

**2015 - 2018**

**TERRITORY GENERATION ENTERPRISE AGREEMENT**

# PART A - APPLICATION AND OPERATION OF AGREEMENT

## 1 Title

This Agreement will be known as the 2015 - 2018 Territory Generation Enterprise Agreement.

## 2 Arrangement

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### 3 Definitions

For the purposes of this Agreement:

- (a) "Agreement" means the 2015 - 2018 Territory Generation Enterprise Agreement;
- (b) "AQF" means Australian Qualification Framework;
- (c) "CEO" means the Chief Executive Officer of Territory Generation or his or her delegated officer where applicable;
- (d) "consultation" means the timely exchange of relevant information and ideas in such a manner that the Parties have the actual and genuine opportunity to influence the outcome;
- (e) "continuous service" in relation to a period of service by an employee, means a period of service with the employer, during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory;
- (f) "continuous shift worker" means a shift worker participating in a rotating shift roster characterised by consecutive shifts covering 24 hours a day, seven days per week;
- (g) "counts as salary for all purposes" means the allowance is deemed to form part of an employee's base salary when calculating paid leave (including long service leave), payments in lieu of paid leave, recreation leave loading, overtime and shift penalties, redundancy payments, superannuation and workers' compensation subject to any relevant governing legislation. Unless specifically stated within the relevant clause, an allowance, loadings, overtime, penalty rates or bonuses do not count as salary for any purpose;
- (h) "CPE" means the Commissioner for Public Employment in the Northern Territory;
- (i) "determination" means a determination made by the CPE under the PSEM Act;
- (j) "employee" means a person employed within Territory Generation under the PSEM Act;
- (k) "employer" – means the CPE;
- (l) "ELT" means the Territory Generation Executive Leadership Team;
- (m) "Fair Work Commission" means the body established under the *Fair Work Act 2009* (Cth) to administer that Act;
- (n) "fixed period employee" is defined in the PSEM Act and means an employee employed for a time specified in a contract of employment, other than casual employment;
- (o) "FW Act" means the Fair Work Act 2009 (Cth) as amended from time to time;
- (p) "GCC" means the Generation Consultative Committee;
- (q) "mutual agreement" means an agreement which has been arrived at between directly affected employees and Territory Generation, without duress being applied to either party;
- (r) "MyPlan" means an individual achievement process under Territory Generation's performance achievement system;
- (s) "National Employment Standards" or "NES" means the minimum employment standards applying under Chapter 2 of Part 2-2 of the *Fair Work Act 2009* (Cth);
- (t) "NTPS" means the Northern Territory Public Sector;
- (u) "non-continuous shift worker" means a shift worker participating in a shift roster that is not characterised by consecutive shifts covering 24 hours a day, seven days per week;
- (v) "ongoing employee" is defined in the PSEM Act and means being employed until the employee resigns or the employment is terminated under PSEM Act;
- (w) "PPE" means Personal Protective Equipment;
- (x) "PSEM Act" means the *Northern Territory Public Sector Employment and Management Act* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations as varied from time to time, made under that Act;

- (y) "RDO" means rostered day off;
- (z) "shift worker" means an employee who is designated by Territory Generation to participate in a rotating shift roster cycle;
- (aa) "Territory Generation Band 2.3" means the salary that an employee receives at the third pay point of Band 2 in the Territory Generation Administrative and Corporate Service Officer salary structure; and
- (bb) "union" means a union party covered by this Agreement in accordance with clause 4.

#### **4 Coverage**

This Agreement covers the:

- (a) CPE;
- (b) Association of Professionals, Engineers, Scientists and Managers Australia;
- (c) Australian Manufacturing Workers Union;
- (d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (ETU Branch);
- (e) Community and Public Sector Union; and
- (f) Employees employed within Territory Generation in a classification set out in **Attachment 1**.

#### **5 Relationship to PSEM Act and Awards**

- 5.1 This Agreement will be read and interpreted in conjunction with the PSEM Act to the extent that it applies, and will prevail over the PSEM Act to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.
- 5.2 The PSEMA By-laws do not apply to employees covered by this Agreement however:
  - (a) By-law 8 (Long Service Leave);
 

(Note – the application of By-law 8 is subject to the provisions of clause 78 of this Agreement dealing with Long Service Leave)
  - (b) By-law 14 (Defence Service Leave);
  - (c) By-law 16 (Special Leave Without Pay);
  - (d) By-law 18 (Miscellaneous Leave);
  - (e) By-law 26 (Northern Territory Allowance);
  - (f) By-law 33 (Recreation Leave Airfares);
  - (g) By-laws 42 to 44 (Remote Locality Provisions); and
 

(Note – the application of By-laws 42 to 44 are subject to the provisions of clause 35 of this Agreement dealing with Remote Localities)
  - (h) By-laws 45 to 54 (Compulsory Transferees);
 

as varied from time to time, are to be applied as if term, conditions and entitlements otherwise provided under the Agreement.
- 5.3 The parties acknowledge that awards underpin the terms and conditions in this Agreement.

#### **6 Omitted**

#### **7 Objectives of Agreement**

- 7.1 The parties acknowledge:
  - (a) that a cooperative approach is necessary to effectively implement this Agreement;
  - (b) that continuous improvement strategies, such as improved human resource practices, flexibility in working arrangements and work methods, skills enhancement, individual development, professional development programs, asset growth, and new business opportunities, are necessary to ensure the efficiency and productivity of Territory

Generation, whilst at the same time improving and maintaining ongoing employment opportunities, and specifically employment security; and

- (c) the need to jointly examine and consider all options when pursuing improvement strategies to ensure the achievement of the most cost effective and productive outcomes.

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

- (a) avoiding injury to our people or damage to our assets and the environment;
- (b) improved quality of service;
- (c) more responsive solutions to client demands;
- (d) more cost effective management and work practices;
- (e) better use of employees' skills;
- (f) improved accountability, governance and administrative arrangements;
- (g) improved access to and use of new technologies; and
- (h) commitment to and achievement of organisational strategic objectives.

## **8 Code of Conduct**

Employees are required to undertake their duties, having regard to the Code of Conduct. A copy of the Code of Conduct will be provided to each new employee as part of the employee's induction.

## **9 Safety, Health, Welfare, Discrimination and Workloads**

9.1 This clause sets out the parties commitments to the following fundamental principles and acknowledges their importance in:

- (a) ensuring a safe and satisfying work environment for employees; and
- (b) enabling the employer to meet its statutory obligations and strategic corporate objectives.

9.2 The parties are committed to achieving and maintaining a safe and healthy work environment. It is acknowledged that Territory Generation wants employees to be safe in everything they do and is consistent with its safety values, both the employer and its employees will take all reasonably practicable measures to prevent injuries in the workplace, and to promote the health, safety and welfare of employees and others, including:

- (a) ensuring that all safety equipment purchased by Territory Generation complies with relevant Australian Standards;
- (b) continuation of appropriate mandated safety training;
- (c) provision of appropriate safety training and resources for members of safety committees; and
- (d) monitoring of employees' working hours and utilisation of options to ensure that hours do not reach a level that compromises health and safety including:
  - (i) a commitment that no employee be expected to work beyond 16 hours without a rest period (or such lesser hours as are considered appropriate having regard to agreed guidelines relating to fatigue management, as varied from time to time);
  - (ii) redesign of work processes;
  - (iii) review of organisational structures;
  - (iv) training and development; and
  - (v) employee resources within immediate and related work areas.

- 9.3 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour, discrimination, and bullying and will take all reasonably practicable steps to:
- (a) foster a culture of respect in the workplace; and
  - (b) ensure employees are treated appropriately and not subject to bullying.
- 9.4 The parties are committed to achieving an appropriate work life balance. Whilst recognising that there may be unavoidable peak work periods which result in increased workloads and overtime levels, the parties support the principle that Territory Generation is sufficiently resourced to enable employees to perform their job within their ordinary hours plus any reasonable additional hours. To enable this, the CEO will monitor workloads and staffing levels and implement such strategies as are necessary to facilitate reasonable workloads.
- 9.5 In the event that an employee experiences ongoing and sustained workload issues, corrective action will be agreed between the employee and Territory Generation as follows:
- (a) the employee will approach his or her manager at first instance to discuss options for resolving the matter (eg: additional training, resourcing, time off in lieu); and
  - (b) if no resolution is agreed within three (3) months, the matter will be escalated to the General Manager People and Safety for further consideration.
- 9.6 In addition, overall workload trends may be reported to the GCC.

## **10 Employment Security**

- 10.1 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within Territory Generation, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 10.2 The agreement in sub-clause 10.1 to have no involuntary redundancies depends upon the mutual agreement to reasonable retraining and re-deployment to a position which is equivalent in status and remuneration within an employee's current locality to the extent that would not require a move of residence or travel further than a fifty kilometre radius of his/her original work location.
- 10.3 In recognition of its commitment to employment security, Territory Generation will use natural attrition, redeployment, and voluntary redundancy as the principal mechanisms should any decrease in workforce size be necessary during the life of this Agreement.
- 10.4 Variations to the principal mechanisms referred to in sub-clause 10.3 will be negotiated and agreed between the parties as required.

## **11 Redeployment and Redundancy**

- 11.1 The provisions of Attachment 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements do not apply in transfer of business or transfer of employment situations where work of Territory Generation is transferred or outsourced to another employer and the employee is offered employment with the second employer to perform the same or substantially similar work.
- 11.2 The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:
- (a) the second employer recognises the employee's service with Territory Generation; or
  - (b) the employee rejects an offer of employment made by the second employer that:

- (i) is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with Territory Generation immediately before termination; and
- (ii) recognises the employee's service with the first employer,  
unless the FWC is satisfied that this would operate unfairly to the employee who rejected the offer, in which case, upon application, the FWC may order Territory Generation to pay the employee a specified amount of redundancy pay.

## **12 Period of Operation**

- 12.1 This Agreement will commence 7 days after it is approved by the FWC ("the commencement date") and will have a nominal expiry date of 15 July 2018.
- 12.2 The parties agree to commence negotiations for a replacement enterprise agreement, at least four (4) months prior to the expiry of this Agreement, or earlier or later by agreement between the parties to the Agreement.

## **13 No Extra Claims**

- 13.1 This Agreement constitutes a final settlement of the parties' claims.
- 13.2 The parties agree that they will not for the period from commencement of this Agreement until its expiry, make claims for the making of a further agreement, whether in relation to matters dealt with in this Agreement or otherwise.



