This Fair Work Australia consolidated award incorporates all amendments up to and including 16 November 2005 (variation PR965185).

Clauses affected by the most recent amendment(s) are:

17. Physical grade employees
19. Technical employees
20. Administrative employees
21. Professional employees
23. Safety net adjustment
31. Physical grade employees
32. General allowances
33. Special rates allowances

About this Award:
This award consolidates the Power And Water Authority Employees Award 1988 [AW792396/P0178]

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.33 action on the Commission’s own motion
(C No. 30408 of 1998)

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00530 of 1998)

POWER AND WATER AUTHORITY EMPLOYEES AWARD 1988
(ODN C No. 05738 of 1981)
[Print F0356 [AW792396]]

Various employees Northern Territory

COMMISSIONER EAMES DARWIN, 8 NOVEMBER 2002

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 8 November 2002, [Print PR924437] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:
PART 1 - APPLICATION AND OPERATION OF AWARD

1. TITLE

This award shall be known as the Northern Territory Power and Water Corporation Employees Award 2002.
2. **ARRANGEMENT**

**Part 1 - Application and operation of award**

1. Title
2. Arrangement
3. Anti-discrimination
4. Parties bound
5. Relationship with other awards
6. Date of operation and duration
7. Definitions

**Part 2 - Consultation and dispute resolution**

8. Enterprise flexibility provisions
9. Grievance/dispute settling procedure

**Part 3 - Employment relationship and related matters**

10. Probation
11. Part-time employment
12. Casual employment
13. Termination
14. Redundancy
15. Recognition of prior employment

**Part 4 - Rates of pay and related matters**

16. Payment of salary
17. Physical grade employees [PR965185]
18. Apprentices
19. Technical employees [PR965185]
20. Administrative employees [PR965185]
21. Professional employees [PR965185]
22. Juniors
23. Safety net adjustment [PR965185]
24. Transitional
25. Training
26. Skills extension and training conditions
27. Tasks and competency
28. Work organisation

**Part 5 - Allowances and special rates**

29. Higher duties allowance
30. Extra rates not cumulative
31. Physical grade employees [PR965185]
32. General allowances [PR965185]
33. Special rates allowances [PR965185]
34. Allowance for damaged clothes and tools
Part 6 - Hours of work, shift work, meal breaks and overtime

35. Hours of work  
36. Meal and rest breaks  
37. Overtime  
38. Shift work  

Part 7 - Type of leave and public holidays

39. Public holidays  
40. Annual leave  
41. Annual leave - leave loading  
42. Personal leave  
43. Leave to attend industrial relations business  
44. Leave to attend workplace relations training courses, seminars, etc.  
45. Parental leave  
46. Special leave - with pay  
47. Employee called as witness  
48. Jury service  

Part 8 - Transfers, travelling, working away from usual place of work

49. Conveyance of employee and dependants on appointment  
50. Transfer expenses  
51. Travelling time between jobs and on official duty  

Part 9 - Award compliance

52. Notice board

Schedule A - Transitional provisions to new classifications

Schedule B - Former paid rates award transitional provisions
3. ANTI-DISCRIMINATION

3.1 It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the Workplace Relations Act 1996 through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

3.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

3.3 Nothing in this clause is taken to affect:

3.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or Northern Territory anti-discrimination legislation;

3.3.2 junior rates of pay;

3.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State, Territory or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission, or the Northern Territory Anti-Discrimination Commissioner;

3.3.4 the exemptions in s.170CK(3) and (4) of the Act.
4. PARTIES BOUND

This award shall apply in the Northern Territory and shall be binding upon:

4.1 the following organisations and their officers and members:

- The Community and Public Sector Union;
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
- Australian Liquor, Hospitality and Miscellaneous Workers Union;
- Transport Workers’ Union of Australia; and

4.2 the Northern Territory Commissioner for Public Employment,

with respect to employees who are employed in the Northern Territory Power and Water Corporation in any of the classifications or classes of work specified in this award, whether they are members of the organisations in 4.1 or not.
5. RELATIONSHIP WITH OTHER AWARDS

5.1 Former paid rates status of this award

The parties acknowledge that this award prior to its variation on 8 November 2002 was a paid rates award.

5.1.1 Schedule B - Former paid rates award transitional provisions, provides transitional arrangements for existing employees.

5.2 This award supersedes the Power and Water Authority Employees Award 1988 [Print F0356 [AW792396]].

5.3 Nothing in this award shall in itself operate to reduce the conditions of employment, in respect of allowable matters, of an existing employee which were in existence immediately prior to or at the commencement of this award.
6. DATE OF OPERATION AND DURATION

This award comes into force on 8 November 2002 and will continue in force for a period of twelve months.
7. DEFINITIONS

7.1 For the purposes of this award and unless the context otherwise dictates:

7.1.1 **Act** means the *Workplace Relations Act 1996* (as varied from time to time).

7.1.2 Adult apprentice means an employee of the Power and Water Corporation in the Physical and Technical levels who is 21 years of age or over at the time of entering into a contract of indenture and training.

7.1.3 **Association** means an organisation of employees bound by this award.

7.1.4 **Chief executive officer** means a person appointed as such under the Northern Territory *Public Sector Employment and Management Act 1993* (as amended from time to time).

7.1.5 **Commission** means the Australian Industrial Relations Commission.

7.1.6 **Commissioner** means the Northern Territory Commissioner for Public Employment.

7.1.7 **Power and Water** means the Northern Territory Power and Water Corporation.

7.1.8 **Employee** means a person employed by the Commissioner in the Northern Territory Power and Water Corporation on a full-time or part-time basis.

7.1.9 **Union** means an organisation of employees bound by this award.

7.2 Physical grades employee 1

7.2.1 A Physical grades employee 1 is an employee who has completed the PAWA Certificate I or equivalent training so as to enable the employee to perform work within the scope of this level.

7.2.2 An employee at this level performs work to the level of his/her training:

7.2.2(a) is responsible for the quality of his/her own work subject to routine supervision;

7.2.2(b) works under routine supervision either individually or in a team environment;

7.2.2(c) exercises discretion within his/her level of skills and training.

7.2.3 Indicative tasks which an employee at this level may perform are based on the National Competency Standards for this level.
7.3 Physical grades employee 2

7.3.1 A Physical grades employee 2 is an employee who has completed the PAWA Certificate II or equivalent training so as to enable the employee to perform work within the scope of this level.

7.3.2 An employee required to perform work at this level performs work above and beyond the skills of a Physical grades employee 1 and to the level of his/her training:

7.3.2(a) works from complex instructions and procedures;
7.3.2(b) assists in the provision of on-the-job training to a limited degree;
7.3.2(c) coordinates work in a team environment or works individually under general supervision;
7.3.2(d) is responsible for assuring the quality of their own work.

7.3.3 Indicative tasks which an employee at this level may perform are based on the National Competency Standards for this level.

7.4 Physical grades employee 3

7.4.1 Non-trades physical grades employee 3

7.4.1(a) A Non-trades physical grades employee 3 is an employee who while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of a trade certificate level qualification (i.e. PAWA Certificate III) in the production, distribution or stores functions according to the needs of Power and Water.

7.4.1(b) A Non-trades physical grades employee 3 works above and beyond an employee at Physical grades employee 2 and to the level of his/her training:

7.4.1(b)(i) understands and applies quality control techniques;
7.4.1(b)(ii) exercises good interpersonal communication skills;
7.4.1(b)(iii) exercises discretion within the scope of this grade;
7.4.1(b)(iv) exercises keyboard skills at a level higher than a Physical grades employee 2;
7.4.1(b)(v) performs work under general supervision either individually or in a team environment; and
7.4.1(b)(vi) able to inspect products and/or materials for conformity with established operational standards.
7.4.1(c) Indicative tasks which an employee at this level may perform are based on the National Competency Standards for this level.

7.4.2 Tradesperson - level 1

7.4.2(a) A Tradesperson - level 1 is an employee who holds a trade certificate or tradespersons rights certificate as a:

7.4.2(a)(i) Tradesperson (electrical/electronic) - level 1; or
7.4.2(a)(ii) Tradesperson (mechanical) - level 1; or
7.4.2(a)(iii) Tradesperson (fabrication) - level 1;
7.4.2(a)(iv) and is able to exercise the skills and knowledge of that trade.

7.4.2(b) A Tradesperson - level 1:

7.4.2(b)(i) understands and applies quality control techniques;
7.4.2(b)(ii) exercises good interpersonal and communication skills;
7.4.2(b)(iii) exercises discretion within the scope of this grade;
7.4.2(b)(iv) performs work under limited supervision either individually or in a team environment;
7.4.2(b)(v) operates all lifting equipment incidental to their work;
7.4.2(b)(vi) performs non-trades tasks incidental to their work;
7.4.2(b)(vii) performs work which while primarily involving the skills of the employee’s trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
7.4.2(b)(viii) able to inspect products and/or materials for conformity with established operational standards.

7.5 Physical grades employee 4

7.5.1 Special class tradesperson - level 1

7.5.1(a) A Special class tradesperson - level 1 means a:

7.5.1(a)(i) Special class tradesperson (electrical/electronic) - level 1; or
7.5.1(a)(ii) Special class tradesperson (mechanical) - level 1; or
7.5.1(a)(iii) Special class tradesperson (fabrication) - level 1;

7.5.1(a)(iv) who has completed the following training requirements:

7.5.1(a)(iv)(1) six appropriate modules in addition to the training requirements of Physical grades employee 3; or

7.5.1(a)(iv)(2) six appropriate modules towards an Advanced Certificate; or

7.5.1(a)(iv)(3) six appropriate modules towards an Associate Diploma.

7.5.1(b) A Special class tradesperson - level 1 works above and beyond a tradesperson at Physical grades employee 3 and to the level of his/her training:

7.5.1(b)(i) exercises the skills attained through satisfactory completion of the training prescribed for this classification;

7.5.1(b)(ii) provides trade guidance and assistance as part of a work team;

7.5.1(b)(iii) assists in the provision of training in conjunction with supervisors and trainers;

7.5.1(b)(iv) understands and implements quality control techniques;

7.5.1(b)(v) works under limited supervision either individually or in a team environment.

7.5.1(c) The indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks based on the National Competency Standards for the following occupational groupings:

- Electrical/electronic;
- Mechanical;
- Fabrication.

7.6 Physical grades employee 5

7.6.1 Special class tradesperson - level 2

7.6.1(a) A Special class tradesperson - level 2 means a:

7.6.1(a)(i) Special class tradesperson (electrical/electronic) - level 2; or

7.6.1(a)(ii) Special class tradesperson (mechanical) - level 2; or
7.6.1(a)(iii) Special class tradesperson (fabrication) - level 2;

7.6.1(a)(iv) who has completed the following training requirements:

  7.6.1(a)(iv)(1) three appropriate modules in addition to the requirements of a Physical grades employee 4; or
  7.6.1(a)(iv)(2) nine appropriate modules towards an Advanced Certificate; or
  7.6.1(a)(iv)(3) nine appropriate modules towards an Associate Diploma;

7.6.1(b) A Special class tradesperson - level 2 works above and beyond a Special class tradesperson - level 1 and to the level of his/her training:

  7.6.1(b)(i) exercises the skills attained through the satisfactory completion of the training prescribed and agreed to for this classification;
  7.6.1(b)(ii) is able to provide trade guidance and assistance as part of a work team;
  7.6.1(b)(iii) provides training in conjunction with supervisors and trainers;
  7.6.1(b)(iv) understands and implements quality control techniques;
  7.6.1(b)(v) works under limited supervision either individually or in a team environment.

7.6.1(c) The indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks based on the National Competency Standards for the following occupational groupings:

- Electrical/electronic;
- Mechanical;
- Fabrication.

7.7 Physical grades employee 6

7.7.1 Advanced tradesperson - level 1

7.7.1(a) An Advanced tradesperson - level 1 means an:

  7.7.1(a)(i) Advanced tradesperson (electrical/electronic) - level 1; or
  7.7.1(a)(ii) Advanced tradesperson (mechanical) - level 1; or
  7.7.1(a)(iii) Advanced tradesperson (fabrication) - level 1;
7.7.1(a)(iv) who has completed:

7.7.1(a)(iv)(1) twelve appropriate modules of an Advanced Certificate; or
7.7.1(a)(iv)(2) twelve appropriate modules of an Associate Diploma; or
7.7.1(a)(iv)(3) equivalent accredited training.

7.7.1(b) An Advanced tradesperson - level 1 works above and beyond a Special class tradesperson - level 2 and to the level of his/her training:

7.7.1(b)(i) undertakes quality control and work organisation at a level higher than that required of a Special class tradesperson - level 2;

7.7.1(b)(ii) provides trade guidance and assistance as part of a work team;

7.7.1(b)(iii) assists in the provision of training to employees in conjunction with supervisors/trainers;

7.7.1(b)(iv) performs maintenance planning and productive maintenance work not in technical fields;

7.7.1(b)(v) works under limited supervision either individually or in a team environment;

7.7.1(b)(vi) prepares reports of a technical nature on specific tasks or assignments as directed;

7.7.1(b)(vii) exercises broad discretion within the scope of this level.

7.7.1(c) The indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks based on the National Competency Standards for the following occupational groupings:

- Electrical/electronic;
- Mechanical;
- Fabrication.

