** means the employees who may be affected by a change referred to in clause 16.2 or 16.4.
- 16.8 A relevant employee may appoint a representative for the purposes of the procedures in this clause if:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the CEO of the identity of the representative;
 

the CEO must recognise the representative.
- 16.9 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

## **17. Individual Flexibility Arrangements**

- 17.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement:
  - (a) deals with one or more of the following matters of this Agreement:
    - (i) arrangements about when work is performed;
    - (ii) meal breaks;
    - (iii) restriction duty;
    - (iv) overtime rates;
    - (v) recreation leave loading;
    - (vi) penalties; or
    - (vii) allowances.
  - (b) meets the genuine needs of the employer and the employee; and
  - (c) is genuinely agreed to by the CEO and the employee.

- 17.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about matters that would be permitted matters if the arrangement were an enterprise agreement;
  - (b) do not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
  - (c) results in the employee being better off overall than the employee would have been if no flexibility arrangement were agreed to.
- 17.3 The CEO must ensure that the individual flexibility arrangement:
- (a) is in writing;
  - (b) is signed by the CEO and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - (c) includes details of:
    - (i) the terms of the agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms; 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
  - (d) the period of operation of the arrangement.
- 17.4 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a determination or other appropriate instrument and the CEO must give the employee a copy of the determination or other appropriate instrument within 14 days of the Commissioner's approval.
- 17.5 The CEO or employee may terminate the individual flexibility arrangement:
- (a) by giving written notice of not more than 28 days to the other party to the arrangement; or
  - (b) if the CEO and the employee agree in writing, at any time.
- 17.6 An employee may choose to be represented by their nominated representative in relation to the development and implementation of an individual flexible arrangement.

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

- 18.1 A group of employees and PWC may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:
- (a) hours of work, including rostered days off, restricted duties, flextime or longer and/or more frequent unpaid breaks during the day;
  - (b) commuted salaries or allowances;
  - (c) meal breaks; or
  - (d) leave.

- 18.2 Agreement to vary work arrangements will:
- (a) result in more efficient operations;
  - (b) be genuinely agreed to by the majority of employees involved;
  - (c) result in the employees being better off overall than the employees would have been if no variation had been made;
  - (d) include a mechanism to terminate and/or review the agreed work arrangements;
  - (e) be recorded in writing and approved by the CEO; and
  - (f) require approval of the Commissioner and implementation via a determination or other appropriate instrument.
- 18.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 18.4 Relevant unions will be consulted on the proposed arrangements prior to approval by the CEO.

## **19. Flexible Work – General Principles and Requirements**

- 19.1 The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. There are benefits for the employee, PWC and customers when employees are able to work more flexibly.
- 19.2 In all cases and at all times, an employee's flexible work arrangement must work for them, their team/work colleagues and the business needs.
- 19.3 Under this Agreement, employees have a range of options for when and how they work and are encouraged to discuss with their manager their flexibility needs.
- 19.4 The objective is to provide employees with the level of flexibility that works for them and allows them to meet their flexible lifestyle needs and achieve their aspirations, provided that business (includes team and customer) needs continue to be met.
- 19.5 Flexible work may be facilitated through one of the following initiatives contained in this Agreement. Refer to the relevant provision for eligibility and approval requirements:
- (a) clause 85.11 Recreation Leave at Half Pay – doubles the period of recreation leave when leave is taken at half pay;
  - (b) clause 20 Flexible Lifestyle Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year;
  - (c) clause 24 Part-time employment – converting from full-time to part-time employment for a specified period or a permanent change;
  - (d) clause 72 Flexible Working Hours (Flextime);
  - (e) clause 70 averaging ordinary hours of work within the span of hours – used where regular time off is required;
  - (f) clause 103 Special Leave Without Pay; and

- (g) clause 83.17(e) returning to work on reduced hours after parental leave.
- 19.6 Subject to approval, employees may work from home or another location to facilitate flexible work. The parties are committed to supporting a sector-wide working from home policy with standard and clear guidelines.
- 19.7 In considering an employee's request to work flexibly the CEO will take into account a range of things, including the employee's personal circumstances, PWC's business (includes team and customer) needs.
- 19.8 Unless provided otherwise in the relevant clause, requests to work a flexible working arrangement can only be refused on reasonable business grounds as defined in clause 3(ii).
- 19.9 An employee's request to work flexibly must be in writing setting out the details of the change sought and the reasons for the request.
- 19.10 Subject to clause 19.11, the CEO (or their delegate) must give the employee a written response to the request within 21 days, stating whether the CEO (or their delegate) grants or refuses the request.
- 19.11 Where the CEO's delegate proposes to refuse an employee's request to work from home, the employee's request will be referred to the CEO for assessment. Only the CEO is permitted to refuse employees' requests to work from home.
- 19.12 While there are many options about how an employee works in this Agreement, sometimes they will not fit an employee's exact circumstances and the employee and CEO will need to agree to vary the Agreement. In such situations, the Individual Flexibility Arrangement (clause 17) applies.

## **20. Flexible Lifestyle (Purchased) Leave**

- 20.1 Flexible lifestyle leave is a voluntary arrangement where employees may purchase between one to eight weeks of additional leave, with a corresponding reduction in the number of working weeks.
- 20.2 Flexible lifestyle leave arrangements are subject to agency operational requirements and approval by the CEO.
- 20.3 Eligibility

An employee must:

- (a) have completed at least 12 months continuous service;
- (b) not have any excess recreation leave, as defined in clause 85.7 (Excess Leave); and
- (c) have exhausted their long service leave entitlements, or satisfied the conditions of By-law 8.3 (whichever is applicable).

### **20.4 Method of purchase**

Flexible lifestyle leave is purchased in advance at an amount equal to the salary for the additional leave. Payments are deducted from the employee's gross fortnightly salary over a 12 month period, or shorter period approved by the CEO.

## General conditions

- (a) A flexible lifestyle leave arrangement must not result in an employee having a total leave balance greater than the excess leave limits in clause 85.7 (Excess Leave) after the period of the arrangement.
- (b) If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.
- (c) Flexible lifestyle leave may be taken in periods of two or more days.
- (d) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the employee may lodge a new application for approval by the CEO.
- (e) Flexible lifestyle leave is available for use three months from the commencement date of the arrangement.

### 20.5 Effect on Other Entitlements

- (a) Flexible lifestyle leave will count as service for all purposes.
- (b) Flexible lifestyle leave does not attract leave loading.
- (c) Where a public holiday falls within a period of flexible lifestyle leave the period of the public holiday is not deducted from the employee's flexible lifestyle leave balance.
- (d) Recreation leave at half pay is not available while a flexible lifestyle leave arrangement is in place.
- (e) For the period over which payments are being deducted from an employee's salary to fund a flexible lifestyle leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the employee was paid:
  - (i) prior to flexible lifestyle leave deductions being made in the case of NTGPASS and CSS employees; and
  - (ii) after flexible lifestyle leave deductions being made in the case of Choice of Fund superannuation fund employees.

### 20.6 Independent advice

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

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

### 20.7 Cessation of Arrangement

- (a) A flexible lifestyle leave arrangement will cease in one of the following ways:
  - (i) The specified term of the flexible lifestyle leave arrangement expires.

- (ii) By the employee providing the CEO four weeks' written notice requesting to terminate the arrangement, and the CEO approving the employee's request.
  - (iii) At the initiative of the CEO, on the giving of three months written notice to the employee, along with reasons for the cessation.
  - (iv) The employee ceases employment with PWC.
  - (v) The employee moves to a new work area within the agency, or to another agency and the new work area or agency does not agree to continue the arrangement.
- (b) Where a flexible lifestyle leave arrangement ceases, the employee will be reimbursed, by lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within two months of the cessation of the arrangement.

## **PART 3 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

### **21. Recognition of Prior Employment**

- 21.1 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 PWC within a 12 month period will have the immediate period of prior service recognised as continuous.

### **22. Types of Employment**

- 22.1 The PSEM Act specifies the basis of engagement for an employee covered by this Agreement (see section 29(3) of the PSEM Act, which provides for employment on an ongoing, fixed period or casual basis).
- 22.2 Employment on an ongoing basis is the primary method of employment in the NTPS. However, there are certain circumstances when fixed period or casual employment may be appropriate.
- 22.3 Employees can be employed on either a full-time, part-time or casual basis.

### **23. Full-time Employment**

- 23.1 A full-time employee is an employee who works 37.5 ordinary hours of duty per week.
- 23.2 From 9 April 2026, a full-time employee is an employee who works 36.75 ordinary hours of duty per week.

### **24. Part-time Employment**

- 24.1 Part-time employees are employees employed to work less than 37.5 hours per week, provided that PWC may only employ a part-time employee on less than 7.5 hours per week at the request of the employee.
- 24.2 From 9 April 2026 Part-time employees are employees employed to work less than 36.75 hours a week, provided that PWC may only employ a part-time employee on less than 7.35 hours per week at the request of the employee.
- 24.3 No employee who is currently employed on a full-time basis will be required to convert to part-time employment without their consent.
- 24.4 The span of hours for part-time employee will be the same span applicable to full-time employees.
- 24.5 Overtime will only be paid for work directed to be performed:
- (a) outside the span of hours as specified in clause 70.4, except where the employee is a shiftworker; or
  - (b) in excess of 37.5 hours per week up until 8 April 2026; or
  - (c) in excess of 36.75 from 9 April 2026.

- 24.6 Where an Undergraduate employee is employed on a part-time basis is:
- (a) directed to perform additional hours in excess of their agreed hours then overtime is payable in accordance with clause 74; or
  - (b) requests, and is approved, to perform additional hours for in excess of their agreed hours, then the provisions of clause 72 of the Agreement will apply.
- 24.7 PWC 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.
- 24.8 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.
- 24.9 Entitlement to apply for a pay progression or bonus in accordance with clauses 45 (Pay Progression) and 46 (Performance Achievement) will be on the basis of having participated in a MyPlan cycle for the same period as a full-time employee, regardless of the number of hours worked.

## **25. Casual Employment**

- 25.1 A casual employee is an employee who:
- (a) was offered and accepted employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work; and
  - (b) to avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- 25.2 A casual employee will be paid:
- (a) the ordinary hourly rate of pay for the classification assigned; and
  - (b) a casual loading of 25% of the ordinary hourly rate of pay, in lieu of paid leave (except long service leave) and public holidays not worked.
- 25.3 Casual employees are not eligible for incremental adjustment to their salary.
- 25.4 The minimum daily engagement of a casual employee is three hours.
- Note: for the purpose of clause 25.4, work commencing prior to midnight on one day and continuing into the next day, counts as one engagement.*
- 25.5 Where the minimum daily engagement of a casual employee is less than three hours, superannuation will be paid on the full three hours as if superannuation guarantee applied, provided those hours do not attract overtime payments.
- 25.6 An employee's right to request and employer's obligation to offer conversion from casual employment to full-time or part-time employment are provided for in the NES.



## **26. Apprentices**

- 26.1 A hosted apprentice is not an employee for the purposes of clause 3(m) of this Agreement.
- 26.2 PWC is committed to being a host employer of apprentices and will have a targeted intake of 10 hosted apprentices each year, with a guaranteed minimum intake of eight, including females and people from diverse cultures.
- 26.3 PWC will increase hosted apprentice numbers in strategic areas, where current vacancies exist and adequate supervisory ratios can be achieved.
- 26.4 PWC is committed to providing support and assistance to hosted apprentices where they are experiencing professional, personal, health or work related issues. To support this commitment, hosted apprentices may access PWC's Employee Assistance Program in accordance with established guidelines.
- 26.5 On the successful completion of their apprenticeship, PWC:
- (a) will offer an apprentice fixed period employment for a minimum of 12 months, subject to ongoing satisfactory performance; or
  - (b) PWC may approve a request from the successful apprentice to commence a second relevant qualification, and hosted by PWC.
- 26.6 An offer of ongoing employment will be at the discretion of PWC 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.
- 26.7 On the successful completion of their apprenticeship, an ongoing or fixed period employee who was a hosted apprentice with an NTPS apprentice employer and provided that their break in service (if any) is not more than two months, will:
- (a) be entitled to paid personal leave entitlements in accordance with clause 88.2(a); and
  - (b) have their prior service with the NTPS apprentice employer recognised for the purposes of:
    - (i) long service leave, subject to clause 82; and
    - (ii) parental leave, subject to clause 83.
- 26.8 An existing employee of PWC entering into an apprenticeship with PWC 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.
- 26.9 The salary maintenance provisions in clause 26.8 only apply where an existing PWC employee has been selected for an apprenticeship through an internal expression of interest process and does not apply where apprentices are engaged through external processes with an NTPS apprentice employer.
- 26.10 An apprentice will be accompanied by a qualified Trade Technical tradesperson during trade related work.
- 26.11 An apprentice approved to be available for the call out roster to work outside of normal working hours will be competent in relevant safety and rescue training.

- 26.12 The employer commits to an open and transparent study of apprentice employment, including Union representatives, to be completed in the first 12 months of the agreement.

## **27. Graduates**

- 27.1 PWC is committed to providing a Graduate Program for Graduates in the Administrative and Corporate Services and Science and Engineering Professional classifications and will guarantee a minimum intake of two Graduates each year.
- 27.2 The commencing salary for a Graduate shall be in accordance with Schedule 3.
- 27.3 On successful completion of the Graduate Program a Graduate may be transferred to an available position in accordance with Schedule 3.

## **28. Trainees**

- 28.1 PWC is committed to continuing as a host employer of Trainees and will guarantee a minimum intake of two Trainees each year.
- 28.2 On the successful completion of their traineeship a Trainee may be offered ongoing employment in accordance with Schedule 3.

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

### **29.1 General**

- (a) PWC will require and continue to use contractors to carry out Core Work.
- (b) The parties recognise and accept that circumstances arise in PWC where the use of contractors is both desirable and/or essential.
- (c) This clause does not require PWC to cease the use of contractors from whom services have previously been acquired or from whom PWC was under an obligation to acquire services from as at the time that this Agreement was approved by the Fair Work Commission.
- (d) Consultation and resolution of disputes in relation to use of contractors will take place in accordance with the relevant clauses in this Agreement regarding these matters.
- (e) For the avoidance of doubt the term contractors in this clause 29 includes:
  - (i) labour hire organisations;
  - (ii) not for profit organisations (excluding indigenous enterprises or organisations); and
  - (iii) apprentice provider organisations.
- (f) For the avoidance of doubt, the use of contractors and this clause 29 does not extend to:
  - (i) PWC's subsidiary Indigenous Essential Services (IES) Pty Ltd or the use of contractors in remote Aboriginal communities and outstations where PWC or IES provide services; and

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

## 29.2 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 PWC; or
- (b) the type of work or specialisation required is beyond the capacity of the resources or staff of PWC;
- (c) It is in the public interest to undertake such work. Public Interest includes issues of cost effectiveness; and
- (d) the security of employment of employees engaged in PWC will not be impaired by the use of contractors. In particular, PWC 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.

## 29.3 Prior notice of Contractor use

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

## 29.4 Training

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

## 29.5 Contractor Documents and Requirements

- (a) A standard contract provision will require all contractors and their employees to comply with:
  - (i) all relevant safety, workers' compensation, superannuation and workplace relations legislation and applicable statutory instruments (i.e.: statutory agreement or award(s));
  - (ii) safe working practices including PPE and test equipment equivalent to that used by PWC 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 29.5(d), the following definitions apply:
  - (i) Contractor Rates of Pay means the salary and allowances of employees of Contractors contained in relevant Modern Awards or Enterprise Agreement for that contractor and its employees (Contractor Rates of Pay); and
  - (ii) Floor Aggregate Rates means the floor aggregate rates of pay for the relevant core roles, including rate of pay and allowances, relating to Core Work as defined in clause 29.6. The floor aggregate rates are provided for in clause 29.9.
- (d) When employees of contractors perform Core Work, the Contractor Rates of Pay in aggregate shall be no less favourable than the Floor Aggregate Rates of Pay.

#### 29.6 Core Work Definitions

- (a) Core Work means activities directly associated with:
  - (i) the operation, construction and routine maintenance of assets and systems;
  - (ii) planning and infrastructure delivery;
  - (iii) plant and equipment operations;
  - (iv) information and communications technology; and
  - (v) customer services.
- (b) The definition of Core Work does not apply to work that is ancillary work to the contract or work of a specialist nature.

*Note: ancillary work includes, for example, but is not limited to; earthworks, building structure, fire systems, security systems, painting, plumbing and other work that is not core functions of PWC.*

#### 29.7 Consultation

- (a) Contractors of many types will continue to be a normal part of PWC's operations as has been the case for many years.
- (b) As PWC 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 PWC conducts its business.
- (c) The intent of consultation is to ensure:
  - (i) more effective use of in house skills and resources;
  - (ii) improved quality of contract work;
  - (iii) safety whilst performing the contract work;

- (iv) work performance;
  - (v) asset maintenance;
  - (vi) more direct employee involvement in the coordination and management of contractors or developers; and
  - (vii) improvement in job security and/or career development opportunities for employees.
- (d) A Contractors Consultative Committee will be convened with nominated employee representatives and PWC management to:
- (i) discuss the use of contractors and outsourcing arrangements with the relevant section of the workforce and union and their delegates as part of a structured business unit and work planning process;
  - (ii) provide employees and union delegates with a formal mechanism in which they can discuss matters arising from work performance under a particular contract or contractor with a view to ensuring compliance with this Agreement; and
  - (iii) provide a regular formal forum for quarterly reviews on the use of contractors in conjunction with a rolling 12 month forward works program.

#### 29.8 Contract Compliance and Supervision

- (a) PWC will develop appropriate contract management skills within PWC 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 29.5(a)(i);
  - (iii) monitoring of compliance by contractors with safety obligations;
  - (iv) safety inspections;
  - (v) coordination of work performed by contractors; or
  - (vi) acceptance of work performed by contractors or developers.
- (b) With reference to clauses 29.5(c) and 29.5(d), PWC will examine all relevant information contained within the relevant contract to ensure compliance.
- (c) A similar approach will be taken in relation to the standards specified for developers and others involved in either extensions of the current network, major projects or asset enhancements.
- (d) Hazards will be identified and managed in accordance with applicable legislation and PWC procedures, including involvement of appropriate internal (and, where necessary, external) parties set out in relevant procedures.

**29.9 Floor Aggregate rate of pay under clause 29.5(d):**

- (a) The floor aggregate rate of pay will be determined as an hourly rate comprised of the following:
  - (i) the base salary of the classification stream in which the work would normally be performed as provided in Schedule 1;
  - (ii) Consolidated Disability Allowance and Industry Specific Skills Allowance for Technical Coordinator, Technical Specialist, Trade Technical and Operator positions;
  - (iii) Industry Specific Skills Allowance for Science and Engineering Professional positions as provided in Schedule 2; and
  - (iv) Annualised shift penalty allowance for Operator positions as provided for in clause 42.

**30. Probation**

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

**31. Termination, Resignation or Abandonment of Employment**

**31.1 Notice of Termination by the CEO**

- (a) Subject to clause 31.1(d) below, in order to terminate the employment of an employee, PWC will give the employee the following notice in accordance with the employee's years of continuous service:
  - (i) not more than 1 year 1 week;
  - (ii) more than 1 year but not more than 3 years 2 weeks;
  - (iii) more than 3 years but not more than 5 years 3 weeks; or
  - (iv) more than 5 years 4 weeks.
- (b) The period of notice is to be increased by one week if the employee is over 45 years old and has completed at least two years continuous service with PWC.
- (c) Payment in lieu of the prescribed notice will be made if the appropriate notice is not given, with such payment to equal the total of all amounts that the employee would have been entitled to have the employment continued until the end of the notice period, including ordinary hours of work, allowances, loadings and penalties.
- (d) An employee is not entitled to notice or payment in lieu of notice in the case of termination for serious misconduct.