## **PART B - CONSULTATION AND DISPUTE RESOLUTION**

### **14 Dispute Settlement Procedures**

- 14.1 Subject to sub clauses 14.2 and 14.3 this clause sets out procedures to settle a dispute that relates to:
- (a) a matter arising under this Agreement; or
  - (b) the National Employment Standards.
- 14.2 This clause does not apply in relation to disputes about:
- (a) refusals for requests for flexible work arrangements on reasonable business ground under subclauses 20.4 and 79.14(b) of the agreement and section 65(5) of the FW Act; or
  - (b) refusals for requests for extended parental leave on reasonable business grounds under subclause 79.13 of the Agreement and section 76(4) of the FW Act.
- 14.3 An employee who has a grievance about matters referred to in sub-clause 14.2 can utilise section 59 of PSEM Act.
- 14.4 General
- (a) Subject to 14.2, in the event of a dispute arising in relation to a matter covered by this Agreement or the National Employment Standards the following procedure will apply.
  - (b) Subject to the requirements of the FW Act a party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute.
  - (c) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously.
  - (d) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has reasonable concerns about imminent risk to his or her health and safety, has advised his or her supervisor of this concern and has not unreasonably failed to comply with a direction by the his or her supervisor to perform other available work that is safe and appropriate for the employee to perform.
  - (e) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
  - (f) Any decision or direction the FWC makes in relation to the dispute will be in writing.
  - (g) Subject to the right of appeal under sub-clause 14.7(d), any direction or decision of the FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.
- 14.5 Internal Resolution
- (a) In the event of a dispute, the parties will in the first instance endeavour to resolve the matter internally as follows:
    - (i) the employee will refer the matter to his or her immediate supervisor for resolution, who may request that the employee provide written details of the matter, provided that where the dispute concerns alleged actions of the immediate supervisor, the employee may by-pass this step.
    - (ii) if the matter cannot be resolved under paragraph (i) above, it will be referred in writing to the relevant manager for resolution.
    - (iii) if the matter cannot be resolved under paragraph (ii) above, it will be referred in writing to the CEO for resolution.

(iv) if the matter cannot be resolved under paragraph (iii) above, it will be referred in writing to the CPE for resolution.

(b) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in paragraph (a) will begin within 48 hours of, and be completed within five (5) working days of the referral relating to that particular stage.

#### 14.6 Conciliation

(a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with sub-clause 14.5, any party may refer the dispute to the FWC, for resolution by conciliation.

(b) Provided the requirements of sub-clauses 14.4 and 14.5 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.

(c) Conciliation before the FWC will be regarded as completed when:

(i) the parties have reached agreement on the settlement of the dispute; or

(ii) the member of the FWC conducting the conciliation has either of his or her own motion, or after application by any party, satisfied him or herself that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

#### 14.7 Arbitration

(a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.

(b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.

(c) Subject to paragraph (d), the determination of the FWC is final and binding.

(d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

### **15 Generation Consultative Committee**

15.1 The GCC is a forum to regularly consult on the implementation of significant organisational and attitudinal reforms.

15.2 Territory Generation recognises the importance of appropriate consultation and information sharing through the GCC when implementing reforms.

15.3 The GCC will adopt a charter which includes provisions regarding:

(a) membership composition and appointment process;

(b) schedule of meetings and quorum;

(c) meeting agendas (including identification of standing agenda items) and minute taking; and

(d) establishment and operation of working parties or projects falling within the scope of the GCC.

15.4 The parties acknowledge that the GCC has the power to make recommendations but is not a decision making body.

15.5 Territory Generation and the GCC will monitor implementation of this Agreement and cooperate in resolving any matters which might arise in giving effect to any part of this Agreement. In doing so, the GCC will not consider the application, interpretation or modification of the terms and conditions of employment governed by this Agreement.

## 16 Omitted

## 17 Introduction and Management of Change

- 17.1 Territory Generation is committed to managing the implementation of change effectively and recognises the significant benefits to be gained by Territory Generation and its employees through regular discussion and consultation between the parties.
- 17.2 The parties undertake to facilitate the process of change and reform by a cooperative approach to change management and by observing the following principles where substantial change to production, program, organisation, structure, or technology is proposed that is likely to have a significant effect on employees:
- (a) Territory Generation will consult with affected employees throughout the change process, identifying reasons for change, the objectives to be achieved, the likely effect on the employees, and proposed measures to mitigate any adverse effect; and will give prompt and genuine consideration to matters raised by affected employees in response;
  - (b) Territory Generation will allocate adequate resources to the change process to ensure that it is effectively and efficiently implemented, and upon request will provide resourcing details to affected employees;
  - (c) relevant human resource management principles including fair and sensitive treatment and support facilities for displaced employees, prompt resolution of problems and grievances, regard to the general wellbeing of employees, and monitoring of individual workloads will be observed;
  - (d) Territory Generation will consult with the GCC in relation to the change process to ensure that, as far as possible, the outcomes match the objectives;
  - (e) processes and practices will aim to create a more positive, stable and harmonious industrial relations climate; and
  - (f) where large scale change and restructuring is proposed, prior consultation will take place in accordance with the redeployment and redundancy provisions set out in **Attachment 4**.
- 17.3 For the purposes of this clause substantial change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees;
  - (b) major change to the composition, operation or size of the workforce or to the required skills of employees;
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure for employees);
  - (d) the alteration of hours of work of employees;
  - (e) the need to retrain employees;
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs of employees.
- 17.4 Where there has been a proposal to introduce a change to the regular roster or ordinary hours of work of employees:
- (a) the CEO must notify the relevant employees of the proposed change; and
  - (b) subclauses 17.5 to 17.6 apply.
- 17.5 As soon as practicable after proposing to introduce a change to the regular roster or ordinary hours, the CEO must:
- (a) Discuss with the relevant employees the introduction of the change; and
  - (b) For the purposes of the discussion, provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the CEO reasonably believes will be the effects of the change on the employees; and
- (iii) information about any other matters that the CEO reasonably believes are likely to affect the employees; and
- (c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

17.6 The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.

*In this clause:*

17.7 "relevant employees" means the employees who may be affected by a change referred to in subclause 17.2 or 17.4.

17.8 A relevant employee may appoint a representative for the purposes of the procedures in this clause.

17.9 If:

- (a) relevant employee(s) appoint a representative for the purposes of consultation; and
  - (b) the employee or employees advise the CEO of the identity of the representative;
- the CEO must recognise the representative.

17.10 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

## **18 Individual Flexible Working Arrangements**

18.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement (including Attachments) if the arrangement:

- (a) deals with one or more of the following matters of this Agreement:
  - (i) arrangements about when work is performed within the span of hours;
  - (ii) payment for overtime taken as pay or time off in lieu of payment;
  - (iii) commuted salaries or allowances.
- (b) meets the operational needs of Territory Generation;
- (c) is genuinely agreed to by the CEO and employee;
- (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
- (e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
- (f) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

18.2 An employee or the CEO can initiate in writing a request for an individual flexibility arrangement.

18.3 The CEO must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the employee;
- (c) is signed by the CEO and employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (d) includes details of:
  - (i) the terms of the agreement that will be varied by the arrangement;

- (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the period of operation of the arrangement.
- 18.4 To take effect, the individual flexibility arrangement must be approved by the CPE and implemented via a determination or other appropriate instrument and the CEO must give the employee a copy of the determination or other appropriate instrument within 14 days of the CPE's approval.
- 18.5 The CPE will not approve an individual flexibility arrangement unless he or she is satisfied that the requirements of this clause have been met.
- 18.6 The CEO or employee may terminate the individual flexibility arrangement:
- (a) by giving written notice of not more than 28 days (or in accordance with the FW Act requirements) to the other party to the arrangement; or
  - (b) if the CEO and employee agree in writing - at any time.
- 18.7 An employee may choose to be represented by his/her nominated representative in relation to the development and implementation of individual flexible arrangements under this clause.

## **19 Variation to Working Arrangements for Groups of Employees**

- 19.1 A group of employees and Territory Generation may agree to depart from the standard approach specified in or developed in accordance with the Agreement, including amongst other matters:
- (a) hours of work, including rostered days off, restricted duties or flextime;
  - (b) commuted salaries or allowances;
  - (c) meal breaks; or
  - (d) leave.
- 19.2 Agreement to vary work arrangements will:
- (a) result in more efficient operations;
  - (b) be genuinely agreed to by the majority of employees involved;
  - (c) result in the employees being better off overall than the employees would have been if no variation had been made;
  - (d) be recorded in writing and approved by the CEO or his/her nominated delegate;
  - (e) If required by the parties, include a mechanism to terminate and/or review the agreed work arrangements; and
  - (f) require approval of the CPE and be implemented via a determination or other appropriate instrument.
- 19.3 Relevant unions will be consulted on proposed arrangements prior to approval by the CPE.

## **20 Work Life Balance Package**

- 20.1 Work Life Balance Initiatives:
- (a) Territory Generation is committed to providing employees with flexibility to assist in balancing work and life commitments. The following initiatives may be accessed by employees (except for clause 20.4, this clause does not apply to casual employees):
    - (i) use of individual flexible working arrangements as per clause 18;
    - (ii) home-based work;
    - (iii) job sharing;
    - (iv) part-time work;

- (v) career breaks;
- (vi) part-year employment;
- (vii) short term absences for family and community responsibilities; and
- (viii) use of flexible working hours (Flexitime)

(b) In addition to the above, the following initiatives in relation to leave may also be accessed by employees to assist in balancing work and life commitments:

- (i) utilisation of recreation leave at half pay;
- (ii) purchase of additional leave; and
- (iii) advance notice of extended leave without pay (up to 12 months).

#### 20.2 General Principles in relation to Work Life Balance Initiatives:

(a) An employee's request to access work life balance initiatives:

- (i) must be in writing; and
- (ii) set out details of the change sought and the reasons for the request.

(b) When considering applications from employees wishing to access the initiatives specified in sub-clause 20.1(a), the CEO must ensure that:

- (i) Territory Generation's operational requirements are met and services are not disrupted;
- (ii) employees fulfil the criteria outlined in this clause;
- (iii) fair and reasonable consideration is given to employee applications; and
- (iv) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.

