

PROPOSED
2021 – 2026
POWER AND WATER
ENTERPRISE AGREEMENT
EXPLANATORY NOTES

THIS DOCUMENT REFLECTS THE CHANGES IN:

THE PROPOSED AGREEMENT COMPARED WITH THE CURRENT AGREEMENT; AND
THE PROPOSED AGREEMENT AND VARIATIONS MADE TO NORTHERN TERRITORY PUBLIC
SECTOR ENTERPRISE AWARD 2016 (SINCE THE CURRENT AGREEMENT WAS MADE)

Please note:

- i. Reference to the 'current Agreement' means the *2018 – 2021 Power and Water Enterprise Agreement* (ID AE503728) and reference to the 'new Agreement' means the proposed 2021-2026 Power and Water Enterprise Agreement.
- ii. Technical changes that may have been made throughout the new Agreement that are not in the explanatory notes, including;
 - a. adopting gender neutral language and plain English language where appropriate without affecting entitlements or conditions;
 - b. cross referencing sub-clause number references in line with the new Agreement;
 - c. changes to number formats (e.g. spelling out of numbers, no comma or space for four digit numbers);
 - d. general grammar and punctuation updates.
- iii. This document is in order of clause numbers under the new Agreement. Clause numbers may vary from the current Agreement due to the removal of some clauses, and introduction of new clauses.
- iv. Where clauses have been referenced the clause and sub-clause numbers in the explanatory notes are referring to the new Agreement clauses (unless specified otherwise). Where there has been a change to the numbering of a clause, an explanation of how the provision or entitlement has translated from the current Agreement to the new Agreement is included.

Information on the new Agreement

If you would like further information on the new Agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **08 8999 4282** or Colin Edwards within Power and Water on **08 8936 4701**.

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

The title has changed to reflect the 2021-2026 Power and Water Enterprise Agreement.

2. National Employment Standards (NES)

There is no change to this clause.

3. Definitions

The definition of:

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

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

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

“day” has been moved from the overtime clause

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

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

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

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

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

“month” has been moved from the recreation leave clause

“ordinary time” has been moved from overtime clause

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

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

“PPC & E” has been updated to reflect Personal Protective Clothing and Equipment

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

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

“salary” has been moved from overtime clause

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

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

“year” moved from recreation leave clause

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

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

4. Parties Covered by this Agreement

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

5. Relationship to PSEM Act and Award

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

6. Objectives of Agreement

This is clause 7 in the current Agreement. A sub clause has been added providing a commitment that for the term of the Agreement there will be no reduction in current or future employment rights and entitlements as provided in By-laws and Determinations, including provision of allowances and leave arrangements.

7. Code of Conduct

This is clause 8 in the current Agreement. This clause has been amended to reference the correct titles of the codes of conduct i.e. Employment Instruction 12 (NTPS Code of Conduct) and the PWC Code of Conduct.

8. Health and Safety

This is clause 9 in the current Agreement. The title of this clause has been updated to focus on Health and Safety. There are have been minor updates for clarity regarding the management of fatigue. Additional inclusions providing for the maintenance of Power and Water's Work Health and Safety Management System providing for regular meetings, representation and communications and ability to raise matters to the JCC where required.

Further inclusions provide support for sector wide work health and safety guidelines (including remote employees) and access to reasonable unscheduled short rest breaks (other than meal breaks) and development of procedures to address management of single person tasks.

Clause 29 (Medicals) in the current agreement has been moved into this clause as a health and safety related provision. There are no changes to the provisions.

Clause 33 (Fitness for Work (FFW)) in the current agreement has been moved to this clause with amendments providing for FFW procedures to deal with fatigue, alcohol and other drugs and physical impairments. Additional provisions providing for the development of a physical impairment FFW procedure in consultation with unions through the life of the Agreement.

Additional titles including Appropriate Workplace Behaviour and Workloads have been added to highlight elements within the clause and minor updates to position title references.

9. Employment Security

This is clause 10 in the current Agreement. The clause has been enhanced by adding a sub clause stating there will be no involuntary redundancies for the term of the new Agreement (except for an employee who has been declared potentially surplus and registered on the Office of the Commissioner for Public Employment Redeployment Database for longer than two years).

10. Redeployment and Redundancy

This is clause 11 in the current Agreement. There are minor changes to reference Schedule 4 for redeployment and redundancy provisions and segway into other redeployment and redundancy elements.

11. Period of Operation

This is clause 12 in the current Agreement. The clause has been updated to reflect the new nominal expiry date of 15 July 2026.