**31.2 Notice of Termination by Employee (Resignation)**

- (a) In order to terminate his or her employment with PWC, an employee will give the following notice in accordance with his or her years of service:

- (i) not more than one year 1 week;
    - (ii) more than one year but not more than 3 years 2 weeks;
    - (iii) more than three years but not more than 5 years 3 weeks; or
    - (iv) more than five years 4 weeks.
  - (b) Subject to clause 31.2(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 PWC for the employee to give shorter notice than the period specified in clause 31.2(a) the agreement will be recorded in writing by PWC and the employee will not forfeit any salary.
- 31.3 PWC will provide a statement of service if requested by the employee.
- 31.4 Abandonment of Employment
- An employee absent from duty without permission for a continuous period of five working days is considered to have abandoned his or her 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 PWC 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 31.4(a) above, the employee will be terminated subject to the minimum notice periods in clause 31.2.

## **32. Training and Development**

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

### **33. Timesheet Recording**

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

- (a) job and asset costing;
- (b) planning, resourcing and scheduling of jobs; and
- (c) service delivery to the community.

### **34. Resourcing**

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

- (a) the delivery of services;
- (b) work is done safely;
- (c) fatigue management; and
- (d) employees can take appropriate breaks.

34.2 The parties recognise that PWC must operate within the Statement of Corporate Intent (SCI). The PWC Executive Leadership Team will, with consideration to the SCI, continue to monitor resourcing and workload issues including:

- (a) work planning and scheduling;
- (b) current and future skills, training, and qualification requirements; and
- (c) operational systems, networks and emerging technologies and practices.

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

- (a) work scheduling;
- (b) on-call and additional hours;
- (c) access to leave; and
- (d) the impact and avoidance of fatigue.

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

34.5 The Joint Consultative Committee may make recommendations to the CEO on resourcing matters, who may consider amongst other issues, taking into account clause 34.1 and clause 34.2.



## **35. Work Organisation**

- 35.1 Employees must work flexibly to suit changing work needs. To ensure effective and efficient operations:
- (a) PWC 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.
- 35.2 PWC will consult with the JCC in respect of proposed substantial change to production, program, organisation, structure, or technology that is likely to have a significant effect on employees.
- 35.3 Prior to a final decision being taken to outsource a function or service currently being performed by employees, PWC will consult with the affected employees and their union in accordance with clause 16 (Management of Change).

## **36. Remote Localities**

- 36.1 Subject to clauses 36.2 and 36.3 below, the terms and conditions set out in the following instruments, as varied from time to time, apply to PWC 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); and
  - (c) Determination Number 1014 of 2022 (Satellite TV or Internet Service Reimbursement).
- 36.2 A 100% rental concession will apply to all employees residing in PWC supplied accommodation in a remote locality.
- 36.3 For the purposes of By-law 44(4) the following freight allowance weight limits apply:
- (a) employees without dependents – 15 kilograms per week (or an aggregate of 60 kilograms per calendar month);
  - (b) employees with one dependent – 29 kilograms per week (or an aggregate of 116 kilograms per calendar month); and
  - (c) employees with more than one dependent – 39 kilograms per week (or an aggregate of 156 kilograms per calendar month).
- 36.4 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 36.4(c).
- (c) the electricity subsidy for the dependent/after-hours rate is payable only where the employee:
  - (i) has recognised dependents, being an employee's spouse, or children under the age of 18, who:
    - A. reside with the employee;
    - B. are not eligible for assistance with electricity costs from any other source; and
    - C. are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the Commissioner; or
  - (ii) is a shiftworker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.

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

- (a) The electricity subsidy will not be paid during periods of leave without pay which do not count as service.
- (b) The electricity subsidy will be paid to part-time employees on a pro rata basis.
- (c) Only one subsidy is payable per dwelling.

### **37. Laundry Facilities**

37.1 PWC will establish appropriate laundry facilities at its major industrial sites to provide for the laundering of heavily soiled PPC & E.

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

### **38. Union Related Matters**

38.1 Union Representation

- (a) PWC 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.
- (b) An employee formally elected as a union delegate in PWC will 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.

- (c) A union delegate will advise their relevant General Manager that they have been appointed as a union delegate.
- (d) In addition, in recognition of the change management agenda currently in place within PWC, 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.

### 38.2 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 will, 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 will be subject to operational requirements of PWC.
- (c) An employee seeking to take training leave under this clause must 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.

### 38.3 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 general staff notice boards.

### 38.4 Delegate's 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 significant workplace matter and make representations on behalf of the employee.

- (c) PWC 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 (eg during enterprise agreement bargaining, on JCCs, 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 PWC facilities (including telephone; facsimile, photocopying, internet and email facilities, 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 PWC 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 to hold individual discussion contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO. Approval for “walk around” will not be unreasonably withheld.

38.5 Subject to NTPS payroll systems, PWC will provide facilities for the deduction and remittance of union fees for employees who request in writing to have such fees deducted from their salary.

## PART 4 – RATES OF PAY AND RELATED MATTERS

### 39. Rates of Pay

39.1 Salary rates and structures are shown in Schedule 1.

### 40. Adjustments in Salaries and Allowances

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

(a) effective from **22 July 2021**:

- (i) an increase of \$400 to the Administrative and Corporate Services classification, the Trainee Technical designation within the Technical Specialist classification, and the Under Graduate designation within the Science Engineering Professional classification; and
- (ii) a 3% increase for all classifications.

(b) effective from **21 July 2022**:

- (i) an increase of \$500 to the Administrative and Corporate Services classification, and the Trainee Technical designation within the Technical Specialist classification, and the Under Graduate designation within the Science Engineering Professional classification; and
- (ii) a 3% increase for all classifications.

(c) effective from the first full pay period commencing on or after **16 July 2023**:

- (i) an increase of \$500 to the Administrative and Corporate Services classification, and the Trainee Technical designation within the Technical Specialist classification, and the Under Graduate designation within the Science Engineering Professional classification; and
- (ii) a 3% increase for all classifications.

(d) effective from the first full pay period commencing on or after **16 July 2024**:

- (i) an increase of \$500 to the Administrative and Corporate Services classification to replace the Administrative and Corporate Services bonus; and
- (ii) an increase in accordance with clause 51.2(d), Industry Specific Skills Allowance, for designations eligible to the Industry Specific Skills Allowance; and
- (iii) a 3% increase for all classifications.

(e) effective from the first full pay period commencing on or after **16 July 2025** a 3% increase for all classifications.

40.2 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 the 3% salary increases contained in clause 40.1.

- 40.3 The Motor Vehicle; Relocation; Accommodation in conjunction with fares out; Travelling; Hardship; and Professional Development allowances; and the Remote Employee Electricity Subsidy; will be adjusted with effect from 1 January each year, in accordance with the annual Darwin Consumer Price Index as recorded by the Australian Bureau of Statistics for the previous September quarter. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a determination. The allowances will not reduce if the Darwin Consumer Price Index is negative.
- 40.4 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.
- 40.5 The High Voltage Field Operator, Damaged Clothes and Tools (clause 66), and Northern Territory Allowances, along with any bonuses payable under this Agreement, are not adjustable.

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

- 41.1 Unless otherwise stated, salaries and allowances will be paid fortnightly by electronic funds transfer into a financial institution account nominated by the employee.
- 41.2 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.
- 41.3 Electronic pay data in lieu of paper pay slips will be maintained across PWC where possible.

#### **42. System Control Operator Salary Arrangements**

- 42.1 Definitions:
- (a) Operators means Operators and Senior Operators; and
  - (b) Authorised Status means being assessed as competent in accordance with the relevant Job Model guidelines.
- 42.2 Operators employed at the PWC's System Control, must be assessed by the Executive General Manager, or their delegate, as competent to work permanently on the shift roster without supervision achieving Authorised Status as:
- (a) an Assistant System Controller;
  - (b) a System Controller; or
  - (c) a Senior System Controller.
- 42.3 An Operator may appeal the decision if unsuccessful in achieving Authorised Status and the following process will occur:
- (a) a panel comprising the CEO, or their delegate, and an Authorised Operator nominated by the relevant union will review the appeal; and
  - (b) where both members of the panel agree that the Operator is suitable to be Authorised, the Operator will be deemed competent as per clause 42.2.

- 42.4 Operators who work on the shift roster will be paid an annualised allowance equal to 46% of salary (including Industry Specific Skills Allowance and Consolidated Disability Allowance, which count as salary for all purposes). The annualised allowance will be in lieu of the following entitlements:
- (a) an overtime component equal to the first 96 hours of overtime in a calendar year;
  - (b) shiftwork provisions provided for in clauses 79.6 to 79.9; and
  - (c) recreation leave loading shift penalty provisions provided for in clause 87.1(b).
- 42.5 Additional hours performed in excess of 96 hours per calendar year referred to in clause 42.4(a) will be paid at the relevant overtime rates.
- 42.6 The annualised allowance recognises that Operators work 8.33 work hours per day on a cyclic 24/7 roster.
- 42.7 Changes to the roster will be managed in accordance with the Management of Change provisions contained in clause 16.
- 42.8 Where there is a change in roster, the annualised allowance will be reviewed and may be adjusted following approval and the issuing of a Determination from the Commissioner.
- 42.9 The annualised allowance will:
- (a) be payable during periods of approved paid leave, as well as for periods of cashed up recreation leave; and
  - (b) count as salary for superannuation purposes.

#### Additional Public Holidays – Shift Penalty Payments / Recreation Leave Credits

- 42.10 The following provisions of this clause apply to Easter Sunday, Boxing Day, Christmas Eve (part day) and New Year's Eve (part day) and any other additional (one off or annual) Public Holidays declared under the *Public Holidays Act 1981*.
- 42.11 The annualised allowance at clause 42.4 includes payment for Public Holiday shiftwork provisions contained in clauses 79.6 to 79.9 across seven days per week, with the exception of Public Holidays for Easter Sunday and Boxing Day (where Boxing Day falls on a Saturday or Sunday) and Christmas Eve and New Year's Eve part day public holidays, and any new future public holidays announced (one off or annual).
- 42.12 An Operator who works on Easter Sunday, or Boxing Day (where that day falls on a Saturday or Sunday), or a Christmas Eve or New Year's Eve part day public holiday, or any other new additional public holiday not covered by this Agreement (one off or annual) shall be paid the following penalty payments:
- (a) where the Public Holiday is a Sunday, a shift penalty payment of 50% of salary for the Public Holiday hours worked on that day;
  - (b) where the Public Holiday is a Saturday, a shift penalty payment of 100% of salary for the Public Holiday hours worked on that day;
  - (c) where the Public Holiday is Monday to Friday, as shift penalty payment of:

- (i) 150% of salary for a day shift worked for Public Holiday hours worked on that day; or
- (ii) 131.25% of salary for an afternoon shift worked for the Public Holiday hours worked on that day; or
- (iii) 127.5% of salary for a night shift worked for the Public Holiday hours worked on that day.

42.13 An Operator who is rostered off duty, or is required to be available for call out under clause 53 (Availability Allowance), on any of the above public holidays, shall be credited with recreation leave, or paid ordinary pay where they have excess leave, in accordance with clause 79.9 of the Agreement.

### **43. Technical Coordinator Salary Arrangements**

43.1 For the purposes of this clause, a reference to Technical Coordinators means Technical Coordinators and Senior Technical Coordinators.

43.2 Technical Coordinators (TCs) assist in ensuring PWC's strategic objectives are realised at the operational level.

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

43.4 An additional hours component equating to approximately 265 hours per annum is rolled into the base salary of TCs, on the following basis:

- (a) PWC expects TCs to embrace leadership capability and development initiatives comprising part of PWC's continuous improvement program which are designed to assist employees to operate more strategically, proactively and efficiently in the performance of their role through changes to work method and output.
- (b) the rolled up component represents a reasonable outer limit of annual additional hours that TCs may be expected to perform, and within which they should be able to effectively carry out the requirements of their role.
- (c) the rolled up component is paid in lieu of overtime (clause 74), call out (clause 75), Extra Duty Allowance (clause 55) or annualised salary payments that TCs would otherwise be entitled to under this Agreement.

43.5 TCs who are required to participate in a call out roster will be entitled to the Availability Allowance specified under clause 53.

43.6 In the event that a TC experiences a significant change in work load or hours of work that is inconsistent with the principles stated in clause 43.4, the process specified for resolving the matter as specified in clause 8.10(b) will apply.

43.7 Subject to operational requirements, to facilitate flexible work options (eg RDO type arrangements), TCs may request to:

- (a) enter into a Flexible Working Hours (Flextime) arrangement in accordance with clause 72; or



- (b) access the flexible work arrangements in accordance with clause 19.
- 43.8 TCs are not eligible to be paid for overtime work, or access TOIL for excess travel time under clause 74.11, until the demonstrated completion of 265 additional hours in a calendar year in accordance with the following:
- (a) where a TC is required to attend the workplace or PWC work site, all additional hours performed count toward the 265 additional hours component on a one for one basis; or
  - (b) where a TC responds to telephone calls or computer alarms and is not required to attend the workplace or PWC work site:
    - (i) a minimum of one and a half hours will count towards the 265 additional hours component for each separate call or alarm, or the actual time worked, whichever is the greater; however
    - (ii) subsequent calls or alarms received within the first one and a half hours will not count towards the 265 hour additional hours component.

*Examples for clause 43.8(b)(ii):*

- a) Two 10 minute calls received 30 minutes apart (first call at 7.00pm and second call at 7.30pm) will provide 1.5 hours being allocated to the 265 hours;*
- b) For an alarm response of 10 minutes at 7.00pm, followed by 30 minute phone call at 9.00pm to 9.30pm, are two separate events and will provide for two minimum periods of 1.5 hours being allocated to the 265hours.*

#### **44. Corporate Safety Initiative**

- 44.1 In support of PWC's commitment to continual improvement in its safety record, a corporate safety initiative will facilitate eligibility for a:
- (a) annual individual safety bonus is based on an employee's successful achievement against individual safety targets agreed during the performance achievement process provided for in clause 46; and
  - (b) annual corporate safety bonus based on PWC's achievement against corporate safety targets (note: attainment of the Individual Safety Bonus is a pre-condition for eligibility for the Corporate Safety Bonus).
  - (c) The individual and corporate safety bonus payment rates are provided for in clause 46.16
- 44.2 The bonuses will be paid to eligible employees on the pay day of the first pay period commencing on or after 1 August of the year of assessment, subject to attainment of safety targets.
- 44.3 Individual safety targets are set out in Schedule 5.
- 44.4 Corporate safety targets will be set and agreed through the JCC as soon as practicable following 1 July each year, annually. Where agreement is not reached the corporate safety targets provided for in Attachment 5 of the 2015 – 2018 Power and Water Enterprise Agreement will apply.

## **45. Pay Progression**

- 45.1 Automatic annual pay point progressions do not apply to PWC.
- 45.2 An employee will be eligible for pay point progression within the relevant classification, subject to attainment of a minimum overall score rating of three in accordance with clauses 46.7 and 46.8.
- 45.3 Subject to clause 45.2, where an employee's temporary placement in a higher classification level, that constitutes a promotion, spans two MyPlan cycles (ie crosses over 1 July), the employee may elect to receive:
- (a) pay point progression for the temporary promotion; or
  - (b) the Top of Band Bonus provided for in clause 46.16 based on the employee's nominal classification level.
- 45.4 In addition to meeting the requirements for a pay progression under PWC's performance achievement system, a pay progression for Trainees and Undergraduates is conditional on satisfactory completion of the requirements of their course of study.
- 45.5 With exception of employees employed in the Operator classification, progression to a higher classification level within the stream or in a new stream is based on an employee's successful application for a vacant position, as assessed through the merit selection recruitment process.
- 45.6 For employees employed in the Operator classification, progression to a higher classification level within the stream is subject to the relevant Job Model Guidelines.

## **46. Performance Achievement**

- 46.1 The PWC performance achievement system (the MyPlan) is designed to:
- (a) encourage high work performance aligned with strategic objectives; and
  - (b) ensure individuals within the organisation are all working in a manner consistent with PWC's values and behaviours.
- 46.2 Employees are required to participate in the MyPlan process and will be eligible for an annual bonus or pay point progression as outlined in clause 46.16, based on performance over the previous 12 months up until 30 June of each year.
- Note: employees are required to participate in the MyPlan process irrespective of whether they wish to be considered for pay progression or relevant bonus payments in accordance with Employment Instruction 4 Employee Performance Management and Development Systems.*
- 46.3 Employees on parental leave, who have completed at least 6 month service (which may be in broken periods) in the performance achievement cycle prior to commencing parental leave or on return from parental leave will be eligible to undertake a performance review for the purpose of attaining a pay point progression subject to the requirements of clause 45.2.
- 46.4 Employees who qualify for a pay progression or an annual bonus, under clause 46.16 will receive the pay progression effective from the first pay period commencing on or after 1 August of the year of assessment.

- 46.5 Salary adjustments and bonus payments should be made as soon as practicable after the assessment has been completed.
- 46.6 For the avoidance of doubt, the first eligible payments under the PWC performance system (MyPlan), as set out in clause 46.16, will be payable as soon as practicable from the first pay period commencing on or after 1 August of the year of assessment.
- 46.7 To be eligible for pay progression under clause 45 and bonus payments under this clause 44 an employee must be assessed on the following elements of the performance achievement system (MyPlan):
- (a) what corporate and individual objectives have been delivered (which could include team objectives); and
  - (b) how those objectives were delivered (demonstration of corporate values and behaviours).

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

- 46.8 The following process will be utilised to facilitate the MyPlan process:
- (a) the employee's MyPlan will be developed for a 12 month period from 1 July to 30 June annually;
  - (b) changes to an employee's MyPlan will be agreed between the employee and the manager; and
  - (c) the employee's MyPlan will be reviewed within six months of commencement.

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

- 46.9 Information collected through the MyPlan process will form part of the employee's employment record and must comply with the Information Privacy Principles set out in the *Information Act 2002*.
- 46.10 Subject to clause 46.11, an employee will be eligible for Top of Band (TBB) and Safety bonus payments in accordance with clause 46.16 who, as a result of the assessment in clause 46.7, has received a minimum overall score rating of three.

*Note: PWC policy, as varied from time to time, requires employees to participate in the MyPlan process for a minimum of three months, (in total), to be eligible for the safety bonus payments and, a minimum of six months (in total) to be eligible for pay point progression or TBB. For the avoidance of doubt, an employee must have a MyPlan in place and be working towards the relevant targets, no later than 31 December each year, to be eligible for pay progression and TBB payments.*

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

- 46.11 Subject to receiving a minimum overall score rating of three for the 2022-2023 MyPlan cycle, an Administrative and Corporate Services (ACS) employee will receive an ACS Supplementary Bonus payment of \$500. The ACS Supplementary bonus will cease with effect from the 2023-2024 MyPlan cycle and will included into the salary rates contained in Schedule 1.

- 46.12 Employees in the Operator classification will be eligible for TBB who, as a result of the assessment in clause 46.7, has received a minimum overall score rating of three in accordance with the following:
- (a) at pay point three of the Operator classification and in the role of Assistant System Controller (Grade 1);
  - (b) at pay point five of the Operator classification and in the role of System Controller (Grade 2); and
  - (c) at pay point two of the Senior Operator classification and in the role of Senior System Controller (Grade 3).
- 46.13 An employee who is unsatisfied or disagrees with the proposed criteria in the MyPlan, or an assessment against the criteria may, in the first instance, request their senior manager to review the proposed criteria or assessment.
- 46.14 Where the manager and employee still disagree on the proposed criteria, or assessment outcome, the following will occur:
- (a) the matter will be referred to the Senior Manager Business Partnering and Employee Relations to convene three members of the Performance Achievement Subcommittee, which will include a union or employee representative;
  - (b) the Senior Manager Business Partnering and Employee Relations will chair the review committee who will consider the merits of the assessment;
  - (c) the review committee will then make a recommendation to the relevant Executive General Manager who will make a decision.
- 46.15 Where the matter is not resolved under clause 46.14 the appropriate grievance review mechanisms under the PSEM Act will apply.