(c) When considering applications from employees wishing to access the leave initiatives in sub-clause 20.1(b), the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where employees are likely to have significant accrued leave entitlements at the time of accessing the leave initiatives.

(d) The CEO must provide written reasons for a decision where an employee's application is refused.

(e) The CEO may establish internal procedures, for assessing an employee's application, which must not be inconsistent with the provisions of this clause.

(f) Employees accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development, information and meetings, as other employees.

(g) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with clause 61 of PSEM Act.

#### 20.3 In addition to the general principles contained in this clause, access to the initiatives described in:

- (a) sub-clause 20.1(a) and 20.1(b)(iii) above must be in accordance with any relevant Agreement provisions, guidelines or policies; and
- (b) sub-clause 20.1(b)(i) and 20.1(b)(ii) above must be in accordance with the specific requirements of **Attachment 6**.

#### 20.4 Formal Requirements for Particular Groups of Employees

- (a) (i) In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change his or her working arrangements because certain circumstances, as set out paragraph (ii) below, apply to them and the employee would like to change his or her working arrangements because of those circumstances, the requirements of this sub-clause will apply.

- (ii) The following are the circumstances, the employee:
  - is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - is a carer (within the meaning of the *Carer Recognition Act 2010*);
  - has a disability;
  - is 55 or older;
  - is experiencing violence from a member of the employee's family;
  - provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- (b) The employee's request must:
  - (i) be in writing; and
  - (ii) set out details of the change sought and the reasons for the request.
- (c) The CEO must:
  - (i) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
  - (ii) only refuse the request on reasonable business grounds as set out in paragraph (d); and
  - (iii) if the request is refused, provide details of the reasons for the refusal.
- (d) For the purposes of paragraph (c)(ii) reasonable business grounds includes, but are not limited to:
  - that the new working arrangements would be too costly for Territory Generation;
  - that there is no capacity to change the working arrangements of other employees to accommodate the request;
  - that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
  - that there is likely to be a significant loss in efficiency or productivity;
  - that there is likely to be a significant negative impact on customer service.
- (e) An 'eligible casual employee' is defined under sub-clause 79.2(d) (Parental Leave).

## **PART C - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

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

- 21.1 Except in the case of a casual employee, an employee whose services are terminated on account of reduction of staff or insufficiency of work and who is subsequently re-employed by Territory Generation within a twelve month period will have the immediate period of prior service recognised as continuous.

### **22 Part-time Employment**

- 22.1 Part-time employees are employees employed to work less than 37.5 hours per week, provided that Territory Generation may only employ a part-time employee on less than 7.5 hours per week at the request of the employee.
- 22.2 No employee who is currently employed on a full-time basis will be required to convert to part-time employment without his or her consent.
- 22.3 The span of hours for part-time employee will be the same span applicable to full time employees.
- 22.4 Overtime will only be paid for work directed to be performed:
- (a) outside the span of hours as specified in clause 67.2 except where the employee is a shift worker; or
  - (b) in excess of 37.5 hours per week.
- 22.5 Territory Generation and a part-time employee will agree, in writing, on a regular pattern of work, including which days of the week the employee will work and the actual starting and finishing times each day, provided that no part-time employee will be required to work less than two (2) hours on any day.
- 22.6 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.
- 22.7 Entitlement to apply for a pay progression or bonus in accordance with clauses 45 and 46 will be on the basis of having participated in a MyPlan cycle for the same period as a full-time employee, regardless of the number of hours worked.

### **23 Casual Employment**

Territory Generation may employ persons on a casual basis for the purpose of meeting particular needs, on terms and conditions set out in Determination Number 5 of 2012 (Casual Employment) as varied from time to time.

### **24 Apprentices**

- 24.1 Territory Generation is committed to continuing as a host employer of apprentices.
- 24.2 Territory Generation will have a targeted intake of three (3) apprentices each year.
- 24.3 Territory Generation will increase apprentice numbers in strategic areas, where current vacancies exist and adequate supervisory ratios can be achieved.
- 24.4 On the successful completion of his or her apprenticeship, Territory Generation will offer an apprentice temporary employment for a minimum of six (6) months, subject to ongoing satisfactory performance.
- 24.5 An offer of permanent employment will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand and the successful performance of the individual apprentice.



- 24.6 An existing employee of Territory Generation entering into an apprenticeship with Territory Generation will be entitled to salary maintenance at the employee's pre-apprenticeship substantive salary until the salary of the Trade Technical stream equals or exceeds the substantive salary being maintained.
- 24.7 An apprentice will be accompanied by a qualified Trade Technical tradesperson during trade related work.
- 24.8 An apprentice approved to be available for the call out roster to work outside of normal working hours will be competent in relevant safety and rescue training.

## **25 Use of Contractors**

### 25.1 General

- (a) Territory Generation will require and continue to use contractors to carry out work on assets, systems.
- (b) The parties recognise and accept that circumstances arise in Territory Generation where the use of contractors is both desirable and/or essential.
- (c) This clause does not require Territory Generation to cease the use of contractors from whom services have previously been acquired or from whom Territory Generation was under an obligation to acquire services from as at the commencement of this Agreement.
- (d) Consultation and resolution of disputes in relation to use of contractors will take place in accordance with the relevant clauses in this Agreement regarding these matters.

### 25.2 Guidelines

The use of contractors will continue subject to the following guidelines:

- (a) the work volume is beyond the capacity of the resources or staff of Territory Generation; or
- (b) the type of work or specialisation required is beyond the capacity of the resources or staff of Territory Generation; and
- (c) the security of employment of employees engaged in Territory Generation will not be impaired by the use of contractors. In particular, Territory Generation does not intend to utilise contractors to reduce its commitment to training of ongoing employees or to reduce, or merely to avoid increases in, the ongoing workforce.

### 25.3 Prior notice of Contractor use

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

### 25.4 Training

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

### 25.5 Contractor Documents and Requirements

- (a) A standard contract provision will require all contractors and their employees to comply with:
  - (i) all relevant safety, workers' compensation, superannuation and workplace relations legislation and applicable statutory instruments (ie: statutory agreement or award(s));
  - (ii) safe working practices including PPE and test equipment equivalent to that used by Territory Generation employees;
  - (iii) relevant training requirements;

- (iv) all relevant licensing and registration requirements;
  - (v) all relevant Codes of Practice and Standards established or promulgated by the appropriate industry regulator or standard setting entity including those prescribed under relevant legislation; and
  - (vi) all occupational health and safety, workers' compensation and quality assurance standards as set out in the contract, including reporting on compliance at intervals prescribed in the contract.
- (b) Sanctions will be prescribed in contracts for breaches of these obligations, noting that in the case of serious and ongoing breaches the contract should be terminated.

#### 25.6 Definitions

- (a) Generation activities means operations and routine maintenance work (other than major overhauls) currently performed by employees on the following power station plant, directly associated with the generation of electricity:
- (i) Boilers;
  - (ii) Turbo Generations;
  - (iii) Unit Auxiliary Plant; and
  - (iv) Chemical Plant.
- (b) This definition does not include any work or operations, which have been acquired prior to the commencement of this Agreement.

#### 25.7 Consultation

- (a) Contractors of many types will continue to be a normal part of Territory Generation 's operations as has been the case for many years.
- (b) As Territory Generation evolves and responds to the competitive electricity market, the pressures to operate in a commercially sound and economically sustainable manner will continue to determine the way Territory Generation conducts its business.
- (c) Territory Generation will discuss the use of contractors and outsourcing arrangements with the relevant section of the workforce and union delegates as part of a structured work unit and work planning process.
- (d) The intent of consultation is to ensure:
- (i) more effective use of in house skills and resources;
  - (ii) improved quality of contract work;
  - (iii) safety whilst performing the contract work;
  - (iv) work performance;
  - (v) asset maintenance;
  - (vi) more direct employee involvement in the coordination and management of contractors or developers; and
  - (vii) improvement in job security and/or career development opportunities for employees.
- (e) The consultation will occur within work units and will provide employees and union delegates with a formal mechanism in which they can discuss matters arising from work performance under a particular contract or contractor with a view to ensuring compliance with this Agreement.
- (f) Consultation on the use of contractors will be a regular agenda item of weekly, fortnightly or monthly (whichever is appropriate) workplace meetings and will be included as part of the GCC process with quarterly reviews on the use of contractors in conjunction with a rolling 12 month forward works program.

#### 25.8 Contract Compliance and Supervision

- (a) Territory Generation will develop appropriate contract management skills within PWC to assist in the adherence to the relevant standards including statutory and contractual requirements for those employees directly responsible for the:

- (i) management of work performed by contractors;
  - (ii) monitoring of compliance by contractors with the matters specified in sub-clause 25.5(a)(i);
  - (iii) monitoring of compliance by contractors with safety obligations;
  - (iv) safety inspections;
  - (v) coordination of work performed by contractors; or
  - (vi) acceptance of work performed by contractors or developers.
- (b) A similar approach will be taken in relation to the standards specified for developers and others involved in either extensions of the current network, major projects or asset enhancements.
- (c) Hazards will be identified and managed in accordance with applicable legislation and Territory Generation procedures, including involvement of appropriate internal (and, where necessary, external) parties as set out in relevant procedures.

## **26 Probation**

New employees will be subject to a 6 month probationary period, with the option for Territory Generation to extend this period by a further 6 months.

## **27 Termination**

### **27.1 Notice of Termination by the CEO**

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

### **27.2 Notice of Termination by Employee**

- (a) In order to terminate his or her employment with Territory Generation, an employee will give the following notice in accordance with his or her years of continuous service:
- |   |             |
|---|-------------|
| (i) Not more than 1 year                          | 1 week;     |
| (ii) More than 1 year but not more than 3 years   | 2 weeks;    |
| (iii) More than 3 years but not more than 5 years | 3 weeks; or |
| (iv) More than 5 years                            | 4 weeks.    |
- (b) Subject to paragraph (c) below, if an employee leaves without giving and working out the required notice, the employee forfeits an amount equal to the salary for the period not worked.
- (c) Where agreement is reached with Territory Generation for the employee to give shorter notice than the period specified in paragraph (a), the agreement will be recorded in writing by Territory Generation and the employee will not forfeit any salary.