7.8 Physical grades employee 7

7.8.1 Advanced tradesperson - level 2

7.8.1(a) An advanced tradesperson - level 2 means an:

7.8.1(a)(i) Advanced tradesperson (electrical/electronic) - level 2; or
7.8.1(a)(ii) Advanced tradesperson (mechanical) - level 2; or
7.8.1(a)(iii) Advanced tradesperson (fabrication) - level 2;
7.8.1(a)(iv) who has completed:
   7.8.1(a)(iv)(1) An Advanced Certificate; or
   7.8.1(a)(iv)(2) Fifteen modules or 2nd year part-time of an Associate Diploma; or
   7.8.1(a)(iv)(3) Equivalent accredited training;
7.8.1(b) An advanced tradesperson - level 2 works above and beyond an advanced tradesperson - level 1 and to the level of his/her training:
   7.8.1(b)(i) provides technical guidance within the scope of this level;
   7.8.1(b)(ii) prepares reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level;
   7.8.1(b)(iii) has an overall knowledge and understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out his/her task;
   7.8.1(b)(iv) assists in the provision of on the job training in conjunction with supervisors and trainers.
7.8.1(c) The indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks based on the National Competency Standards for the following occupational groupings:
   - Electrical/electronic;
   - Mechanical;
   - Fabrication.
7.9 Physical grades employee 8
7.9.1 Physical grades employee 8 means an employee who works above and beyond an employee at Physical grades employee 7 and has successfully completed third year part-time (or 22 modules) of an Associate Diploma or the equivalent level of accredited training and is engaged in:
7.9.1(a) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or

7.9.1(b) Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

7.9.2 The indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks based on the National Competency Standards for the following occupational groupings:

- Electrical/electronic;
- Mechanical;
- Fabrication.

7.10 Physical grades employee 9

7.10.1 Physical grades employee 9 means an employee who works above and beyond a Physical grades employee 8 and has successfully completed an associate diploma or the equivalent level of accredited training and is engaged in:

7.10.1(a) Performing draughting, or planning or technical duties which require the exercise of judgement and skill in excess of that required by a Physical grades employee 8; or

7.10.1(b) Possesses the skills of a Physical grades employee 8 in a technical field and exercises additional skills in a different technical field as defined.

7.10.2 The indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks based on the National Competency Standards for the following occupational groupings:

- Electrical/electronic;
- Mechanical;
- Fabrication.
PART 2 - CONSULTATION AND DISPUTE RESOLUTION

8. ENTERPRISE FLEXIBILITY PROVISIONS

(see ss.113A and 113B of the Act)

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

8.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

8.2 For the purpose of the consultative process the employees may nominate the Union or another to represent them.

8.3 Where agreement is reached an application shall be made to the Commission.
9. **GRIEVANCE/DISPUTE SETTLING PROCEDURE**

In the event of a dispute arising every endeavour shall be made to amicably settle the same by direct negotiations and consultation between the parties to this award. To facilitate the settlement of any such dispute the following channels of communication shall apply.

9.1 The employee(s) shall discuss matters affecting him or her (them) with his or her (their) immediate supervisor. The employee may appoint another person to act on their behalf including a shop steward or delegate of their Union.

9.2 If the matter is not resolved at this level the employee may discuss the matter with his or her (their) Union representative or other representative at a time suitable to the supervisor. Permission for such discussions shall not unreasonably be withheld and where a shop steward or delegate is involved he or she shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor.

9.3 If agreement is not reached at this level, a Union representative shall approach the responsible agency head or his/her nominee, for further discussion.

9.4 If the matter is not resolved at the above discussions, the parties shall arrange further discussion with senior management. The employee may invite a Union official to be involved in the discussions. The shop steward or delegate shall be allowed, at a place designated by the employer, a reasonable period of time during working hours to interview the duly accredited Union officials of the Union to which they belong.

9.5 If the matter is not resolved either party shall be at liberty to refer the matter to the Commissioner or the Commissioner’s nominee who shall determine the matter.

9.6 While the parties are attempting to resolve the matter, work shall continue in accordance with this award unless the employee has a reasonable concern about an imminent risk to his or her health or safety. Where such reasonable concern exists the employee must comply with any reasonable direction by his or her supervisor/manager to perform other available work, that is safe and appropriate for the employee to perform.

9.7 Notwithstanding the above, it is open to any party to have the matter referred at any stage to the Australian Industrial Relations Commission for settlement or resolution.
PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

10. PROBATION

10.1 Engagement shall be subject to a probationary period of six months from the date of engagement.

10.2 At the completion of the probationary period, Power and Water shall either confirm or terminate the contract of employment.

10.3 An employee engaged specifically as a casual as per clause 12 - Casual employment shall be excluded from this clause.
11. PART-TIME EMPLOYMENT

11.1 This clause applies to Administrative and Professional employees.

11.2 No employee who is currently employed on a full-time basis shall be required to convert to regular part-time employment or transfer without their consent to enable regular part-time employment.

11.3 Unions shall be advised six monthly of the numbers of part-time employees by salary stream within the Public Sector by the Commissioner for Public Employment.

11.4 A regular part-time employee is an employee who works less than full-time hours of 38 or 36.75 per week according to their parent award; and has predictable hours of work; and receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

11.5 The employer and the regular part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

11.6 Any agreed variations to the regular pattern of work will be recorded in writing.

11.7 The span of hours during which a part-time employee may work their ordinary hours shall be the same span applicable to full-time employees, that is 7.00 a.m. to 5.30 p.m.
12. **CASUAL EMPLOYMENT**

12.1 A casual employee is a person specifically engaged and paid as such, employment being by the hour.

12.2 An employee employed as a casual ceases to be a casual employee after being continually employed for more than three weeks.

12.3 **Rate of payment for casual employees**

12.3.1 A casual Physical grade employee shall be paid each ordinary hour worked at the rate of 1/37.5 of the weekly rate for the class of work performed; plus

12.3.1(a) a casual loading of 20% of the amount in 12.3.1; plus

12.3.1(b) Northern Territory allowance at the rate of 1/37.5 of the weekly rate for the class of work performed.

12.3.2 A casual Technical, Administrative or Professional employee is to be paid: for each ordinary hour worked at the rate of 1/73.5 of the fortnightly rate for the class of work performed; plus

12.3.2(a) a casual loading of 20% of the amount in 12.3.2; plus

12.3.2(b) Northern Territory allowance at the rate of 1/73.5 of the fortnightly rate for the class of work performed.

12.4 **Certain provisions not to apply to casual employees**

12.4.1 The provisions of the following clauses shall not apply to casual employees:

- 13 - Termination;
- 37.13 - Call back;
- 42 - Personal leave;
- 43 - Leave to attend industrial relations business;
- 44 - Leave to attend workplace relations training courses, seminars, etc.

12.4.2 A casual employee shall not be entitled to payment for public holidays not worked.

12.4.3 A casual employee whose services are no longer required shall be given at least one hour’s notice of termination unless the time of ceasing employment is stipulated at the time of engagement.
13. **TERMINATION**

13.1 In order to terminate the employment of an employee, Power and Water must give to the employee the following notice:

<table>
<thead>
<tr>
<th>Period of service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year and up to 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years and up to 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

13.2 **Over 45 years**

In addition to the notice in 13.1 employees over 45 years of age at the time of the giving of the notice with not less than two years service are entitled to an additional week’s notice.

13.3 **Payment in lieu of notice**

Payment in lieu of notice prescribed in 13.1 and 13.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

13.4 **Calculation of time in lieu**

In calculating any payment in lieu of notice, the salary an employee would have received in respect of ordinary time he or she would have worked during the notice period, had the employment not been terminated, must be used.

13.5 **Appeal against dismissal**

An employee given notice of dismissal may appeal against such dismissal.

13.6 **Non attendance**

An employee not attending for duty shall, except whilst on paid leave, lose his or her pay for the time of non-attendance.
14. **REDUNDANCY**

The Northern Territory Public Sector Redundancy Provisions Award 2001 [PR902657 [AW806389]] (as varied from time to time) shall apply to all employees (other than fixed term and casual employees) employed under this award.
15. RECOGNITION OF PRIOR EMPLOYMENT

An employee whose services are terminated on account of reduction of staff or insufficiency of work and who is subsequently re-employed by Power and Water within twelve months, shall have the immediate period of prior service recognised as continuous. This clause shall not apply in the case of an employee whose period of previous service was less than twelve months.
PART 4 - RATES OF PAY AND RELATED MATTERS

16. PAYMENT OF SALARY

16.1 Salary shall be paid fortnightly by electronic funds transfer into the employee’s bank, building society or credit society account.

16.2 On termination of employment, monies due to an employee under this award shall be paid within 24 hours of termination in accordance with 16.1 or by posting a cheque to the former employee’s last known address.

16.3 Waiting time

An employee who works on a regular pay day and who is not paid salary due before the close of business that day shall be paid waiting time at his ordinary rate of pay until the time of actual payment, subject to:

16.3.1 not more than eight hours’ pay shall accrue in respect of any 24 hours of waiting;

16.3.2 if the delay is caused by circumstances beyond the control of Power and Water, no such waiting time shall be paid.
17. PHYSICAL GRADE EMPLOYEES

17.1 Rates of pay

[17.1.1 varied by PR956392; PR965185 ppc 11Feb06]

17.1.1 The rate of annual salary payable to Physical grade employees in Column A will be the salary adjacent to the relevant classification in Column B or Column C.

<table>
<thead>
<tr>
<th>Column A Classification</th>
<th>Column B Salary per week $</th>
<th>Column C Salary per annum $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical 1</td>
<td>523.43</td>
<td>27,306</td>
</tr>
<tr>
<td>Physical 2</td>
<td>556.50</td>
<td>29,031</td>
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<tr>
<td>Physical 6</td>
<td>720.32</td>
<td>37,577</td>
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<tr>
<td>Physical 7</td>
<td>765.87</td>
<td>39,953</td>
</tr>
<tr>
<td>Physical 8</td>
<td>824.14</td>
<td>42,993</td>
</tr>
<tr>
<td>Physical 9</td>
<td>875.36</td>
<td>45,665</td>
</tr>
</tbody>
</table>

17.1.2 The rate of pay for the Physical grade employee 3 is based on the minimum rate prescribed in the Metal, Engineering and Associated Industries Award 1998 - Part 1 [Print Q0444 [AW789529]] for the base tradesperson classification.

17.2 Minimum payment for additional training and supervisory responsibilities

An employee who is responsible primarily for the exercise of skills in the Physical grades, up to the level of his/her skill and competence and who is additionally directly involved (i.e. beyond that required in the classification definitions) in the supervision/training of other Physical grade employees, shall receive not less than 107\% of the rate of pay applicable to his/her Physical grade classification.

17.3 Progression

17.3.1 Progression through the classification structure shall be on the basis of:

17.3.1(a) meeting appropriate qualifications and/or skills criteria as defined for each grade;

17.3.1(b) demonstrating the ability to perform the full duties of the position; and

17.3.1(c) utilising his/her acquired skills as required by Power and Water.

17.3.2 Objective testing of skill acquisition and competency will be a pre-requisite for progression through the classification structure. This incorporates assessment of employee competency and progress in the skills training program.
17.3.3 The provisions of this clause shall not apply to apprentices.

17.4 Classification definitions and skill based career paths

17.4.1 Notwithstanding the formal qualifications stipulated for each of the grades:

17.4.1(a) Where an employee is competing for a vacancy and is assessed by the interview panel as being capable of performing the job and is the most meritorious applicant, the fact that the applicant may not possess the formal qualifications required for the grade will not of itself prevent that applicant attaining the job.

17.4.1(b) Where an employee applies for reclassification on the basis that he/she is wrongly classified against these definitions, if he/she is assessed by an independent and accredited assessor to meet the objective skill and competency standards of a higher grade, the fact that the employee may not possess the formal qualifications required for the grade, will not of itself prevent that employee from being reclassified.
18. **APPRENTICES**

18.1 **Rates of pay**

18.1.1 Apprentices under 21 years of age shall be paid the following percentage of the Physical grade employee 3 rate of pay.

<table>
<thead>
<tr>
<th>(4 year course)</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>40</td>
</tr>
<tr>
<td>2nd year</td>
<td>50</td>
</tr>
<tr>
<td>3rd year</td>
<td>70</td>
</tr>
<tr>
<td>4th year</td>
<td>85</td>
</tr>
</tbody>
</table>

18.1.2 An adult apprentice or an apprentice who is married shall be paid the following percentage of a rate of pay as prescribed from time to time.

<table>
<thead>
<tr>
<th>(4 year course)</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>70</td>
</tr>
<tr>
<td>2nd year</td>
<td>75</td>
</tr>
<tr>
<td>3rd year</td>
<td>80</td>
</tr>
<tr>
<td>4th year</td>
<td>85</td>
</tr>
</tbody>
</table>

18.1.3 An employee who is under 21 years of age on the expiration of his or her apprenticeship and thereafter works in the occupation to which he or she has been apprenticed shall be paid at not less than the adult rate prescribed for the classification.

18.2 **Contract of training**

A suitable contract of training to be completed by an adult apprentice will be determined by the relevant Territory training authority through its approved agencies based upon training credits being granted for the relevant working experience and education standard obtained by the apprentice.

18.3 **Wage rate**

18.3.1 For the purpose only of fixing a rate of pay the adult apprentice shall continue to receive the rate of pay that is applicable to the classification or class of work specified in 17.1 of this award in which the adult apprentice was engaged immediately prior to entering into the training contract.

18.3.2 Subject to 18.3.1, the rate of an adult apprentice shall be the wage prescribed by 17.1 or the rate prescribed by 18.1 for the relevant year of apprenticeship, whichever is the greater.
19. TECHNICAL EMPLOYEES

19.1 Rates of pay

[19.1 varied by PR956392; PR965185 ppc 11Feb06]

The annual salary payable to Technical employees in Column A will be the salary adjacent to the relevant classification in Column B of the following table.

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B Salary per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classification</td>
<td>$</td>
</tr>
<tr>
<td>Technical 1</td>
<td>30,081</td>
</tr>
<tr>
<td>Technical 2</td>
<td>31,820</td>
</tr>
<tr>
<td>Technical 3</td>
<td>34,617</td>
</tr>
<tr>
<td>Technical 4</td>
<td>37,351</td>
</tr>
<tr>
<td>Senior technical officer 1</td>
<td>40,359</td>
</tr>
<tr>
<td>Senior technical officer 2</td>
<td>42,516</td>
</tr>
<tr>
<td>Senior technical officer 3</td>
<td>45,100</td>
</tr>
<tr>
<td>Senior technical officer 4</td>
<td>46,925</td>
</tr>
<tr>
<td>Senior technical officer 5</td>
<td>49,683</td>
</tr>
</tbody>
</table>
20. ADMINISTRATIVE EMPLOYEES

20.1 Rates of pay

[20.1 varied by PR956392; PR965185 ppc 11Feb06]

The annual salary payable to Administrative employees in Column A will be the salary adjacent to the relevant classification in Column B the following table.