#### 46.16 Bonus Payments

| <b>Bonus</b>  | <b>Minimum overall rating</b> | <b>Bonus / Pay Point</b> |
|---|-------------------------------|--------------------------|
| Administrative and Corporate Services Supplementary Bonus (ACS employees only for 2022/2023 MyPlan cycle) | 3                             | \$500                    |
| Individual Safety Bonus   | 3                             | \$500                    |
| Corporate Safety Bonus  | 3                             | Up to \$500              |
| <b>Top of Band Bonus</b>  |                               |                          |
| Band 1 ACS employees at top pay point   | 3                             | \$1750                   |
| Band 2 ACS employees at top pay point   | 3                             | \$2250                   |
| Band 3 ACS employees at top pay point   | 3                             | \$2750                   |
| Band 4 ACS employees at top pay point   | 3                             | \$3250                   |
| Undergraduate employees at top pay point  | 3                             | \$1750                   |
| Band 2 SEP employees at top pay point   | 3                             | \$2250                   |
| Band 3 SEP employees at top pay point   | 3                             | \$2750                   |
| Band 4 SEP employees at top pay point   | 3                             | \$3250                   |
| Technical Coordinator employees at top pay point  | 3                             | \$2750                   |
| Senior Technical Coordinator employees at top pay point   | 3                             | \$3250                   |
| Technical Specialist employees at top pay point   | 3                             | \$2750                   |
| Senior Technical Specialist employees at top pay point  | 3                             | \$2750                   |
| Operator employees at top pay point (refer cl 46.12)  | 3                             | \$2250                   |
| Senior Operator employees at top pay point (refer cl 46.12)   | 3                             | \$2750                   |
| Trade Technical employees at top pay point  | 3                             | \$2250                   |

#### 47. Pay Point on Promotion

47.1 Unless provided for in this clause, where an employee who is, or has acted, in a higher classification level, and has achieved a respective pay point in accordance with clause 45 and 46, will have the pay point recognised if the employee is subsequently promoted on an ongoing basis.

Technical Coordinators and Technical Specialists

47.2 Subject to clauses 47.3 and 47.4, an employee employed at the maximum salary point of either a Technical Coordinator (TC) or Technical Specialist (TS) classification immediately prior to promotion may, at the discretion of the CEO, be promoted above the base salary point of the STC or the STS classification.

47.3 The exercise of the CEO's discretion under clause 47.2 is conditional on:

- (a) the employee completing at least 12 months service at the classification held immediately prior to the employee's promotion; and
- (b) where an employee has not met the requirements of clause 47.3(a), the employee will be promoted to the minimum pay point of the applicable classification.

- 47.4 An employee employed in the following classifications:
- (a) at or between the Trade Technical 9 to Trade Technical 11 classification; or
  - (b) at the TS classification and receiving Extra Duty Allowance,
- immediately prior to a temporary or ongoing promotion may, at the discretion of the CEO, be promoted or temporarily promoted to: pay point three of the TC classification; or pay point two of the STC classification.
- 47.5 The CEO may approve promotion to a pay point above pay point three of the TC only where the employee has at least 12 months experience in the TC classification.
- 47.6 With reference to the requirements of clauses 47.4 and 47.5, progression to a higher pay point within the TC or STC classification will be subject to clause 45 of the Agreement.
- 47.7 For short term development opportunities of six weeks or less in a TC or STC role, a partial higher duties allowance may be considered in accordance with clause 56.2 of the Agreement.

#### Science and Engineering Professionals

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

### **48. Superannuation**

- 48.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.
- 48.2 The employer will make the minimum superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

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

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

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

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

- 48.5 Employees who do not nominate a superannuation fund will have their superannuation contributions paid to either:
- (a) an existing superannuation fund of which they are a member (if this is required by legislation); or
  - (b) the employer's default superannuation fund, which offers a MySuper product.

#### **49. Salary Sacrifice for Employer Superannuation**

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

- (a) an employee who currently has their employer superannuation guarantee contributions paid to a Choice of Fund superannuation fund (e.g. employed after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund;
- (b) an employee who currently contributes to the Commonwealth Superannuation Scheme is not able to salary sacrifice into that scheme but can salary sacrifice into another complying superannuation fund;
- (c) an employee who currently 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).

#### **50. Salary Sacrifice Packaging**

50.1 Under this Agreement an employee may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Australian Taxation Office or other relevant authority. These salary sacrifice packaging arrangements meet the full obligations of the employer in relation

to salary payments required under this Agreement. Under the arrangement the following conditions will apply:

- (a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;
- (b) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes will be met by the employee;
- (c) an employee shall meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;
- (d) an employee's salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and
- (e) an employee will provide evidence of having obtained or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.



## **PART 5 – ALLOWANCES AND SPECIAL RATES**

### **51. Industry Specific Skills Allowance**

- 51.1 PWC is in the process of a major investment improvement program and recognises that in order to deliver this program, it will require the services of employees with relevant industry specific skills.
- 51.2 To ensure that PWC has the ability to attract and retain employees with relevant industry specific skills to complete this program, 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 and incorporates the following:
- (a) effective from 22 July 2021 a \$1000 increase;
  - (b) effective from 21 July 2022 a \$1000 increase;
  - (c) effective from 20 July 2023 a \$1000 increase; and
  - (d) effective from 18 July 2024 the following ISSA rates will be included into the annual salary rates:
    - (i) \$9 606 for Trade Assistants;
    - (ii) \$12 434 for Technical Specialists (TS), Senior TS, Technical Coordinators (TC), Senior TC, Operators (OP) and Senior OP, Trade Technicals;
    - (iii) \$11 760 for Band 2 Science and Engineering Professionals;
    - (iv) \$17 775 for Band 3 Science and Engineering Professionals; and
    - (v) \$19 000 for Band 4 Science and Engineering Professionals.
- 51.3 An existing PWC employee transferring from a Trade Assistant position to an apprenticeship will continue to be paid at the Trade Assistant rate.
- 51.4 Graduate Science and Engineering Professionals will become eligible for the Band 2 allowance on and from their completion of the graduate program.
- 51.5 For the avoidance of doubt, the allowance is not payable to Trainee Technical or Undergraduate employees.
- 51.6 Eligible casual and part-time employees will be paid the allowance on a pro rata basis.
- 51.7 The allowance will count as salary for all purposes.

### **52. Dual Trade Market Allowance**

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

### **53. Availability Allowance**

53.1 Subject to clause 53.2, 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 PWC's particular operational requirements on a given day,

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

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

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

53.3 clause 53.2 applies to employees in receipt of the call out component of the Extra Duty Allowance, but does not apply on annualised salary arrangements that incorporate or provide allowances for these provisions.

### **54. Consolidated Disability Allowance**

54.1 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 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.

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

54.3 Employees in the Technical Specialist stream working in the conditions described in clause 54.2 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.

54.4 The allowance will count as salary for all purposes.

## **55. Extra Duty Allowance**

55.1 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 74.1) 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).

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

55.3 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% |

55.4 In special cases the CEO may determine a further additional hours component to that stated in clause 55.3(f), which will not count as salary for any purpose.

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

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

- |     |   |     |
|-----|---|-----|
| (a) | participation in the call out roster on a 1 in 4 less<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% |

55.7 Subject to any relevant governing legislation and clause 55.4, the additional hours component and the call out component of the EDA will count as salary for the following purposes:

- (a) superannuation;
  - (b) workers compensation purposes;
  - (c) recreation leave and personal leave that accrued after 1 January 2002;
  - (d) long service leave that accrued after 1 January 2004; and
  - (e) all other forms of paid leave under the Agreement.
- 55.8 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.
- 55.9 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.
- 55.10 Both initial requests and subsequent requests for review of EDA will require the approval of the CEO. In relation to the annual review process, General Managers are required to submit supporting information regarding the proposed utilisation of EDA within their business unit for the following year, by 1 December of the current year to:
- (a) identify eligible individuals;
  - (b) specify proposed levels of extra duty allowance for each individual; and
  - (c) include details of the actual performance of additional hours and call out for the current EDA year for each individual, in support of the levels proposed for the following year.

## **56. Higher Duties Allowance**

- 56.1 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.
- 56.2 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.
- 56.3 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.
- 56.4 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.
- 56.5 An employee acting in an Executive Contract position will receive payment in accordance with whichever of the following options constitutes the greatest benefit to the employee:
- (a) at the pay level within the following classifications that first constitutes an increase compared with the remuneration received by the employee in their nominal position:

- (i) the NTPS Senior Administration Officer or Executive Officer level in the case of an employee acting in an Executive Contract Manager position; or
    - (ii) the NTPS Executive Officer level in the case of an employee acting in an Executive Contract Officer position; or
  - (b) at a level that constitutes a 5% increase compared with the remuneration received by the employee in their nominal position.
- 56.6 For the purposes of this clause, remuneration means salary plus any allowances or bonuses to which the employee is entitled under this Agreement.

## **57. Professional Development Allowance**

- 57.1 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.
- 57.2 Payment of the allowance is subject to the following qualifying periods, amounts and conditions:
- (a) the annual Professional Development Allowance entitlement year is 1 January to 31 December, and continuous service is determined as at 1 January each year and in accordance with Schedule 2;
  - (b) an employee can only make one claim per Professional Development Allowance entitlement year up to the employee's maximum annual Professional Development Allowance entitlement;
  - (c) reimbursement can be made at any time during the financial year where the employee has reached their maximum Professional Development Allowance entitlement on production of sufficient evidence to substantiate the employee's professional development costs;
  - (d) reimbursement will be in the form of a lump sum;
  - (e) the allowance will not count as salary for any purpose;
  - (f) the allowance will apply to part-time employees on a pro rata basis based upon their contracted hours of employment;
  - (g) an advance payment of the allowance may be approved at the employee's request in circumstances where the employee is required to meet substantial costs in advance for an approved professional development activity, e.g. an interstate conference;
  - (h) as part of the performance planning and review process, an employee and their manager may agree to forward plan a professional development activity that may incorporate more than one years' allowance, e.g. an overseas conference; and
  - (i) the production of sufficient evidence by the employee substantiating professional development costs and activity/activities incurred, or to be incurred by them, and providing evidence that the employee attended the activity/activities.

- 57.3 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 PWC;
  - (c) subscriptions to technical / business publications;
  - (d) the purchase of technical books; and
  - (e) air travel to conferences (up to 50% of the allowance).

57.4 The Professional Development Allowance is not paid as a substitute for PWC development programs.

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

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

58.2 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.

## **59. HV Field Operator Allowance**

59.1 An employee will be paid a fortnightly allowance at the rate specified in Schedule 2 when:

- (a) performing the duties of a HV Field Operator on a full-time basis; or
- (b) working within a HV Field Operator role on a full-time basis continuously for a minimum period of four weeks; or
- (c) permanently residing in a regional area and employed in the role of Linesman and/or Electrical Fitter Mechanic and:
  - (i) is deemed suitably competent, qualified and authorised by PWC; and
  - (ii) undertakes complex HV field switching and/or zone sub-station switching on a regular basis.

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

59.3 The allowance will count as salary for all purposes.

## **60. Relocation Allowance**

60.1 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 PWC, the employee may be paid a relocation allowance to assist with their immediate accommodation needs.

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

- (a) an employee only; and

- (b) an employee with a resident family unit.
- 60.3 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 PWC.
- 60.4 Where an employee is provided with accommodation, PWC may approve payment of a relocation allowance of a once only payment of one fortnights allowance, irrespective of whether an accommodation cost is incurred.
- 60.5 Where an employee is not provided with accommodation PWC may approve payment of a relocation allowance for a period of up to:
  - (a) six fortnights; or
  - (b) 10 fortnights in case of a relocation to Katherine or Alice Springs, if it assists with recruitment and retention in these locations.
- 61. Relocation Expenses – Employment or Transfer**
  - 61.1 Where on employment, promotion, transfer, secondment, redeployment, or as a result of an inability process it is necessary for an employee to move from one location to another to take up duty, PWC 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 PWC to assist the person to relocate.
  - 61.2 PWC 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.
  - 61.3 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.
  - 61.4 An employee who is transferred as a result of any disciplinary action will pay the whole cost of transfer.
  - 61.5 An employee may, with the approval of PWC, 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.
  - 61.6 The insurance in clause 61.5 does not include insurance payable for:
    - (a) collections or valuables; or
    - (b) motor vehicles.
  - 61.7 PWC will not accept any liability for loss or damage in respect of removal of items under clause 61.6.

- 61.8 An employee will not be entitled to any compensation from PWC for losses or damages arising from the removal, except where the removal is performed by PWC, in which case compensation may be allowed under such conditions approved by the CEO.
- 61.9 Any payment made under this clause is in addition to any payment made under the Relocation Allowance.

## **62. Team Leader Allowance**

- 62.1 An employee at a salary level up to and including the Band 2 maximum may be appointed as a team leader if the employee is responsible for supervising a work team comprising:
- (a) four 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.
- 62.2 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 PWC), 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.
- 62.3 Team leaders will receive a fortnightly allowance equivalent to 5.6% of the Band 2.3 fortnightly salary rate.

## **63. Travelling Allowance**

- 63.1 Subject to this clause, an employee will be paid a travelling allowance when the employee is travelling on duty and is required to be absent overnight from their base employment location.
- 63.2 The travelling allowance payable will be at the rate determined by the Commissioner, or where that allowance is not considered appropriate in respect of a particular travel situation, such greater or lesser allowance the CEO considers appropriate.
- 63.3 An employee will not be entitled to travelling allowance (except for the incidentals component):
- (a) where PWC provides reasonable accommodation and/or meals at no cost to the employee, regardless of whether the employee utilises the PWC 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.
- 63.4 Where an employee is required to be absent from their base employment location for a period in excess of 14 days (including for the purposes of planned personal development or job rotation), prior to the employee commencing travel, the employee and the relevant Executive General Manager may consider the type of accommodation provided and review the travel allowance payable and substitute it with an alternative amount.



#### **64. Hardship Accommodation Allowance**

- 64.1 In addition to applicable travel allowance under clause 63, employees utilising PWC accommodation facilities annexed to remote power stations will be entitled to a hardship accommodation allowance at the rate specified in Schedule 2 in recognition of the noise and hardship experienced when staying in these facilities compared with standard accommodation.

#### **65. Tool Allowance**

- 65.1 PWC will provide tradespersons with all necessary power tools and specific purpose tools.
- 65.2 An employee will give a receipt for any tools provided to them by PWC.
- 65.3 An employee will replace or pay for any tools supplied by PWC which are lost as a result of negligence on the part of the employee.
- 65.4 Where PWC 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.
- 65.5 The allowance will count as salary for all purposes.

#### **66. Damaged Clothes and Tools**

- 66.1 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, PWC 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 PWC.
- 66.2 PWC will provide a suitable and secure weatherproof lockup for the purpose of storing an employee's tools. Upon the production of receipts PWC 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 PWC's premises. Such compensation will not exceed \$490.
- 66.3 Any employee will, if requested to do so, provide PWC with a list of their tools used or stored on PWC's premises.

#### **67. Motor Vehicle Allowance**

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

#### **68. First Aid Allowance**

- 68.1 Except for employees for whom clause 54 applies, a person holding a nationally accredited Provide First Aid (HLTAID011) qualification or equivalent and who is appointed as a PWC first aid officer, will be paid an allowance at the rate set out at Schedule 2.
- 68.2 The allowance will count as salary for all purposes.

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

**69. Northern Territory Allowance**

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

69.2 Where an employee who is eligible to receive the allowance under clause 69.1 ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purpose.

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

### **70. Hours of Work (Non-shiftworkers)**

- 70.1 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 weeks up until 8 April 2026.
- 70.2 From 9 April 2026 the minimum full-time ordinary hours of duty for all employees will be 36.75 hours a week, 73.5 hours per fortnight, or 147 hours over four weeks.
- 70.3 For the purpose of clause 70.2, the parties will consult on the affect and implementation of the reduced working hours in accordance with the Management of Change provisions at clause 17 of this Agreement.
- 70.4 The span of hours will be 6.00am – 6.00pm Monday to Friday.
- 70.5 The actual hours of attendance and the timing and taking of accumulated hours (including RDO, TOIL and flextime), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to PWC, its customers and the workforce, and specifically ensuring that there is ordinary time cover within the span of hours, staffing levels permitting.
- 70.6 Staggered start and finish times may be used in the performance of ordinary hours to accommodate operational requirements and the personal needs of employees.
- 70.7 Rosters/coverage will be prepared in consultation with employees and agreed with individual employees within each business unit.
- 70.8 An employee may be required to work reasonable additional hours at any time that the employee is required.
- 70.9 Employees are expected to be available to work reasonable additional hours if required by PWC. 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 PWC or work unit;
  - (f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

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

## **71. Rostered Days Off**

- 71.1 Trade Technical employees are entitled to the following RDO arrangements. The flextime provisions of clause 72 apply to all other (non-shiftwork) employees.
- 71.2 Unless varied by mutual agreement to suit work scheduling or personal arrangements:
- (a) Up until 8 April 2026, In exchange for working 8.33 hours per day, a Trade Technical employee is entitled to one RDO per fortnight, which will be rostered on a Friday;
  - (b) From 9 April 2026, In exchange for working 8.16 hours per day, a Trade Technical employee is entitled to one RDO per fortnight, which will be rostered on a Friday; and
  - (c) If a Trade Technical employee is rostered for call out on an RDO, the employee may take the RDO on another day.
- 71.3 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.
- 71.4 Up to five RDOs may be "banked" by agreement between a Trade Technical employee and PWC, provided that an RDO must be used at an agreed time within three months from the date on which it was banked.
- 71.5 Where agreement cannot be reached in relation to the timing for use of banked RDOs, the RDOs will be cashed out at single time.
- 71.6 Subject to clause 71.7 RDOs do not accrue whilst an employee is on any form of paid or unpaid leave.
- 71.7 RDOs may accrue whilst an employee is on personal or recreation leave provided the relevant leave balance is reduced in line with clause 71.2(a).

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

- 72.1 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 PWC's requirements.
- 72.2 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.

- 72.3 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 weeks up until 8 April 2026;
  - (c) from 9 April 2026 the minimum full-time ordinary hours of duty being 36.75 hours a week, 73.5 hours per fortnight or 147 hours over four weeks;
  - (d) agreement with the direct manager that flextime is operationally suitable for the work unit and employee;
  - (e) 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
  - (f) review of the arrangement at any time (following consultation), based on changing operational requirements or employee performance under the arrangement.
- 72.4 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.
- 72.5 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 PWC, 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.
- 72.6 Hours worked towards the accrual of flextime credits accrue on a time for time (i.e. single time) basis.
- 72.7 Subject to clause 72.8, a maximum of five days worth of flextime credits may be “banked” by agreement between an employee and PWC. A banked flextime credit must be used at an agreed time within three months from the date on which it was banked. Where an employee is unable to use their flextime credits within the four week period, the employee and manager must have a discussion to plan a way to address the excess credit within the next four weeks.
- 72.8 Upon written request, the CEO may approve banking of flextime arrangements outside of the parameters set out in clause 72.7 if the employee considers that an exception from the general rule is appropriate in the circumstances.

### **73. 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.

## **74. Overtime**

- 74.1 For the period up to 17 July 2024, 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.
- 74.2 Effective from 18 July 2024, an employee paid a salary above pay point 1 of the Senior Technical Coordinator, or in the Band 4 ACS or Band 4 SEP classification, 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.
- 74.3 Overtime work is not to be performed without prior approval being given by PWC.
- 74.4 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.
- 74.5 Rest Period
- (a) As a general rule, employees should have a break from work ("rest period") of at least 10 consecutive hours, (including travelling time) between the commencement/cessation of overtime worked and recommencement/cessation of work at ordinary time.
  - (b) Where an employee has worked overtime to such an extent that the employee has not had a rest period as set out in clause 74.5(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 74.5(b) is with pay at ordinary time.
- 74.6 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 in clause 74.5, 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.