27.3 Territory Generation will provide a statement of service if requested by the employee.

27.4 Abandonment of Employment.

An employee absent from duty without permission for a continuous period of five (5) working days is considered to have abandoned his or her employment and the following process will apply:

- (a) the CEO will notify the employee in writing that unless the employee returns to work within a further ten (10) working days of the date of the notice, the employee's employment with Territory Generation will be terminated; and
- (b) if the employee fails to return to work, or to respond to the notice providing a valid reason for his or her continuing absence, within the period specified in paragraph (a) above, the employee will be terminated.

**28 Omitted**

**29 Medicals**

29.1 An employee may request a job specific periodic medical at Territory Generation's expense every two (2) years from the date of commencement.

29.2 Should the periodic medical indicate a job related medical condition, the employee will advise Territory Generation of the condition so that measures can be agreed upon to address the matter.

29.3 The introduction of periodic medicals is not intended to replace the use of regular testing for eye sight, hearing or other regular specific medical tests associated with particular jobs or roles within Territory Generation.

**30 Training and Development**

30.1 Territory Generation acknowledges the important contribution of training as a continuous improvement strategy resulting in greater efficiencies and enhanced capability and career opportunities for employees.

30.2 Training and development opportunities will be:

- (a) planned and budgeted for;
- (b) relevant to the stated outcomes in Territory Generation's Statement of Corporate Intent and Work Unit Plans; and
- (c) subject to operational requirements.

30.3 Planning for training and development opportunities is a shared responsibility between Territory Generation managers and employees, with relevant training and development needs identified, agreed and approved during the annual performance achievement process.

**31 Timesheet Recording**

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

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

## **32 Corporate Safety Initiative**

- 32.1 Territory Generation is committed to encouraging proactive and positive safety behaviours at an individual and corporate level. In recognition that such initiatives lead to positive safety outcomes the following safety initiative bonuses will apply:
- (a) \$500 annual individual safety initiative bonus (provided under clause 46.5) based on an employee's successful achievement against individual safety targets agreed during the performance management achievement process; and
  - (b) \$500 annual corporate safety initiative bonus based on Territory Generation's collective achievement against corporate set safety (lead and lag) targets
- Note: Eligibility for the corporate safety initiative is conditional on the employees successful participation and successful achievement of the agreed individual safety bonus element of the Safety Initiative.
- 32.2 The bonuses will be paid to eligible employees on the pay day of the first pay period commencing on or after 9 August.
- 32.3 Further detail relating to the individual and corporate safety bonuses (including safety targets) and timeframes for implementation are set out in **Attachment 5**.

## **33 Fitness for Work**

- 33.1 Significant changes to the fitness for work procedures will be undertaken in consultation with employees and their representatives through the GCC.
- 33.2 The fitness for work procedure will incorporate the following agreed principles:
- (a) rehabilitative focus including the facilitation of medical and other assistance;
  - (b) compliance with privacy principles;
  - (c) provision of education and training in relation to both the procedure itself and the matters that it seeks to address;
  - (d) referral to mechanisms for recording/reporting and monitoring of incidents and outcomes and the fair, rigorous, consistent and transparent application of procedure/s;
  - (e) alcohol or other drug related impairments will be treated like any other impairment; and
  - (f) generally, impairment should not affect job security or employment conditions.

## **34 Work Organisation**

- 34.1 Employees must work flexibly to suit changing work needs. To ensure effective and efficient operations:
- (a) Territory Generation may direct employees to undertake all work within their remuneration level skills, training competence and development, including work within their skills and competence that is incidental or peripheral to their main tasks or functions, provided that such duties are not designed to promote deskilling, nor used to victimise the employee; and
  - (b) employees will use such tools and equipment as may be required provided that the employee is trained and competent (and holds any requisite authorisations) in the use of such tools and equipment.
- 34.2 Territory Generation will consult with the GCC in respect of proposed substantial change to production, program, organisation, structure, or technology that is likely to have a significant effect on employees.
- 34.3 Prior to a final decision being taken to outsource a function or service currently being performed by employees, Territory Generation will consult with the affected employees and their union in accordance with clause 17 (Introduction and Management of Change).

### **35 Remote Localities**

- 35.1 Subject to sub-clauses 35.2 and 35.3 below, the terms and conditions set out in the following instruments, as varied from time to time, apply to Territory Generation employees residing in remote localities:
- (a) By-laws 42 (General), 43 (Fares Out) and 44 (Allowance for Freight on Household Goods);
  - (b) Determination Number 2 of 2003 (Remote Locality Provisions);
  - (c) Determination Number 1043 of 2013 (Satellite TV or Internet Service Reimbursement).
- 35.2 A 100% rental concession will apply to all employees residing in Territory Generation supplied accommodation in a remote locality.
- 35.3 For the purposes of By-law 44(4) the following freight allowance weight limits apply:
- (a) employees without dependents – 15 kilograms per week (or an aggregate of 60 kilograms per calendar month);
  - (b) employees with one dependent – 29 kilograms per week (or an aggregate of 116 kilograms per calendar month); and
  - (c) employees with more than one dependent – 39 kilograms per week (or an aggregate of 156 kilograms per calendar month).
- 35.4 An electricity subsidy will apply to employees stationed in remote localities as follows:
- (a) An employee residing in a dwelling fitted with a dedicated electricity metering device, and who is required to meet the cost of any charges associated with the provision of electricity to that dwelling, is entitled to an electricity subsidy based upon the relevant category of remoteness, in accordance with the rate specified in **Attachment 2**.
  - (b) The electricity subsidy will be increased to a dependent/after-hours rate specified in **Attachment 2** where an employee satisfies the criteria in paragraph (c).
  - (c) The electricity subsidy for the dependent/after-hours rate is payable only where the employee:
    - (i) has recognised dependents, being an employee's spouse, or children under the age of 18, who:
      - (A) reside with the employee;
      - (B) are not eligible for assistance with electricity costs from any other source; and
      - (C) are not in receipt of income exceeding the NTPS weekly minimum adult wage as determined by the CPE; or
    - (ii) is a shift worker, or regularly required to be available for after-hours duty such as call outs, the frequency of which are such that the employee is regularly required to seek rest during daylight hours.
- 35.5 The electricity subsidy will be paid fortnightly in addition to salary and will count as salary for the purpose of taxation and superannuation.
- (a) The electricity subsidy will not be paid during periods of leave without pay which do not count as service.
  - (b) The electricity subsidy will be paid to part-time employees on a pro-rata basis.
  - (c) Only one subsidy is payable per dwelling.

### **36 Laundry Facilities**

- 36.1 Territory Generation will establish appropriate laundry facilities at its major industrial sites to provide for the laundering of heavily soiled PPE.
- 36.2 Employees using these facilities will do so in their own time.

## **37 Union Related Matters**

### **37.1 Union Representation**

- (a) Territory Generation recognises the:
  - (i) contributory role of unions in helping to facilitate co-operative and harmonious workplace relations; and
  - (ii) legitimate right of unions to represent those employees who are members, or eligible to become members.
- (b) An employee formally elected as a union delegate in Territory Generation will, upon notification to the CEO by the union, be recognised as an accredited representative of the union. Subject to the prior approval of the CEO, an accredited union delegate will be allowed reasonable time during working hours to:
  - (i) represent members at work;
  - (ii) consult with members or employees eligible to become members, collectively and individually, on employment matters affecting employees; and
  - (iii) attend employee induction sessions.
- (c) In addition, in recognition of the change management agenda within Territory Generation, and the communication and feedback role that accredited union delegates play in relation to this, subject to the prior approval of the CEO, an accredited union delegate will be allowed reasonable time during working hours to facilitate communications and meetings with union officials and/or members on agreement related matters, including quarterly accredited union delegate meetings.

### **37.2 Union Training Leave**

- (a) For the purpose of assisting employees to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO will, subject to the provisions of this clause, provide an employee who is an accredited union delegate or nominated employee representative with up to five (5) days' paid leave per annum to attend union training courses conducted by the union or approved by the union.
- (b) The approval for an employee to attend a training course will be subject to operational requirements.
- (c) An employee seeking to take training leave under this clause must:
  - (i) unless agreed by the CEO, have completed at least twelve (12) months' continuous service prior to taking training leave; and
  - (ii) have been nominated by the union to attend the course for which the training leave is sought.
- (d) The employee will only be paid for the period of training leave if:
  - (i) he or she provides evidence satisfactory to the CEO of his or her attendance at the course for which training leave was sought; and
  - (ii) unless agreed by the CEO, the CEO has received not less than four (4) weeks' written notice of nomination from the union, setting out the time, dates and content of the course.
- (e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.
- (f) Leave granted under this clause will count as service for all purposes.

### **37.3 Communications**

Territory Generation will provide reasonable access to:

- (a) notice boards to assist unions in displaying notices that are relevant to employment and/or union matters; and
- (b) communication facilities, including videoconference and rooms for the purpose of meetings.

37.4 Territory Generation will provide facilities for the deduction and remittance of union fees for employees who request in writing to have such fees deducted from their salary.



## **PART D - RATES OF PAY AND RELATED MATTERS**

### **38 Rates of Pay**

38.1 Salary rates and structures are shown in **Attachment 1**.

### **39 Adjustments in Salaries and Allowances**

39.1 The salary rates and structures in **Attachment 1** reflect the following salary increases to be paid under this Agreement:

- (a) 3% effective from 16 July 2015;
- (b) 3% from the first full pay period commencing on or after 16 July 2016; and
- (c) 3% from the first full pay period commencing on or after 16 July 2017;

39.2 The First Aid (as it applies to nominated first aid officers not in receipt of the Consolidated Disability allowance), Tool and Overtime Meal allowances will be adjusted annually in accordance with sub-clause 39.1.

39.3 The Motor Vehicle; Relocation; Accommodation in conjunction with fares out; Travelling; Hardship; and Professional Development allowances; and the Remote Employee Electricity Subsidy; will be adjusted with effect from 1 January each year, in accordance with the annual Darwin Consumer Price Index as recorded by the Australian Bureau of Statistics for the previous September quarter. The CPI will give effect to any subsequent annual adjustments required under the Agreement through a determination.

39.4 The Dual Trade Market, Availability, Extra Duty, Team Leader, Consolidated Disability, and Pre-eminent Professional allowances are expressed as a percentage of salary and therefore do not require adjustment.

39.5 The Damaged Clothes and Tools, Industry Specific Skills, and Northern Territory allowances, along with any bonuses payable under this Agreement, are not adjustable.