12. No Extra Claims

This is clause 13 in the current Agreement. There is no change to this clause.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

13. Dispute Settlement Procedures

This is clause 14 in the current Agreement. There are a number of changes and improvements as follows:

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

14. Use of Surveillance Technology

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

15. Joint Consultative Committee

This is clause 15 in the current Agreement. There is only a minor wording change to clarify the committee's role to make recommendations (i.e. removed 'has the power' words).

16. Management of Change

This is clause 17 in the current Agreement. The title has been updated.

17. Individual Flexibility Arrangements

This is clause 18 in the current Agreement. There are changes to this clause to more closely align the language with the requirements of the *Fair Work Act 2009 cth*. The title of the clause has been updated.

18. Variation to Working Arrangements for Groups of Employees

This is clause 19 in the current Agreement. Minor changes to include matters such as longer and/or more frequent unpaid breaks, and changes to clause 19.2(d) to remove the words "if required by the parties", this sub clause now states "include a mechanism to terminate and/or review the agreement".

19. Flexible Work – General Principles and Requirements

This new clause replaces all the elements of clause 20 in the current Agreement. This clause has been changed to provide a more comprehensive explanation of the flexible work options available to employees. Greater clarity of permissible reasons for not approving an employee's request are included in this Agreement as the reasonable business grounds are in the definitions section.

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

20. Flexible Lifestyle (Purchased) Leave

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

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

PART 3 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

21. Recognition of Prior Employment

This is clause 21 in the current Agreement. There is no change to this clause.

22. Types of Employment

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

23. Full-Time Employment

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

24. Part-Time Employment

This is clause 22 in the current Agreement. The part-time provisions from clause 22 have been retained with the inclusion of the undertakings in relation to part-time Undergraduate employees performing additional hours and includes the new definition of part-time employment with the introduction of the 36.75 hour week from 9 April 2026 and what constitutes overtime.

25. Casual Employment

This is clause 23 in the current Agreement. Changes have been made defining casual employment in the new Agreement, inclusion of a minimum engagement period and incorporates for an increase of casual loading from 20% to 25%. Inclusion of new provisions defining casual employment and the employment relationship and provides for an eligible casual employee's right to request and employer's obligation to offer conversion from casual employment to full-time or part-time employment. This clause also provides that where the minimum daily engagement is less than three hours, that superannuation guarantee will be paid to the full three hours provided they do not attract overtime.

26. Apprentices

This is clause 24 in the current Agreement. Changes have been made to separate Apprentices and Trainees into their own clauses. This clause has been updated to include a definition of a hosted apprentice and the addition of a guaranteed intake of eight hosted apprentices per year with amendments to targeting females (removal of current 50% target) and people from diverse cultures.

The clause also provides for an entitlement for hosted apprentices to access the Employee Assistance Program, an entitlement to three weeks personal leave on employment and recognition of prior service with an NTPS apprentice employer for the purposes of long service leave and parental leave.

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

27. Graduates

This is a new clause in the new Agreement. This clause includes a guaranteed intake of two Graduates per year.

28. Trainees

This is clause 24 in the current Agreement. Changes have been made to separate Apprentices and Trainees into their own clauses. This clause has been updated to include a guaranteed intake of two hosted Trainees per year.

29. Use of Contractors for Core Work

This is clause 25 in the current Agreement. Changes have been made to implement a Contractors Consultative Committee to manage consultation requirements of the clause for the use of contractors for core work. The floor aggregate rates have been updated to be based on an hourly rate of a relevant classification including the specific allowances that apply to that classification. The core work definitions have also been expanded to include activities directly associated with:

- the operation, construction and routine maintenance of assets and systems;
- planning and infrastructure delivery;
- plant and equipment operations;
- information and communications technology; and
- customer services.

For the avoidance of doubt the clause has been updated to stipulate that the use of contractor provisions do not extend to functions associated with Gas Services, regulatory compliance and/or administrative support.

30. Probation

This is clause 26 in the current Agreement. There is no change to this clause.

31. Termination, Resignation or Abandonment of Employment

This is clause 27 in the current Agreement. There is a minor amendment to this clause that clarifies that the abandonment of employment provisions will be subject to the relevant minimum notice periods within the clause.

32. Training and Development

This is clause 30 in the current Agreement. There is a new sub clause acknowledging the NTPS Aboriginal Employment and Career Development Strategy for 2021 – 2025 and Employment Instruction Number 15 (Special Measures) as a key policy initiative and legislation respectively supporting Aboriginal recruitment, training and career progression.