#### 74.7 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 74.8. 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.
- (d) Where the actual hours worked during any single response or multiple response (cumulative) to telephone calls and computer alarms between 10 pm and one and a half hours before normal start time is less than four hours, and where exceptional circumstances exist, the manager may consider an appropriate stand down period without loss of pay, relevant to the particular circumstances.

#### 74.8 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.

#### 74.9 Application of overtime provisions in call-back situations

- (a) Where an employee in receipt of availability allowance or the call out component of the Extra Duty Allowance is required to:
  - (i) work scheduled or pre-planned overtime that is not continuous with ordinary duty (call-back), the provisions of this clause will apply in relation to rest periods, rate of payment and minimum payments; or
  - (ii) respond to telephone calls and computer alarms, where the employee does not need to leave home, the provisions of clause 74.7 will apply.
- (b) In all other circumstances, the provisions of clause 75 (Call Out Arrangements) will apply.

#### 74.10 Excess Travelling Time

- (a) Subject to the provisions of this clause, an employee who is required to report for duty at a place other than their normal place of employment is entitled to TOIL or to

be paid for excess travelling time at the appropriate rate in accordance with clause 74.11.

- (b) An employee who receives a salary that is at or below the first pay point of the Band 2 is entitled to be paid for excess travelling time.
- (c) An employee who receives a salary in excess of the first pay point of Band 2 and up to the top pay point of the Band 3, is eligible to accrue TOIL that is to be taken within three months or as agreed with the Chief Executive Officer.
- (d) An employee who receives an allowance in lieu of overtime or extra duty allowance is not eligible for TOIL or payment for excess travelling time.

*Note: refer to clause 43.8 for TOIL eligibility for Technical Coordinators*

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

#### 74.11 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.

### 75. Call Out Arrangements

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

75.2 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.

75.3 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.

75.4 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.



- 75.5 In order to limit the risk of fatigue-related impairment, the following work arrangements shall apply:
- (a) the maximum allowable time to be available for call out (on call) is two consecutive weeks, after which an employee must take one week off from being on call;
  - (b) after being on call in a pattern of two weeks on, one week off continuously for eight weeks, an employee must take three consecutive weeks off from being on call, after which the pattern of two weeks on call, one week off on call, may resume;
  - (c) variations to clause 75.5(a) and 75.5(b) may only occur in exceptional circumstances and will require the employee and manager to identify and assess factors, which may contribute to or increase the risk of fatigue. This assessment will inform control measures that need to be implemented to mitigate the risk of fatigue. Any variations will require agreement from the employee and requesting manager and must be recorded.
- 75.6 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.
- 75.7 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 hours in total, the nominated team leader in conjunction with Technical Coordinators and/or System Control 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 hours before normal start time is three hours or more, the employee will be entitled to a rest period of 10 hours commencing on completion of the last job (when the employee has advised System Control that the employee has completed the allocated work and returned home).
  - (e) Where the actual hours worked during any single call out or multiple call outs (cumulative) between 10 pm and one and a half hours before normal start time is less than three hours, and where exceptional circumstances exist, the manager may consider an appropriate stand down period without loss of pay, relevant to the particular circumstances.
  - (f) Subject to clause 75.4, regardless of any entitlement to a rest period, an employee who is rostered for call out must remain available for call out.
- 75.8 Call out times and minimum payments
- (a) Subject to clause 75.8(d), the minimum payment for an employee in a call out situation will be two hours at double time, or two 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 hours and the employee has not returned home.
- (c) A call out received during the minimum payment period of two 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.

## **76. Relief for Regional Centres**

- 76.1 The parties recognise that from time to time it will be necessary to send employees to Alice Springs, Katherine, Tennant Creek, Jabiru and Yulara ("regional centres") to provide relief for periods of unplanned leave, planned leave and to cover recruitment action.
- 76.2 The parties acknowledge that to assist in such situations, early advice from the employees at the regional centre is required where operationally possible.
- 76.3 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 PWC as soon as practicable;
  - (d) the supervisor will notify the General Manager of the business unit that a request has been received from the regional centre and keep them informed of the progress to provide relief staff.
- 76.4 PWC recognises that the appropriate resourcing of regional centres, as referred to in clause 76.1, is essential for:
  - (a) delivering essential services;
  - (b) managing the risks of fatigue; and
  - (c) providing for employees to achieve an appropriate work-life balance.
- 76.5 PWC commits to developing a resourcing strategy for regional centres in line with the elements referred to in clause 76.4.
- 76.6 The strategy will be completed within 12 months of commencement of the Agreement and be developed in consultation with the relevant unions.
- 76.7 PWC will continue to manage regional resourcing in line with normal practices. In addition, PWC will commence implementation of any strategy referred to in clause 76.5 as soon as reasonably practicable after development and approval.

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

- 77.1 Employees, other than shiftworkers, will not be required to work for more than five continuous hours without a meal break of not less than half or more than one hour.
- 77.2 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 hours continuous work, in which case no penalty payment will apply.
- 77.3 Overtime Meal Breaks and Allowances
- (a) There will be no meal break taken or meals supplied or payment in lieu unless the employee continues working after the time the employee becomes entitled to a meal break.
  - (b) When a meal break is taken it will not be counted as time worked when calculating the entitlement to a second or subsequent meal break.
  - (c) When one and a half hours overtime or more is worked immediately before the commencement of ordinary hours, the employee will be allowed a meal break of 20 minutes which will be paid at ordinary rates and will be taken immediately before the commencement of ordinary time.
  - (d) When one and a half hours overtime or more is to be worked immediately after the ordinary hours the employee will be allowed a meal break of 20 minutes which will be paid at ordinary rates and will be taken at the conclusion of ordinary hours.
  - (e) PWC and the employee concerned may agree to a variation of this provision to accommodate particular circumstances, but in no case will PWC be required to make any payment with respect to any time allowed in excess of 20 minutes.
  - (f) Where an employee is required to work overtime which is not immediately before or after ordinary hours the employee will be allowed a meal break of 20 minutes without deduction of pay after each four 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 77.3(c) to 77.3(g) will be allowed a second or subsequent meal break of 20 minutes without deduction of pay after each further four 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 PWC 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.

## **78. Recreation Leave Airfares**

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

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 air fare in conjunction with travelling time under 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. Shiftwork**

79.1 For the purposes of this clause:

(a) **day shift** means any shift starting at or after 6.00 am and before 10.00 am.

(b) **afternoon shift** means any shift starting at or after 10.00 am and before 8.00 pm.

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

79.2 Up until 8 April 2026, the ordinary working hours of shiftworkers will be 37.5 per week, which can be averaged over the relevant roster cycle worked in shifts including such time as by mutual arrangement may be taken for meals.

79.3 From 9 April 2026, the ordinary working hours of shiftworkers will be 36.75 per week, which can be averaged over the relevant roster cycle worked in shifts including such time as by mutual arrangement may be taken for meals.

79.4 The following conditions apply to the preparation of shift rosters:

(a) employees must not be rostered to work more than eight shifts in any nine consecutive days, or not more than five shifts in any nine 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 weeks prior notice, unless a lesser notice period is agreed by all affected employees.

79.5 PWC may require an employee to work a different shift to their rostered shift. An employee's shift will not be changed by PWC except by one 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.

79.6 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%

79.7 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.

- 79.8 Penalty rates in clauses 79.6 and 79.7 are not cumulative, with rates in clause 79.7 substituting clause 79.6.
- 79.9 Where in a cycle of shifts on a regular roster an employee is required to perform roster duty on each of the days of the week, in respect of a public holiday (or day observed in lieu thereof) which occurs on a day on which the employee is rostered off duty, the employee will be entitled to:
- (a) one days recreation leave credit, or in the case of an employee with excess recreation leave entitlements, one additional days ordinary pay; or
  - (b) the relevant number of hours recreation leave credit, or in the case of an employee with excess recreation leave credits, the relevant number of hours as ordinary pay, where the public holiday is a partial calendar day.
- 79.10 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.
- 79.11 A shiftworker, other than a casual employee, not engaged in continuous shiftwork, who works on a Sunday or public holiday and (except for meal breaks) immediately thereafter continues that work will, on being relieved from duty, be entitled to be absent until the employee has had 10 consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during that absence.
- 79.12 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 months duration, whilst continuing to be paid in accordance with their usual shiftworker terms and conditions. For periods in excess of three months, employees will be paid in accordance with the terms and conditions of this Agreement applying to non-shiftworkers.
- 79.13 Reasonable additional hours and overtime for shiftworkers will be subject to clauses 70.8 and 70.9.

## **PART 7 – TYPE OF LEAVE AND PUBLIC HOLIDAYS**

### **80. Public Holidays**

- 80.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 80.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act 1981* (NT).
- 80.3 An employee will observe any day proclaimed or gazetted as a public holiday.
- 80.4 Payment for work on a public holiday is specified in clause 74 (Overtime).
- 80.5 PWC 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.

### **81. Compassionate Leave**

- 81.1 An employee may take up to five days of compassionate leave for each occasion when:
- (a) a member of the employee's immediate family or household:
    - (i) contracts or develops a personal illness that poses a serious threat to their life; or
    - (ii) sustains a personal injury that poses a serious threat to their life; or
    - (iii) dies.
  - (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.
- 81.2 An employee may take up to three days of compassionate leave on each occasion of the death of a member of the employee's extended family.
- 81.3 An employee may take up to three days of compassionate leave if they or their partner experiences a miscarriage.
- 81.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.
- 81.5 Compassionate leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.
- 81.6 The CEO may approve an additional period of unpaid compassionate leave on request.
- 81.7 Notice and evidence Requirements
- (a) An employee must provide the CEO with notice of the taking of compassionate leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.

- (b) Subject to clause 81.7(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.
- (c) In relation to leave under clause 81.3 (miscarriage), the employee must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

## **82. Long Service Leave**

- 82.1 Subject to the provisions below, By-law 8 (Long Service Leave), as varied from time to time, will apply to PWC employees.
- 82.2 An employee is required to use a long service leave entitlement within three 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.
- 82.3 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.
- 82.4 Only prior service with the NTPS, an NTPS apprentice employer or the Australian Defence Force will be recognised for the purposes of long service leave.
- 82.5 The minimum period of long service leave that an employee may be granted is seven calendar days.

## **83. Parental Leave**

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

### **83.1 Application**

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

- (a) the birth of a child of the employee or the employee's spouse (including the birth of a child by way of a surrogacy arrangement);
- (b) the placement of a child with the employee for adoption; or
- (c) the placement of a child with the employee under a long term or permanent care order; and

the employee has or will have responsibility for the care of the child.

## 83.2 Definitions

For the purpose of this clause:

- (a) **child** means:
  - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee, the employee's spouse or the employee's legal surrogate; or
  - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with the employee; or
  - (iii) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who will be placed with the employee under a long term or permanent care order.
- (b) **continuous service** means the employee's continuous period of employment with the employer and, where relevant, any continuous period of employment within an agency for the purposes of the *Financial Management Act 1995* that immediately preceded NTPS employment (i.e. no break in service between employment). An employee's service will be continuous despite any periods of authorised paid leave, or periods of authorised unpaid leave that are expressly stated as counting for the purposes of service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.

Where an employee is employed under two or more separate contracts of employment at the same time, as permitted under s 38A of the PSEM Act, and the employee requires parental leave under each contract, continuous service will be determined with respect to the total period of service with the employer.
- (c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:
  - (i) the day on which the employee first takes parental responsibility for the child; or
  - (ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.
- (d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:
  - (i) at least 12 months; or
  - (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:
    - A. the employer terminated the previous engagement;
    - B. the employee was re-employed within three months after termination of the previous engagement; and



C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.

- (e) **medical certificate** means a certificate signed by a medical practitioner.
- (f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 83.10.
- (h) **primary caregiver** means the person who is the primary carer of a child at and immediately following the time of birth or day of placement of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.

### 83.3 Summary of parental leave entitlements

| Type of parental leave                                   | Eligibility (continuous service)   | Paid leave   | Unpaid leave  | Total   |
|--|--|--|---|---|
| <b>Primary caregiver parental leave (clause 83.8)</b>    | Less than 39 weeks or eligible casual employee   | Nil  | 52 weeks  | 52 weeks  |
|  | Between 39 weeks and 12 months   | Between 1 and 14 weeks*  | Between 38 and 51 weeks                                   | 52 weeks  |
|  | At least 12 months   | 14 weeks   | 142 weeks   | 3 years   |
|  | At least 4 years and 35 weeks  | Between 15 and 18 weeks*   | Between 138 and 141 weeks                                 | 3 years   |
|  | At least 5 years   | 18 weeks   | 138 weeks   | 3 years   |
|  | <i>*Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The table in clause 83.8 is used to calculate the amount of pro rata leave.</i> |  |   |   |
| <b>Partner leave (clause 83.9)</b>                       | Less than 12 months or eligible casual employee  | Nil  | 52 weeks  | 52 weeks  |
|  | At least 12 months   | 1 week   | 155 weeks   | 3 years   |
|  | At least 5 years   | 2 weeks  | 154 weeks   | 3 years   |
| <b>Pre-natal leave (clause 83.4)</b>                     | All employees (excludes casuals)   | 8 hours  |   | 8 hours   |
| <b>Leave for pregnancy-related illness (clause 83.5)</b> | All employees  | (No paid leave under parental leave. Employee can elect to use accrued paid personal leave entitlements) | The period a medical practitioner certifies as necessary  | The period a medical practitioner certifies as necessary  |
| <b>No safe job leave (clauses 83.6(f) and 83.6(g))</b>   | Where an employee is not entitled to primary   | Nil  | For the entire risk period (as defined in clause 83.6(a)) | For the entire risk period (as defined in clause 83.6(a)) |

| Type of parental leave  | Eligibility (continuous service)                                  | Paid leave   | Unpaid leave   | Total   |
|---|---|--|--|---|
|   | caregiver parental leave  |  |  |   |
|   | Where an employee is entitled to primary caregiver parental leave | For the entire risk period (as defined in clause 83.6(a))                                |  | For the entire risk period (as defined in clause 83.6(a)) |
| <b>Pre-adoption leave/ permanent care order application (clause 83.7)</b> | Less than 12 months service or eligible casual employees          | Nil  | 2 days   | 2 days  |
|   | At least 12 months service  | 2 days   |  | 2 days  |
| <b>Special maternity leave (miscarriage) (clause 83.11(b))</b>            | All employees   | Compassionate leave is available ( <i>Accrued paid personal leave may be available</i> ) | The period a medical practitioner certifies as necessary | The period a medical practitioner certifies as necessary  |
| <b>Special maternity leave (stillbirth) (clause 83.11(c))</b>             | All employees   | As for primary caregiver parental leave<br>Compassionate leave is also available         | As for Primary caregiver parental leave                  | As for Primary caregiver parental leave                   |

#### 83.4 Pre-natal leave

- (a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling eight hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to eight hours unpaid leave per pregnancy.
- (b) An employee must comply with the notice and evidence requirements set out in clause 83.12 to access pre-natal leave.

#### 83.5 Leave for pregnancy-related illness

- (a) A pregnant employee who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.
- (b) An employee is entitled to take such period of leave as a medical practitioner certifies as necessary.
- (c) The period of leave taken because the employee has a pregnancy related illness will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (d) An employee may elect to use their accrued paid personal leave entitlements instead of taking unpaid leave.

- (e) Leave for a pregnancy related illness must end before the employee starts primary caregiver parental leave.
- 83.6 Transfer to an appropriate safe job
- (a) This clause applies where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work for a stated period (the **risk period**).
  - (b) The CEO will (if there is an appropriate safe job available and if reasonably practicable) transfer the employee to an appropriate safe job during the risk period.
  - (c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.
  - (d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.
  - (e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
  - (f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:
    - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
    - (ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and
    - (iii) the employee has complied with the notice and evidence requirements set out in clause 83.12 for taking primary caregiver parental leave.
  - (g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:
    - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
    - (ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e. a pregnant casual employee who does not meet the definition of eligible casual employee); and
    - (iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.

- (h) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

#### 83.7 Pre-adoption or permanent care order application leave

- (a) An employee seeking to adopt a child is entitled to take two days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:
  - (i) in order to obtain approval for the employee's adoption of a child; or
  - (ii) when making an application for a permanent care order.
- (b) Leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.
- (d) An employee must comply with the notice and evidence requirements set out in clause 83.12 to access pre-adoption leave.

#### 83.8 Primary caregiver parental leave

- (a) Primary caregiver parental leave is available to full-time, part-time and eligible casual employees who will be the primary caregiver of the child.
- (b) Entitlement to primary caregiver parental leave
  - (i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.
  - (ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.
  - (iii) Subject to clause 83.8(b)(v), an employee with at least 39 weeks continuous service, but less than four years and 35 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:
    - A. Paid leave according to the following formula, up to a maximum of 14 weeks:
 

|  |        |   |
|--|--------|---|
| Number of weeks<br>continuous<br>service | - 38 = | Number of weeks paid parental<br>leave (up to a maximum of 14<br>weeks) |
|--|--------|---|
    - B. Unpaid leave for the remaining balance of the following total leave periods:

- 1) 52 weeks for employees with less than 12 months continuous service; or
- 2) 3 years for employees with 12 months continuous service or more.

*Note: Employees with 12 months continuous service will be entitled to 14 weeks paid and 142 weeks unpaid primary caregiver parental leave.*

*Examples:*

*Employee with 50 weeks continuous service at the birth receives 12 weeks paid leave (50-38=12) and 40 weeks unpaid leave (52-12=40).*

*Employee with 2 years continuous service at the birth receives 14 weeks paid leave (104-38=66, but the 14 week maximum applies) and 142 weeks unpaid leave (156-14=142).*

- (iv) Subject to clause 83.8(b)(vi) an employee with at least four years and 35 weeks continuous service at the time of commencing parental leave is entitled to up to three years primary caregiver parental leave, comprising of (A) and (B) below:

- A. Paid parental leave according to the following table, up to a maximum of 18 weeks:

| Continuous service at commencement of Parental leave: | Total number of weeks paid parental leave: |
|---|--|
| 4 years 35 weeks                                      | 15   |
| 4 years 36 weeks                                      | 16   |
| 4 years 37 weeks                                      | 17   |
| 4 years and 38 or more weeks                          | 18   |

Any part of a week is rounded up to constitute a full week.

- B. Unpaid parental leave for the remaining balance of the total leave period up to three years.

*Note: All employees with 5 years continuous service will be entitled to 18 weeks paid and 138 weeks unpaid primary caregiver parental leave.*

*Examples:*

*Employee with 4 years and 35 weeks continuous service at the birth receives 15 weeks paid leave and 141 weeks unpaid leave (156-15=141).*

*Employee with 5 years and 36 weeks continuous service at the birth receives 16 weeks paid leave and 140 weeks unpaid leave (156-16=140).*

- (v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 83.8(b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with the Recovery of Overpayment procedures.

- (vi) Employees with at least 4 years and 35 weeks but less than five years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 83.8(b)(iv), provided they will achieve five years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving five years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with the Recovery of Overpayment procedures.

*Note: Parental leave cannot be granted beyond a date which, but for the grant of leave, would have been the employee's cessation date or end of fixed period employment contract to accommodate achieving service requirements for paid parental leave entitlements.*

- (vii) For the avoidance of doubt, only one parent of an NTPS employee couple is entitled to receive primary caregiver parental leave in respect to the birth, adoption or long term or permanent care placement of their child.