<table>
<thead>
<tr>
<th>Column A Classification</th>
<th>Column B Salary per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative officer 1</td>
<td>28,294</td>
</tr>
<tr>
<td>Administrative officer 2</td>
<td>31,104</td>
</tr>
<tr>
<td>Administrative officer 3</td>
<td>34,209</td>
</tr>
<tr>
<td>Administrative officer 4</td>
<td>37,210</td>
</tr>
<tr>
<td>Administrative officer 5</td>
<td>43,144</td>
</tr>
<tr>
<td>Administrative officer 6</td>
<td>46,616</td>
</tr>
<tr>
<td>Administrative officer 7</td>
<td>52,810</td>
</tr>
<tr>
<td>Administrative officer 8</td>
<td>56,193</td>
</tr>
</tbody>
</table>
21. PROFESSIONAL EMPLOYEES

21.1 Rates of pay

[21.1.1 varied by PR956392; PR965185 ppc 11Feb06]

21.1.1 The annual salary payable to Professional employees in Column A will be the salary adjacent to the relevant classification in Column B the following table.

<table>
<thead>
<tr>
<th>Column A Classification</th>
<th>Column B Salary per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional 1</td>
<td>36,027</td>
</tr>
<tr>
<td>Professional 2</td>
<td>42,758</td>
</tr>
<tr>
<td>Professional 3</td>
<td>54,178</td>
</tr>
<tr>
<td>Professional 4</td>
<td>59,116</td>
</tr>
<tr>
<td>Professional 5</td>
<td>67,572</td>
</tr>
</tbody>
</table>

21.2 Entry level - rate of pay

Salary on appointment shall be determined by Power and Water based on qualification and relevant professional experience.
22. **JUNIORS**

22.1 **Rates of pay**

22.1.1 An employee under the age of 21 years, who is not an apprentice or trainee, shall be paid at a percentage of a rate specified in this clause as follows:

22.1.1(a) Junior technical employees shall be paid the following percentage of the Technical level 1 rate of pay.

| Under 18 | 60% |
| Under 19 | 70% |
| Under 20 | 81% |
| Under 21 | 91% |

22.1.1(b) Junior administrative employees shall be paid the following percentage of the Administrative officer level 1 rate of pay.

| Under 18 | 60% |
| Under 19 | 70% |
| Under 20 | 81% |
| Under 21 | 91% |

22.1.1(c) Junior physical grade employees shall be paid the following percentage of the Physical grade 1 rate of pay.

| Under 18 | 55% |
| Under 19 | 65% |
| Under 20 | 78.5% |
| Under 21 | 93% |

22.2 **General**

22.2.1 An employee who is under 21 years of age and maintains dependants, or who has completed an appropriate certificate or qualification, or who has satisfied any other conditions specified by Power and Water shall be paid at the adult rate of pay.

22.2.2 A junior employee shall, on attaining 21 years of age, be paid the adult annual salary prescribed for such classification.
23. **SAFETY NET ADJUSTMENT**

[23 substituted by PR956392; PR965185 ppc 11Feb06]

23.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages June 2005* decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

23.2 Absorption which is contrary to the terms of an agreement is not required. Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements are not to be used to offset arbitrated safety net adjustments.
24. TRANSITIONAL

Where an employee was a Northern Territory Public Sector employee immediately prior to 8 November 2002, that employee may be eligible for a higher rate in accordance with Schedule B - Former paid rates award transitional provisions.
25. **TRAINING**

25.1 The training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, including:

25.1.1 formulation of a training programme and availability of training courses and career opportunities to employees;

25.1.2 dissemination of information on the training programme and availability of training courses and career opportunities to employees;

25.1.3 monitoring and advising management and employees on the on-going effectiveness of the training.

25.2 After consultation, with or through a training committee, Power and Water shall develop a training programme consistent with:

25.2.1 the current and future skill needs of Power and Water;

25.2.2 the size, structure and nature of the operations of Power and Water;

25.2.3 the need to develop vocational skills relevant to Power and Water and the metal and engineering industry through courses conducted by accredited educational institutions and providers.

25.3 Where an employee undertakes training, the conditions relating to studies assistance as determined by Power and Water shall apply.
26. **SKILLS EXTENSION AND TRAINING CONDITIONS**

26.1 Training will comply with relevant industry standards and guidelines provided by the National Training Board in conjunction with the appropriate Industry Training Advisory Boards.

26.2 Skills and associated training are based on organisational need and will increase flexibility and productivity. Within these parameters, employees will have equitable access to training opportunities within their competency levels.

26.3 Training plans will be developed for each employee at least on a yearly basis.

26.4 Training will be primarily on-the-job by direct work experience, self-paced learning, computer-based training and coaching. It will draw upon both external training resources and demonstrated in-house training expertise.

26.5 Training will be provided both during and after normal work hours.

26.6 There will be core and optional skills training. Core skills will be acquired prior to optional skills.

26.7 Competency in skills acquired will be rigorously assessed by objective methods agreed to between the majority of employees, who may involve a Union representative or other nominated representative, and Power and Water.

26.8 Employee performance and skills training progress will be reviewed at least annually.

26.9 Skills extension will include both:

26.9.1 vertical - increasing the depth of skills;

26.9.2 horizontal - increasing the range of skills.

26.10 Employees will have ready access to information on their skill training requirements.
27. TASKS AND COMPETENCY

27.1 Subject to clause 28 - Work organisation, tasks which an employee may perform at the respective levels of the classification structure will be determined in line with the Competency Standards of the respective Australian Standards Framework (ASF) Competency level of the appropriate occupational grouping. Such tasks will be ones most suitable for Power and Water’s requirements as determined between the parties to the award.

27.2 Indicative tasks which an employee at respective grades of his/her classification structure may perform will be complementary to the respective ASF competency level of the appropriate occupational grouping.

27.3 Identification of new competency levels in accordance with ASF standards shall be determined between the parties in line with the relevant industry standards.
28. WORK ORGANISATION

For the purposes of determining the range of duties an employee is required to perform:

28.1 Power and Water may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training consistent with the appropriate classification structure of this award provided that such duties are not designed to promote deskilling nor used to victimise the employee;

28.2 Power and Water may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment; and

28.3 any direction issued by Power and Water pursuant to 28.1 and 28.2 shall be consistent with Power and Water’s responsibility to provide a safe and healthy working environment.
PART 5 - ALLOWANCES AND SPECIAL RATES

29. HIGHER DUTIES ALLOWANCE

29.1 Physical grade employees

29.1.1 A Physical grade employee who is required to perform on any one day two or more classes of work to which differential rates are applicable shall be paid in respect of the whole time during which he or she works on that day at the higher rate fixed in respect of any such classes of work.

29.1.2 Subject to 29.1.3, a higher rate of pay will be paid to those employees who utilise their skills at the corresponding higher level of duties as contained in the respective grades of the classification structure.

29.1.3 An employee directed by Power and Water to carry out the duties of a position classified in a higher grade for a continuous period of not less than one working day or shift shall be paid the salary rate for the higher grade or to the nearest (equivalent/higher) rate.

29.1.4 Employees will, from time to time, be required to perform work at or below their current grading for which they hold the requisite skills. A Physical grade employee who is temporarily employed on work for which a lower rate is applicable shall not have his or her rate of pay reduced.

29.2 Technical, administrative or professional employees

29.2.1 A technical, administrative or professional employee:

29.2.1(a) may be called upon to perform temporarily the duties of an employee having a higher classification than his or her own;

29.2.1(b) who, subject to 29.2.1, performs all the duties of a higher classification shall be paid in respect of the performance of those duties an allowance equal to the amount of the difference between his or her own salary and the salary of the higher classification;

29.2.1(c) who, unless Power and Water in special circumstances otherwise determines, performs the duties of a higher classification the maximum salary of which exceeds the maximum salary of the classification of AO6 as per 20.1 for a period of less than one continuous week shall not be paid an allowance under this clause and that period shall not be included in any period of service for the purpose of this clause;

29.2.1(d) who performs the duties of a higher classification for a period of less than one day shall not be entitled to payment for that period under this clause and that period shall not be counted as service in the higher designation for the purposes of this clause. Provided however, that where any continuous period in excess of one day includes a period of at least one half day, such latter period shall be regarded as one full day for the purposes of this clause; and
29.2.1(e) temporarily performing the duties of a higher classification does not perform all the duties of that classification, may be paid in respect of the performance of those duties an allowance of such amount, and subject to such conditions, as Power and Water determines.

29.2.2 An allowance granted under 29.2.1 shall be regarded as salary for the purposes of calculating travelling allowances and payment for extra duty service and excess travelling time.
30. EXTRA RATES NOT CUMULATIVE

Extra rates in this award except rates prescribed in clause 38 - Shift work, as to the work on public holidays, are not cumulative so as to exceed a maximum of double ordinary rate of pay.
31. PHYSICAL GRADE EMPLOYEES

31.1 The following allowances shall apply to physical grade employees:

31.2 Tool allowance

31.2.1 Power and Water shall provide for the use of tradespersons all necessary power tools and specific purpose tools.

31.2.2 An employee shall give a receipt for any tools provided to him or her by the employer.

31.2.3 A tradesperson shall replace or pay for any tools supplied by Power and Water which are lost as a result of negligence on the part of the employee.

31.2.4 Where Power and Water requires a metal tradesperson to provide his or her own tools an allowance of $11.09 per week shall be payable.

31.3 Lines allowance

31.3.1 Employees with the occupational description of Linesman, Linesman’s assistant, Apprentice linesman, or Cable jointer shall be paid an allowance per week equivalent to 5.5% of the base rate of pay specified for the designation of fitter and/or turner, in addition to their rate of pay. This allowance is payable in lieu of any other allowance contained in clause 33 - Special rates allowances, except, 33.10 and 33.11.

31.3.2 Any other employee in the Physical Grades group or an Apprentice or any designation that is approved by Power and Water who is permanently engaged on work as a linesman as:

31.3.2(a) a member of a lines party or a cable jointing party;

31.3.2(b) a member of a sub-station construction or maintenance party (other than terminal and zone sub-stations); and

31.3.2(c) a member of a cable testing party,

shall be eligible to receive lines allowance under 31.3.1

31.3.3 A Physical grades employee or Apprentice not permanently attached to crews entitled to the allowance in 31.3.1, shall be entitled to a pro rata payment of one day’s payment for each day or part-day based on a minimum of four hours’ (cumulative) exposure to the conditions as referred to in this clause.

31.3.4 This allowance shall continue during authorised paid absences on sick, annual, approved leave with pay or long service leave but shall not attach to any payments made in lieu of leave.
31.3.5 A Linesman ‘A’ grade and a Linesman 2 who has satisfactorily completed a course of training approved and arranged by Power and Water on the techniques of working aloft on live overhead lines carrying a voltage of 66kV or more and who is required to perform such work either regularly or from time to time shall be paid an allowance of $15.07 per week.

31.3.6 A Linesman’s assistant who in the course of his duties is required to drive a truck up to 20 tonnes (g.v.m.) shall be paid at the rate equivalent to 90% of the Linesman ‘A’ grade rate for each day that truck driving duties are required.

31.4 Distribution allowance

31.4.1 In addition to the rates prescribed in 17.1, 18.1 and 22.1.1(c), employees who are employed other than in large power houses, shall be paid the sum of $9.05 per week distribution allowance. This allowance is payable in lieu of any allowance payable pursuant to 32.4 and 33.1. Provided however that if the rate which would be payable pursuant to 32.4 and 33.1 exceeds the amount payable to this clause the higher amount shall be payable.

31.4.2 Apprentices - distribution allowance

31.4.2(a) Apprentices employed elsewhere other than large power houses shall be paid the following percentage distribution allowance:

| % | 1st year apprenticeship | 40 |
| % | 2nd year apprenticeship | 50 |
| % | 3rd year apprenticeship | 70 |
| % | 4th year apprenticeship | 85 |

31.4.2(b) This allowance is payable in lieu of any allowance paid pursuant to 32.4 and 33.1. Provided however that if the rate which would be payable pursuant to 32.4 and 33.1 exceeds the amount payable pursuant to this clause the higher amount shall be payable.

31.5 Fork-lift allowance

31.5.1 Where two or more fork-lifts are engaged on any one lift, the drivers thereof shall be paid an additional amount of $1.83 per day for each day so occupied.

31.6 Mechanical equipment operators allowance

31.6.1 Where two or more cranes are engaged on any one lift, the drivers thereof shall be paid an additional amount of $1.83 for each day so occupied.
32. **GENERAL ALLOWANCES**

32.1 **Meal allowance**

[32.1.1 varied by PR956580; PR965185 ppc 11Feb06]

32.1.1 An employee is entitled to be supplied a meal or paid a meal allowance of $12.83 on each occasion that the employee is entitled to a meal break in accordance with 37.11, except in the following circumstances:

32.1.1(a) if the employee lives in close proximity to his or her place of work and could reasonably return home for meals; or

32.1.1(b) if the employee was advised by Power and Water on the previous day earlier that they would be required to work such overtime.

[32.1.2 varied by PR956580; PR965185 ppc 11Feb06]

32.1.2 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid $12.83 for the meal or meals which he or she has provided but which are surplus.

32.1.3 Notwithstanding anything within this subclause, an employee is not entitled to receive a meal allowance for meal breaks after ordinary hours in respect of any day which the employee is in receipt of travelling allowance in accordance with 32.10.5.

32.2 **Availability allowance**

An employee who is instructed to be available for recall to work outside his or her normal working hours, shall be paid ‘availability allowance’ equivalent to 25.5% of the base rate of pay of a Technical level 3 for each week of duty, in addition to the salary/wage otherwise payable.

32.3 **Stand-by allowance**

An employee who is instructed by Power and Water, prior to ceasing duty on any day that he or she is or may be required to attend for extra duty at some time before his or her next normal time of commencing duty and that he or she is to remain at his or her home and be available for immediate recall for duty, shall be paid an allowance equivalent to his or her ordinary time rates from the time which he or she is so told to hold himself or herself in readiness and until such time as released from stand-by.