### **40 Payment of Salaries and Allowances**

40.1 Unless otherwise stated, salaries and allowances will be paid fortnightly by electronic funds transfer into a bank, building society or credit union account nominated by the employee.

40.2 Where, as a result of short notice, electronic payment of daily travel allowance cannot be arranged prior to departure, provision for a cash advance will be available.

40.3 Electronic pay data in lieu of paper pay slips will be maintained across Territory Generation where possible.

### **41 Omitted**

### **42 Annualised Salaries**

42.1 A Determination will provide for the annualisation of salaries for Operators employed at Channel Island Power Station and Ron Goodin Power Station.

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

43.1 Technical Coordinators assist in ensuring Territory Generation's strategic objectives are realised at the operational level.

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

- 43.3 An additional hours component equating to approximately 265 hours per annum is rolled into the base salary of Technical Coordinators, on the following basis:
- (a) Territory Generation expects Technical Coordinators to embrace leadership capability and development initiatives comprising part of Territory Generation's continuous improvement program which are designed to assist employees to operate more strategically, proactively and efficiently in the performance of their role through changes to work method and output.
  - (b) The rolled up component represents a reasonable outer limit of annual additional hours that Technical Coordinators may be expected to perform, and within which they should be able to effectively carry out the requirements of their role.
  - (c) The rolled up component is paid in lieu of overtime (clause 71), call out (clause 72), Extra Duty Allowance (clause 53) or annualised salary payments that Technical Coordinators would otherwise be entitled to under this Agreement.
- 43.4 Technical Coordinators who are required to participate in a call out roster will be entitled to the Availability Allowance specified under clause 51.
- 43.5 In the event that a Technical Coordinator experiences a significant change in work load or hours of work that is inconsistent with the principles stated in sub-clause 43.3, the process specified for resolving the matter as specified in sub-clause 9.5 will apply.

#### **44 Operator/Maintainer Classification**

- 44.1 Where Territory Generation requires employees within Katherine, Tennant Creek and Yulara to hold and use both maintenance and operations skills on a regular basis, they will be transferred to an Operator/Maintainer classification and paid at the rate as set out in **Attachment 1**.
- 44.2 During the period of this Agreement, the benefits and practicalities of introducing the Operator Maintainer classification at other sites may be explored in consultation with employees and/or their representatives. Where there is employee agreement to transfer to this classification and additional skills are required appropriate training will be provided.

#### **45 Pay Progression**

- 45.1 Automatic annual pay point progressions do not apply in Territory Generation.
- 45.2 Eligibility for pay point progression within the relevant classification is conditional on the successful completion of both Part A and Part B as detailed in clause 46.3 and 46.4.  
*(Note: Pay progressions for Trade Technical, Operator and Operator/Maintainer streams are subject 46.10.)*
- 45.3 In addition to meeting the requirements for a pay progression under Territory Generation's performance achievement system, a pay progression for Trainees and Undergraduates is conditional on satisfactory completion of the requirements of their course of study.
- 45.4 Progression to a higher classification level within the stream or in a new stream is based on an employee's successful application for a vacant position, as assessed through the merit selection recruitment process.

#### **46 Performance Achievement**

- 46.1 The performance achievement system (under which the MyPlan for Learning process operates) applies to all employees and consists of two parts as detailed in sub-clauses 46.3 and 46.4.
- 46.2 The following process should be utilized to facilitate pay progressions:
- (a) the employee's MyPlan for Learning will be developed for a twelve (12) month period and for trade technical and Operators will outline the competencies required for the employee to progress through the job model over that period;

- (b) the MyPlan for Learning should be developed in line with the MyPlan cycle and will be reviewed every six (6) months;
- (c) changes to an employee's MyPlan for Learning will be agreed between the employee and the manager responsible for authorising the training;
- (d) on meeting the progression requirements, the employee will be entitled to a pay progression.

46.3 Part A is mandatory and includes the following elements:

- (a) individual operational outcomes (or team operational outcomes in the case of Trade Technical and Operator employees);
- (b) individual behavioural outcomes;
- (c) corporate training awareness requirements; and
- (d) individual Safety Bonus eligibility requirements.

46.4 Part B is optional and includes either:

- (a) priority outcomes (focusing on extra achievement by an individual, in addition to the general requirements of the role) for all employees except, Trade Technical and Operator employees who are yet to complete all relevant Job Models; or
- (b) job Model learning and application outcomes for Trade Technical and Operator employees (other than those who have completed all relevant Job Models and to whom paragraph (a) therefore applies); or
- (c) a competency based training framework or capability framework that has been developed in consultation with the employees to whom that framework applies (other than those who have completed all the relevant competency based training framework or capability framework and to whom paragraph (a) therefore applies).

46.5 Individual Safety Bonus:

- (a) Employees who are assessed as successfully demonstrating all the requirements of sub-clause 46.3(d) are entitled to a \$500 Individual Safety Bonus provided they have been assessed as successfully demonstrating the requirements of sub-clauses 46.3(a) to 46.3(c).

*Note: Employees who receive the Individual Safety Bonus under sub-clause 46.5(a) are then considered eligible for the Corporate Safety Bonus under clause 32.*

46.6 Administrative and Corporate Services Bonus:

- (a) The Administrative and Corporate Services Bonus (the "ACS Supplementary Bonus") is in recognition of the sustained high performance of employees in the Administrative and Corporate Services Officer classification stream in delivering a support services function necessary to ensure the delivery of Territory Generation's improvement program carried out by operational employees with relevant industry specific skills.
- (b) Employees in the Administrative and Corporate Services Officer classification stream who are assessed as successfully demonstrating all the requirements of sub-clause 46.3 are entitled to a \$500 ACS Supplementary Bonus.

46.7 Pay point Progression

- (a) An employee who successfully completes the requirements under sub-clause 46.3 (Part A) and sub-clause 46.4 (Part B) shall be entitled to a pay point progression.

46.8 Top of Band Bonus

- (a) An employee who is already at the top increment of the designation in which they are employed; and who is assessed as successfully completing the requirements under

sub-clause 46.3 (Part A) and sub-clause 46.4 (Part B) shall be entitled to a top of band bonus as follows:

- (i) \$1,750 for salary levels up to and including the Band 1 maximum;
- (ii) \$2,250 for salary levels greater than the Band 1 maximum up to and including the Band 2 maximum
- (iii) \$2,750 for salary levels greater than the Band 2 maximum up to and including the Band 3 maximum; and
- (iv) \$3,250 for salary levels greater than the Band 3 maximum

46.9 Subject to 46.10, annual pay progressions under sub-clause 46.7 will apply from the first pay period commencing on or after 1 August of the year of assessment.

46.10 Pay progressions for Trade Technical and Operator streams are competency based as defined in the Job Model Guidelines and may commence at any time after the competency is achieved in the year of assessment. Pay progressions will be limited to one per year.

46.11 Top of band bonus under sub-clause 46.8, Individual Safety Bonus under sub-clause 46.5 or the ACS Supplementary Bonus under sub-clause 46.6 will apply from the first pay period commencing on or after 1 August of the year of assessment.

#### **47 Salary Sacrifice for Employer Superannuation**

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

- (a) an employee who currently contributes to the Commonwealth Superannuation Scheme is not able to salary sacrifice into that scheme but can salary sacrifice into a complying superannuation fund;
- (b) an employee who currently contributes 6% to Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) may salary sacrifice into the NTGPASS or another complying superannuation fund;
- (c) an employee who currently has his/her employer superannuation guarantee contributions paid to a 'Choice of Fund' (employed after 10 August 1999) may salary sacrifice into that 'Choice of Fund' or other complying superannuation fund;
- (d) while there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions will be assessed against the Commonwealth concessional contribution cap relevant to their age;
- (e) the arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly;
- (f) the arrangement does not operate to reduce employer superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements;
- (g) when an employee who is a member of the Commonwealth Superannuation Scheme or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes shall remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

#### **48 Salary Sacrifice Packaging**

48.1 Under this Agreement an employee may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Australian Taxation Office (ATO) or other relevant authority.

These salary sacrifice packaging arrangements meet the full obligations of the employer in relation to salary payments required under this Agreement. Under the arrangement the following conditions will apply:

- (a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;
- (b) an employee employed on a fixed period basis for less than 12 months may only have access to salary sacrifice packaging with the approval of the CEO;
- (c) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes will be met by the employee;
- (d) an employee shall meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;
- (e) an employee's salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and
- (f) an employee will provide evidence of having obtained or waived his/her right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

## **PART E - ALLOWANCES AND SPECIAL RATES**

### **49 Industry Specific Skills Allowance**

- 49.1 Territory Generation requires the services of employees with relevant industry specific skills in order to achieve its strategic vision.
- 49.2 To ensure that Territory Generation has the ability to attract and retain employees with relevant industry specific skills and to recognise the importance of skills and knowledge transfer by tradespeople to apprentices and other less experienced Technical employees, an industry specific skills allowance will apply to employees within the Science and Engineering Professional, Technical Coordinator, Technical Specialist, Operator and Trade Technical classification streams at the rates specified in **Attachment 2**.
- 49.3 An existing Territory Generation employee transferring from a Trade Assistant position to an apprenticeship will continue to be paid at the Trade Assistant rate.
- 49.4 Graduate Science and Engineering Professionals will become eligible for the Band 2 allowance on and from their completion of the graduate program.
- 49.5 For the avoidance of doubt, the allowance is not payable to Trainee Technical or Undergraduate employees.
- 49.6 Eligible casual and part-time employees will be paid the allowance on a pro-rata basis.
- 49.7 The allowance will count as salary for all purposes.

### **50 Dual Trade Market Allowance**

- 50.1 The parties agree that the terms of Determination Number 1087 of 2008 providing for a dual trade market allowance for employee's stationed in a power station with a generating capacity greater than 8 Megawatts, and performing the duties of a Technical Specialist or Instrument Tradesman, will continue to operate for the duration of this Agreement.
- 50.2 The allowance will count as salary for all purposes.