(c) Commencement of primary caregiver parental leave

Primary caregiver parental leave will commence in accordance with the following table:

| Type of parental leave   | Commencement of primary carer parental leave   |
|--|--|
| Associated with the birth of a child   | Any time within six weeks immediately prior to the expected birth of the child as nominated by the pregnant employee but no later than the date of birth of the child. |
| Associated with the adoption of a child, or the placement of a child under a permanent or long term care order | Any time within the two weeks immediately before the placement but no later than the day of the placement.   |
| All other cases  | The date of birth or the placement.  |

(d) Exemptions to primary caregiver parental leave

- (i) An employee is not entitled to primary caregiver parental leave in circumstances where:
- A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 83.2(h); or
  - B. the employee has taken (or is eligible for) partner leave entitlements under clause 83.9 in relation to the child.

*Note: It is not intended for an employee to access primary caregiver leave where they are providing spousal support in circumstances where their spouse, the birth giver, had a caesarean section. There will be exceptions, for example, where the birth giver suffers a post-natal medically certified condition that prevents them from caring for their new born child, but not where they voluntarily choose not to.*

- (ii) For the avoidance of doubt, only one parent can receive primary caregiver parental leave in respect to the birth or placement of the child.

### 83.9 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. (*Note: 'primary caregiver is defined in clause 83.2(h)*)

#### (a) Entitlement to partner leave

- (i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.
- (ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
  - A. 1 week paid partner leave, and
  - B. 155 weeks unpaid partner leave.
- (iii) An employee who has completed at least five years continuous service at the time of commencing partner leave is entitled to up to three years partner leave, comprising of:
  - A. 2 weeks paid partner leave, and
  - B. 154 weeks unpaid partner leave.

#### (b) Taking partner leave

- (i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).
- (ii) Partner leave must not extend beyond the following periods:
  - A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.
  - B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: three years from the date of birth or placement of the child.
- (iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to eight weeks of their total partner leave entitlement in clause 83.9(a) in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise.

- (iv) An employee must comply with the notice and evidence requirements set out in clause 83.12 in order to access partner leave.

*Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 83.9(b)(iii) or the combined parental leave provisions in clause 83.10.*

(c) Paid partner leave – change in carer responsibilities within certain time period

- (i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under clause 83.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:
  - A. the employee's spouse is the primary caregiver at and immediately following the birth or placement of the child;
  - B. the employee's spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least five years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
  - C. as a consequence of the employee's spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child's physical needs more than anyone else; and
  - D. the employee has complied with the notice and evidence requirements set out in clause 83.12.
- (ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from employee's spouse and:
  - A. for employees with at least 12 months but less than five years continuous service: 14 weeks from the birth or placement of the child; or
  - B. for employees with at least five years continuous service: 18 weeks from the birth or placement of the child.

83.10 Combined parental leave

- (a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:
  - (i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to three years parental leave;
  - (ii) each employee is eligible for paid parental leave; and



- (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.
- (b) Combined parental leave is subject to the following requirements:
  - (i) compliance with the notice and evidence requirements for taking parental leave set out in clause 83.12;
  - (ii) a maximum of two interchanges of employees sharing combined parental leave; and
  - (iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.
- (c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.

#### 83.11 Special maternity leave

- (a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.
- (b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy
  - (i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.
  - (ii) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
  - (iii) An employee may also be eligible for paid compassionate leave in accordance with clause 81.
- (c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act
  - (i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (clause 83.8) as if the child had been born alive.
  - (ii) An employee may also access compassionate leave in accordance with clause 81.

#### 83.12 Notice and evidence requirements

- (a) An employee must give the CEO the required notice and evidence in accordance with the below table in order to access parental leave.

- (b) An employee who fails to give the required notice in respect to parental leave will not be in breach of this clause if the failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date, or in other compelling circumstances. In these circumstance the notice and evidence required must be provided as soon as practicable.

|   | Timeframe to provide notice                  | Types of notice required   | What must be included in the notice   |
|---|--|--|---|
| <b>Primary caregiver parental leave (clause 83.8) and partner leave (clause 83.9)</b> |  |  |   |
| <b>Intention to take primary caregiver leave or partner leave</b>                     | 10 weeks prior to commencement date of leave | <b>Written notice</b> and <b>evidence</b> that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)   | Confirmation that the employee intends to take leave and the proposed start and end dates.  |
| <b>Prior to commencement of the primary caregiver leave or partner leave</b>          | 4 weeks prior to commencement date of leave  | <b>Written notice</b> and <b>evidence</b> that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)<br><br>And a <b>statutory declaration</b> | <b>Written notice:</b> confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and<br><u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or<br><u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or the expected placement, of the child.<br><br><b>Statutory declaration:</b><br><u>if the request is for primary caregiver leave:</u> a statement that the employee will become the primary caregiver at all times while on leave; or<br><u>if the request is for partner leave:</u> a statement that the employee will have responsibility for the care of the child at all times while on leave. |

|   | Timeframe to provide notice   | Types of notice required   | What must be included in the notice   |
|---|---|--|---|
| <b>Pregnancy related illness (clause 83.5)</b>                              |   |  |   |
| <b>All circumstances</b>  | As soon as reasonably practicable (which may be a time after the leave has started) | <b>Written notice</b> and a <b>medical certificate</b>   | <b>Written notice:</b><br>the proposed start and end date of the leave<br><b>Medical certificate:</b><br>stating the employee is unfit for work for the stated period because of a pregnancy-related illness.                               |
| <b>Special maternity leave (clause 83.11)</b>                               |   |  |   |
| <b>Miscarriage or Stillbirth</b>  | As soon as reasonably practicable (which may be a time after the leave has started) | <b>Written notice</b> and a <b>medical certificate</b>   | <b>Written notice:</b><br>- the proposed start and end date of the special maternity leave<br><b>Medical certificate:</b><br>- stating the pregnancy has ended before the expected date of birth other than by the birth of a living child. |
| <b>Pre-adoption or permanent care order application leave (clause 83.7)</b> |   |  |   |
| <b>All circumstances</b>  | As soon as practicable (which may be a time after the leave has started)            | <b>Written notice</b> , and at the request of the CEO <b>satisfactory evidence</b> supporting the leave. | The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.                 |
| <b>Pre-natal leave (clause 83.4)</b>  |   |  |   |
| <b>Per occasion</b>   | As soon as reasonably practicable   | <b>Written notice</b> , and at the request of the CEO <b>satisfactory evidence</b> supporting the leave. | The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.  |

### 83.13 Keeping in touch days

- (a) During a period of parental leave, the CEO and employee may agree to the employee performing work for the purpose of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.
- (b) The CEO and employee can agree that the employee attend the workplace on up to 10 separate days for the purpose of keeping in touch.
- (c) An employee will be paid their ordinary rate of pay for the days (or part-days) work is performed. If the employee is on paid parental leave at the time, the employee's paid parental leave will be re-credited in respect to the days (or part-days) when work is performed.
- (d) The CEO may approve an amount of keeping in touch days in excess of 10 days.

### 83.14 Other employment while on parental leave

- (a) Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the employee's parental leave.
- (b) Where the CEO agrees, an employee on paid primary caregiver parental leave may return to duty where their child is hospitalised at birth, or following birth, to recommence parental leave at a later date when their child is no longer in hospital. In these circumstances, paid primary caregiver parental leave is deferred until the employee recommences their parental leave.
- (c) Any NTPS employment engaged in by an employee in accordance with this clause will not prevent the employee from re-commencing parental leave, nor will it extend the maximum period of parental leave (paid and unpaid entitlements) the employee is entitled to under this clause.
- (d) An employee may only engage in outside employment while on unpaid parental leave in accordance with the PSEM Act.

### 83.15 Extending parental leave

- (a) Where the initial period of parental leave is less than 12 months
  - (i) An employee who is on an initial period of parental leave of less than 12 months under clause 83.8 or 83.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
    - A. The employee notifies the CEO in writing at least four weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
  - (ii) An employee that has made a request to extend their parental leave in accordance with clause 83.15(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
    - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible

casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or

- B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed three years after the date of birth or day of placement of a child.

(b) Where the initial period of parental leave is more than 12 months

- (i) An employee who is on an initial period of parental leave of more than 12 months under clause 83.8 or 83.9 and is eligible for up to three years parental leave, is entitled to request that their period of parental leave be extended, provided that:
  - A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
  - B. the new end date of parental leave is not beyond three years after the date of birth or day of placement of the child.
- (ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 83.15(b)(i).
- (iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 83.18 below.

(c) For the avoidance of doubt, an employee who has taken three years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

#### 83.16 Superannuation contributions during parental leave

- (a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.
- (b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth) entitlements, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.
- (c) Eligibility
  - (i) An employee must have at least 12 months continuous service at the time of commencing parental leave.
  - (ii) This clause only applies in relation to the following forms of parental leave:
    - A. Primary Caregiver Parental Leave, as per clause 83.8.
    - B. Special Maternity Leave (stillbirth), as per clause 83.11(c).

- C. Clause 83.16(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 83.16(b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 83.9(c).

(iii) This clause does not apply to casual employees.

- (d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 83.16(b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

*For example, if an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under clause 83.16(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.*

- (e) This clause applies subject to superannuation scheme rules.

#### 83.17 Return to work after a period of parental leave

- (a) Returning to work within the first six weeks of birth
  - (i) An employee who is the birth giver and elects to return work within the first six weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to work early
  - (i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:
    - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period up to 52 weeks; or
    - B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.
  - (ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 83.18 below.
- (c) Cancelling leave or returning to work – stillbirth or death of a child

If a child is stillborn, or dies during the 24 month period starting on the child's date of birth, then an employee who is entitled to parental leave in relation to the child may:

- (i) before the period of leave starts, give the CEO written notice cancelling the leave; or

- (ii) if the period of leave has started, give the employer at least four weeks written notice that the employee wishes to return to work on a specified day.

(d) Returning to work at the conclusion of parental leave

Prior to the expiration of parental leave, an employee intending to return to work must notify the CEO in writing of their intention to return to work at least:

- (i) 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.

(e) Returning to work on reduced hours

- (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to six months in order to care for their child.
- (ii) Where an employee makes an election under clause 83.17(e)(i), notification must be given as soon as possible but no less than eight weeks prior to the date that the employee is due to return to work from parental leave.
- (iii) Part-time employment will be facilitated in accordance with clause 24.3 (Part-time employment).
- (iv) The CEO must facilitate an election made by an employee under this clause.
- (v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than six months.

- (f) Returning to pre-parental leave position
- (i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.
  - (ii) In circumstances where the employee has elected to return to work on reduced hours for up to six months in accordance with clause 83.17(e)(i) and the election cannot be accommodated as per clause 83.17(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.
  - (iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 83.6, the employee's pre-parental leave position will be the position the employee held prior to the appropriate safe job transfer.
  - (iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

#### 83.18 CEO review of certain employee requests

- (a) This clause applies to an employee's request to:
  - (i) extend parental leave (clause 83.15);
  - (ii) return to work early (clause 83.17(b)); or
  - (iii) reduce their ordinary hours of work for a period greater than 6 months (clause 83.17(e)(v)).
- (b) The CEO will consider an employee's request and respond in writing within 21 days.
- (c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 3(ii).
- (d) An employee request and the CEO's response must be recorded in writing.

#### 83.19 General conditions

- (a) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.
- (b) The total period of parental leave an employee is entitled to is inclusive of weekends, public holidays, programmed days off and rostered days off.
- (c) During a period of parental leave an employee may require parental leave for the birth, adoption or long term care placement of a subsequent child. An employee may elect, subject to notice and evidence requirements, to commence another



period of parental leave relating to the subsequent child in accordance with this clause.

(d) Parental leave at half pay

- (i) An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
- (ii) Where an employee utilises half pay parental leave, leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay.

*For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 83.19(h)(ii).*

- (iii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.

(e) Access to other leave entitlements while on parental leave

- (i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (ii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:
  - A. break the continuity of the period of parental leave; or
  - B. extend the maximum period of parental leave an employee is entitled to.

(f) Consultation and communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the CEO will take reasonable steps to:
  - A. make information available to the employee; and
  - B. provide the employee an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.
- (ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with 83.17(e).

- (g) Replacement employees
  - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
  - (ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:
    - A. temporary nature of the employment;
    - B. return to work rights of the employee who is being replaced; and
    - C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.
- (h) Effect of parental leave on service
  - (i) A period of parental leave does not break an employee's continuity of service.
  - (ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 83.19(d), service will only count for a period equal to taking the paid leave at full pay.
  - (iii) A period of unpaid parental leave will not count as service.

## **84. Foster and Kinship Carers leave**

84.1 Foster and Kinship Carers leave is available to an employee for the purpose of:

- (a) providing temporary care to a child of up to 18 years of age who is in authorised care (Carer Placement Leave); and
- (b) undertaking mandatory training and assessments associated with being a foster carer or a kinship carer (Carer Assessment and Training Leave).

84.2 Carer Placement Leave

- (a) An employee may access Carer Placement Leave where the employee is:
  - (i) an authorised foster carer or kinship carer with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*; and
  - (ii) entering into a care arrangement for a child who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.
- (b) Carer Placement Leave is available on commencing the placement of a child/ children into the employee's care for the first time, to help carers and children settle. It does not apply where there is an entitlement to parental leave.

- (c) Carer Placement Leave entitlements include up to 10 days of paid leave and up to 10 days of unpaid leave per calendar year. Leave can be taken in single days or multiple days.

#### 84.3 Carer Assessment and Training Leave

- (a) An employee may access up to five days paid Carer Assessment and Training Leave per calendar year.
- (b) The employee must be an authorised foster carer or kinship carer, or undertaking assessment and training to become an authorised foster carer or kinship carer, with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.

#### 84.4 Notice and evidence Requirements

- (a) An employee must provide the CEO with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.
- (b) Carer Assessment and Training Leave should be taken at a time that is agreed with the CEO.
- (c) An employee must provide the CEO with documentation from the department responsible for children in authorised care, supporting their eligibility for leave.

#### 84.5 Authorised foster carers and kinship carers may also be eligible for other types of leave to support a child in their care. These leave arrangements are detailed in other provisions within this Agreement and include:

- (a) personal leave – refer to clause 88;
- (b) compassionate leave- refer to clause 81;
- (c) permanent care order application leave – refer to clause 83.7;
- (d) parental leave, including primary caregiver parental leave and partner leave – refer to clause 83.

### 85. Recreation Leave

#### 85.1 Recreation Leave Entitlement

- (a) With effect from the commencement of this Agreement, 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;
  - (ii) an additional week of paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This shall not affect and shall be in addition to the entitlement under clause 85.1(a)(iii)); and
  - (iii) an additional seven consecutive days, including non-working days, paid recreation leave per for 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.

*Note: The definition of shiftworker for the purpose of the additional week of leave is as per clause 3(mm).*

- (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 clauses 85.1(a)(iii).

## 85.2 Additional Recreation Leave Entitlements

- (a) Employees who had an entitlement to 5 weeks paid recreation leave per year under the *2018-2021 Power and Water Enterprise Agreement*, shall be credited with additional recreation leave entitlements, as if they had accrued 6 weeks paid recreation leave per year (i.e. an additional week of paid recreation leave per year), for the period from 16 July 2022, up until the date of commencement of this Agreement.
- (b) For the purpose of clause 85.2(a), the additional week of paid recreation leave credits will be applied on the date of commencement of this Agreement, and will be based on an employee's:
  - (i) service with the PWC that counts for service for recreation leave purposes for the period from 16 July 2021 up until the date of commencement of this Agreement; and
  - (ii) the ordinary, or agreed part-time hours, worked during the relevant period of that service.

*Note: The provisions of clause 85.2 only apply to employees employed with the PWC on the date of commencement of this Agreement.*

## 85.3 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.

## 85.4 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.

#### 85.5 Accrual of Leave

- (a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (b) If an employee takes unpaid leave that does not count as service, recreation leave will not accrue for that period.

*Note: An employee who has taken unpaid leave that does count for service will accrue leave for that period.*

- (c) A part-time employee will accrue recreation leave on a pro rata basis proportional to their agreed hours of work.
- (d) Recreation leave accumulates from year to year.

#### 85.6 Granting of Leave

- (a) Subject to PWC's operational requirements, the CEO may, on application in writing by the employee, grant recreation leave.
- (b) The granting of recreation leave under clause 85.6(a) will not be unreasonably refused.

#### 85.7 Excess Leave

- (a) Where an employee has accrued recreation leave in excess of 10 weeks (or 15 weeks in the case of compulsory transferees), the CEO may, on giving a minimum of two months notice, direct the employee to take a period of recreation leave to reduce the accrued leave balance to the equivalent of 10 weeks (or 15 weeks in the case of a compulsory transferee) of entitlements.
- (b) An employee may seek approval from the CEO to delay the utilisation of excess leave in special circumstances. The CEO will consider such requests on a case by case basis.

An employee who has not obtained approval from the CEO to delay the utilisation of their excess leave will be directed to take leave within a three month period, or such longer reasonable period as agreed, taking into account operational requirements.

#### 85.8 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under clause 85.11), the employee is entitled to their full rate of pay

that the employee would have been paid had the public holiday fallen on a day that the employee was not on recreation leave; and

- (b) The period of the public holiday is not deducted from the employee's recreation leave entitlement.

#### 85.9 Illness During Leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 88 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

*Note: Clause 88.7 provides that where recreation leave had been previously approved at half pay, any personal leave granted in lieu shall also be at half pay.*

#### 85.10 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 Commissioner has directed that an employee will be presumed to have died on a particular date, the CEO may authorise payment in lieu of the employee's remaining recreation leave entitlement:
  - (i) to the employee's legal personal representative; or
  - (ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

#### 85.11 Recreation Leave at Half Pay

- (a) An employee may apply to utilise one or more weeks of their recreation leave at half pay, in order to double the period of leave.
- (b) An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- (c) Where an employee utilises an amount of recreation leave at half pay:
  - (i) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay;  
  
*For example: If an employee utilises 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.*
  - (ii) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- (d) A period of recreation leave at half pay does not break continuity of service.

- (e) The second half of the period of recreation leave at half pay will not count as service and service based entitlements will be effected accordingly.

*For example: If an employee utilises two weeks recreation leave over a period of four weeks at half pay, service based entitlements (e.g. personal leave, long service leave, paid parental leave) will be deferred by two weeks.*

## **86. Christmas Closedown**

- 86.1 The CEO will consult with relevant employees that part of PWC will closedown for a nominated period and that 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 Christmas and New Year period.
- 86.2 Closedown may apply to part of PWC 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.
  - (c) Employees affected by the closedown period must use either recreation leave, time off in lieu or flextime credits to cover the closedown period.
- 86.3 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.
- 86.4 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.

## **87. Recreation Leave Loading**

- 87.1 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 87.1(b), the amount of the loading will be the lesser of:
    - (i) 17.5% of the value of the annual recreation leave accrued over the previous year based on the employee's salary, including allowances that count as salary for the all purposes; or
    - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the May reference period of the previous year.
  - (b) In the case of a shiftworker who would have been entitled to shift penalties in excess of the maximum payment referred to in clause 87.1(a)(ii) had the employee

not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shift penalties.

**87.2 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 87.2(b) will be the salary payable had the employee been employed on 1 January of that year.

**87.3 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 continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.
- (b) The automatic payment of recreation leave loadings will not apply to shiftworkers.

**88. Personal Leave**

**88.1 General**

An employee may, subject to notice and evidence requirements, 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).



## 88.2 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 clause 88.2(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 annually on the anniversary of the employee's commencement date.
- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 88.2(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.
- (d) A part-time employee is entitled to paid personal leave on a pro rata basis in accordance with their agreed hours of work.
- (e) Casual employees are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) Paid personal leave is calculated and recorded in hours and minutes.
- (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 88.6;
  - (ii) unauthorised absence; or
  - (iii) leave without pay that does not count as service.
- (i) An employee may request that personal leave be taken at half pay in order to extend the period of personal leave taken.

## 88.3 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 88.5 and 88.6 (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 clause 88.3(a).