32.4 **Industry allowance**

[32.4.1 varied by PR956392; PR965185 ppc 11Feb06]

32.4.1 In addition to the salary rates specified in this award, an all purpose allowance at the rate of $21.52 per week shall be paid to an employee engaged on new construction work on a project site away from the employee’s normal place of work.
32.4.2 An employee who is usually employed on other than construction work and who is required to perform construction work, shall be paid an industry allowance at the rate of $21.52 per week in accordance with the basis set out in 29.1.

32.4.3 The industry allowance where payable shall cover the following disabilities where they exist, namely:

- **32.4.3(a)** climatic conditions when working in the open on all types of work or on multi-storey construction prior to it being enclosed;
- **32.4.3(b)** the physical disadvantages of having to climb stair or ladders, particularly on multi-storey construction prior to an elevator being available;
- **32.4.3(c)** dust blowing in the wind on construction site;
- **32.4.3(d)** dirty conditions caused by use of form oil or green timber;
- **32.4.3(e)** drippings from new poured concrete;
- **32.4.3(f)** the disability of working on all types of scaffold other than a single plank or bosun’s chair; and
- **32.4.3(g)** the lack of usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers, etc.).

32.5 **Northern Territory allowance**

32.5.1 An allowance shall be paid to employees at the rate which equals the daily equivalent, calculated to the nearest 10 cents, of the allowance which would be payable pursuant to the provisions contained hereunder in relation to the locality in which they are employed, regardless of whether or not they maintain dependants. This allowance is to stand alone and is not to be counted otherwise as wages for any other purpose of this award.

32.5.2 An employee who was employed on or after 1 August 1987 shall be paid a Northern Territory allowance at the rate of $960 per annum if the employee maintains dependants.

32.5.3 An employee who was employed on or before 31 July 1987 shall be paid a Northern Territory allowance at the rate prescribed by subclause 7(a) of the section 28 Agreement C No 7255 of 1987, as updated from time to time are incorporated and form part of the Award.

32.5.4 If an employee with dependants maintains those dependants the employee shall be granted the Northern Territory allowance prescribed regardless of whether or not the dependants reside with him or her.
32.5.5 An employee who is under the age of eighteen years shall be paid Northern Territory allowance as provided in this clause of 1/2 the rate applicable as set out above.

32.5.6 In this clause dependants means an employee’s spouse and children who are mainly or totally dependant for support on the employee and who are not in receipt of income the weekly average of which exceeds the weekly minimum adult wage.

32.5.7 The Northern Territory allowance is deductible for each day of unapproved absence where this absence occurs on a Friday and consecutive Mondays, the absence shall be four days.

32.6 Power station allowance

[32.6.1 varied by PR956392; PR965185 ppc 11Feb06]

32.6.1 Pursuant to this clause, a power station allowance of $42.19 per week shall be paid to an employee who is employed on a regular basis in large power stations and is normally required to work after one week or more in the confines of a large power station (i.e. developing more than 8000 kilowatts).

32.6.2 The allowance in 32.6.1 is payable in lieu of allowances prescribed in 32.4 - Industry allowance, and clause 33 - Special rates allowances, except for allowances prescribed in 32.6.3. Provided however, that if the rate which would be payable pursuant to 32.4 - Industry allowance or clause 33 - Special rates allowances, exceeds the amount payable pursuant to this clause the higher amount shall be payable.

32.6.3 In addition to the allowance prescribed in 32.6.1 an employee engaged in such circumstances as prescribed in 33.3 - Work inside oil tanks, 33.8 - Boiler cleaning, 33.9 - Refractory bricklayer allowance, 33.10 - Toxic substances and 33.11 - Asbestos, shall be eligible for payment of the amounts prescribed therein.

32.6.4 For each hour or part thereof worked in excess of the ordinary hours of work employees shall be paid at the rate of 1/37.5 of the power station allowance rate calculated to the nearest cent.

32.7 Motor vehicle allowance

[32.7 varied by PR956580; PR965185 ppc 11Feb06]

An employee who by agreement with Power and Water uses his or her own vehicle on Power and Water’s business shall be paid an allowance of 56 cents per kilometre. This allowance shall include compensation for comprehensive, third party and public liability insurance, and the employee shall indemnify Power and Water against any liability with respect to any claim brought against it for which the employee is indemnified under any such insurance.
32.8 Disturbance allowance

32.8.1 In the case of removal to take up duty with Power and Water, or on transfer, an allowance for disturbance will be paid as per 32.8.3.

32.8.2 The allowance is paid as compensation for accelerated wear and tear on the employees’ furniture and effects, alteration and replacement of such items as carpet, linoleum etc., resulting from removal to other quarters, telephone reconnection, loss on re-registration of motor vehicle etc.

32.8.3 The allowance payable is:

[32.8.3 varied by PR956392; PR965185 ppc 11Feb06]

32.8.3(a) in respect of an employee with dependants:

32.8.3(a)(i) on taking up residence in furnished premises - $289.05;

32.8.3(a)(ii) on taking up residence in unfurnished premises - $581.95;

(except where a payment under 32.8.3(a)(i) has been paid in which case a further $292.90 may be paid).

32.8.3(b) in respect of an employee without dependants:

32.8.3(b)(i) on taking up residence in furnished premises - $171.63;

32.8.3(b)(ii) on taking up residence in unfurnished premises - $255.59;

(except where a payment under 32.8.3(b)(i) has been paid in which case a further $83.95 may be paid).

32.8.3(c) in respect of each dependant child who is a full-time student and who is under the age of 21 years $75.39.

32.8.4 The allowance will only be paid by Power and Water:

32.8.4(a) provided Power and Water is satisfied that the employee has removed/transfered a substantial portion of his or her household furniture and effects;

32.8.4(b) only once for each removal/transfer, and in the case where a spouse or partner are both employees of Power and Water, the allowance will be paid only once to the family as a unit.
32.9 Travelling allowance

32.9.1 Subject to the provisions of this clause, a travelling allowance shall be paid to an employee when he or she is travelling on duty and is required to be absent overnight from his or her usual place of abode. The travelling allowance payable shall be at the rate determined by the Commissioner or the minimum rates in 32.10.3.

32.9.2 Where an allowance under this subclause is payable for less than a day, the allowance shall be at the hourly rate of 1/24th part of the daily rate.

32.9.3 Upon proof being shown to the satisfaction of Power and Water that the travelling allowance payable to an employee under this clause is insufficient to cover expenses which have been, or may be reasonably incurred, Power and Water may direct the payment in lieu of that travelling allowance, of such travelling allowance as is necessary to meet those expenses.

32.10 Review travelling allowance

32.10.1 Where an employee has resided in the one locality for a period exceeding 21 days, the allowance payable as per 32.10.3 shall be subject to review by Power and Water and if upon review Power and Water considers that amount excessive, it may be discontinued or reduced to such an amount that Power and Water thinks fit.

32.10.2 An employee who:

32.10.2(a) travels by air and the fare paid for the journey or any portion of the journey, includes meals and accommodation during an overnight stop; or

32.10.2(b) is provided with subsistence and lodging; or

32.10.2(c) is provided with subsistence without lodging or lodging without subsistence;

shall be paid an allowance to cover expenditure reasonably incurred, either as to accommodation, subsistence, or approved incidental expenses as the case may be, in lieu of the allowance payable under 32.9.1.

[32.10.3 varied by PR956580; PR965185 ppc 11Feb06]

32.10.3 The following minimum rates may be used in determining the appropriate allowance that is payable:

<table>
<thead>
<tr>
<th>Commercial travelling allowance</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accommodation</td>
<td>62.04</td>
</tr>
<tr>
<td>Breakfast</td>
<td>11.75</td>
</tr>
<tr>
<td>Lunch</td>
<td>19.42</td>
</tr>
<tr>
<td>Dinner</td>
<td>27.13</td>
</tr>
<tr>
<td>Incidentals</td>
<td>9.76</td>
</tr>
</tbody>
</table>
32.10.4 Paragraph 32.10.1 shall not apply where an employee is required to change his or her place of residence to a place in the vicinity of a project upon which he or she is to be engaged for a period of not less than twelve weeks and at which place suitable sleeping and messing accommodation with cooked food is provided by Power and Water. In these circumstances such an employee shall be given at least seven days’ notice of the proposed change and shall be allowed reasonable time in which to pack and unpack his or her personal effects.

32.10.5 Where an employee is absent from his or her place of work and such absence does not extend overnight, he or she may claim payment for any second and subsequent meal normally partaken during the day in accordance with the scale of rates in 32.10.3.

32.10.5(a) For the purposes of this clause, an employee shall be entitled to payment for the second meal if the absence includes the period of the standard lunch break and payment for a subsequent meal if the absence extends to 7.00 p.m.

[32.10.6 varied by PR956392; PR965185 ppc 11Feb06]

32.10.6 Where an employee is required to stay away from his or her place of residence overnight and stays at a “flying camp” station, aboriginal community, mining camp or other similar accommodation which is not a motel or hotel, a travelling allowance of $71.22 per day shall be payable and in addition, the costs of such accommodation shall be paid by Power and Water to the value of receipts produced.

32.11 Travelling time to job site

32.11.1 Except in the case of employees who have a fixed place of work or who operate from a fixed place of work, an employee who is required to commence work daily on a job site and who is not accommodated or camped at or adjacent to the job site, shall be paid the following travelling time:

[32.11.1(a) varied by PR956392; PR965185 ppc 11Feb06]

32.11.1(a) where the job site is situated within a 32km radius of the Post Office of Darwin, Katherine, Tennant Creek or Alice Springs - $6.91 per day;

[32.11.1(b) varied by PR956392; PR965185 ppc 11Feb06]

32.11.1(b) where an employee travels daily to a job site located outside the 32km radius mentioned in 32.11.1(a), he or she shall be paid $6.91 per day and in addition he or she shall also be paid at ordinary rates calculated to the nearest quarter of an hour, with a minimum payment as for one-quarter hour for each journey, for any time outside ordinary work hours reasonably spent in travelling daily from the 32km radius to the job site and returning to that radius;
32.11.1(c) this allowance shall not be payable if Power and Water provides or offers to provide free transport to the job site and return in which case an allowance of $3.07 per day only shall be paid.

32.11.2 Where Power and Water provides transport in accordance with 32.11.1(c), the transport shall be provided from control location or locations fixed by Power and Water by agreement with the employees. This transport shall have suitable seating accommodation and protection from the weather.

32.11.3 Each employee shall present himself or herself at the appointed place of joining the transport in sufficient time to permit the transport reaching the work place in time for the commencement of work at the usual starting time, but no time shall be lost by any employee if the vehicle is delayed because of mechanical or other breakdown.

32.11.4 Power and Water shall make arrangements for transport to leave the work place not later than five minutes after the normal ceasing time. Any delays caused by Power and Water after this time entitles an employee to additional payment at overtime rates.

32.11.5 Where an employee travels to and from work in Power and Water’s time, no payment shall be made for travelling time.

32.11.6 The allowance prescribed in 32.11.1(a) shall not apply to employees who have a fixed place of work or operate from a fixed headquarters. But where such an employee is directed on any day to report to a job site away from his or her fixed place of work or headquarters, that employee shall be entitled to payment in accordance with 32.11.1(a).

32.12 Fares and travel on annual leave, etc.

32.12.1 Definitions

32.12.1(a) For the purposes of this clause:

32.12.1(a)(i) Leave of absence means leave on annual, long service or on account of illness or emergency;

32.12.1(a)(ii) Eligible employee is a person who was employed on or before 25 October 1988.

32.12.1(b) Dependant in relation to an employee means:

32.12.1(b)(i) an employee’s spouse, including defacto spouse and children over the age of three years, who:
32.12.1(b)(i)(1) are mainly or totally dependant for support on the employee; and

32.12.1(b)(i)(2) reside permanently with the employee; and

32.12.1(b)(i)(3) are not in receipt of income, the weekly average over the six months immediately preceding the date of proceeding on leave of absence exceeds the weekly minimum adult wage; and

32.12.1(b)(i)(4) are not eligible for fares assistance as a term or condition of service from any other source; and

32.12.1(b)(ii) any other person approved by Power and Water for that purpose.

32.12.2 Entitlement

32.12.2(a) An employee who commenced employment with Power and Water on or before 31 July 1987, shall be granted an economy class return airfare on appointment for himself or herself and his or her dependants. This airfare may not be utilised until the employee has completed twelve months continuous service, or a lesser period in accordance with 32.12.2(c).

32.12.2(b) An eligible employee who is permanently stationed in the Northern Territory shall be granted an economy class return airfare for himself or herself and his or her dependants on completion of each two year period of service.

32.12.2(c) Such airfares may be advanced at the discretion of Power and Water for compassionate circumstances.

32.12.3 Conditions of entitlement

32.12.3(a) A return economy class airfare will be granted for travel by the most direct route between his or her station and a capital city, including Canberra, or destination of lesser distance.

32.12.3(b) Where an eligible employee or his or her dependants elect to travel:

32.12.3(b)(i) a greater distance between his or her station and a capital city, other than Darwin, a return economy class airfare shall be granted in accordance with 32.12.3(a);

32.12.3(b)(ii) to any place other than a capital city, and travels through a capital city other than Darwin, a return economy airfare shall be granted in accordance with 32.12.3(a) as though the journey was terminated at that city.
32.12.3(b)(iii) to some place other than a capital city and the eligible employee or his or her dependants do not travel through a capital city other than Darwin, the cost of such travel shall be:

32.12.3(b)(iii)(1) the actual cost of travel to the destination; or
32.12.3(b)(iii)(2) on the recognised cost of economy air travel to Adelaide;
32.12.3(b)(iii)(3) whichever is the lesser.

32.12.3(c) Where travel other than by air is chosen:

32.12.3(c)(i) payment of the cost of such travel shall be based on the actual cost to the destination involved; or
32.12.3(c)(ii) on the recognised cost of economy air travel to Adelaide;
32.12.3(c)(iii) whichever is the lesser.