33. Timesheet Recording

This is clause 31 in the current Agreement. Minor update to terminology from “operational” to “approved” work order.

34. Resourcing

This is a new clause which acknowledges that PWC is committed to staffing levels being appropriate to ensure the safe delivery of services. This clause recognises that PWC must operate within the Statement

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of Corporate Intent and provides authority to the Joint Consultative Committee to make recommendations to the CEO on resourcing matters contained within this clause.

35. Work Organisation

This is clause 34 in the current Agreement. This clause has been updated to remove reference to a review of Schedule 3, a commitment under the current agreement.

36. Remote Localities

This is clause 35 in the current Agreement. There is a minor change to this clause to reference the new Determination number 1014 of 2022 for Satellite TV or Internet Service Reimbursement.

37. Laundry Facilities

This is clause 36 in the current Agreement. Minor update to terminology from “PPE” to “PPC & E” in line with the definition. PPC & E means Personal Protective Clothing and Equipment.

38. Union Related Matters

This is clause 37 in the current Agreement. The revised clause has removed the current requirement for an employee to have completed 12 months continuous service prior to accessing paid union delegate training leave.

PART 4 – RATES OF PAY AND RELATED MATTERS

39. Rates of Pay

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

40. Adjustments in Salaries and Allowances

This is clause 39 in the current Agreement. There are significant changes to this clause with the breakdown of the new salary and allowances increases for each relevant year and classification including the roll in of the Administration and Corporate Service Bonus and Industry Specific Skills Allowance (ISSA). There are no change to the current allowances provisions except for commitment that allowances will not reduce if the CPI is negative and the references to ISSA have been removed and covered under clause 51.

41. Payment of Salaries and Allowances

This is clause 40 in the current Agreement. There are minor wording changes to provide clearer wording.

42. System Control Operator Salary Arrangements

This is clause 42 in the current Agreement. Updates provide for an annualised allowance of 46% in lieu of shift penalties and a 96 hour overtime component and leave loading shift penalty provisions currently provided for in Commissioner for Public Employment (CPE) Determination 1053 of 2019. This clause also contains a provision to recognise additional public holidays (not covered by the 46% allowance) which may be declared under the *Public Holidays Act 1981*.

43. Technical Coordinator Salary Arrangements

This is clause 43 in the current Agreement. Changes have been made that allows Technical Coordinators (TCs) access to flexible work arrangements without requirement to complete the 265 hour additional hours component and clarification on the application of overtime and TOIL for excess travel time. The clause also provides an improvement which allows TCs to allocate 1.5 hours to their 265 additional hours component when responding to alarms and telephone calls.

44. Corporate Safety Initiative

This is clause 32 in the current Agreement. There is minor updates to clarify the clause and that the rates are provided for in clause 46.

45. Pay Progression

This is clause 45 in the current Agreement. Provides clarification on current practice and how to apply successful completion of MyPlan when on temporary promotion/transfer to another role covering multiple cycles. The changes also clarify current Operator progression to higher classification levels, i.e. Operator to Senior Operator that would currently requires a full merit selection process under the PSEM Act would apply however progression occurs through panel certification and job models.

46. Performance Achievement

This is clause 46 in the current Agreement. Removal of the transitional provisions from the current agreement with respect to the MyPlan rating for the initial 2018-2019 cycles in favour of clarifying that an overall three rating is required. Changes clarifies the current practice with respect to Top of Band Bonus to Operators and minor position title updates. This clause has also been improved to provide that employees on parental leave, who have completed at least 6 months of service, will be eligible to undertake a performance review to attain a pay point progression. References to pay progression entitlement have been removed as these are provided for in clause 44 (Pay Progression). A sub-clause clarifying that the ACS bonus will cease with effect from the 2023-2024 MyPlan cycle has been included as the bonus will be rolled into salary in 2024. With the roll in of ISSA and ACS, the bonus table has been updated to clarify the top of band bonus applicable to each.

47. Pay Point on Promotion

This is a new clause in the Agreement. The clause provides for Technical Coordinators, Technical Specialists and Science and Engineering Professionals to be appointed above the base pay point on promotion currently provided for in CPE Determinations 1054 of 2019 and 1055 of 2019.

48. Superannuation

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

49. Salary Sacrifice for Employer Superannuation

This is clause 47 in the current Agreement. There is no change to this clause.

50. Salary Sacrifice Packaging

This is clause 48 in the current Agreement. There is no change to this clause.