#### 88.4 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
  - (i) An employee is entitled to access up to 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 88.4(a)(i).
- (b) An employee may apply for, and the CEO may grant after considering all relevant circumstances:
  - (i) additional personal leave on half pay, which cannot be converted to full pay; or
  - (ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.
- (c) The CEO may approve additional sick leave on full pay to an employee who has exhausted all of their sick leave entitlement, having regard to established guidelines.
- (d) Additional leave utilised under clause 88.4 is subject to the Notice and Documentation requirements in clauses 88.5 and 88.6.

#### 88.5 Notice Requirements

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

#### 88.6 Documentation Requirements

- (a) An employee must apply for personal leave in writing in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.
- (b) Subject to clause 88.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 88.1(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 are:

- A. unable, despite genuine reasonable attempts, to secure an appointment with a medical practitioner; or
  - B. reside in a remote or regional area (i.e. outside the environs of Darwin, Palmerston or Alice Springs).
- (c) Subject to clause 88.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 88.1(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 for duty;
 

*Note: Reference to 'condition' means why the person requires care not the name of the specific illness or injury (e.g. but not limited to, has a condition preventing attendance at childcare, is unable to climb stairs without support, has lost ability to complete everyday tasks).*
  - (ii) or other relevant documentary evidence stating the unexpected emergency, and that the employee's care or support is required in these circumstances; and
 

a 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 (ie of ordinary working 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 number of hours of duty.
 

*Note: Reference to a 'day' for Trade Technicals on Rostered Day Off (RDO) arrangements is 8.33 hours per day up until 8 April 2026 and 8.16 from 9 April 2026.*
- (e) Notwithstanding clause 88.6(d), any absence immediately preceding or following an RDO, public holiday or weekend, will require medical evidence.

#### 88.7 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 88.5 and 88.6 (Notice and Documentation requirements), and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

#### 88.8 Medical examination at the direction of the CEO

- (a) The CEO may stand an employee down and direct the employee to attend an examination by a registered health practitioner where:
  - (i) if 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 them self, other employees or the public; or
  - (iv) under the Inability provisions under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An employee directed to attend a medical examination in accordance with clause 88.8(a) who is:
  - (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;
  - (ii) an employee other than one to which clause 88.8(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known, and the grant of sick leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.
- (c) The CEO will not grant sick leave where the employee fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

#### 88.9 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 the Northern Territory workers compensation legislation.

### 89. Infectious Diseases Leave

89.1 Where an employee produces documentary evidence that, or evidence that would satisfy a reasonable person that:

- (a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act 1981*; and
- (b) by reason of any law of the Territory or any state or territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant:

- (c) personal leave for any period during which the employee actually suffers from illness; or
- (d) where working from another location during the isolation period is not possible (e.g. working from home), recreation leave in relation to any period during which the employee does not actually suffer from illness.

89.2 Where an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1996*.

## **90. War Service Leave**

### **90.1 Eligibility**

The provisions of this clause apply to an employee who has undertaken:

- (a) service within operational areas as defined in Schedule 2 of the *Veteran's Entitlements Act 1986* (Cth) as amended from time to time;
- (b) service with the Defence Force that is of a kind determined in writing by the Defence Minister to be warlike service, including peace-keeping or hazardous operational service, for the purposes of the *Military Rehabilitation and Compensation Act 2004* (Cth) as amended from time to time; and
- (c) who suffers from an illness or condition recognised by the Department of Veteran Affairs as war caused.

90.2 The leave available under this clause will be in addition to the employee's personal leave entitlement and any repatriation benefits provided by the Department of Veterans Affairs.

### **90.3 Documentary requirements**

- (a) An employee must produce a statement from the Department of Veteran Affairs giving details of what conditions/s have been accepted as being war caused, caused by peace-keeping or hazardous operational service. These conditions are to be noted on the employee's personal leave record.
- (b) Applications for war service leave must be accompanied by a medical certificate stating the period of leave applied for is attributed to the employee's war caused condition or illness.

### **90.4 Accrual of Leave**

- (a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:
  - (i) an initial (and once only) non-accumulative credit of nine weeks at full pay; and
  - (ii) an accumulative credit of three weeks at full pay.
- (b) After each period of 12 months service a further accumulative credit of three weeks at full pay, subject to a maximum balance of nine weeks cumulative accrual at any time.
- (c) An employee's accumulative war service leave entitlement will be deferred by any period of:
  - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 88.6;
  - (ii) unauthorised absence; or
  - (iii) leave without pay that does not count as service.

- (d) Leave is available to use for any illness or condition contributed to war service, as per clause 90.1. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further nine weeks or more than three weeks accumulation per 12 months of service.

90.5 Granting of leave

- (a) War service leave granted under this clause shall be deducted from the non-accumulative credit in the first instance and when this credit is exhausted, from the accumulative credit.
- (b) Where an employee has exhausted their war service leave entitlement, they can apply to the CEO to access their accrued personal leave entitlements in accordance with clause 88.

90.6 Recognition of Prior Service

- (a) For the purposes of this clause, all periods of service with the Northern Territory Public Sector, Australian Public Service or another Territory or State Public Service/Sector, where war service sick leave entitlements are provided, are to be considered as continuous service regardless of the length of any break in service.
- (b) Any accumulative or non-accumulative credit available at the end of one period of service must be carried forward to any subsequent period of service.

**91. Leave to Attend Arbitration Business**

91.1 The CEO may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:

- (a) leave will not be granted to more than two employees who are representatives of an organisation at the one time in respect of any one such proceeding;
- (b) leave to conduct a case will be with full pay;
- (c) leave for preparation of a case will be without pay and will not exceed three months in any 12 months.

91.2 Leave with pay granted under clauses 91.1(a) and 91.1(b) will count as service for all purposes.

91.3 Unpaid leave granted under clause 91.1(c) will not count as service but does not break continuity for long service leave purposes.

**92. Release to Attend as a Witness**

92.1 Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the CEO will release the employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend.

92.2 Where an employee is subpoenaed to give evidence in relation to his or her duties or former duties in the Northern Territory Public Sector, the CEO will release the employee from duty and may grant such release without deduction from pay or accrued leave entitlements during the period necessary to attend.

92.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 92.1 and 92.2, the employee will be granted:

- (a) leave without pay; or
- (b) recreation leave;

and any fees or allowances received as a result of the attendance may be retained by the employee.

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

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

### **93. Release for Jury Service**

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

- (a) the time when the employee engages in jury service;
- (b) reasonable travelling time associated with jury service;
- (c) reasonable rest time immediately following jury service.

93.2 Notice and evidence Requirements

- (a) An employee required to attend for jury service must provide the CEO with notice of the absence as soon as practicable (which may be a time after the absence has started). The notice must advise the CEO of the period, or expected period, of the absence.
- (b) The CEO may require the employee to provide evidence that would satisfy a reasonable person that the absence is because the employee has been, or will be, engaging in jury service.

93.3 Jury service during paid leave

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

93.4 Payments during jury service

- (a) The CEO may release the employee on jury service without deduction from pay or leave credits.
- (b) Payments for jury service (e.g. jury service fees) will be in accordance with the *Juries Act 1962*.

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

#### **94. Study Assistance and Leave**

- 94.1 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.
- 94.2 When approving applications made under this clause the CEO must be satisfied that the course of study:
- (a) is relevant to PWC; and
  - (b) can be accommodated in light of the operational and financial requirements of PWC.
- 94.3 Provided the requirements of clause 94.2 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 PWC at both the time that the liability was incurred and the application for assistance made.
- 94.4 The CEO may not authorise payment of:
- (a) amenities fees;
  - (b) graduation fees;
  - (c) fees payable as a result of failure by the employee to enrol by a specified time or date;
  - (d) any other amount payable by the employee by reason of some act or omission on their part;
  - (e) fees, which have been paid by any other organisation;
  - (f) supplying books or materials;
  - (g) accommodation; or
  - (h) activities associated with attendance at residential institutions.
- 94.5 Subject to clause 94.7, in addition to the requirements under clause 94.3(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.
- 94.6 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.
- 94.7 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 PWC, 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 years continuous service with PWC or other NTPS agencies.
- 94.8 Provided the requirements of clause 94.2 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 hours per week including travelling time;
  - (b) without pay for leave in excess of four hours per week or on a time in lieu basis for leave in excess of four 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 weeks in any year, including travelling time, in order to attend residential components of the course; and
    - (ii) a further period of two days, per approved unit of study, per semester.
- 94.9 The CEO may not approve study leave under clause 94.8 where the approved course of study is available outside normal working hours.
- 94.10 The approval for study leave with pay does not include time off to prepare for examinations.
- 94.11 In addition to the study leave provisions set out in clause 94.8, the CEO may, in their absolute discretion, approve an extended period of leave without pay for study purposes, which will not count as service.

## **95. Domestic, Family and Sexual Violence Leave**

- 95.1 PWC recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic or family violence, or sexual violence. Support measures for employees include leave with pay, flexible work options and access to the Employee Assistance Program.
- 95.2 Leave with pay is available to an employee who is experiencing domestic or family violence or sexual violence and who requires time off for reasons including, but not limited to:

- (a) seeking safe accommodation;
  - (b) attending court hearings and police appointments;
  - (c) accessing legal advice;
  - (d) organising alternative care or education arrangements for the employee's children;  
or
  - (e) other related purposes approved by the CEO.
- 95.3 Domestic, Family and Sexual violence leave is in addition to other leave entitlements and counts as service for all purposes.
- 95.4 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.
- 95.5 Reasonable adjustments will be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to NTG email addresses).

## **96. Cultural Leave**

### **96.1 Cultural and Ceremonial leave**

- (a) An employee is entitled to five days unpaid cultural and ceremonial leave per year, to undertake cultural or ceremonial obligations for the community or group to which the employee belongs to.
- (b) An employee must advise the CEO as soon as reasonably practicable of the period or expected period of the leave.
- (c) The CEO may require an employee to provide documentary evidence, where appropriate, in support of the leave application.
- (d) The CEO may approve an additional period of unpaid cultural and ceremonial leave on request.
- (e) An employee may elect to use their recreation leave or long service leave to undertake their cultural or ceremonial obligations.

### **96.2 NAIDOC Week Leave**

- (a) Employees may utilise time off in lieu of overtime (TOIL), flextime credits or other flexible working arrangements to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g. NAIDOC March).
- (b) An employee must seek prior approval from their manager to utilise TOIL, flextime credits or other flexible working arrangements. Such requests should be supported, subject to PWC's operational requirements.
- (c) An employee who does not have access to TOIL, flextime or other flexible working arrangements may be granted paid leave. Subject to operational requirements, the CEO may approve up to three hours per year of paid leave to facilitate the employee's attendance at NAIDOC week activities.

## **97. Kinship Obligation Leave**

97.1 An Australian First Nation's employee may take up to five days paid kinship obligation leave each year for the purposes of attending Sorry Business or related purposes. Sorry Business refers to cultural practices and protocols undertaken after someone's passing.

97.2 For the purposes of this clause, 'kinship' means:

Australian First Nations kinship where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups or families to which the employee belongs.

97.3 The leave is in addition to any other leave available to the employee under this Agreement and may be taken in broken periods and at half pay.

97.4 Where an employee utilises an amount of kinship obligation leave at half pay:

- (a) leave entitlements will accrue as if the employee had utilised the amount of kinship obligation leave at full pay;

*For example, if an employee utilises two days of kinship obligation leave over a period of four days at half pay, all leave entitlements will accrue over the first two days of leave, as if the employee was on kinship obligation leave with full pay, and no leave entitlements will accrue over the final two days of kinship obligation leave on half pay.*

- (b) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.

97.5 The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.

97.6 Notice Requirements

- (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
- (b) The CEO may require an employee to produce evidence that would satisfy a reasonable person of the need for kinship obligation leave.

## **98. Defence Service Leave**

98.1 The CEO may grant an employee Defence Service Leave to enable the employee to fulfil their Australian Defence Force Reserve and Continuous Full Time Service obligations (Defence Service).

*Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001 Cth. Section 17 of that Act requires that an employer must not hinder or prevent an employee from volunteering for, or rendering, Defence Service.*

98.2 Defence Service Leave entitlements include:

- (a) up to four weeks' paid leave during each financial year for the purpose of undertaking Defence Service, including training and operational duty;

- (b) an additional two weeks' paid leave during the employee's first year of Defence Service, to facilitate the employee's participation in additional training, including induction requirements.
- 98.3 An employee who requires additional leave to undertake Defence Service may apply for recreation leave, long service leave and leave without pay.
- 98.4 Notice and evidence requirements
 

An employee is required to:

  - (a) notify the CEO at soon as practicable of the requirement to be absent to undertake Defence Service, including the intended dates of the Defence Service;
  - (b) provide sufficient evidence of the requirement to undertake Defence Service;
  - (c) provide sufficient evidence of the completion of Defence Service.
- 98.5 Paid Defence Service Leave will count as service for all purposes. Leave without pay utilised to undertake Defence Service will count as service for long service leave purposes only.
- 98.6 No liability for injury during Defence Service Leave
 

Where an employee has a claim for compensation for injury or illness as a result of leave granted under this clause, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.
- 99. Gender Transition Leave**
  - 99.1 Gender Transition Leave is available to support employees who wish to transition from their gender. Paid leave may be taken for:
    - (a) psychological support;
    - (b) hormonal replacement therapy and other types of medical intervention;
    - (c) appointments to alter the employee's legal status or amend the employee's gender on legal documentation;
    - (d) other similar appointments or procedures to give effect to the employee's transition approved by the CEO.
  - 99.2 Eligibility
 

In order to access Gender Transition Leave, an employee must have:

    - (a) completed at least 12 months continuous service on an ongoing or fixed period basis; and
    - (b) commenced transitioning their gender.
  - 99.3 Entitlement to Paid and Unpaid Gender Transition Leave
    - (a) Employees who are transitioning their gender are entitled to four weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.

- (b) Gender Transition Leave may be taken in a continuous period, single or part days over a three year period.
- (c) Employees may request additional paid Gender Transition Leave, which may be granted on a discretionary and case by case basis in exceptional circumstances.
- (d) Employees may also access other forms of paid or unpaid leave such as personal leave, recreation leave and long service leave, where the employee meets the relevant eligibility criteria for that leave type.
- (e) Any period of unpaid gender transition leave will not break an employee's continuity of service but does not count for service.

#### 99.4 Notice and evidence requirements

- (a) Applications for leave will be dealt with confidentially and sensitively.
- (b) An employee must provide at least two weeks' notice of the need to take leave under this clause and the expected duration of leave. A shorter notice period may be agreed with the CEO.
- (c) An employee may be required to provide suitable supporting documentation for any leave granted under this clause. Evidence to support an application will only be sighted once and no copies will be made or recorded.

### 100. Blood Donor Leave

100.1 The CEO may grant leave with pay to an employee to allow the employee to donate blood.

### 101. Leave to Engage in voluntary emergency management activities

101.1 The CEO may grant leave with pay to an employee:

- (a) who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training) or to participate in an emergency operation conducted by:
  - (i) Northern Territory Emergency Service within the meaning of the *Emergency Management Act 2013*;
  - (ii) Bushfires NT/Bushfires brigade/the Bushfires Council or a Regional Committee within the meaning of the *Bushfires Management Act 2016*; or
  - (iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service.
- (b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.

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

#### 101.3 Notice and evidence requirements

- (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the absence has started) and must advise of the period, or expected period, of the absence.

- (b) The CEO may require an employee to provide evidence that would satisfy a reasonable person that the leave taken, or to be taken, is for one of the reasons set out in this clause.

## **102. Health Screening Leave**

- 102.1 An employee may access up to one hour of paid leave per year, for the purpose of undertaking a health screening test associated with a public health screening program.
- 102.2 A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.
- 102.3 Notice and evidence requirements
  - (a) The employee is required to provide reasonable notice of the need to take leave and the expected duration of leave.
  - (b) The employee must provide documentary evidence of their attendance at the screening test that would satisfy a reasonable person.

## **103. Special Leave Without Pay**

- 103.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.
- 103.2 Special leave without pay is not available for the purpose of engaging in employment outside the NTPS, except where approval has been given under section 61 of the PSEM Act.
- 103.3 Special leave without pay will not count as service for any purpose.
- 103.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of leave without pay.

# Schedule 1 Salary Structures

## Administrative and Corporate Salary Table

| Designation | Pay Point | Salary Rates<br>Effective<br>23/7/20 | Annual<br>Salary Rates<br>Effective<br>22/7/21<br>(\$400 + 3%) | Annual<br>Salary Rates<br>Effective<br>21/7/22<br>(\$500 + 3%) | Annual<br>Salary Rates<br>Effective<br>20/7/23<br>(\$500 + 3%) | Annual<br>Salary Rates<br>Effective<br>18/7/24<br>(\$500 ACS<br>Bonus +3%) | Annual<br>Salary Rates<br>Effective<br>17/7/25<br>(3%) |
|-------------|-----------|--------------------------------------|--|--|--|--|--|
|-------------|-----------|--------------------------------------|--|--|--|--|--|

|               |   |            |            |            |            |            |            |
|---------------|---|------------|------------|------------|------------|------------|------------|
| <b>Band 4</b> | 4 | \$ 156,121 | \$ 161,217 | \$ 166,569 | \$ 172,081 | \$ 177,758 | \$ 183,091 |
|               | 3 | \$ 148,588 | \$ 153,458 | \$ 158,577 | \$ 163,849 | \$ 169,279 | \$ 174,357 |
|               | 2 | \$ 141,514 | \$ 146,171 | \$ 151,071 | \$ 156,118 | \$ 161,317 | \$ 166,157 |
|               | 1 | \$ 134,772 | \$ 139,227 | \$ 143,919 | \$ 148,752 | \$ 153,730 | \$ 158,342 |

|               |   |            |            |            |            |            |            |
|---------------|---|------------|------------|------------|------------|------------|------------|
| <b>Band 3</b> | 5 | \$ 128,342 | \$ 132,604 | \$ 137,097 | \$ 141,725 | \$ 146,492 | \$ 150,887 |
|               | 4 | \$ 122,249 | \$ 126,328 | \$ 130,633 | \$ 135,067 | \$ 139,634 | \$ 143,823 |
|               | 3 | \$ 116,407 | \$ 120,311 | \$ 124,435 | \$ 128,683 | \$ 133,058 | \$ 137,050 |
|               | 2 | \$ 110,868 | \$ 114,606 | \$ 118,559 | \$ 122,631 | \$ 126,825 | \$ 130,630 |
|               | 1 | \$ 105,570 | \$ 109,149 | \$ 112,938 | \$ 116,841 | \$ 120,861 | \$ 124,487 |

|               |   |            |            |            |            |            |            |
|---------------|---|------------|------------|------------|------------|------------|------------|
| <b>Band 2</b> | 6 | \$ 100,559 | \$ 103,988 | \$ 107,623 | \$ 111,367 | \$ 115,223 | \$ 118,680 |
|               | 5 | \$ 95,757  | \$ 99,042  | \$ 102,528 | \$ 106,119 | \$ 109,818 | \$ 113,113 |
|               | 4 | \$ 91,182  | \$ 94,329  | \$ 97,674  | \$ 101,119 | \$ 104,668 | \$ 107,808 |
|               | 3 | \$ 86,846  | \$ 89,863  | \$ 93,074  | \$ 96,381  | \$ 99,787  | \$ 102,781 |
|               | 2 | \$ 82,708  | \$ 85,601  | \$ 88,684  | \$ 91,860  | \$ 95,131  | \$ 97,985  |
|               | 1 | \$ 78,765  | \$ 81,540  | \$ 84,501  | \$ 87,551  | \$ 90,693  | \$ 93,414  |

|                   |     |               |   |           |           |           |           |           |           |
|-------------------|-----|---------------|---|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Grad</b>       | 3   | <b>Band 1</b> | 7 | \$ 75,017 | \$ 77,680 | \$ 80,525 | \$ 83,456 | \$ 86,475 | \$ 89,069 |
|                   | 2^^ |               | 6 | \$ 71,434 | \$ 73,989 | \$ 76,724 | \$ 79,541 | \$ 82,442 | \$ 84,915 |
|                   | 1^  |               | 5 | \$ 68,047 | \$ 70,500 | \$ 73,130 | \$ 75,839 | \$ 78,629 | \$ 80,988 |
| <b>Under Grad</b> | 4   |               | 4 | \$ 64,796 | \$ 67,152 | \$ 69,682 | \$ 72,287 | \$ 74,971 | \$ 77,220 |
|                   | 3   |               | 3 | \$ 61,710 | \$ 63,973 | \$ 66,407 | \$ 68,914 | \$ 71,496 | \$ 73,641 |
|                   | 2   |               | 2 | \$ 58,860 | \$ 61,038 | \$ 63,384 | \$ 65,801 | \$ 68,290 | \$ 70,339 |
|                   | 1   |               | 1 | \$ 56,140 | \$ 58,236 | \$ 60,498 | \$ 62,828 | \$ 65,228 | \$ 67,185 |

|                |   |           |           |           |           |           |           |
|----------------|---|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Trainee</b> | 3 | \$ 49,142 | \$ 51,028 | \$ 53,074 | \$ 55,181 | \$ 57,351 | \$ 59,072 |
|                | 2 | \$ 45,503 | \$ 47,280 | \$ 49,213 | \$ 51,204 | \$ 53,255 | \$ 54,853 |
|                | 1 | \$ 41,863 | \$ 43,119 | \$ 44,928 | \$ 46,791 | \$ 48,710 | \$ 50,171 |