32.12.3(d) An eligible employee who is granted:

32.12.3(d)(i) an air fare to proceed on annual leave and travels by surface transport to or from the district or place of his or her station, then subject to any other conditions that may be approved by Power and Water, shall be entitled to the maximum amount of travel time allowable as follows:

**Travel time for surface travel**

<table>
<thead>
<tr>
<th>Town</th>
<th>Number of days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alice Springs, Yulara</td>
<td>1</td>
</tr>
<tr>
<td>Darwin, Batchelor, Jabiru</td>
<td>4</td>
</tr>
<tr>
<td>Katherine</td>
<td>3</td>
</tr>
<tr>
<td>Tennant Creek</td>
<td>2</td>
</tr>
</tbody>
</table>

32.12.3(d)(ii) permission by Power and Water to travel by his or her own private vehicle may be granted a motor vehicle allowance in accordance with 32.7. The amount paid shall not exceed payment in accordance with 32.12.3(c).

32.12.4 Automatic cash payment of airfare

32.12.4(a) An airfare which accrues on or after 2 December 1995 shall, on any payday following the date of accrual, be paid as a taxable lump sum payment calculated in accordance with the following formula:

32.12.4(a)(i) \[ A = \frac{B}{1-C} \]
where:

A = lump sum payment;
B = the value of the relevant return economy air fare on the date of accrual;
C = the employee’s marginal tax rate determined by adding the lump sum payment to the eligible employee’s gross annual income.

32.12.4(a)(ii) In this subclause:

32.12.4(a)(ii)(1) the relevant return economy air fare means the value of the return economy air fare from the eligible employee’s head station to Melbourne; and

32.12.4(a)(ii)(2) the employee’s marginal tax rate means the rate of tax which the eligible employee must pay (including the relevant percentage of Medicare Levy) in respect of each dollar earned in excess of a specific amount in each financial year.

32.12.4(b) Where an air fare is paid in cash the tax to be withheld shall be calculated by multiplying A x C.

32.12.4(c) An employee who has unused air fares at 1 July 1996 which accrued on or before 1 December 1995, may elect at any time to have one or all of those air fares paid in accordance with 32.12.4(a).

32.12.5 Exemption to automatic cash payment

32.12.5(a) An eligible employee in receipt of the Additional Family Payment or the Basic Family Payment from the Department of Social Security, or similar payment made in their stead, who can satisfy Power and Water at least two months prior to the date of accrual of an air fare that he or she would suffer financial loss by having the air fare paid in cash, may elect not to have the air fare paid in cash.

32.12.5(b) Where Power and Water is satisfied that the eligible employee would suffer financial loss, use of the air fare shall be in accordance with the provisions applying to an air fare which accrued on or before 1 December 1995.

32.12.5(c) An eligible employee may elect, not later than two months prior to the date of accrual of an air fare which accrues on or after 2 December 1995, to use the provisions of 32.12.3(c) and 32.12.3(d) in which case the air fare will not be paid in cash.

32.12.5(d) An eligible employee who makes an election under 32.12.5(c) may, at any time after the election, revoke the election and request payment of the air fare in cash.
32.12.5(e) An eligible employee who elects not to be paid in cash and who does not use the air fare prior to the next air fare accruing will receive a cash payment for the fare, in accordance with 32.12.4, on the payday prior to the next air fare accruing.

32.13 First aid allowance

[32.13 varied by PR956392; PR965185 ppc 11Feb06]

A qualified first aid person shall be paid a flat rate of $2.46 per working day in addition to their ordinary salary. This payment shall be regarded as salary for all purposes of this award but the first aid person shall not be entitled to any payment or time 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.
33. SPECIAL RATES ALLOWANCES

33.1 Dirty work

[33.1 varied by PR956392; PR965185 ppc 11Feb06]

An employee not in receipt of the industry allowance prescribed in 32.4, and who is employed on work which Power and Water agrees is of an unusually dirty or offensive nature, shall be paid 44 cents per hour extra.

33.2 Wet work

[33.2 varied by PR956392; PR965185 ppc 11Feb06]

An employee who is required to work in circumstances as would render him or her liable to become wet and is required by Power and Water to provide his or her own gum boots or oilskin or other suitable coat or both to protect him or her against getting wet shall be paid an allowance of 44 cents extra per hour for each hour that the employee must provide the clothing. Provided that a minimum payment of four hours shall apply.

33.3 Work inside oil tanks

[33.3.1 varied by PR956392; PR965185 ppc 11Feb06]

33.3.1 An employee cleaning, scraping or chipping the inside surfaces of oil tanks in which there is oil or who is employed inside oil tanks in removing residuum of oil or sludge therefrom shall, whilst so engaged, be paid 87 cents per hour extra.

33.3.2 In addition to the extra rate prescribed in 33.3.1, an employee cleaning the inside of oil tanks in which there is oil and/or scraping or chipping inside of enclosed oil tanks and iron work and the painters or tarmers painting or tarring inside of enclosed oil tanks, shall be allowed rest periods in the open air as is necessary, but not less than twenty minutes after each hour where the inside temperature is 46 degrees Celsius or more and not less than twenty minutes after each 40 minutes work where the inside temperature is 54 degrees Celsius or more.

33.3.3 Power and Water shall allow reasonable rest periods to employees working inside any oil tank after and during the period that the covering is being placed thereon. Where the temperature is 46 degrees Celsius or more, rest periods as set out in 33.3.2 shall be granted.

33.3.4 The rest periods specified in 33.3.2 and 33.3.3, shall include the time allowed for tea breaks prescribed in 36.2.

33.4 Work on outside of oil tanks

[33.4 varied by PR956392; PR965185 ppc 11Feb06]

Where reasonable shelter is not provided by Power and Water, an employee engaged on the construction and/or repair of oil tanks shall be paid the sum of 87 cents per hour in addition to any other sum payable under this award.
33.5  Height money

[33.5.1 varied by PR956392; PR965185 ppc 11Feb06]

33.5.1 Employees (other than those to whom the industry allowance prescribed in 32.4 is payable) working at a height of nine metres above the nearest horizontal plane shall be paid 24 cents per hour extra and for each additional nine metres or part thereof an additional 30 cents per hour extra.

[33.5.2 varied by PR956392; PR965185 ppc 11Feb06]

33.5.2 Employees working on a swinging scaffold, a single plank or a bosun’s chair, shall be paid a further 30 cents per hour in addition to the rates prescribed in 33.5.1.

33.6  Insulation work

[33.6 varied by PR956392; PR965185 ppc 11Feb06]

An employee handling loose slagwool, loose insulwool or other loose material of a like manner used for providing insulation against heat, cold or noise or working in a dust-laden atmosphere caused by the use of such materials or when working on insulation work in an average temperature of 7 degrees Celsius or under, shall, when so employed on the construction or demolition of furnaces, walls, floors and/or ceilings, be paid 61 cents per hour extra.

33.7  Confined spaces

[33.7 varied by PR956392; PR965185 ppc 11Feb06]

An employee working in a confined space the dimensions of which necessitate working in a stooped or otherwise cramped position shall, whilst so employed, be paid 61 cents per hour extra.

33.8  Boiler cleaning

[33.8 varied by PR956392; PR965185 ppc 11Feb06]

An employee working inside the gas or water space of any boiler, flue or economiser in cleaning or scraping shall, whilst so employed, be paid $1.49 extra per hour, provided that such an employee shall not be paid the confined space allowance prescribed in 33.7.

33.9  Refractory bricklayer allowance

[33.9 varied by PR956392; PR965185 ppc 11Feb06]

In addition to the wage rate specified in 17.1 bricklayers and apprentices shall receive a refractory brickwork allowance of $1.72 per hour when engaged on the construction, alteration and repair to boilers, flues, furnaces, retorts and kilns and shall be applied for all purposes.
33.10 Toxic substances

[33.10.1 varied by PR956392; PR965185 ppc 11Feb06]

33.10.1 Employees using toxic substances or materials of a like nature shall be paid 66 cents per hour extra.

33.10.2 For the purposes of 33.10, toxic substances shall include epoxy-based materials and all materials which include or require the addition of a catalyst hardener. Reactive additives or two-pack catalyst systems shall be deemed to be materials of a like nature.

33.11 Asbestos

[33.11 varied by PR956392; PR965185 ppc 11Feb06]

Employees required to use materials containing asbestos or working in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by any appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment including combination overalls and breathing equipment or similar apparatus, such employees shall be paid 62 cents per hour extra whilst so engaged.
34. ALLOWANCE FOR DAMAGED CLOTHES AND TOOLS

34.1 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 his or her employment, the employer shall 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 paid for by the employer.

34.2 Power and Water shall provide a suitable and secure weatherproof lockup for the purpose of storing an employee’s tools and shall compensate an employee upon production of receipts, for the loss or damage by fire or theft on Power and Water’s premises of tools used by the employee in the course of his or her employment. Such compensation shall not exceed $490.00.

34.3 Any employee shall, if requested to do so, furnish Power and Water with a list of his or her tools used or stored on Power and Water’s premises.

34.4 The rates of pay for Physical grade employees prescribed herein include all claims for special rates for engaging on repairs when travelling, rigging tackle for all erections and repair of electrical machines or apparatus, maintenance of storage batteries, and allowances for grinding tools. Where the services of a tradesperson are terminated by Power and Water he or she shall be allowed one and one half hours at his or her ordinary rate of pay for gathering and grinding his or her tools.
PART 6 - HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

35. HOURS OF WORK

35.1 Physical grade employees

35.1.1 Ordinary hours of work for Physical grade employees shall not exceed 37.5 hours per week, to be worked 8 hours 20 minutes per day exclusive of meal breaks Monday to Friday between the hours of 7.00 a.m. and 5.30 p.m. Notwithstanding the provisions of this subclause relating to the span of hours, starting and finishing times may be altered subject to agreement between the majority of employees in the work section concerned, who may involve a Union representative or other nominated representative, and Power and Water, and shall be in writing.

35.1.2 Notwithstanding these provisions, employees at Channel Island Power Station or Ron Goodin Power Station designated as a Power station supervisor or Power station operator may work up to twelve hours in any one shift.

35.2 Apprentices

35.2.1 Subject to any statute, award or regulation relating to apprentices’ ordinary hours of work or disciplinary powers of apprenticeship authorities and subject to 35.2.2, the ordinary hours of work for apprentices shall not exceed those of tradespersons employed in the same area.

35.2.2 Ordinary hours of work for apprentices employed by Power and Water and required to attend technical school (or equivalent) on a full-time basis or to perform training as part of their apprenticeship with a placement employer, shall not exceed the hours of full-time attendance required by the technical school or the ordinary work hours of tradespersons employed by the placement employer.

35.3 Technical, administrative or professional employees

35.3.1 In the case of technical, administrative or professional employees, the ordinary hours of work shall not exceed 73.5 hours per fortnight exclusive of meal breaks Monday to Friday between the hours of 7.30 a.m. to 5.30 p.m.

35.3.2 Notwithstanding the provision of this subclause relating to the span of hours, starting and finishing times may be altered subject to agreement between the majority of employees in the work section(s) concerned, who may involve a Union representative or other nominated representative, and Power and Water, and shall be in writing.

35.3.3 The ordinary hours of duty of employees who directly supervise employees whose ordinary hours of duty are 37.5 per week shall be 37.5 per week.

35.4 Flexitime

Flexitime may be worked by employees by agreement between Power and Water and the majority of employees, who may involve a Union representative or other nominated representative, within the ordinary hours specified herein.
36. MEAL AND REST BREAKS

36.1 Employees, other than shift workers, shall 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. Work performed in excess of such period shall be paid at overtime rates until a meal break is taken.

36.2 Employees other than shift workers shall be permitted two fifteen minute paid breaks per day as a tea break. Such breaks shall be taken at a time mutually agreed between Power and Water and its employees.
37. **OVERTIME**

37.1 **Physical grade employees and apprentices**

Overtime shall be paid for all time worked by a physical grade employees or apprentice other than a shift worker in excess of ordinary hours as follows:

<table>
<thead>
<tr>
<th>Monday-Saturday</th>
<th>Sunday</th>
<th>Public holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>time and one half for first two hours</td>
<td>Double time</td>
<td>double time and one half</td>
</tr>
<tr>
<td>then double time thereafter</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

37.2 **Administrative and Professional officers**

Overtime shall be paid for all time worked in excess of or outside recognised hours of duty by an Administrative officer or Professional officer other than a shift worker as follows:

37.2.1 an employee whose salary does not exceed an Administrative officer 6 or Professional level 3 as follows:

<table>
<thead>
<tr>
<th>Monday-Saturday</th>
<th>Sunday</th>
<th>Public holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>time and one half for first two hours</td>
<td>Double time</td>
<td>double time and one half</td>
</tr>
<tr>
<td>hours then double time thereafter</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

37.2.2 an employee whose salary exceeds an Administrative officer 6 but does not exceed an Administrative officer 8 at their ordinary rate of pay;

37.2.3 an employee whose salary is at Professional level 4 at their ordinary rate of pay.

37.3 **Technical employees**

Overtime shall be paid for all time worked in excess of ordinary hours or outside the award span by a Technical employee other than a shift worker whose salary as follows:

37.3.1 An employee whose salary does not exceed a Technical 5 as follows:

<table>
<thead>
<tr>
<th>Monday-Saturday</th>
<th>Sunday</th>
<th>Public holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>time and one half for first three hours</td>
<td>Double time</td>
<td>double time and one half</td>
</tr>
<tr>
<td>hours then double time thereafter</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

37.3.2 An employee whose salary is at Technical level 6 or Manager technical level 1 at their ordinary rate of pay.
37.4 Shift workers

37.4.1 A shift worker who is required to work outside ordinary hours shall be paid double time for all time worked, except on a public holiday which shall be paid at double time and one half.

37.4.2 Paragraph 37.4.1 does not apply, and no overtime is payable, where overtime is worked by a shift worker as a result of an arrangement made between another employee or employees to work in substitution thereof.

37.5 Minimum payments

Where an employee other than a shift worker is brought in to work overtime on a Saturday, Sunday or public holiday, the minimum payment is four hours except where an employee is in receipt of availability allowance where the minimum payment is three hours.