PART 5 – ALLOWANCES AND SPECIAL RATES

51. Industry Specific Skills Allowance

This is clause 49 in the current Agreement. The provision has been improved to contain increases of \$1000 per annum to the ISSA rates each year from 2021 to 2023 until the allowance is rolled into salary in July 2024.

52. Dual Trade Market Allowance

This is clause 50 in the current Agreement. There is no change to this clause.

53. Availability Allowance

This is clause 51 in the current Agreement. The clause has been updated to clarify that an employee who is required to be available for call out on a partial public holidays will be credited or paid, the relevant number of hours recreation leave or hours of pay. The clause also been updated to clarify that employees on Extra Duties Allowance (EDA) are entitled to the leave credit or payment provisions for being rostered for call out on a public holiday

54. Consolidated Disability Allowance

This is clause 52 in the current Agreement. There is no change to this clause.

55. Extra Duty Allowance

This is clause 53 in the current Agreement. This provision has been improved to provide for payment of EDA on periods of all forms of paid leave under the new Agreement.

56. Higher Duties Allowance

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

57. Professional Development Allowance

This is clause 55 in the current Agreement. Minor updates for clarity and removal of the allowance rates in favour of referencing Schedule 2. Professional Development Allowance continues to increase in line with CPI (refer clause 40.3 in the new Agreement).

58. Pre-eminent Professional Allowance

This is clause 56 in the current Agreement. There is no change to this clause.

59. HV Field Operator Allowance

This is clause 57 in the current Agreement. Clause has been updated to provide for payment of the allowance to authorised employees in regions currently provided for in CPE Determination 1057 of 2019.

60. Relocation Allowance

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

61. Relocation Expenses – Employment or Transfer

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

62. Team Leader Allowance

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

63. Travelling Allowance

This is clause 61 in the current Agreement. There is no change to this clause.

64. Hardship Accommodation Allowance

This is clause 62 in the current Agreement. There is no change to this clause.

65. Tool Allowance

This is clause 63 in the current Agreement. A minor change to this clause clarifying that the allowance counts as salary for all purposes in line with current practice.

66. Damaged Clothes and Tools

This is clause 64 in the current Agreement. The title has been updated which does not change the operation of the entitlement.

67. Motor Vehicle Allowance

This is clause 65 in the current Agreement. There is no change to this clause.

68. First Aid Allowance

This is clause 66 in the current Agreement. Minor wording to update course title and unit code.

69. Northern Territory Allowance

This is clause 67 in the current Agreement. There is a minor change to reference the date (4 July 2019) prior to the commencement of the current Agreement (for the purpose of being eligible to Northern Territory Allowance).

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

70. Hours of Work (Non-shiftworkers)

This is clause 68 in the current Agreement. Definitions relating to “additional hours” and “overtime” have been moved to clause 3 (Definitions). The clause introduces a 36.75 hour week on 9 April 2026 and that the parties will consult on the implementation in accordance with the Management of Change clause.

71. Rostered Days Off

This is clause 69 in the current Agreement. The changes within this clause relate to the introduction of a 36.75 hour week on 9 April 2026.

72. Flexible Working Hours (Flextime)

This is clause 70 in the current Agreement. The clause has been updated to remove the current forfeiture of flextime provisions and the ability for employees to accrue 5 days recreation leave with the reinstatement of the 6th week of recreation leave. The clause also introduces a 36.75 hour week on 9 April 2026.

73. Work at Public Forums

This is clause 71 in the current Agreement. There is no change to this clause.

74. Overtime

This is clause 72 in the current Agreement. Definitions of “day”, “excess travelling time”, “ordinary time”, “overtime” and “salary” have been moved to clause 3 (Definitions). Additional improvements have been made providing for manager discretion to apply a stand-down period without loss of pay when overtime is performed for less than four hours between 10 pm and one and a half hours before normal start time (e.g. 6 am). Additional clarification of minimum payments for overtime where an employee is on call and not required to return to duty when responding to telephone calls or computer alarms. The overtime barriers have been varied to compensate for the roll in of ISSA in 2024

Further improvements to excess travelling time to provide employees who receive a salary in excess of the first pay point of Band 2 and up to the top pay point of the Band 3 eligibility to accrue TOIL that is to be taken within three months or as agreed with the Chief Executive Officer. This does not include employees who receive an allowance in lieu of overtime or extra duty allowance.