^ Graduates with a 3 year degree will commence on pay point 5 of Band 1

^^ Graduates with a 4 year degree will commence on pay point 6 of Band 1

Undergraduates will commence on pay point associated with number of completed years of study eg: year 1 completed - pay point 2

### Science and Engineering Professional Salary Table

| Designation       | Pay Point | Salary Rates Effective 23/7/20 | Annual Salary Rates Effective 22/7/21 (\$400 for Undergrad + 3%) | Annual Salary Rates Effective 21/7/22 (\$500 for Undergrad + 3%) | Annual Salary Rates Effective 20/7/23 (\$500 for Undergrad + 3%) | Annual Salary Rates Effective 18/7/24 (ISSA + 3%) | Annual Salary Rates Effective 17/7/25 (3%) |
|-------------------|-----------|--------------------------------|--|--|--|---|--|
| <b>Band 4</b>     | 4         | \$ 156,121                     | \$ 160,805   | \$ 165,629   | \$ 170,598   | \$ 195,286  | \$ 201,145                                 |
|                   | 3         | \$ 148,588                     | \$ 153,046   | \$ 157,637   | \$ 162,366   | \$ 186,807  | \$ 192,411                                 |
|                   | 2         | \$ 141,514                     | \$ 145,759   | \$ 150,132   | \$ 154,636   | \$ 178,845  | \$ 184,210                                 |
|                   | 1         | \$ 134,772                     | \$ 138,815   | \$ 142,979   | \$ 147,268   | \$ 171,256  | \$ 176,394                                 |
| <b>Band 3</b>     | 5         | \$ 128,342                     | \$ 132,192   | \$ 136,158   | \$ 140,243   | \$ 162,759  | \$ 167,642                                 |
|                   | 4         | \$ 122,249                     | \$ 125,916   | \$ 129,693   | \$ 133,584   | \$ 155,900  | \$ 160,577                                 |
|                   | 3         | \$ 116,407                     | \$ 119,899   | \$ 123,496   | \$ 127,201   | \$ 149,325  | \$ 153,805                                 |
|                   | 2         | \$ 110,868                     | \$ 114,194   | \$ 117,620   | \$ 121,149   | \$ 143,092  | \$ 147,385                                 |
|                   | 1         | \$ 105,570                     | \$ 108,737   | \$ 111,999   | \$ 115,359   | \$ 137,128  | \$ 141,242                                 |
| <b>Band 2</b>     | 6         | \$ 100,559                     | \$ 103,576   | \$ 106,683   | \$ 109,883   | \$ 125,292  | \$ 129,051                                 |
|                   | 5         | \$ 95,757                      | \$ 98,630  | \$ 101,589   | \$ 104,637   | \$ 119,889  | \$ 123,486                                 |
|                   | 4         | \$ 91,182                      | \$ 93,917  | \$ 96,735  | \$ 99,637  | \$ 114,739  | \$ 118,181                                 |
|                   | 3         | \$ 86,846                      | \$ 89,451  | \$ 92,135  | \$ 94,899  | \$ 109,859  | \$ 113,155                                 |
|                   | 2         | \$ 82,708                      | \$ 85,189  | \$ 87,745  | \$ 90,377  | \$ 105,201  | \$ 108,357                                 |
| <b>Under Grad</b> | 5*        | \$ 71,434                      | \$ 73,989  | \$ 76,724  | \$ 79,541  | \$ 81,927   | \$ 84,385                                  |
|                   | 4         | \$ 68,047                      | \$ 70,500  | \$ 73,130  | \$ 75,839  | \$ 78,114   | \$ 80,457                                  |
|                   | 3         | \$ 64,796                      | \$ 67,152  | \$ 69,682  | \$ 72,287  | \$ 74,456   | \$ 76,690                                  |
|                   | 2         | \$ 61,710                      | \$ 63,973  | \$ 66,407  | \$ 68,914  | \$ 70,981   | \$ 73,110                                  |
| <b>Grad</b>       | 1^        | \$ 58,860                      | \$ 61,038  | \$ 63,384  | \$ 65,801  | \$ 67,775   | \$ 69,808                                  |
|                   | 2^^       |                                |  |  |  |   |  |
|                   | 3         |                                |  |  |  |   |  |
|                   |           |                                |  |  |  |   |  |

\* 4 Year with Trade or Technical qualification

^ Graduates with a 3 year degree will commence on pay point 1 of Band 2

^^ Graduates with a 4 year degree will commence on pay point 2 of Band 2

Undergraduates will commence on pay point associated with number of completed years of study e.g.: year 1 completed - pay point 2



### Technical Coordinator Salary Table

| Designation                  | Pay Point | Salary Rates Effective 23/7/20 | Annual Salary Rates Effective 22/7/21 (3%) | Annual Salary Rates Effective 21/7/22 (3%) | Annual Salary Rates Effective 20/7/23 (3%) | Annual Salary Rates Effective 18/7/24 (ISSA + 3%) | Annual Salary Rates Effective 17/7/25 (3%) |
|------------------------------|-----------|--------------------------------|--|--|--|---|--|
| Senior Technical Coordinator | 3         | \$ 163,926                     | \$ 168,844                                 | \$ 173,909                                 | \$ 179,126                                 | \$ 197,307  | \$ 203,226                                 |
|                              | 2         | \$ 156,121                     | \$ 160,805                                 | \$ 165,629                                 | \$ 170,598                                 | \$ 188,523  | \$ 194,179                                 |
|                              | 1         | \$ 148,588                     | \$ 153,046                                 | \$ 157,637                                 | \$ 162,366                                 | \$ 180,044  | \$ 185,445                                 |
| Technical Coordinator        | 6         | \$ 148,588                     | \$ 153,046                                 | \$ 157,637                                 | \$ 162,366                                 | \$ 180,044  | \$ 185,445                                 |
|                              | 5         | \$ 141,514                     | \$ 145,759                                 | \$ 150,132                                 | \$ 154,636                                 | \$ 172,082  | \$ 177,244                                 |
|                              | 4         | \$ 134,772                     | \$ 138,815                                 | \$ 142,979                                 | \$ 147,268                                 | \$ 164,493  | \$ 169,428                                 |
|                              | 3         | \$ 128,342                     | \$ 132,192                                 | \$ 136,158                                 | \$ 140,243                                 | \$ 157,257  | \$ 161,975                                 |
|                              | 2         | \$ 122,249                     | \$ 125,916                                 | \$ 129,693                                 | \$ 133,584                                 | \$ 150,399  | \$ 154,911                                 |
|                              | 1         | \$ 116,407                     | \$ 119,899                                 | \$ 123,496                                 | \$ 127,201                                 | \$ 143,824  | \$ 148,139                                 |

### Technical Specialist Salary Table

| Designation                 | Pay Point   | Salary Rates Effective 23/7/20 | Annual Salary Rates Effective 22/7/21 (\$400 for TTs + 3%) | Annual Salary Rates Effective 21/7/22 (\$500 for TTs + 3%) | Annual Salary Rates Effective 20/7/23 (\$500 for TT's + 3%) | Annual Salary Rates Effective 18/7/24 (ISSA + 3%) | Annual Salary Rates Effective 17/7/25 (3%) |
|-----------------------------|---|--------------------------------|--|--|---|---|--|
| Senior Technical Specialist | 3   | \$ 128,342                     | \$ 132,192   | \$ 136,158   | \$ 140,243  | \$ 157,257  | \$ 161,975                                 |
|                             | 2   | \$ 122,249                     | \$ 125,916   | \$ 129,693   | \$ 133,584  | \$ 150,399  | \$ 154,911                                 |
|                             | 1   | \$ 116,407                     | \$ 119,899   | \$ 123,496   | \$ 127,201  | \$ 143,824  | \$ 148,139                                 |
| Technical Specialist        | 6   | \$ 116,407                     | \$ 119,899   | \$ 123,496   | \$ 127,201  | \$ 143,824  | \$ 148,139                                 |
|                             | 5   | \$ 110,868                     | \$ 114,194   | \$ 117,620   | \$ 121,149  | \$ 137,590  | \$ 141,718                                 |
|                             | Soft Barrier - Diploma or equivalent skills to progress |                                |  |  |   |   |  |
|                             | 4   | \$ 105,570                     | \$ 108,737   | \$ 111,999   | \$ 115,359  | \$ 131,627  | \$ 135,576                                 |
|                             | 3   | \$ 100,559                     | \$ 103,576   | \$ 106,683   | \$ 109,883  | \$ 125,987  | \$ 129,767                                 |
|                             | 2   | \$ 95,757                      | \$ 98,630  | \$ 101,589   | \$ 104,637  | \$ 120,583  | \$ 124,200                                 |
|                             | 1   | \$ 91,182                      | \$ 93,917  | \$ 96,735  | \$ 99,637   | \$ 115,433  | \$ 118,896                                 |
|                             |   |                                |  |  |   |   |  |
| Trainee Technical           | 4   | \$ 64,796                      | \$ 67,152  | \$ 69,682  | \$ 72,287   | \$ 74,456   | \$ 76,690                                  |
|                             | 3   | \$ 61,710                      | \$ 63,973  | \$ 66,407  | \$ 68,914   | \$ 70,981   | \$ 73,110                                  |
|                             | 2   | \$ 58,860                      | \$ 61,038  | \$ 63,384  | \$ 65,801   | \$ 67,775   | \$ 69,808                                  |
|                             | 1   | \$ 56,140                      | \$ 58,236  | \$ 60,498  | \$ 62,828   | \$ 64,713   | \$ 66,654                                  |

### Operator Salary Table

| Designation     | Pay Point | Salary Rates<br>Effective<br>23/7/20 | Annual Salary<br>Rates<br>Effective<br>22/7/21<br>(3%) | Annual Salary<br>Rates<br>Effective<br>21/7/22<br>(3%) | Annual Salary<br>Rates<br>Effective<br>20/7/23<br>(3%) | Annual Salary<br>Rates<br>Effective<br>18/7/24<br>(ISSA + 3%) | Annual Salary<br>Rates<br>Effective<br>17/7/25<br>(3%) |
|-----------------|-----------|--------------------------------------|--|--|--|---|--|
| Senior Operator | 2         | \$ 110,868                           | \$ 114,194   | \$ 117,620   | \$ 121,149   | \$ 137,590  | \$ 141,718   |
|                 | 1         | \$ 105,570                           | \$ 108,737   | \$ 111,999   | \$ 115,359   | \$ 131,627  | \$ 135,576   |
| Operator        | 5         | \$ 100,559                           | \$ 103,576   | \$ 106,683   | \$ 109,883   | \$ 125,987  | \$ 129,767   |
|                 | 4         | \$ 95,757                            | \$ 98,630  | \$ 101,589   | \$ 104,637   | \$ 120,583  | \$ 124,200   |
|                 | 3         | \$ 91,182                            | \$ 93,917  | \$ 96,735  | \$ 99,637  | \$ 115,433  | \$ 118,896   |
|                 | 2         | \$ 86,846                            | \$ 89,451  | \$ 92,135  | \$ 94,899  | \$ 110,553  | \$ 113,870   |
|                 | 1         | \$ 82,708                            | \$ 85,189  | \$ 87,745  | \$ 90,377  | \$ 105,895  | \$ 109,072   |

### Trade Technical Salary Table

| Designation     | Pay Point | Salary Rates<br>Effective<br>23/7/20 | Annual Salary<br>Rates<br>Effective<br>22/7/21<br>(3%) | Annual Salary<br>Rates<br>Effective<br>21/7/22<br>(3%) | Annual Salary<br>Rates<br>Effective<br>20/7/23<br>(3%) | Annual Salary<br>Rates<br>Effective<br>18/7/24<br>(ISSA + 3%) | Annual Salary<br>Rates<br>Effective<br>17/7/25<br>(3%) |
|-----------------|-----------|--------------------------------------|--|--|--|---|--|
| Trade Technical | 11        | \$ 100,559                           | \$ 103,576   | \$ 106,683   | \$ 109,883   | \$ 125,987  | \$ 129,767   |
|                 | 10        | \$ 95,757                            | \$ 98,630  | \$ 101,589   | \$ 104,637   | \$ 120,583  | \$ 124,200   |
|                 | 9         | \$ 91,182                            | \$ 93,917  | \$ 96,735  | \$ 99,637  | \$ 115,433  | \$ 118,896   |
|                 | 8         | \$ 86,846                            | \$ 89,451  | \$ 92,135  | \$ 94,899  | \$ 110,553  | \$ 113,870   |
|                 | 7         | \$ 82,708                            | \$ 85,189  | \$ 87,745  | \$ 90,377  | \$ 105,895  | \$ 109,072   |
|                 | 6         | \$ 78,765                            | \$ 81,128  | \$ 83,562  | \$ 86,069  | \$ 98,545   | \$ 101,501   |
|                 | 5         | \$ 75,017                            | \$ 77,268  | \$ 79,586  | \$ 81,974  | \$ 94,327   | \$ 97,157  |
|                 | 4         | \$ 71,434                            | \$ 73,577  | \$ 75,784  | \$ 78,058  | \$ 90,294   | \$ 93,003  |
|                 | 3         | \$ 68,047                            | \$ 70,088  | \$ 72,191  | \$ 74,357  | \$ 86,482   | \$ 89,076  |
|                 | 2         | \$ 64,796                            | \$ 66,740  | \$ 68,742  | \$ 70,804  | \$ 82,822   | \$ 85,307  |
| 1               | \$ 61,710 | \$ 63,561                            | \$ 65,468  | \$ 67,432  | \$ 79,349  | \$ 81,729   | Trade Assistant  |

## Schedule 2 Allowances

| Allowance   | Clause under which entitlement derived | Frequency     | Old Rates effective 23.07.20<br>\$ | Rates Effective 22.7.21<br>\$        | Rates Effective 21.7.22<br>\$ | Rates Effective 20.7.23<br>\$ | Rates Effective 18.7.24<br>\$ | Rates Effective 17.7.25<br>\$ |
|---|--|---------------|------------------------------------|--------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <b>Availability *</b>   | 53                                     | per day       | <b>60.60</b>                       | <b>62.75</b>                         | <b>64.99</b>                  | <b>67.30</b>                  | <b>69.68</b>                  | <b>71.77</b>                  |
| <b>Consolidated Disability (6%) *</b>   | 54                                     | per fortnight | <b>200</b>                         | <b>207</b>                           | <b>214</b>                    | <b>222</b>                    | <b>230</b>                    | <b>236</b>                    |
| <b>Damaged Clothes and Tools</b>  | 66                                     | -             | <b>490</b>                         | <b>490</b>                           | <b>490</b>                    | <b>490</b>                    | <b>490</b>                    | <b>490</b>                    |
| <b>Extra Duty</b>   | 55                                     | 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     | <b>5,211</b>                       | <b>5,392</b>                         | <b>5,584</b>                  | <b>5,783</b>                  | <b>5,987</b>                  | <b>6,167</b>                  |
| 1 in 3 (8%)   |  | per annum     | <b>6,947</b>                       | <b>7,189</b>                         | <b>7,446</b>                  | <b>7,710</b>                  | <b>7,983</b>                  | <b>8,222</b>                  |
| 1 in 2 (12%)  |  | per annum     | <b>10,421</b>                      | <b>10,784</b>                        | <b>11,169</b>                 | <b>11,566</b>                 | <b>11,974</b>                 | <b>12,334</b>                 |
| <b>First Aid (not payable with CDA)</b>   | 68                                     | per week      | <b>21.20</b>                       | <b>21.80</b>                         | <b>22.50</b>                  | <b>23.20</b>                  | <b>23.90</b>                  | <b>24.60</b>                  |
| <b>HV Field Operator</b>  | 59                                     | per fortnight | <b>115</b>                         | <b>115</b>                           | <b>115</b>                    | <b>115</b>                    | <b>115</b>                    | <b>115</b>                    |
| <b>Industry Specific Skills</b>   | 51                                     |               |                                    |                                      |                               |                               |                               |                               |
| Trade Assistants  |  | per annum     | <b>6,606</b>                       | <b>7,606</b>                         | <b>8,606</b>                  | <b>9,606</b>                  | <b>N/A</b>                    | <b>N/A</b>                    |
| Technical Specialists (TS), Senior TS, Technical Coordinators (TC), Senior TC, Operators (OP) and Senior OP, Trade Technicals |  | per annum     | <b>9,434</b>                       | <b>10,434</b>                        | <b>11,434</b>                 | <b>12,434</b>                 | <b>N/A</b>                    | <b>N/A</b>                    |
| Band 2 Science & Engineering Professionals  |  | per annum     | <b>8,760</b>                       | <b>9,760</b>                         | <b>10,760</b>                 | <b>11,760</b>                 | <b>N/A</b>                    | <b>N/A</b>                    |
| Band 3 Science & Engineering Professionals  |  | per annum     | <b>14,775</b>                      | <b>15,775</b>                        | <b>16,775</b>                 | <b>17,775</b>                 | <b>N/A</b>                    | <b>N/A</b>                    |
| Band 4 Science & Engineering Professionals  |  | per annum     | <b>16,000</b>                      | <b>17,000</b>                        | <b>18,000</b>                 | <b>19,000</b>                 | <b>N/A</b>                    | <b>N/A</b>                    |
| <b>Overtime Meal</b>  | 77                                     | per meal      | <b>30.00</b>                       | <b>30.90</b>                         | <b>31.80</b>                  | <b>32.80</b>                  | <b>33.80</b>                  | <b>34.80</b>                  |
| <b>Pre-eminent Professional</b>   | 58                                     | per annum     | <b>15,612</b>                      | <b>16,080</b>                        | <b>16,563</b>                 | <b>17,060</b>                 | <b>19,529</b>                 | <b>20,115</b>                 |
| <b>Team Leader (5.6%)*</b>  | 62                                     | per fortnight | <b>186</b>                         | <b>193</b>                           | <b>200</b>                    | <b>207</b>                    | <b>214</b>                    | <b>221</b>                    |
| <b>Tool</b>   | 65                                     | per week      | <b>19.20</b>                       | <b>19.80</b>                         | <b>20.40</b>                  | <b>21.00</b>                  | <b>21.60</b>                  | <b>22.20</b>                  |