37.6 Annual overtime allowance

Notwithstanding anything in this clause, Power and Water may grant an annual overtime allowance to technical, administrative or professional employees of such amount as may be determined in lieu of payment of overtime. If an annual overtime allowance is granted, the provisions of clause 37 - Overtime, do not apply.

37.7 Each day stands alone

In computing overtime, each days work stand alone, provided that where overtime starts on one day and continues after midnight without interruption (except meal breaks), the overtime shall be paid as having been worked on a continuous shift.

37.8 Requirement to work reasonable overtime

37.8.1 Subject to clause 37.8.2 an employer may require an employee to work reasonable overtime at overtime rates.

37.8.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

37.8.2(a) any risk to employee health and safety;

37.8.2(b) the employee's personal circumstances including any family responsibilities;

37.8.2(c) the needs of the workplace or enterprise;

37.8.2(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

37.8.2(e) any other relevant matter.
37.8.3 Apprentices

37.8.3(a) No apprentice under the age of eighteen years shall be required to work overtime or shift work unless he or she so desires.

37.8.3(b) No apprentice shall be required to work overtime or shift work at times which would prevent his or her attendance at Technical school.

37.9 Rest period

37.9.1 When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

37.9.2 An employee who works so much overtime between the termination of his or her ordinary work on one day and commencement of their ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times must, subject to 37.9.3, be released after completion of the overtime until the employee has had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.

37.9.3 If on instructions of Power and Water an employee resumes or continues work without having had ten consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

37.9.4 The provisions of 37.9.3 will apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

37.9.4(a) for the purpose of changing shift rosters; or

37.9.4(b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or

37.9.4(c) where a shift is worked by arrangement between the employees themselves for their own personal benefit.

37.10 Transport home

Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, Power and Water shall provide the employee with a conveyance to his or her home or pay their wage at ordinary time rates for the time reasonably occupied in reaching their home.

37.11 Meal breaks

37.11.1 Notwithstanding anything else in this clause, no meal break shall be taken or meals supplied or payment in lieu unless the employee continues working after the time he or she becomes entitled to a meal break.
37.11.2 When a meal break is taken it shall not be counted as time worked when calculating an entitlement to a second or subsequent meal break.

37.11.3 When 1.5 hours overtime or more is worked immediately before the commencement of ordinary hours, the employee shall be allowed a meal break of twenty minutes to be paid at ordinary rates and which meal break shall be taken immediately before the commencement of ordinary time.

37.11.4 Where overtime is to be worked immediately after the completion of ordinary hours and the period of overtime is to be more than 1.5 hours, an employee, before starting the overtime, is entitled to a meal break of twenty minutes to be paid at ordinary rates.

37.11.5 Power and Water and an employee may agree to any variation of this subclause to meet the circumstances of the work in hand, provided that Power and Water is not required to make any payment in excess of twenty minutes.

37.11.6 Subject to 37.11.7, an employee working overtime must be allowed a meal break of twenty minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.

37.11.7 An employee, other than a shift worker, who is required to work overtime on a Saturday, the first prescribed meal break shall, if occurring between 10.00 a.m. and 1.00 p.m., be paid at ordinary rate.

37.12 Time off in lieu

37.12.1 For those employees entitled to overtime, any overtime worked shall be paid in accordance with this clause unless the employee requests in writing that time off in lieu be granted instead.

37.12.2 Such time off in lieu shall be duly recorded and taken:

37.12.2(a) at ordinary time rate, that is one hour for each hour worked; and

37.12.2(b) at a time or times agreed between Power and Water and the employee.

37.12.3 Time off in lieu must be utilised within eight months from the original date of the entitlement. If it is not taken within this period the employee shall receive payment of the overtime at the overtime rates.

37.12.4 The maximum amount of time off in lieu which can be accrued is 40 hours.

37.12.5 Delayed overtime payments as per 37.12.3 shall be calculated in accordance with the employee’s salary as at the time of actual payment. Where an employee is promoted beyond the salary barrier for purposes of overtime entitlement, payment shall be made at the salary rate of the employee immediately prior to their actual promotion.
37.13 Call back

37.13.1 An employee recalled to work overtime after leaving his or her place of work (whether notified before or after leaving the premises) is to be paid a minimum of:

37.13.1(a) two hours at the appropriate rate of pay where an employee is camped or is in residence within a project area; or

37.13.1(b) three hours at the appropriate rate of pay where an employee has been paid availability allowance in accordance with 32.2 of this award; or

37.13.1(c) four hours at the appropriate rate of pay.

37.13.2 This subclause does not apply where it is customary for an employee to return to his or her place of work to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the commencement or completion of ordinary working hours.

37.13.3 Overtime worked in the circumstances specified in 37.13 is not to be regarded as overtime for the purposes of 37.9.2 and 37.9.3 when the actual time worked is less than three hours on the call back or on each call back.
38. SHIFT WORK

38.1 Definitions

38.1.1 For the purposes of this award:

38.1.1(a) Day shift means any shift starting at or after 6.00 a.m. and before 10.00 a.m.

38.1.1(b) Afternoon shift means any shift starting at or after 10.00 a.m. and before 8.00 p.m.

38.1.1(c) Night shift means any shift starting at or after 8.00 p.m. and before 6.00 a.m.

38.1.2 The ordinary working hours of shift work shall not exceed an average of 37.5 per week spread over a period of three, four, five, six, seven or eight weeks to be worked in shifts of up to eight hours including such time as by mutual arrangement may be taken for meals.

38.1.3 There shall be a roster of shifts which:

38.1.3(a) shall provide for rotation;

38.1.3(b) shall provide for not more than eight shifts to be worked in any nine consecutive days; and

38.1.3(c) shall not be changed without four weeks’ prior notice.

38.1.4 An employee’s shift shall not be changed by Power and Water except by one week’s notice or upon payment of a penalty. Such penalty shall 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 required period of seven days.

38.2 Afternoon and night shift allowances

38.2.1 A shift worker whilst on afternoon shift, shall be paid 18.75% more than his or her ordinary rate of pay.

38.2.2 A shift worker whilst on night shift shall be paid 22.5% more than his or her ordinary rate of pay.

38.2.3 An employee who:

38.2.3(a) during a period of engagement on shift work, works night shift only; or

38.2.3(b) remains on night shift for a longer period than four consecutive weeks; or
38.2.3(c) works on night shift which does not rotate or alternate with another shift or day worker so as to give him or her at least 1/3rd of his or her working time off night shift in each shift cycle,

shall, during such engagement, period or cycle be paid 30% more than his or her ordinary rate of pay for all time worked during ordinary working hours on such night shifts.

38.3 Rate for working on Saturday, Sunday and public holiday shifts

38.3.1 An employee working shifts:

38.3.1(a) between midnight on Friday and midnight on Saturday shall be paid at the minimum rate of time and one half; or

38.3.1(b) between midnight on Saturday and midnight on Sunday shall be paid at the minimum rate of double time; or

38.3.1(c) on a public holiday shall be paid at the minimum rate of double time and one half.

38.3.2 Penalty rates in 38.2 and 38.3 are not cumulative. Rates in 38.3 are in substitution for 38.2.

38.3.3 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, that employee shall, in respect of a substituted public holiday as provided in the public holidays clause 39 - Public holidays, or a public holiday which occurs on a day on which he is rostered off duty, be granted a day’s leave to be added to his annual leave or a day’s pay in lieu if he so elects.

38.3.4 An employee rostered to work on a public holiday may receive in lieu of the public holiday penalty which would otherwise be payable thereon a penalty of time and a half of his ordinary rate of pay together with an additional day’s leave added to his annual leave entitlement.

38.3.5 Where part of a shift falls on a Sunday or public holiday such shift shall be paid as a Sunday or public holiday shift if the majority of same is on any such day.

38.3.6 An employee other than a casual employee, not engaged on continuous work, who works on a Sunday or public holiday and (except for meal breaks) immediately thereafter continues that work shall, on being relieved from duty, be entitled to be absent until he has had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during that absence.
PART 7 - TYPE OF LEAVE AND PUBLIC HOLIDAYS

39. PUBLIC HOLIDAYS

39.1 The following days shall be observed as public holidays:

39.1.1 1 January (New Year’s Day) or, if that day falls on a Saturday or Sunday, the following Monday;

39.1.2 26 January (Australia Day) or, if that day falls on a Saturday or a Sunday, the following Monday;

39.1.3 Good Friday;

39.1.4 The Saturday following Good Friday;

39.1.5 The Monday following Good Friday;

39.1.6 25 April (Anzac Day) or, if that day falls on a Sunday, the following Monday;

39.1.7 The first Monday in May (May Day);

39.1.8 The second Monday in June (Queen’s Birthday);

39.1.9 The first Monday in August (Picnic Day);

39.1.10 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, the following Monday;

39.1.11 26 December, (Boxing Day) or, if that day falls on a Saturday, the following Monday or, if 26 December falls on a Sunday or Monday, the following Tuesday.

39.2 Where any other day is proclaimed or Gazetted by the Minister to be a public holiday pursuant to the NT Public Holidays Act, that day will be observed as a public holiday for the purposes of this clause.
40. **ANNUAL LEAVE**

40.1 **Period of leave**

40.1.1 An employee who has completed twelve months service shall be entitled to twenty days leave or the equivalent number of hours as follows:

<table>
<thead>
<tr>
<th>Period of Leave</th>
<th>Equivalent Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>36.75 hrs pw (10 day fort)</td>
<td>221.5 hrs</td>
</tr>
<tr>
<td>37.5 hrs pw (10 day fort)</td>
<td>225 hrs</td>
</tr>
<tr>
<td>37.5 hrs pw (9 day fort)*</td>
<td>207 hrs</td>
</tr>
<tr>
<td>7 hrs 21 mins (20 days of)</td>
<td>147 hrs</td>
</tr>
<tr>
<td>7 hrs 30 mins (20 days of)</td>
<td>150 hrs</td>
</tr>
<tr>
<td>8 hrs 20 mins (18 days of)</td>
<td>150 hrs</td>
</tr>
<tr>
<td>8 hours (20 days of)</td>
<td>160 hrs</td>
</tr>
</tbody>
</table>

* together with nominated days off

except where an employee is working a nine day fortnight and they shall be entitled to eighteen days annual leave.

40.1.2 Power and Water may allow the employee to take pro rata annual leave before the right has accrued.

40.1.3 An employee who is a seven day shift worker, i.e. rostered to work regularly on Sundays and public holidays, shall be entitled to an extra five days annual leave. Where an employee is engaged for part of a twelve month period as a seven day shift worker his or her annual leave will be increased by half a day for each month on which he or she is continuously engaged to a maximum of five days.

40.1.4 In addition to the leave prescribed in this subclause, an employee who is employed in an isolated district, namely Alice Springs, Batchelor, Darwin, Jabiru, Katherine, Tennant Creek and Yulara, shall be eligible for ten days additional leave or the equivalent number of hours as follows:

<table>
<thead>
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</thead>
<tbody>
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<td>160 hrs</td>
</tr>
</tbody>
</table>

* together with nominated days off

except where an employee is working a nine day fortnight and they are entitled to nine days additional leave.

40.1.5 Where an employee has been absent on unpaid leave, except unpaid leave granted on account of illness, for more than 22 working days within a period in respect of which annual leave is calculated, annual leave shall be reduced on a pro rata basis for each 22 working days of absence excluding the first 21 days of absence.
40.2 Payment for annual leave

40.2.1 Payment shall be made in respect of the ordinary time an employee would have worked had he or she not been on leave during the relevant period.

40.2.2 Salary shall be calculated by including the following where applicable:

40.2.2(a) The wage rate prescribed for the occupation in which the employee was ordinarily employed immediately prior to commencement of his or her leave, or the termination of his or her employment, as the case may be, and in addition, Northern Territory allowance, leading hand allowance, linesman’s allowance, industry allowance, power station allowance, distribution allowance and higher duties allowance that the employee maybe entitled to.

40.2.2(b) The rate prescribed for work in ordinary time according to the employee’s roster or projected roster including Saturdays, Sundays and public holidays.

40.2.2(c) Subject to the approval of Power and Water any other rate to which the employee is entitled for ordinary hours of work except for overtime, availability allowance, special rates allowances, travelling time and travelling allowance.
41. **ANNUAL LEAVE - LEAVE LOADING**

41.1 An employee shall be entitled to an annual leave loading as follows:

41.1.1 a sum of 17-1/2% of the value of the annual leave credit based on their salary (including any allowances in the nature of salary) as at 1 January in the year in which the annual leave accrued; or

41.1.2 to a maximum payment of the equivalent of the average weekly earnings of Northern Territory males ascertained from the Australian Statistician for the quarter ended 31 August of the year preceding the year in which the date of accrual occurs;

41.1.3 whichever is the lesser; or

41.1.4 where the employee is working rostered shifts in accordance with 38.1, payment of the greater of either shift penalties to which they would have been entitled but for proceeding on leave or the annual leave loading as per 41.1.1, 41.1.2 and 41.1.3.

41.2 On cessation of employment an employee shall be entitled to payment in lieu of any unpaid annual leave loading, and pro rata payment of a recreation leave loading calculated on the basis of 1/12th of the recreation leave loading entitlement at 1 January last, for each completed month of service in the year of cessation.

41.3 Where an employee commenced and ceased duty in the same year, salary for the purposes of 41.2 shall be the salary which would have been payable to them had they been employed on 1 January of that year.

41.4 The following formula is to be used in the calculation of the recreation leave loading:

\[ A \times B \times 0.175 \times \frac{6}{313} \]

where:

\[ A = \] annual salary at 1 January and includes any allowances in the nature of salary payable;

\[ B = \] number of weeks recreation leave accrued at 1 January.

\[ 0.175 = 17-1/2\% \]

\[ \frac{6}{313} = \text{factor to convert annual salary to a weekly wage}. \]

41.5 **Annual close down**

41.5.1 Where there is an annual closedown at an establishment an employee of that establishment shall be required to observe that close down and shall be entitled to leave accrued since 1 December in each year or pro rata leave for each completed month of service.
41.5.2 All the time during which an employee is stood down without pay under this subclause shall be deemed to be time of service in the next twelve month’s qualifying period.