### **51 Availability Allowance**

- 51.1 Subject to sub-clause 51.2, any employee who is:
- (a) rostered for call out to work outside of the span of hours; or
  - (b) not rostered for call out, but agrees upon request to be available for call out due to Territory Generation's particular operational requirements on a given day,
- will receive a daily allowance equivalent to 25.5% of the PWC Band 2.3 weekly salary rate calculated at a daily rate (over 7 days) as outlined in Attachment 2.
- 51.2 Sub-clause 51.1 does not apply to employees in receipt of the call out component of the Extra Duty Allowance, or on an annualised salary arrangement.
- 51.3 An employee who is required to be available for call out on a public holiday is entitled to one day's recreation leave credit, or in the case of an employee with an accrued recreation leave credit equal to or exceeding 2 years' worth of recreation leave entitlements, one additional day's ordinary pay.

### **52 Consolidated Disability Allowance**

- 52.1 The following allowances formerly provided under the Northern Territory Power and Water Corporation Employees Award 2002 no longer apply and are not payable to employees in the Trade Technical, Operator or Technical Specialist stream as they have been absorbed into salary rates or the consolidated disability allowance:
- (a) Distribution Allowance;

- (b) First Aid Allowance;
- (c) Forklift Allowance;
- (d) Industry Allowance;
- (e) Leading Hand;
- (f) Linesman's Allowance;
- (g) Live Line Allowance;
- (h) Mechanical Equipment Operators Allowance;
- (i) Power House Allowance;
- (j) Special rates - dirty work, wet work, work inside oil tanks, work on outside of oil tanks, height money, insulation work, confined spaces, boiler cleaning, refractory bricklayer allowance, toxic substances, but not including asbestos allowance;
- (k) Tradesman in Charge;
- (l) Training Supervisory and Coordinating Payments; and
- (m) Transport Allowances.

- 52.2 A Trade Technical or Operator employee exposed to extreme heat, height or dirty work, wet work or work in restricted and confined spaces or other conditions and circumstances of a like nature, will be paid a fortnightly consolidated disability allowance equivalent to 6% of the Territory Generation Band 2.3 fortnightly salary rate.
- 52.3 Employees in the Technical Specialist stream working in the conditions described in clause 52.2 will also be paid the consolidated disability allowance on an intermittent or as incurred basis where they meet the criteria for payment for the majority of time in a given pay period.
- 52.4 The allowance will count as salary for all purposes.

### **53 Extra Duty Allowance**

- 53.1 In light of the operational nature of their role and the peaks and troughs in workload commonly experienced throughout the year, an annual Extra Duty Allowance (EDA), payable in equal fortnightly instalments, is available to Technical Specialists and Science and Engineering Professionals in accordance with this clause in recognition of any requirement to:

- (a) work reasonable additional hours (the "additional hours" component); and/or
- (b) remain available to return to duty (the "call out" component).

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

- 53.3 The additional hours component is based on a percentage of the employee's nominal salary, and is payable as follows:

- |  |     |
|--|-----|
| (a) Category A - Around 50 additional hours per annum  | 4%  |
| (b) Category B - Around 100 additional hours per annum | 8%  |
| (c) Category C - Around 150 additional hours per annum | 12% |
| (d) Category D - Around 200 additional hours per annum | 18% |
| (e) Category E - Around 250 additional hours per annum | 24% |
| (f) Category F - Around 300 additional hours per annum | 30% |

- 53.4 In special cases the CEO may determine a further additional hours component to that stated in sub-clause 53.3(f), which will not count as salary for any purpose.

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

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

- |     |   |     |
|-----|---|-----|
| (a) | Participation in the call out roster on a 1 in 4 or less (or 2nd on call) basis | 6%  |
| (b) | Participation in the call out roster on a 1 in 3 basis                          | 8%  |
| (c) | Participation in the call out roster on a 1 in 2 basis                          | 12% |
- 53.7 Subject to any relevant governing legislation and sub-clause 53.4, the additional hours component and the call out component of the EDA will count as salary for the following purposes:
- (a) superannuation;
  - (b) workers compensation purposes;
  - (c) recreation leave and personal leave that accrued after 1 January 2002; and
  - (d) long service leave that accrued after 1 January 2004.
- 53.8 The EDA period runs from 1 January each year. The record of additional hours is 'zero balanced' or 'reset' on that date, with no carry over from the previous year.
- 53.9 The actual performance of additional hours and participation in the call out roster will be monitored against the applicable level of EDA on a quarterly basis to ensure that these are tracking in accordance with the annual forecast. Where the actual performance of work is not sufficiently aligned to the annual forecast, corrective action will be agreed between the employee and manager to amend the approved entitlement, address demand for extra duty or provide access to time off in lieu.
- 53.10 Both initial requests and subsequent requests for review of EDA will require the approval of the CEO. In relation to the annual review process, relevant Managers are required to submit supporting information regarding the proposed utilisation of EDA within their work group for the following year, by 1 December of the current year to:
- (a) identify eligible individuals;
  - (b) specify proposed levels of extra duty allowance for each individual; and
  - (c) include details of the actual performance of additional hours and call out for the current EDA year for each individual, in support of the levels proposed for the following year.

## **54 Higher Duties Allowance**

- 54.1 To receive higher duties allowance an employee must perform the normal range of duties in the higher level job for a minimum of 5 working days.
- 54.2 The rate of pay will be the minimum rate set for the higher level job, unless that rate is lower than or equal to the salary received by the employee in his/her nominal position, in which case the employee will be paid at the salary level that first constitutes an increase in salary compared with the employee's nominal position.
- 54.3 Payment of higher duties allowance will be from the date of commencement of the five (5) day period until the employee ceases to perform the normal range of duties.
- 54.4 An employee acting in an Executive Contract position will receive payment in accordance with whichever of the following options constitutes the greatest benefit to the employee:
- (a) at the pay level within the following classifications that first constitutes an increase compared with the remuneration received by the employee in his or her nominal position:
    - (i) the NTPS Senior Administrative Officer or Executive Officer level in the case of an employee acting in an Executive Contract Manager position; or
    - (ii) the NTPS Executive Officer level in the case of an employee acting in an Executive Contract officer position; or
  - (b) at a level that constitutes a 5% increase compared with the remuneration received by the employee in his or her nominal position.



54.5 For the purposes of this clause, remuneration means salary plus any allowances or bonuses to which the employee is entitled under this Agreement.

## **55 Professional Development Allowance**

55.1 The CEO may, subject to this clause, approve the reimbursement or payment of financial assistance to a Science and Engineering Professional employee to offset professional development costs.

55.2 Payment of the allowance is subject to the following qualifying periods, amounts and conditions:

- (a) The annual Professional Development Allowance entitlement year is 1 January to 31 December, and continuous service is determined as at 1 January each year;
- (b) 1 year up to 5 years continuous service as at 1 January 2015 - up to \$570 per annum;  
or
- (c) 5 years or more continuous service as at 1 January 2015 - up to \$1254 per annum;
- (d) the allowance amounts outlined in 55.2(b) and 55.2(c) will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index with effect from 1 January each year;
- (e) An employee can only make (1) claim per Professional Development Allowance entitlement year up to his or her maximum annual Professional Development Allowance entitlement.
- (f) reimbursement can be made at any time during the financial year where the employee has reached his or her maximum Professional Development Allowance entitlement on production of sufficient evidence to substantiate the employee's professional development costs;
- (g) reimbursement will be in the form of a lump sum;
- (h) the allowance will not count as salary for any purpose;
- (i) the allowance will apply to part time employees on a pro rata basis based upon their contracted hours of employment;
- (j) an advance payment of the allowance may be approved at the employee's request in circumstances where the employee is required to meet substantial costs in advance for an approved professional development activity, e.g. an interstate conference;
- (k) as part of the performance planning and review process, an employee and his/her manager may agree to forward plan a professional development activity that may incorporate more than one year's allowance, e.g. an overseas conference;
- (l) the production of sufficient evidence by the employee substantiating professional development costs and activity/activities incurred, or to be incurred by him/her, and providing evidence that the employee attended the activity/activities.

55.3 The allowance is payable for the following professional development activities:

- (a) fees for professional courses, tuition, conferences or similar;
- (b) fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in Territory Generation;
- (c) subscriptions to technical / business publications;
- (d) the purchase of technical books; and
- (e) air travel to conferences (up to 50% of the allowance).

55.4 The Professional Development Allowance is not paid as a substitute for Territory Generation developmental programs.

## **56 Pre-eminent Professional Allowance**

- 56.1 The CEO may grant a Science and Engineering Professional positioned at the top of Band 4 the status of "Pre-eminent Professional" for a period of one (1) year, having regard to the guidelines for Pre-eminent professional status.
- 56.2 An employee granted the allowance will be paid an amount equivalent to the rate of 10% of his or her nominal salary, on a lump sum basis.

## **57 Omitted**

## **58 Relocation Allowance**

- 58.1 Where on employment, promotion or transfer, it is necessary for an employee to move from one location to another to take up duty and the reasonable cost of so moving is at the expense of Territory Generation, the employee may be paid a relocation allowance to assist with his or her immediate accommodation needs.
- 58.2 The rate of relocation allowance will be as set out in **Attachment 2** for:
- (a) an employee only; and
  - (b) an employee with a resident family unit.
- 58.3 For the purpose of this allowance, the resident family unit rate is applicable where the employee's spouse, children or any other person who resided with the employee as part of the employee's family unit prior to relocation, accompanied the employee upon relocation and for whom the cost of that relocation was met by Territory Generation.
- 58.4 Where an employee is provided with accommodation, Territory Generation may approve payment of a relocation allowance of a once only payment of one fortnight's allowance, irrespective of whether an accommodation cost is incurred.
- 58.5 Where an employee is not provided with accommodation Territory Generation may approve payment of a relocation allowance for a period of up to:
- (a) six (6) fortnights; or
  - (b) ten (10) fortnights in the case of a relocation to Katherine or Alice Springs, if it assists with recruitment and retention in these locations.

## **59 Relocation Expenses - Employment or Transfer**

- 59.1 Where on appointment, promotion, transfer, secondment, redeployment, or as a result of an inability process it is necessary for an employee to move from one location to another to take up duty, Territory Generation may, having regard to all relevant circumstances of the appointment, authorise payment to an approved carrier of:
- (a) an amount equal to the cost of conveyance of the person, immediate family members (if any) and reasonable household furniture and effects; or
  - (b) a lesser allowance as determined by Territory Generation to assist the person to relocate.
- 59.2 Territory Generation will not authorise payment of salary or any allowance based on salary in respect of any period of travel occurring prior to commencement of duty.
- 59.3 An employee who requests and is permitted to voluntarily transfer from one district or place to another, will have no entitlement under this clause and will bear all costs of his/her relocation.
- 59.4 An employee who is transferred as a result of any disciplinary action will pay the whole cost of transfer.
- 59.5 An employee may, with the approval of Territory Generation, arrange insurance on household furniture and effects to be removed and the cost of that insurance may form part of the amount authorised for payment under this clause.