\* (%) 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 01.01.21<br>\$ | Rates Effective 01.01.22<br>\$ | Rates Effective 01.01.23<br>\$ | Rates Effective 01.01.24<br>* | Rates Effective 01.01.25<br>* | Rates Effective 01.01.26<br>* |
|---|--|---|--------------------------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <b>Accommodation in conjunction with Fares Out</b>  | 36 / By-Law 43                         | per night   | 124                            | 131                            | 140                            | CPI                           | CPI                           | CPI                           |
| <b>Motor vehicle</b>  | 67                                     | per km (for employee)                             | 0.77                           | 0.82                           | 0.88                           | CPI                           | CPI                           | CPI                           |
|   |  | per km (for carrying goods, passengers or towing) | 0.05                           | 0.05                           | 0.05                           | CPI                           | CPI                           | CPI                           |
| <b>Professional Development</b>   | 57                                     |   |                                |                                |                                |                               |                               |                               |
| 1 to 5 years continuous service   |  | per annum   | 585                            | 617                            | 660                            | CPI                           | CPI                           | CPI                           |
| 5 years + continuous service (up to)  |  | per annum   | 1 289                          | 1 360                          | 1 455                          | CPI                           | CPI                           | CPI                           |
| <b>Relocation</b>   | 60                                     |   |                                |                                |                                |                               |                               |                               |
| Employee only   |  | per fortnight                                     | 549                            | 579                            | 620                            | CPI                           | CPI                           | CPI                           |
| Employee with dependants  |  | per fortnight                                     | 759                            | 801                            | 857                            | CPI                           | CPI                           | CPI                           |
| <b>Remote Employee Electricity Subsidy</b>  | 36                                     |   |                                |                                |                                |                               |                               |                               |
| Remote Locality Rate  |  |   |                                |                                |                                |                               |                               |                               |
| Special Category  |  | per annum   | 700                            | 738                            | 790                            | CPI                           | CPI                           | CPI                           |
| Category 1  |  | per annum   | 1 399                          | 1 475                          | 1 578                          | CPI                           | CPI                           | CPI                           |
| Category 2  |  | per annum   | 2 100                          | 2 215                          | 2 370                          | CPI                           | CPI                           | CPI                           |
| Category 3  |  | per annum   | 2 801                          | 2 955                          | 3 162                          | CPI                           | CPI                           | CPI                           |
| Remote Locality Dependant/After Hours Rate  |  |   |                                |                                |                                |                               |                               |                               |
| Special Category  |  | per annum   | 875                            | 923                            | 988                            | CPI                           | CPI                           | CPI                           |
| Category 1  |  | per annum   | 1 751                          | 1 847                          | 1 976                          | CPI                           | CPI                           | CPI                           |
| Category 2  |  | per annum   | 2 626                          | 2 769                          | 2 963                          | CPI                           | CPI                           | CPI                           |
| Category 3  |  | per annum   | 3 502                          | 3 694                          | 3 953                          | CPI                           | CPI                           | CPI                           |
| <b>Travelling</b>   | 63                                     |   |                                |                                |                                |                               |                               |                               |
| Accommodation   |  | per night   | 85.80                          | 90.50                          | 96.80                          | CPI                           | CPI                           | CPI                           |
| Incidental  |  | per day   | 13.60                          | 14.30                          | 15.30                          | CPI                           | CPI                           | CPI                           |
| Meal Rates  |  |   |                                |                                |                                |                               |                               |                               |
| Breakfast   |  | -   | 17.50                          | 18.40                          | 19.70                          | CPI                           | CPI                           | CPI                           |
| Lunch   |  | -   | 26.80                          | 28.30                          | 30.30                          | CPI                           | CPI                           | CPI                           |
| Dinner  |  | -   | 37.80                          | 39.80                          | 42.60                          | CPI                           | CPI                           | CPI                           |
| <b>Hardship</b>   | 64                                     | per day   | 35.10                          | 37.10                          | 39.70                          | CPI                           | CPI                           | CPI                           |
| *Note: the rates for the above allowances will be updated in accordance with <b>clause 40</b> (i.e. according to CPI) as contained in Determination 1 – Review of Allowances issued 1 January annually. |  |   |                                |                                |                                |                               |                               |                               |

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

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

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

#### **3.1.1      Descriptor:**

- (a) The Administrative and Corporate Services (ACS) classification stream includes positions that are primarily clerical or administrative in nature and provide a range of operational support or customer services functions.
- (b) ACS positions cover a broad range of disciplines, including retail, finance, procurement, occupational health and safety, training, marketing, project administration, economics, 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, Customer Service Officer, Procurement Officer, System Administrator, People and Culture Business Partner, Payroll/Account Officer, Finance Officer, WHS Advisor, Training Advisor.

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

##### Trainee

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

##### Undergraduate

- (f) The Undergraduate ACS Band 1 classification provides an opportunity to pursue a career with PWC in the ACS stream whilst gaining a relevant degree qualification. Examples of degree qualifications include economics, commerce, law, accounting, business, information technology and human resources.

- (g) Undergraduate ACS employees will be employed on a fixed period contract of employment until attainment of a relevant qualification.
- (h) Existing employees who transfer to the Undergraduate classification will maintain their employment status as ongoing or fixed period.
- (i) An Undergraduate may be eligible to access PWC's study assistance scheme, except in the case of undergraduate vacation employees employed by PWC 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 PWC and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Undergraduate.

#### Graduate

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

### **3.2 Science and Engineering Professionals**

#### **3.2.1 Descriptor:**

- (a) The Science and Engineering Professional (SEP) classification stream includes positions that require a scientific or engineering degree qualification.
- (b) SEP positions generally have a strong analytical focus and provide professional advice, services and support in specialist fields of competence.
- (c) At higher classification levels within the stream, positions may include supervisory and/or project management responsibilities.
- (d) Example positions in this stream include, but are not limited to, Environmental Officer, Electrical Test Engineer, Field Test Officer, Graduate Engineer, Infrastructure Development Engineer, Protection Engineer, SCADA Engineer, Sustainable Energy Engineer, Telecommunications Engineer, Water Quality Officer.

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

#### **Undergraduate**

- (a) The Undergraduate SEP classification provides an opportunity to pursue an engineering or science career with PWC 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 PWC's study assistance scheme, except in the case of undergraduate vacation employees employed by PWC on a short term fixed period basis who are not eligible.
- (e) An offer of ongoing employment as a Graduate will be at the discretion of PWC 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 PWC.
- (g) The mandatory minimum entry qualification is a science or engineering degree.
- (h) The entry level pay point is:
  - (i) Band 2 Pay Point 1 for a Graduate with a 3 year degree; or
  - (ii) Band 2 Pay Point 2 for a Graduate with a 4 year degree.
- (i) Graduates will participate in a Graduate Program.
- (j) On successful completion of the Graduate Program a graduate may be transferred to an available Band 2 SEP position at their current pay point.

#### **Science and Engineering Professional**

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

### **3.3 Technical Coordinator**

#### **3.3.1 Descriptor:**

- (a) The Technical Coordinator Classification 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, Resource Coordinator, Technical Project Manager, Planner/Scheduler, Technical Coordinator, Project Manager.

### **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, Telecommunications Officer, Field Officer, Waste Water Officer, Metering Officer, Customer Connections Officer, GIS System Administrator, Technician.

### **3.4.2 Entry progression requirements:**

Trainee

- (a) The Trainee Technical classification provides an opportunity for employees with no relevant prior work experience to gain on the job skills and training whilst studying towards a Diploma of Engineering or equivalent.
- (b) Trainee Technical employees will be employed on a fixed period contract of employment until attainment of the Diploma of Engineering qualification, or its equivalent.
- (c) Existing employees who transfer to the Trainee Technical classification will maintain their employment status as ongoing or fixed period.
- (d) A Trainee Technical may be eligible to access PWC's study assistance scheme.
- (e) An offer of ongoing employment will be at the discretion of PWC 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 technical career with PWC.
- (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 on the commencement of this Agreement and
  - (ii) An employee who does not hold a diploma or equivalent but was already classified as a Technical Specialist prior to the commencement of this Agreement.
- (i) Technical Specialist employees are encouraged to gain a Diploma of Engineering (or equivalent).

#### Senior Technical Specialist

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

### **3.5 Trade Technical**

#### **3.5.1 Descriptor:**

- (a) The Trade Technical Classification Stream includes positions that are trade based and provide field based operational service delivery functions including electrical, high voltage operation, line/cable, mechanical, instrumentation, sewerage and water operations, and plant operation 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, Water and Sewerage Tradesperson, Electrical Fitter Mechanic, Line Worker, Mechanical Tradesperson, Electrical Tradesperson, HV Field Operator, Sewerage Plant Operator.

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

#### **Trade Assistant**

- (a) The 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 subject to clause 45 (Pay Progression) and clause 46 (Performance Achievement).
- (d) Trade Assistants may progress up to pay point 6 of the Trade Technical classification.

#### **Trade Technical**

- (e) The mandatory minimum entry qualification is:
  - (i) An AQF Certificate III or equivalent skills, knowledge and experience; and
  - (ii) Appropriate license(s) where applicable.
- (f) 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.
- (g) Fully qualified tradespersons with substantial recent, practical trade experience will commence at pay point 7 of the Trade Technical classification as a minimum.
- (h) 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.
- (i) Pay progression requirements for Trade Technical employees are subject to clause 45 (Pay Progression) and clause 46 (Performance Achievement).

## **3.6 Operator**

### **3.6.1 Descriptor:**

- (a) The Operator Classification Stream includes positions that are primarily involved in:
  - (i) the monitoring and operational control of electrical systems comprising PWC's power network,
  - (ii) monitoring and operating Power Stations.
- (b) Example positions in this stream include, but are not limited to, Assistant System Controller, System Controller, 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 relevant 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 are subject to clause 45 (Pay Progression) and clause 46 (Performance Achievement).
- (e) Progression from Grade 1 Assistant Controllers to Grade 2 Controllers within the Operator classification is subject to clause 45.6.

#### **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 subject to clause 45 (Pay Progression) and clause 46 (Performance Achievement).
- (i) Progression from Operator to Senior Operator is subject to clause 45.6.

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

- (a) PWC 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. 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, PWC agrees to apply the Interim Service Coordinator classification structure salary rates (refer table below), to Operator positions that undergo a job evaluation and are shown to have a job value that corresponds with the Technical Coordinator range.

- (b) PWC will commence job evaluations of relevant Operator positions referred to in clause 3.6.3(a) no later than six months from the commencement of the Agreement.

**Interim Service Coordinator Salary Table**

| Interim Service Coordinator Stream | Pay Point | Salary Rates Effective 23/7/20 | Annual Salary Rates Effective 22/7/21 (3%) | Annual Salary Rates Effective 21/7/22 (3%) | Annual Salary Rates Effective 20/7/23 (3%) | Annual Salary Rates Effective 18/7/24 (ISSA + 3%) | Annual Salary Rates Effective 17/7/25 (3%) |
|------------------------------------|-----------|--------------------------------|--|--|--|---|--|
| Senior Service Coordinator         | 3         | \$ 128,342                     | \$ 132,192                                 | \$ 136,158                                 | \$ 140,243                                 | \$ 157,257  | \$ 161,975                                 |
|                                    | 2         | \$ 122,249                     | \$ 125,916                                 | \$ 129,693                                 | \$ 133,584                                 | \$ 150,399  | \$ 154,911                                 |
|                                    | 1         | \$ 116,407                     | \$ 119,899                                 | \$ 123,496                                 | \$ 127,201                                 | \$ 143,824  | \$ 148,139                                 |
| Service Coordinator                | 6         | \$ 116,407                     | \$ 119,899                                 | \$ 123,496                                 | \$ 127,201                                 | \$ 143,824  | \$ 148,139                                 |
|                                    | 5         | \$ 110,868                     | \$ 114,194                                 | \$ 117,620                                 | \$ 121,149                                 | \$ 137,590  | \$ 141,718                                 |
|                                    | 4         | \$ 105,570                     | \$ 108,737                                 | \$ 111,999                                 | \$ 115,359                                 | \$ 131,627  | \$ 135,576                                 |
|                                    | 3         | \$ 100,559                     | \$ 103,576                                 | \$ 106,683                                 | \$ 109,883                                 | \$ 125,987  | \$ 129,767                                 |
|                                    | 2         | \$ 95,757                      | \$ 98,630                                  | \$ 101,589                                 | \$ 104,637                                 | \$ 120,583  | \$ 124,200                                 |
|                                    | 1         | \$ 91,182                      | \$ 93,917                                  | \$ 96,735                                  | \$ 99,637                                  | \$ 115,433  | \$ 118,896                                 |

## **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 the employee is a surplus employee, the salary level is the employee's salary in their higher designation at the date of notification; and
  - (b) where an employee has been paid a loading for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of "weeks salary".
- 4.4.7** The inclusion of allowances or loadings as salary, other than those specified in clause 4.4.6, will be at the discretion of the employer.
- 4.4.8** The entitlement under:
- (a) Clause 4.4.3 constitutes notice for the purposes of section 117 of the FW Act; and
  - (b) Clause 4.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

- 4.4.9** All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 4.4.10** Subject to clause 4.4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.
- 4.4.11** A surplus employee who has a leave airfare entitlement under PSEM By-law 33 or 47 is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 4.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

## **4.5 Notice of Redundancy**

- 4.5.1** A surplus employee cannot be given notice under this clause unless the employee have:
  - (a) been offered a voluntary retrenchment and has declined that offer; or
  - (b) has requested a voluntary retrenchment and the employer has refused the request.
- 4.5.2** Subject to clause 4.5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:
  - (a) the employee is entitled to 26 weeks formal notice of redundancy; or
  - (b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.
- 4.5.3** In addition to notice of redundancy under clause 4.5.2, a surplus employee must be given 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 Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 4.5.2 and 4.5.3.

**4.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 4.5.2 and 4.5.3 being invoked, is not entitled to receive a greater payment under clause 4.5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.

**4.5.10** For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 4.5.2 or 4.5.3 is entitled:

- (a) To reasonable leave with full pay; and
- (b) To reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

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

**4.6.1** A potentially surplus employee or a surplus employee is entitled to 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 the employee received notice of transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

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

**4.6.6** An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses



experienced or incurred by reason of their transfer which in the opinion of the employer were brought about by the transfer.

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

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

**4.7.2** For the purposes of an employee entitled to income maintenance under clause 4.6.3, the total extension permitted under clause 4.7.1 is capped at 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 Commissioner against any administrative decision made in relation to their eligibility for benefits under these provisions or in relation to the amount of those benefits.

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

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

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

#### **4.10 Exemption**

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

## Schedule 5 Safety Bonus Table

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

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

| Elements*  | KPI  | Target   | Bonus Amounts      |
|--|--|--|--------------------|
| <b>Corporate Indicators**</b>  | To be set and agreed through the JCC annually  | As determined by the JCC   | <b>Up to \$500</b> |
| <b>Individual Indicators:</b>  | <ul style="list-style-type: none"> <li>PPEC &amp; E Minimum Dress Code:</li> <li>JSEA Work Instruction requirements:</li> </ul>            | <ul style="list-style-type: none"> <li>Always</li> <li>Always</li> </ul>   | <b>\$500</b>       |
| <b>1.Mandatory</b>   | <ul style="list-style-type: none"> <li>Minimum regulatory training/ authorisation requirements maintained</li> </ul>                       | <ul style="list-style-type: none"> <li>Always</li> </ul>   |                    |
| <b>2.Additional safety items:</b> <ul style="list-style-type: none"> <li><b>Trade Technical employee choose 2 KPI items</b></li> <li><b>All others choose 3 KPI items</b></li> </ul> | Complete Safety Engagements<br><br>(Safety Engagements Consist of a Safety Observation, or A Safety Conversation, or A Site Safety Visit)  | <ul style="list-style-type: none"> <li>For employees who do not have any set Safety Engagement targets as part of their role, completion of at least 2 Safety Engagements per year; or</li> <li>For employees with set Safety Engagement targets, completion of 2 Safety Engagements in addition to the set targets</li> </ul> |                    |
|  | Complete a Workplace Inspection within your work area or in the field  | <ul style="list-style-type: none"> <li>Completion of at least 1 workplace inspection per year</li> </ul>   |                    |
|  | Attend pre-scheduled WHS related training (e.g.: Fitness for Work, Code of Conduct, Online Bullying & Harassment)                          | <ul style="list-style-type: none"> <li>Schedule and attend at least 1 OHS training event per year.</li> </ul>  |                    |
|  | Participation on a health and/or safety related committee  | <ul style="list-style-type: none"> <li>Attendance at a minimum of 80% of scheduled meetings</li> </ul>   |                    |
|  | Election to, and performance of, duties as a Health and Safety Representative  | <ul style="list-style-type: none"> <li>In accordance with the Workplace Health and Safety Act 2007</li> </ul>  |                    |
|  | Carry out duties as a fire warden officer  | <ul style="list-style-type: none"> <li>In accordance with description of role</li> </ul>   |                    |
|  | Identify and implement (in consultation with your supervisor) a valid safety improvement within your work unit (work safety unit champion) | <ul style="list-style-type: none"> <li>As agreed with supervisor</li> </ul>  |                    |
|  | Completion of a health intervention program (e.g. Quit smoking, Eat Better, Move Better) ***   | <ul style="list-style-type: none"> <li>Satisfactory completion of at least 1 health intervention program</li> </ul>  |                    |
|  | Identify and record a minimum of Work Health and Safety improvement opportunity into PWC's event management system                         | <ul style="list-style-type: none"> <li>1 per year</li> </ul>   |                    |
|  | Complete one Safety Engagement per quarter   | <ul style="list-style-type: none"> <li>4 per year</li> </ul>   |                    |
|  | Contribute to agreed number of site safety walks   | <ul style="list-style-type: none"> <li>As agreed</li> </ul>  |                    |
|  | Enter hazards with associated control(s) into PWC's event management system  | <ul style="list-style-type: none"> <li>3 within a six months period (results in 6 per year)</li> </ul>   |                    |
|  | Work Health and Safety training requirements   | <ul style="list-style-type: none"> <li>Completion of individual requirements</li> </ul>  |                    |
|  | Other targets set and agreed to through the JCC annually.  | <ul style="list-style-type: none"> <li>As determined by the JCC</li> </ul>   |                    |

\* In the event of any changes to current Workplace Health and Safety legislation which significantly impact on the operation of the PWC's Safety Initiative, the Safety and Maintenance Committee will consider the matter and make recommendations on what, if any, changes may be required to ensure the ongoing effective operation of the Initiative. Recommendations of the Safety and Maintenance Committee will be referred to the Executive Leadership Team for final approval.

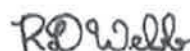
\*\* Eligibility for the corporate elements of the Safety Initiative is conditional on an employee's participation and successful achievement in relation to the individual element of the Safety Initiative.

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

## SIGNATORIES to the 2021 - 2026 Power and Water Enterprise Agreement



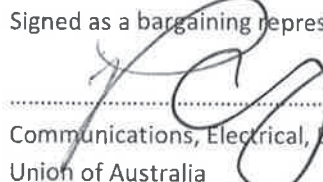
Name: Vicki Telfer PSM  
Position: Commissioner for Public Employment  
Address: GPO Box 4371, Darwin NT 0801  
Dated: 7/6/23

 9 June 2023

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Name: Rohan Webb  
Position: State Secretary  
Address: 366 Upper Roma Street, Brisbane QLD 4000  
Dated:

Signed as a bargaining representative of employees covered by this Agreement



Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services  
Union of Australia

Name: Peter Ong  
Position: Divisional Branch Secretary  
Address: 41 Peel Street South Brisbane, Qld 4101  
Dated: 9/6/2023

Signed as a bargaining representative of employees covered by this Agreement



Community and Public Sector Union

Name: David Villegas  
Position: NT Regional Secretary  
Address: GPO Box 458, Darwin, NT, 0801  
Dated: 7/6/2023

Signed as a bargaining representative of employees covered by this Agreement



Association of Professionals, Engineers, Scientists Managers Australia

Name: Paul Inglis  
Position: Director South Australia & Northern Territory  
Address: U1 69-79 Gilbert Street Adelaide SA 5000  
Dated: 7th June 2023

Signed as a bargaining representative of employees covered by this Agreement