41.6 More than one period of engagement

Where an employee has had more than one period of engagement in a calendar year, any periods of service not already taken into consideration in calculating annual leave for the previous engagement will be added to the subsequent engagement.

41.7 Leave on termination

On termination an employee shall be paid accrued annual leave and leave loading on a pro rata basis for each completed month of service.
42. **PERSONAL LEAVE**

The provisions of this clause apply to full-time, regular part-time employees and shift workers, but do not apply to casual employees.

42.1 Paid personal leave is available to an employee who is absent due to:

42.1.1 personal illness or injury (sick leave); or

42.1.2 caring for a family or household member who is sick (carer’s leave); or

42.1.3 bereavement on the death of a member of an employee’s immediate family (bereavement leave).

42.2 **Interpretation**

For the purposes of this clause:

42.2.1 **full pay** means salary at the ordinary rate of pay;

42.2.2 **half pay** means one half of full pay;

42.2.3 **illness** means an illness, injury or disease of the employee;

42.2.4 **family member** means a member of the employee’s immediate family or household for whom the employee is responsible for care and support;

42.2.5 **immediate family member** in relation to an employee means the spouse, de facto spouse, parent, brother, sister or child, step mother or step father, foster mother or foster father, and includes the child or parent of the employee’s spouse;

42.2.6 **sick leave year** means twelve months service from the anniversary of commencement or twelve months since the last sick leave accrual;

42.2.7 **medical evidence** means:

42.2.7(a) a medical certificate provided by a registered medical practitioner;

42.2.7(b) a report provided by a medical officer approved by Power and Water for the purpose;

42.2.7(c) certification of illness, for other than compensation purposes for work related injury or illness, provided by:

42.2.7(c)(i) a person registered to provide medical or specialist medical treatment; or

42.2.7(c)(ii) a person or class of persons approved by Power and Water eligible to provide certification;
provided that the medical evidence states the period of the illness and wherever possible the nature of the illness.

42.3 Sick leave

42.3.1 Accrual of sick leave

42.3.1(a) An employee will be entitled to sick leave of:

42.3.1(a)(i) fifteen days; or

42.3.1(a)(ii) 13.5 days to an employee working a nine day fortnight, on commencement and the same amount of leave after each twelve months service.

42.3.1(b) Sick leave is cumulative leave.

42.3.2 Conditions of leave

42.3.2(a) Power and Water shall grant sick leave to an employee as follows:

42.3.2(a)(i) on production of satisfactory medical evidence to the extent of sick leave credits:

42.3.2(a)(i)(1) at full pay; or

42.3.2(a)(i)(2) on the employee’s request, at half pay, where the period of absence required is one day or more; or

42.3.2(a)(ii) without production of medical evidence, in any sick leave year, to the extent of five working days or the equivalent number of hours of duty provided that no more than three of those days may be consecutive working days or the equivalent number of hours of duty.

42.3.2(b) Where an employee has exhausted all available sick leave credits Power and Water may, after considering all the relevant circumstances and where satisfactory medical evidence is provided:

42.3.2(b)(i) grant sick leave without pay;

42.3.2(b)(ii) grant additional sick leave on half pay, which is not subject to conversion to full pay; or

42.3.2(b)(iii) where an extended period of absence is involved, grant access to recreation leave.

42.3.2(c) An employee is not entitled to sick leave beyond the day immediately preceding their prescribed maximum retiring age.
42.3.3 Sick leave on annual leave and public holidays

42.3.3(a) When an employee on annual leave is sick for not less than one day, he or she may be granted sick leave on production of a medical certificate. The annual leave will be re-credited for the period of sick leave granted.

42.3.3(b) Sick leave on a public holiday will not be debited.

42.3.4 Maximum amount of sick leave

The maximum period of absence allowable in respect of any continuous period of absence due to illness shall be:

42.3.4(a) 52 weeks in respect of paid leave; and

42.3.4(b) 78 weeks in respect of combined paid and unpaid leave;

upon which employment shall cease.

42.3.5 Shift worker

A shift worker shall be entitled to claim sick leave for the rostered overtime shift, provided that a medical certificate may be required by Power and Water.

42.3.6 War service related illness

Where satisfactory medical evidence is produced that absence from duty was on account of illness which originated from war service, Power and Water may decide the conditions under which sick leave may be granted.

42.4 Carer’s leave

Sick leave credits may be accessed in accordance with 42.3.1 to care for sick family members for up to ten days in any sick leave year.

42.5 Bereavement leave

Power and Water may grant to an employee paid leave for a maximum of three days’ leave on the occasion of the death of an immediate family member or other person approved by Power and Water.
43. **LEAVE TO ATTEND INDUSTRIAL RELATIONS BUSINESS**

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

43.2 Leave to attend industrial proceedings counts as service for all purposes.
44. LEAVE TO ATTEND WORKPLACE RELATIONS TRAINING COURSES, SEMINARS, ETC.

Leave of absence shall be granted to an employee to attend short training courses or seminars on the following conditions:

44.1 that Agency operating requirements permit the grant of leave;

44.2 that the scope, content and level of the short courses are such as to contribute to a better understanding of workplace relations;

44.3 leave granted under this clause shall be with full pay, not including shift and penalty payments or overtime; and

44.4 leave of absence granted under this clause shall count as service for all purposes.
45. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

(a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months; and

(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

(a) the employee or employee’s spouse is pregnant; or

(b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

45.1 Definitions

45.1.1 For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where ‘child’ means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

45.1.2 Subject to 45.1.3, in this clause, spouse includes a de facto or former spouse.

45.1.3 In relation to 45.5, spouse includes a de facto spouse but does not include a former spouse.

45.2 Basic entitlement

45.2.1 After twelve months continuous service, parents are entitled to a combined total of up to 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
45.2.2 Subject to 45.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

45.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

45.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

45.3 Maternity leave

45.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

45.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

45.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

45.3.2 When the employee gives notice under 45.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

45.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

45.3.4 Subject to 45.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

45.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

45.3.6 Special maternity leave

45.3.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

45.3.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
45.3.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

45.3.7 Where leave is granted under 45.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

45.3.8 Paid maternity leave

The provisions of this clause shall not apply to casual employees.

45.3.8(a) Subject to 45.2.1 and 45.3.1, an employee shall be entitled to maternity leave with pay for a continuous period of twelve weeks commencing in accordance with 45.3.4.

45.3.8(a)(i) The rate of pay will be calculated as for sick leave on full pay - without deduction from sick leave credits.

45.3.8(b) An employee whose twelve months service falls within the period provided for in 45.3.8(a) may be granted maternity leave with pay for the remaining portion of that twelve week period.

45.4 Paternity leave

45.4.1 An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave, with:

45.4.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

45.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

45.4.1(c) a statutory declaration stating:

45.4.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

45.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

45.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
45.4.2 The employee will not be in breach of 45.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

45.5 Adoption leave

45.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

45.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

45.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

45.5.2(b) particulars of any period of adoption leave sought or taken by the employee’s spouse; and

45.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

45.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

45.5.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee’s return to work.

45.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

45.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

45.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.
45.7 Parental leave and other entitlements

45.7.1 An employee may use accrued annual or long service leave credits, or sick leave credits (subject to a medical certificate) to cover all or part of the unpaid period of parental leave subject to the total amount of leave not exceeding 52 weeks. Such leave shall count as service.

45.7.1(a) The provisions of 45.7.1 shall not apply to casual employees.

45.7.2 Parental leave not covered under 45.3.8 or by sick leave, annual leave or long service leave shall be without pay and shall not count as service.

45.7.3 Paid authorised award leave absences (excluding annual, long service or sick leave) shall not be available to an employee during her absence on maternity leave.

45.8 Transfer to a safe job

45.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

45.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to take leave for such period as is certified necessary by a registered medical practitioner. Except for an eligible casual employee, such leave shall be treated as sick leave for the purpose of this award until maternity leave commences.

45.9 Returning to work after a period of parental leave

45.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

45.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 45.8, the employee will be entitled to return to the position they held immediately before such transfer.

45.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
45.10 Replacement employees

45.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

45.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
46. SPECIAL LEAVE - WITH PAY

46.1 Special leave with pay up to a maximum of three days per annum may be granted by Power and Water upon sufficient cause being shown and under circumstances not covered elsewhere in this award. Such circumstances may include:

46.1.1 removal of furniture and effects;

46.1.2 family illness of a serious nature;

46.1.3 any other circumstances considered by Power and Water to warrant emergency leave, provided that the grant of leave for removal of furniture and effects will only be granted once in any twelve consecutive months and shall not exceed more than two days.

46.2 Special leave with pay will not incur deduction from accrued leave credits.

46.3 The annual leave entitlements of three days per annum are not accumulative. (Year is anniversary from commencement).

46.4 This leave counts as service for all purposes.
47. **EMPLOYEE CALLED AS WITNESS**

47.1 An employee subpoenaed or called as a witness shall promptly notify his or her supervisor.

47.2 Other than where an employee is subpoenaed or called as a witness on behalf of the Commonwealth, a State or a Territory, the employee should be given to understand clearly that the leave is recreation leave or leave without pay. Where, however, a charge is made by the department for an employee’s attendance in such cases, he should be regarded as being on duty.

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

47.4 Leave with pay shall count as service. Leave without pay shall not count as service.
48. **JURY SERVICE**

48.1 An employee required to attend for jury service shall promptly notify his or her supervisor.

48.2 An employee required to attend for jury service during ordinary hours of duty shall be granted leave of absence with full pay during that period.

48.3 An employee who, attends for jury service during ordinary hours of duty shall pay to the Territory so much of any amounts received as fees for his or her attendance as Power and Water thinks reasonable, having regard to the proportion that that period bears to the total period of his attendance as a juror and having regard to expenses incurred by the employee in respect of that attendance.

48.4 Such leave shall count as service.
PART 8 - TRANSFERS, TRAVELLING, WORKING AWAY FROM USUAL PLACE OF WORK

49. CONVEYANCE OF EMPLOYEE AND DEPENDANTS ON APPOINTMENT

49.1 Where a person is appointed as an employee of Power and Water and the place where he or she is required to work is not in the city or town in which he or she was residing at the time of his or her appointment, the employee may be paid an allowance equivalent to the cost of conveyance of the employee, his or her spouse and dependant children, and of the removal costs of his or her furniture and personal effects (not exceeding that amount determined by Power and Water).

49.2 When travelling from the place of engagement to the place of his or her employment, an employee shall be paid an allowance equivalent to salary at the rate prescribed by the award for his or her classification as from the time of commencing travel to undertake duty to the time of his or her arrival at the place of employment, provided that such calculation shall be based on a maximum of sixteen hours at ordinary rate of pay where travel is undertaken by air. Provided further that if the employee travels by any other mode of transport, he or she shall be entitled to payment of an allowance equivalent to eight hours at ordinary rates of pay in respect of each day of travel up to a maximum of sixteen hours.

49.3 Should an employee elect to travel to the Northern Territory by means of his or her own vehicle, he or she shall be paid an allowance equal to the cost of reimbursement of his or her travel calculated on the distance travelled by the most direct recognised route from the place of engagement up to a maximum of the cost of conveying the employee and his or her dependants by scheduled air service by the most direct route.
50. TRANSFER EXPENSES

50.1 Where an employee is transferred:

50.1.1 in the interests of Power and Water;

50.1.2 in the ordinary course of promotion; or

50.1.3 on account of illness due to causes over which the employee has no control and subject to production of medical evidence to the satisfaction of Power and Water,

the actual cost of conveyance of the employee, together with his or her dependants and of removal of furniture and household effects shall, subject to 50.3 and 50.4, be paid by Power and Water.

50.2 Where an employee is notified that his or her transfer from one classification to another classification of not less than equal pay will be for an indefinite period, the transfer, shall, for the purpose of determining the employee’s rights with respect to travelling allowance and the cost of removing the employee’s family and furniture be deemed to be a permanent transfer.

50.3 An employee who is transferred from one locality to another solely at his or her own request, shall bear the whole cost of his or her removal unless otherwise determined by Power and Water.