- 59.6 The insurance in sub-clause 59.5 does not include insurance payable for:
- (a) collections or valuables; and
  - (b) motor vehicles.
- 59.7 Territory Generation will not accept any liability for loss or damage in respect of removal of items under sub-clause 59.6.
- 59.8 An employee will not be entitled to any compensation from Territory Generation for losses or damages arising from the removal, except where the removal is performed by Territory Generation, in which case compensation may be allowed under such conditions approved by the CEO.
- 59.9 Any payment made under this clause is in addition to any payment made under the Relocation Allowance.

## **60 Team Leader Allowance**

- 60.1 An employee at a salary level up to and including the Band 2 maximum may be appointed as a team leader if he or she is responsible for supervising a work team comprising:
- (a) 4 or more employees occupying the same classification level as the employee (or directly supervised contractors performing work duties equivalent to an employee occupying that classification level); or
  - (b) less than 4 employees occupying the same classification level as the employee (or directly supervised contractors performing work duties equivalent to an employee occupying that classification level), in circumstances where the team is working away from regular oversight or direction on a permanent basis, and the CEO approves the appointment.
- 60.2 Appointments as team leader are based on skill and competency to perform the task (with competencies to be drawn from leadership or management courses provided and/or endorsed by Territory Generation), and may apply to a single project or for work of a continuous nature, provided that the appointment operates for a minimum of two (2) weeks duration.
- 60.3 Team leaders will receive a fortnightly allowance equivalent to 5.6% of the Territory Generation Band 2.3 fortnightly salary rate.
- 60.4 An employee appointed as a team leader shall have the allowance paid during periods of recreation leave.

## **61 Travelling Allowance**

- 61.1 Subject to this clause, an employee will be paid a travelling allowance when he or she is travelling on duty and is required to be absent overnight from his or her base employment location.
- 61.2 The travelling allowance payable will be at the rate determined by the CPE, or where that allowance is not considered appropriate in respect of a particular travel situation, such greater or lesser allowance the CEO considers appropriate.
- 61.3 An employee will not be entitled to travelling allowance (except for the incidentals component):
- (a) where Territory Generation provides reasonable accommodation and/or meals at no cost to the employee, regardless of whether the employee utilises the Territory Generation accommodation or meals, or chooses to utilise alternative services; or
  - (b) where the employee is absent from the temporary duty locality during any period of paid or unpaid leave.
- 61.4 Where an employee is required to be absent from his or her base employment location for a period in excess of fourteen (14) days (including for the purposes of planned personal

development or job rotation), prior to the employee commencing travel, the employee and the relevant Manager may consider the type of accommodation provided and review the travel allowance payable and substitute it with an alternative amount.

## **62 Omitted**

## **63 Tool Allowance**

- 63.1 Territory Generation will provide tradespersons with all necessary power tools and specific purpose tools.
- 63.2 An employee will give a receipt for any tools provided to him/her by Territory Generation.
- 63.3 An employee will replace or pay for any tools supplied by Territory Generation which are lost as a result of negligence on the part of the employee.
- 63.4 Where Territory Generation requires a tradesperson to provide his or her own tools, the employee will be entitled to receive a tool allowance at the rate specified in **Attachment 2**.

## **64 Allowance for Damaged Clothes and Tools**

- 64.1 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, Territory Generation will reimburse the employee for purchasing replacement items having regard to the cost of the article and its expected period of serviceability. The provisions of this clause do not apply where the item is provided by Territory Generation.
- 64.2 Territory Generation will provide a suitable and secure weatherproof lockup for the purpose of storing an employee's tools. Upon the production of receipts Territory Generation will compensate an employee who has provided his or her own tools necessary for use during the course of his or her employment for the loss or damage by fire or theft on Territory Generation's premises. Such compensation will not exceed \$490.

Any employee will, if requested to do so, provide Territory Generation with a list of his or her tools used or stored on Territory Generation's premises.

## **65 Motor Vehicle Allowance**

An employee who by agreement with Territory Generation uses his or her own vehicle on Territory Generation's business will be paid an allowance at the rate specified in **Attachment 2**. This allowance will include compensation for comprehensive, third party and public liability insurance, and the employee will indemnify Territory Generation against any liability with respect to any claim brought against it for which the employee is indemnified under any such insurance.

## **66 First Aid Allowance**

- 66.1 Except for employees for whom clause 52 applies, a person holding a nationally accredited Apply First Aid (HLTFA311A) qualification or equivalent and who is appointed as a Territory Generation first aid officer, will be paid an allowance at the rate set out at **Attachment 2**. The allowance will count as salary for all purposes.
- 66.2 First aid officers will not be entitled to any payment or allowance for aid rendered outside of ordinary working hours unless they are actually on duty at the time or have been granted permission to accompany a patient to receive treatment.

## **PART F - HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME**

### **67 Hours of Work (Non-shift workers)**

67.1 The minimum full time ordinary hours of duty for all employees will be 37.5 hours a week, 75 hours per fortnight, or 150 hours over four (4) weeks.

67.2 The span of hours will be 6am - 6pm Monday to Friday.

67.3 The actual hours of attendance and the timing and taking of accumulated hours (including rostered days off and flexitime), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to Territory Generation, its customers and the workforce, and specifically ensuring that there is ordinary time cover within the span of hours, staffing levels permitting.

67.4 Staggered start and finish times may be used in the performance of ordinary hours to accommodate operational requirements and the personal needs of employees.

67.5 Rosters/coverage will be prepared in consultation with employees and agreed with individual employees within each work unit.

67.6 An employee may be required to work reasonable additional hours at any time that he or she is required.

"Additional hours" is work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours.

"Overtime" means additional hours actually worked that would attract an overtime payment as applicable clause 71 (Overtime).

67.7 Employees are expected to be available to work reasonable additional hours if required by Territory Generation. An employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the Employee working hours which are unreasonable. In determining whether additional hours or overtime are reasonable or unreasonable, the following must be taken into account:

- (a) any risk to employee health and safety from working the additional hours;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) any notice given by the CEO or delegate of any request or requirement to work the additional hours;
- (d) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (e) the needs of Territory Generation or work unit;
- (f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the level of responsibility;
- (i) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee;
- (j) any other relevant fact.

## **68 Rostered Days Off**

- 68.1 Trade Technical employees are entitled to the following RDO arrangements. The flexitime provisions of clause 69 apply to all other (non-shift work) employees.
- 68.2 Unless varied by mutual agreement to suit work scheduling or personal arrangements:
- (a) In exchange for working 8.33 hours per day, a Trade Technical employee is entitled to one RDO per fortnight, which will be rostered on a Friday; and
  - (b) If a Trade Technical employee is rostered for call out on an RDO, the employee may take the RDO on another day.
- 68.3 Wherever possible, the RDO roster should provide for the staggered taking of RDOs among workgroup members to ensure that there is ordinary time cover within the span of hours to enable continuing operations on any given Friday.
- 68.4 Up to five RDOs may be "banked" by agreement between a Trade Technical employee and Territory Generation, provided that an RDO must be used at an agreed time within three months from the date on which it was banked.
- 68.5 Where agreement cannot be reached in relation to the timing for use of banked RDOs, the RDOs will be cashed out at single time.
- 68.6 Subject to 68.7 RDOs do not accrue whilst an employee is on any form of paid or unpaid leave.
- 68.7 RDOs may accrue whilst an employee is on personal or recreation leave provided the relevant leave balance is reduced in line with 68.2(a).

## **69 Flexible Working Hours (Flexitime)**

- 69.1 Flexitime is designed to assist employees in achieving a balance between work and family life, with each flexitime arrangement specifically tailored to suit both the employee's and Territory Generation's requirements.
- 69.2 While employee requests to enter a flexitime arrangement are subject to operational requirements all reasonable attempts should be made to accommodate such requests. Where a decision is made to refuse an employee's request to enter into a flexitime arrangement, the employee must be provided with written reasons for the decision.
- 69.3 Administrative and Corporate Services, Science and Engineering Professional, Technical Coordinator and Technical Specialist employees may request to enter a flexitime arrangement subject to the following conditions:
- (a) the span of hours being 6:00 am to 6:00 pm;
  - (b) the minimum full time ordinary hours of duty being 37.5 hours a week, 75 hours per fortnight or 150 hours over four weeks;
  - (c) agreement with the direct manager that Flexitime is operationally suitable for the work unit and employee;
  - (d) agreement with the direct manager on the following:
    - (i) the hours of work;
    - (ii) the timing of taking accumulated hours (including days off); and
    - (iii) meal and work breaks; and
  - (e) review of the arrangement at any time (following consultation), based on changing operational requirements or employee performance under the arrangement.
- 69.4 Timesheets documenting hours worked towards the accrual of flexitime credits must be kept by the employee and submitted to the direct manager on a fortnightly basis for approval.
- 69.5 The actual hours of attendance and the timing and taking of accumulated hours (including days off), meal breaks and work breaks will be arranged within the relevant work group or

work area to provide optimum benefit to Territory Generation, its customers and the workforce but specifically ensuring that there is adequate coverage during standard business hours to ensure operational efficiencies and the effective delivery of services.

- 69.6 Hours worked towards the accrual of flexitime credits accrue on a time for time (ie: single time) basis.
- 69.7 Subject to sub-clauses 69.8 and 69.9, a maximum of five days worth of flexitime credits may be "banked" by agreement between an employee and Territory Generation. A banked flexitime credit must be used at an agreed time within three months from the date on which it was banked or else it is forfeited.
- 69.8 In addition to the general flexitime banking arrangements set out in sub-clause 69.7, employees with a general entitlement to 5 weeks recreation leave per annum who do not have access to sub-clause 80.4 because their role does not require the performance of overtime may, upon prior approval, accrue 5 days worth of flexitime credits for the purposes of obtaining an additional week of recreation leave per annum. The requirement to use banked flexitime credits within 3 months from the date of banking does not apply in these circumstances.
- 69.9 Upon written request, the CEO may approve banking of flexitime arrangements outside of the parameters set out in sub-clause 69.7 if he or she considers that an exception from the general rule is appropriate in the circumstances.