75. Call Out Arrangements

This is clause 73 in the current Agreement. Clause has been updated to provide for a mandatory one week break from being “on call” following two weeks “on call”. Further improvements provide for mandatory breaks of 3 weeks after being on a continuous on call pattern for 8 weeks. Variations to these patterns may only occur in exceptional circumstances and will require agreement from the employee.

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

76. Relief for Regional Centres

This is clause 74 in the current Agreement. Clause has been updated to include a commitment to the development and implementation of an appropriate resourcing strategy for regional centres.

77. Meal Breaks and Overtime Meal Allowances

This is clause 75 in the current Agreement. There is no change to this clause.

78. Shiftwork

This is clause 76 in the current Agreement. The changes to this clause relate to the introduction of a 36.75 week on 9 April 2024 and clarifies that shiftworkers (Operators) have time for meals within their rosters. Further this clause has been updated to clarify that an employee who is required to be available for call out on a partial public holiday, will be credited or paid the relevant number of hours recreation leave or hours of pay.

PART 7 – TYPE OF LEAVE AND PUBLIC HOLIDAYS

79. Public Holidays

This is clause 77 in the current Agreement. There is no change to this clause.

80. Compassionate Leave

This is clause 78 in the current Agreement. Clause definitions moved to clause 3 (Definitions).

The clause provides for improved entitlements of:

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

81. Long Service Leave

This is clause 79 in the current Agreement. Clause updated to provide for recognition of prior service of Australian Defence Force service for the purposes of long service leave.

82. Parental Leave

This is clause 80 in the current Agreement. Clause changed to reflect enhancements to parental leave as follows:

- New entitlement to eight hours paid leave for pregnant employee, or an employee whose partner is pregnant, to attend pre-natal appointments. Unpaid leave available for casuals;
- Paid pre-adoption or permanent care order leave (currently unpaid) to attend interviews or examinations required in order to obtain approval for the employee's adoption or permanent/long term care of a child. No change for casuals who may access unpaid leave for this purpose;
- Incorporates into the Agreement the parental leave entitlements for foster carer or kinship carer's leave and permanent/long term care order entitlements from the CPE's Determination 7 of 2020.
- The right to return to work on reduced hours (e.g. part-time) for up to 6 months (currently this is a right to request only). A longer period is possible subject to CEO's agreement.
- Existing entitlement improved to provide for all paid parental leave to be taken at half pay.
- Clauses amended, as required, to address any potential inconsistencies with NES/FW Act due to amendments to that Act during the term of the current Agreement.
- A pregnant employee will not be required to provide a medical certificate (fit to work) where the employee intends to work within the 6 week period immediately prior to the expected date of

birth. However, if Primary Caregiver Parental Leave has not already started, it must commence on the date of birth (day of placement) of the child.

- Partner Leave - there is no longer a distinction between the '8 weeks' of Partner Leave (which currently must be taken in the first 12 months) and the longer Partner Leave of 12 months or 3 years (entitlement depends on the employee's years of continuous service). Employees taking Partner Leave have the ability to utilise some of their 12 month or 3 year entitlement in a flexible manner to enable being on parental leave at the same time as their spouse.
- Improvements to payment of employer superannuation guarantee contributions during the first 12 months of parental leave:
 - New entitlement - Superannuation will be payable during paid and unpaid Partner Leave as if the employee had been at work provided the employee has at least 12 month service and their spouse is also an NTPS employee.
 - Improved entitlement - Superannuation paid at double the legislated rate during a period of paid Primary Caregiver Parental Leave or Special Maternity leave (stillbirth). Normal superannuation will be payable on any unpaid parental leave taken in the first 12 months as if the employee had been at work.
- The definition of 'continuous service', which determines an employee's paid parental leave entitlements, has been expanded to enable prior service with other NT Government agencies (e.g. Aboriginal Areas Protection Authority, NT Police) to be recognised.
- Other technical changes:
 - Simplified where possible (e.g. new headings, overall format and greater use of tables)
 - Notice and evidence requirements into one section
 - New definitions for 'miscarriage' and 'stillbirth'
 - Includes signpost clauses to compassionate leave which is available in the case of a miscarriage or stillbirth.

83. Foster and Kinship Carers Leave

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

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

84. Recreation Leave

This is clause 81 in the current Agreement. The definition of 'month' and 'year' have been moved to definitions section under clause 3. Clause updated to reference definition of a shiftworker for the purpose of the additional week of recreation leave. In addition, the recreation leave at half pay provisions contained in current Schedule 6 have been moved into this clause.