50.4 If an employee is transferred from one locality to another on account of misconduct, the employee shall pay the whole cost of transfer unless otherwise determined by Power and Water.
51. TRAVELLING TIME BETWEEN JOBS AND ON OFFICIAL DUTY

Notwithstanding anything contained elsewhere in this award, an employee who is required to travel on duty between one job and another or on official duty on behalf of Power and Water shall be paid at his or her ordinary rate of pay for all time up to eight hours so expended provided that such time is outside the ordinary working hours spent in travelling on a week day. For all time in excess of eight hours spent in travelling on a Saturday, he shall be paid at the rate of time and a half and for all time spent in travelling on a Sunday or public holiday, he shall be paid at a rate of double time.
PART 9 - AWARD COMPLIANCE

52. NOTICE BOARD

Power and Water shall permit a notice board of reasonable dimensions to be erected in a prominent position in each workplace so that it will be reasonably accessible to all employees working under this award.
## SCHEDULE A - TRANSITIONAL PROVISIONS TO NEW CLASSIFICATIONS

<table>
<thead>
<tr>
<th>Former classification</th>
<th>New physical grades</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employee classification</td>
</tr>
<tr>
<td>Electrical trades assistant</td>
<td>1</td>
</tr>
<tr>
<td>Linesman’s assistant</td>
<td>1</td>
</tr>
<tr>
<td>Building trades assistant</td>
<td>1</td>
</tr>
<tr>
<td>Utility worker</td>
<td>2</td>
</tr>
<tr>
<td>Driver of trucks up to 10 tonnes (gvm)</td>
<td>2</td>
</tr>
<tr>
<td>Storeman</td>
<td>2</td>
</tr>
<tr>
<td>M.E.O. 3</td>
<td>2</td>
</tr>
<tr>
<td>Driver of trucks 10-20 tonnes (gvm) inclusive</td>
<td>2</td>
</tr>
<tr>
<td>M.E.O. 4</td>
<td>3</td>
</tr>
<tr>
<td>M.E.O. 5</td>
<td>3</td>
</tr>
<tr>
<td>Driver over 20 tonnes (gvm)</td>
<td>3</td>
</tr>
<tr>
<td>Articulated driver</td>
<td>3</td>
</tr>
<tr>
<td>Senior storeman</td>
<td>3</td>
</tr>
<tr>
<td>Field assistant (geology)</td>
<td>3</td>
</tr>
<tr>
<td>Electrical fitter</td>
<td>3</td>
</tr>
<tr>
<td>Electrical mechanic</td>
<td>3</td>
</tr>
<tr>
<td>Cable jointer</td>
<td>3</td>
</tr>
<tr>
<td>Linesman “A” grade</td>
<td>3</td>
</tr>
<tr>
<td>Fitter/turner</td>
<td>3</td>
</tr>
<tr>
<td>Boilermaker</td>
<td>3</td>
</tr>
<tr>
<td>Welder</td>
<td>3</td>
</tr>
<tr>
<td>Plumber</td>
<td>3</td>
</tr>
<tr>
<td>Painter</td>
<td>3</td>
</tr>
<tr>
<td>Stores supervisor</td>
<td>3</td>
</tr>
<tr>
<td>Electrical/electronic technician 1</td>
<td>3</td>
</tr>
<tr>
<td>Electrical/electronic technician 2</td>
<td>4</td>
</tr>
<tr>
<td>Linesman 2</td>
<td>4</td>
</tr>
<tr>
<td>Power station fitter - complex systems</td>
<td>4</td>
</tr>
<tr>
<td>Electrical/electronic technician 3</td>
<td>6</td>
</tr>
<tr>
<td>Inspector</td>
<td>6</td>
</tr>
<tr>
<td>E.C.O. 1</td>
<td>6</td>
</tr>
<tr>
<td>P.S.P.O. 2</td>
<td>6</td>
</tr>
<tr>
<td>Senior inspector</td>
<td>7</td>
</tr>
<tr>
<td>E.C.O. 2</td>
<td>7</td>
</tr>
<tr>
<td>P.S.P.O. 3</td>
<td>7</td>
</tr>
<tr>
<td>E.C.O. 3</td>
<td>8</td>
</tr>
<tr>
<td>Former classification</td>
<td>New physical grades</td>
</tr>
<tr>
<td>------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>P.S.P.O. 4</td>
<td>8</td>
</tr>
<tr>
<td>P.S.P.O. 5</td>
<td>9</td>
</tr>
<tr>
<td>Power station supervisor</td>
<td>9</td>
</tr>
</tbody>
</table>
SCHEDULE B - FORMER PAID RATES AWARD TRANSITIONAL PROVISIONS

1. EMPLOYEES COVERED BY FORMER PAID RATES AWARD

1.1 The provisions of this Schedule only apply to a Northern Territory Public Sector employee who was employed in the Northern Territory Public Sector immediately prior to 8 November 2002 (the date the award was converted from a paid rates award to minimum rates) - an ‘eligible employee’.

1.2 Where an eligible employee had an award entitlement to a higher award salary rate immediately prior to the date this award was converted to a minimum rates award, that higher rate will apply. The following provisions of this Schedule set out the pay rates which applied and the associated provisions which determined the appropriate pay point for employees. By applying these provisions to eligible employees, the award pay rate which applied to an employee immediately prior to 8 November 2002 can be determined. Where the award salary rate determined in accordance with this Schedule is higher than that otherwise applying under the general award provisions, it will apply to an eligible employee while the rate remains beneficial to the employee.

2. CLASSIFICATIONS AND RATES OF PAY - GENERAL

2.1 No adjustment of rates

In accordance with the Paid Rates Decision of 20 October 1998 (Print Q7661), any future increases in salary rates in the award will not apply to the rates in this Schedule.

3. CLASSIFICATIONS AND RATES OF PAY - PHYSICAL GRADE EMPLOYEES

3.1 All eligible employees who performed work within the classifications listed in the following Table, were paid not less than a salary within the range adjacent to the relevant classification.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Salary per week $</th>
<th>Salary per annum $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical 1</td>
<td>479.30</td>
<td>25,003</td>
</tr>
<tr>
<td></td>
<td>490.50</td>
<td>25,588</td>
</tr>
<tr>
<td></td>
<td>505.00</td>
<td>26,344</td>
</tr>
<tr>
<td>Physical 2</td>
<td>513.00</td>
<td>26,762</td>
</tr>
<tr>
<td></td>
<td>529.40</td>
<td>27,617</td>
</tr>
<tr>
<td></td>
<td>554.10</td>
<td>28,906</td>
</tr>
<tr>
<td>Physical 3</td>
<td>535.10</td>
<td>27,914</td>
</tr>
<tr>
<td></td>
<td>570.90</td>
<td>29,782</td>
</tr>
<tr>
<td></td>
<td>607.90</td>
<td>31,712</td>
</tr>
<tr>
<td>Physical 4</td>
<td>615.20</td>
<td>32,093</td>
</tr>
<tr>
<td></td>
<td>632.80</td>
<td>33,011</td>
</tr>
<tr>
<td>Physical 5</td>
<td>651.00</td>
<td>33,961</td>
</tr>
<tr>
<td></td>
<td>669.90</td>
<td>34,946</td>
</tr>
<tr>
<td>Classification</td>
<td>Salary per week $</td>
<td>Salary per annum $</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Physical 6</td>
<td>679.90</td>
<td>35,468</td>
</tr>
<tr>
<td></td>
<td>715.20</td>
<td>37,310</td>
</tr>
<tr>
<td>Physical 7</td>
<td>726.30</td>
<td>37,889</td>
</tr>
<tr>
<td></td>
<td>777.10</td>
<td>40,539</td>
</tr>
<tr>
<td>Physical 8</td>
<td>787.70</td>
<td>41,092</td>
</tr>
<tr>
<td></td>
<td>812.00</td>
<td>42,359</td>
</tr>
<tr>
<td>Physical 9</td>
<td>839.90</td>
<td>43,815</td>
</tr>
<tr>
<td></td>
<td>866.20</td>
<td>45,187</td>
</tr>
</tbody>
</table>

### 3.2 Former classifications

Notwithstanding the introduction of Physical classifications and grades, Power and Water used the following occupational descriptions where appropriate.

**Non Trade**
- Metal trades assistant
- Electrical trades assistant
- Linesman’s assistant
- Building trades assistant
- Utility worker
- Driver of trucks up to 10 tonnes (gvm)
- Storeman
- M.E.O.3
- Driver of trucks 10-20 tonnes (gvm) inclusive
- M.E.O.4
- M.E.O.5
- Driver over 20 tonnes (gvm)

**Trade**
- Electrical fitter
- Electrical mechanic
- Cable jointer
- Linesman “A” grade
- Fitter/turner
- Boilermaker
- Welder
- Plumber
- Painter
- Stores supervisor
- Drainer
- Electrical/electronic technician 1
- Electrical/electronic technician 2
- Linesman 2
- Power station fitter - Complex systems
- Articulated driver
- Senior storeman
- Field assistant (geology)
- Electrical/electronic technician 3
- Inspector
- E.C.O.1
- P.S.P.O.2
- Senior inspector
- E.C.O.2
- P.S.P.O.3
3.3 **Advanced progression**

Power and Water exercised its discretion, by granting more than one progression within the schedule of rates fixed for the position held, when such action was warranted.

3.4 **Temporary performance at a higher grade**

An eligible employee directed by Power and Water to carry out the duties of a position classified in a higher grade for a continuous period of not less than one working day or shift was paid the minimum rate for the higher grade or to the nearest (equivalent/higher) rate.

4. **CLASSIFICATIONS AND RATES OF PAY - TECHNICAL, ADMINISTRATIVE AND PROFESSIONAL EMPLOYEES**

4.1 **Technical employees**

All eligible employees who performed work within the classifications listed in the following Table, was paid not less than a salary within the range adjacent to the relevant classification.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Salary per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical 1</td>
<td>$27,726</td>
</tr>
<tr>
<td></td>
<td>28,462</td>
</tr>
<tr>
<td></td>
<td>28,920</td>
</tr>
<tr>
<td>Technical 2</td>
<td>29,492</td>
</tr>
<tr>
<td></td>
<td>30,327</td>
</tr>
<tr>
<td></td>
<td>31,278</td>
</tr>
<tr>
<td>Technical 3</td>
<td>32,331</td>
</tr>
<tr>
<td></td>
<td>33,344</td>
</tr>
<tr>
<td></td>
<td>34,395</td>
</tr>
<tr>
<td>Technical 4</td>
<td>35,106</td>
</tr>
<tr>
<td></td>
<td>36,242</td>
</tr>
<tr>
<td></td>
<td>37,376</td>
</tr>
<tr>
<td>Senior technical officer 1</td>
<td>38,159</td>
</tr>
<tr>
<td></td>
<td>38,929</td>
</tr>
<tr>
<td></td>
<td>39,708</td>
</tr>
<tr>
<td>Classification</td>
<td>Salary per annum</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Senior technical officer 2</td>
<td>40,453</td>
</tr>
<tr>
<td></td>
<td>41,312</td>
</tr>
<tr>
<td></td>
<td>42,165</td>
</tr>
<tr>
<td>Senior technical officer 3</td>
<td>43,076</td>
</tr>
<tr>
<td></td>
<td>43,984</td>
</tr>
<tr>
<td>Senior technical officer 4</td>
<td>44,929</td>
</tr>
<tr>
<td></td>
<td>45,882</td>
</tr>
<tr>
<td>Senior technical officer 5</td>
<td>47,728</td>
</tr>
<tr>
<td></td>
<td>48,656</td>
</tr>
</tbody>
</table>

### 4.2 Administrative employees

All eligible employees who performed work within the classifications listed in the following Table, were paid not less than a salary within the range adjacent to the relevant classification.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Salary per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative officer 1</td>
<td>26,010</td>
</tr>
<tr>
<td></td>
<td>26,420</td>
</tr>
<tr>
<td></td>
<td>26,830</td>
</tr>
<tr>
<td></td>
<td>27,344</td>
</tr>
<tr>
<td></td>
<td>27,875</td>
</tr>
<tr>
<td></td>
<td>28,490</td>
</tr>
<tr>
<td>Administrative officer 2</td>
<td>28,873</td>
</tr>
<tr>
<td></td>
<td>29,631</td>
</tr>
<tr>
<td></td>
<td>30,125</td>
</tr>
<tr>
<td></td>
<td>30,722</td>
</tr>
<tr>
<td></td>
<td>31,319</td>
</tr>
<tr>
<td>Administrative officer 3</td>
<td>32,037</td>
</tr>
<tr>
<td></td>
<td>32,488</td>
</tr>
<tr>
<td></td>
<td>33,150</td>
</tr>
<tr>
<td></td>
<td>34,268</td>
</tr>
<tr>
<td>Administrative officer 4</td>
<td>35,094</td>
</tr>
<tr>
<td></td>
<td>35,734</td>
</tr>
<tr>
<td></td>
<td>36,373</td>
</tr>
<tr>
<td></td>
<td>37,013</td>
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<tr>
<td></td>
<td>37,652</td>
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<tr>
<td></td>
<td>38,292</td>
</tr>
<tr>
<td></td>
<td>38,932</td>
</tr>
<tr>
<td></td>
<td>39,571</td>
</tr>
<tr>
<td></td>
<td>40,209</td>
</tr>
</tbody>
</table>
Classification | Salary per annum
---|---
Administrative officer 5 | 41,245
| 42,178
| 43,111
Administrative officer 6 | 44,782
| 46,329
| 47,875
| 49,422
Administrative officer 7 | 51,093
| 52,727
Administrative officer 8 | 54,540

4.3 Professional employees

4.3.1 All eligible employees who performed work within the classifications listed in the following Table, were paid no less than a salary within the range adjacent to the relevant classification.

| Classification | Salary per annum
---|---
Professional 1 | 33,889
| 35,024
| 36,157
| 37,292
| 38,426
| 39,560
Professional 2 | 40,852
| 42,085
| 43,318
| 44,551
| 46,393
| 47,753
| 49,106
| 50,464
Professional 3 | 52,487
| 53,966
| 55,447
Professional 4 | 57,518
| 58,931
| 60,350
| 62,576
| 64,354
Classification | Salary per annum
---|---
Professional 5 | $66,133
 | $68,947

### 4.3.2 Salary entry point

#### 4.3.2(a)
Salary entry point for less than a four year degree, or equivalent qualification, and nil relevant professional experience, was $33,889 in column A.

#### 4.3.2(b)
Salary entry point for a four year degree, or equivalent qualification, and nil relevant professional experience, was $35,024 in column A.

### 5. INCREMENTS

#### 5.1
Eligible employees were entitled to annual increments within the scale of rates of salary fixed for the classifications held.

#### 5.2
The first increment was payable on completion of twelve months’ service. The second increment was payable where the eligible employee had served for twelve months within the preceding two years and had received the salary of the first increment for twelve months. Further increments within the scale were granted after each twelve months’ service.

#### 5.3
Provided that where the termination of an eligible employee’s engagement was not due to the requirements of Power and Water, previous service was not taken into account in the event of his/her re-employment.

#### 5.4
Eligible employees holding classifications for which Power and Water had determined conditions of advancement were subject to those conditions of advancement.

#### 5.5
Notwithstanding anything contained in this clause, Power and Water exercised its discretion, by granting more than one increment within the scale of rates for the position held when such action was warranted.

#### 5.6
Progression within and between grades may occur based on demonstrated acquisition and capacity to utilise specified skills and assessment. Employees in classifications for which Power and Water has determined conditions of advancement shall comply with such conditions of advancement.

#### 5.7
Linesman’s assistants with two years or more service shall be paid 90% of the 3rd increment of the physical grade employee 5’s rate.

### 6. OVERTIME

#### 6.1
All overtime worked by an eligible employee classified as Professional level 4, other than a shift worker, whose salary did not exceed the third salary point payable for that classification, was paid at their ordinary rate of pay.
6.2 All overtime worked by a Technical employee, other than a shift worker, whose salary was in the range of Technical level 6 and Manager technical level 1 was paid at their ordinary rate of pay.

**end of text**