Re-instatement of the 6th week of annual recreation leave for employees nominally stationed in the Northern Territory effective from the commencement of the Agreement. Accrual of a 6th week of leave will also apply from 16 July 2022 for employees who are entitled to 5 weeks recreation leave under the current agreement (based on service/conditions- in the clause). The clause removes the provisions for employees who are currently on 5 weeks recreation leave to accrue or purchase an additional week of leave. Further, the excess leave provisions have been updated to reflect 10 weeks (or 15 weeks in the case of compulsory transferees) as the excess leave limits, however provides a an employee can seek approval from the CEO to delay utilisation of excess leave.

85. Christmas Closedown

This is clause 82 in the current Agreement. There is no change to this clause.

86. Recreation Leave Loading

This is clause 83 in the current Agreement. There is a minor change to the reporting period reference regarding the Australian Statistician's Northern Territory male average weekly total earnings to change from June quarter to May reference period. This change is because Australian Bureau of Statistics no longer provide a June report.

87. Recreation Leave Airfares

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

88. Personal Leave

This is clause 85 in the current Agreement. Minor drafting updates for clarification. War service and infectious disease provisions have been moved to their own standalone clauses.

Clause definitions moved to clause 3 (Definitions).

89. Infectious Diseases Leave

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

90. War Service Leave

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

91. Leave to Attend Arbitration Business

This is clause 86 in the current Agreement. The title has been updated. This clause has been amended to align with and include the provisions currently provided in By-Law 17 into the new Agreement.

92. Release to Attend as a Witness

This is clause 87 in the current Agreement. This clause has been amended to align and incorporate the provisions currently provided in By-Law 21 into the new Agreement.

93. Release for Jury Service

This is clause 88 in the current Agreement. This clause has been amended to align with and include the provisions currently provided in By-Law 20 into the new Agreement. There are changes to clarify jury service during paid leave that provides if an employee's period of 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. Minor wording changes in the note referencing the Juries Regulations.

94. Study Assistance and Leave

This is clause 89 in the current Agreement. There is no change to this clause.

95. Domestic, Family and Sexual Violence Leave

This is clause 90 in the current Agreement. The title has been amended and there are improvements to allow employees who experience sexual violence to access the leave and consistency with wider NTPS provisions.

96. Cultural Leave

This is clause 91 in the current Agreement. Consistent with improved NTPS common conditions, "Cultural leave" is the umbrella term for the two types of leave: cultural and ceremonial leave, and NAIDOC week leave. Nil change to cultural and ceremonial leave. A new provision providing for up to three hours paid leave to attend NAIDOC week activities where TOIL or flextime not available.

97. Kinship Obligation Leave

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

98. Defence Service Leave

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

99. Gender Transition Leave

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

100. Blood Donor Leave

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

101. Leave to Engage in voluntary emergency management activities

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

102. Health Screening Leave

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

103. Special Leave Without Pay

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

Schedule 1 – Salary Structures

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

Schedule 2 – Allowances

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

Schedule 3 – Classification Stream Descriptors and Stream Specific Progression Principles

Updates to this schedule include general updates to titles, changes to align pay progression competencies to be consistent with clause 44 Pay Progression and clause 45 Performance Achievement in the new Agreement, changes to the salary table for interim service coordinators to provide current rates, and commitment around job evaluations being conducted for relevant Operator positions. Removal of reference to pay progressions being implemented no later than 3 months of the assessment (note this was supposed to be removed in drafting of current Agreement).

Schedule 4 - Northern Territory Public Sector Redeployment and Redundancy Entitlements

There is no change to this schedule.

Schedule 5 – Safety Bonus Table

Minor updates to terminology.

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

The current Agreement was made on 29 January 2019. Since this date there have been variations to the Northern Territory Public Sector Enterprise award 2016 [MA000151] (the Award). The variations can be found at [Northern Territory Public Sector Enterprise Award 2016 \[MA000151\] | Fair Work Commission \(fwc.gov.au\)](http://www.fwc.gov.au/Northern-Territory-Public-Sector-Enterprise-Award-2016-MA000151)

Minimum Wage and Expense Related Allowances

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

Power and Water Enterprise Agreement

Damaged clothes and tools). The Agreement also consolidates the rates of number of allowances under the Award (i.e. those covered by Consolidated Disability Allowance).

Casual Terms

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

The proposed agreement includes casual employment as a type of employment (cl22) and a definition of casual employee (cl 25.1), and that an employees right to request an employers obligations to offer conversion from casual employment to fulltime or part time employment are provided for in the NES (cl 25.6).