## **70 Work At Public Forums**

The parties acknowledge that work at public forums, expos or similar outside of normal working hours is unpaid. However, individuals may negotiate time off in lieu where appropriate, prior to the event taking place as identified in established guidelines.

## **71 Overtime**

- 71.1 For the purposes of this clause:
- (a) "day" means from midnight to midnight;
  - (b) "excess travelling time" means the difference between the usual time taken to travel to and from an employee's normal place of work, and the time taken to travel to and from a temporary place of work, where such travel is undertaken outside of ordinary time;
  - (c) "ordinary time" means the ordinary hours prescribed in clause 67 Hours of Work (Non Shift Workers) and days that an employee is usually required to work;
  - (d) "overtime" means time worked other than ordinary time; and
  - (e) "salary" means an employee's base salary plus any higher duties allowance.
- 71.2 An employee paid a salary that exceeds the Band 3 top of range, or who is in receipt of an allowance in lieu of overtime or an extra duty allowance is not eligible to be paid for overtime work.
- 71.3 Overtime work is not to be performed without prior approval being given by Territory Generation.
- 71.4 An employee will not be required to work overtime levels that:
- (a) result in the employee being unable to perform his or her duties efficiently;
  - (b) cause the employee to become a danger to him/herself or to others; or
  - (c) impact unreasonably upon the employee's personal life, including family responsibilities; or
  - (d) are inconsistent with established guidelines dealing with hours of work.

#### 71.5 Rest Period

- (a) As a general rule, employees should have a break from work ("rest period") of at least ten (10) consecutive hours (including travelling time) between the commencement / cessation of overtime worked and recommencement / cessation of work at ordinary time.
- (b) Where an employee has worked overtime to such an extent that he or she has not had a rest period as set out in paragraph (a) then the employee should not be required to commence work at ordinary time until the employee has had time off for a rest period and is not to lose any pay in relation to that time off.
- (c) All time off work as set out in paragraph (b) is with pay at ordinary time.

#### 71.6 Rate of Overtime

- (a) The appropriate rate of pay for overtime worked by an employee who is not a shift worker is:
  - (i) for work at any time from Monday to Saturday (inclusive) at the rate of single time and a half for the first two (2) hours and at double time thereafter;
  - (ii) for work at any time on a Sunday, at the rate of double time; or
  - (iii) for work on a public holiday, at the rate of double time and a half.
- (b) The appropriate rate of pay for overtime worked by an employee who is a shift worker is:
  - (i) for work at any time other than a public holiday, double time; or
  - (ii) for work at any time on a public holiday, double time and a half.
- (c) An employee required to resume or continue work without having the rest period prescribed by sub-clause 71.5, will be paid double time until released from duty or stood down.
- (d) Where overtime work extends from one day to another day and a higher rate of pay is payable in relation to one of those days, the appropriate overtime rate payable, for the minimum payment or the entire attendance, is the higher rate of pay.

#### 71.7 Minimum Payment for Telephone and Computer Alarms

- (a) Telephone calls and computer alarms (when the employee does not need to leave home to respond) will not attract the minimum payment provisions of sub-clause 71.8. Instead payment will be made at double time for a minimum of 1 and a half hours (1.5) or the actual time worked, if greater.
- (b) Subsequent calls or alarms received within the minimum period of payment will not attract a further minimum payment.
- (c) Telephone calls and computer alarms (when the employee does not need to leave home to respond) will not count as overtime for the purposes of entitlement to rest periods.

#### 71.8 Minimum Payment for non-continuous overtime situations

- (a) Overtime work that is not continuous with ordinary time is subject to a minimum payment of four (4) hours for each separate attendance.
- (b) Overtime work commencing prior to midnight on one day and continuing into the next day, counts as one attendance.

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

Where an employee in receipt of availability allowance or the call out component of the Extra Duty Allowance is required to work scheduled or pre-planned overtime that is not continuous with ordinary duty (call-back), the provisions of this clause will apply in relation to rest periods, rate of payment and minimum payments. In all other circumstances, the provisions of clause 72 (Call Out Arrangements) will apply.



#### 71.10 Excess Travelling Time

- (a) Subject to paragraph (b) below, an employee who is required to report for duty at a place other than his or her normal place of employment is entitled to be paid for excess travelling time at the appropriate rate in accordance with sub-clause 71.11.
- (b) An employee who receives a salary that exceeds the first pay point in Band 2 or an allowance in lieu of overtime or extra duty allowance is not entitled to claim to be paid for excess travelling time.
- (c) Payment for excess travelling time does not affect an employee's entitlement to any other allowance.

#### 71.11 Rate of Payment for Excess Travelling Time

The appropriate rate of payment for excess travelling time is:

- (a) single time if travelling at any time from Monday to Saturday (inclusive); and
- (b) single time and a half if travelling at any time on a Sunday or public holiday.

### **72 Call Out Arrangements**

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

72.2 Call out refers to a situation where an employee in receipt of availability allowance, or the call out ratio of the extra duty allowance, who is rostered to be available to return to work outside of the span of hours, is required to return to work.

72.3 The priority in all call out situations is prompt restoration of customer services in a safe and reliable manner, and to this end:

- (a) all employees participating in call out arrangements must be competent to perform the likely work requirements; and
- (b) flexible call out and response arrangements will be implemented with particular regard given to genuine safety issues and subject to maintenance of appropriate safety standards and seasonal factors.

72.4 An employee may be instructed to participate in the call out roster, but not to such an extent that:

- (a) the employee is unable to perform his or her duties efficiently;
- (b) the employee becomes a danger to him/herself or to others; or
- (c) the employee's personal circumstances, including family responsibilities, are unduly affected.

72.5 Current work practices, particularly in relation to call out crew rosters, numbers and composition, rest periods, and vehicles types and numbers need to be under constant review and reform to meet best practice standards.

#### 72.6 Rest Period

- (a) The general principle underlying the rest period is for the employee to recover and to be able to safely undertake the work at hand.
- (b) In circumstances such as particularly adverse weather, arduous work, repeated telephone calls or alarms or repeat call outs of more than four (4) hours in total, the nominated team leader in conjunction with Technical Coordinators may decide to stand down an employee or a crew, without loss of pay, for a rest break irrespective of the duration or number of call outs.
- (c) The actual hours worked during any single call out or multiple call outs between close of business and 8pm will not count towards any entitlement for a rest period.
- (d) Where the actual hours worked during any single call out or multiple call outs (cumulative) between 8pm and 1.5 hours before normal start time is three (3) hours or more, the employee will be entitled to a rest period of ten (10) hours commencing on

completion of the last job (when the employee has advised their Technical Coordinator that he or she has completed the allocated work and returned home.

- (e) Subject to sub-clause 72.4, regardless of any entitlement to a rest period, an employee who is rostered for call out must remain available for call out.

#### 72.7 Call out times and minimum payments

- (a) Subject to paragraph (d), the minimum payment for an employee in a call out situation will be two (2) hours at double time, or two (2) hours at double time and a half on a public holiday.
- (b) A call out will be treated as continuous with an earlier call out if it is received within the minimum payment period of two (2) hours and the employee has not returned home.
- (c) A call out received during the minimum payment period of two (2) hours, but after the employee has returned home will be treated as a separate call out for the purposes of the minimum payment period.
- (d) If an employee attends a call out within an hour of the agreed start time (eg: 7.30am), the call out will be deemed to be overtime and unless otherwise entitled to a rest period, the employee will commence duty at the normal time.

### **73 Relief for Regional Centres**

73.1 The parties recognise that from time to time it will be necessary to send employees to Alice Springs, Katherine, Tennant Creek and Yulara ("regional centres") to provide relief for periods of unplanned leave, planned leave and to cover recruitment action.

73.2 The parties acknowledge that to assist in such situations, early advice from the employees at the regional centre is required where operationally possible.

73.3 The process for applying for relief is as follows:

- (a) Employees from the regional centre advise their supervisor of any planned leave or periods where they expect to have less than the minimum number of staff available to cover the roster, well in advance of the relief period.
- (b) Where there is no ability to provide advance notice of a decrease in minimum numbers, employees in the regional centre must advise their supervisor as soon as they become aware of the situation.
- (c) The supervisor will then source relief staff from within Territory Generation as soon as practicable.
- (d) The supervisor will notify the relevant Manager of the work unit that a request has been received from the regional centre and keep them informed of the progress to provide relief staff.

### **74 Meal Breaks and Overtime Meal Allowances**

74.1 Employees, other than shift workers, will not be required to work for more than five (5) continuous hours without a meal break of not less than half or more than one hour.

74.2 Work performed with prior approval in excess of such a period will be paid at overtime rates until a meal break commences, except where an employee chooses to defer such a meal break and work for a period not exceeding six (6) hours continuous work, in which case no penalty payment will apply.

74.3 Overtime Meal Breaks and Allowances

- (a) There will be no meal break taken or meals supplied or payment in lieu unless the employee continues working after the time he or she becomes entitled to a meal break.
- (b) When a meal break is taken it will not be counted as time worked when calculating the entitlement to a second or subsequent meal break.

- (c) When one and a half (1.5) hours' overtime or more is worked immediately before the commencement of ordinary hours, the employee will be allowed a meal break of twenty (20) minutes which will be paid at ordinary rates and will be taken immediately before the commencement of ordinary time.
- (d) When one and a half (1.5) hours' overtime or more is to be worked immediately after ordinary hours the employee will be allowed a meal break of twenty (20) minutes which will be paid at ordinary rates and will be taken at the conclusion of ordinary hours.
- (e) Territory Generation and the employee concerned may agree to a variation of this provision to accommodate particular circumstances, but in no case will Territory Generation be required to make any payment with respect to any time allowed in excess of twenty (20) minutes.
- (f) Where an employee is required to work overtime which is not immediately before or after ordinary hours he or she will be allowed a meal break of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked.
- (g) Where an employee (other than a shift worker) is required to work overtime on a Saturday, the first prescribed meal break will if occurring between 10.00 am and 1.00 pm be paid at ordinary rates.
- (h) An employee working overtime in accordance with paragraphs (c) to (g) will be allowed a second or subsequent meal break of twenty (20) minutes without deduction of pay after each further four (4) hours of overtime worked.
- (i) An employee is entitled to be supplied a meal or paid an overtime meal allowance at the rate specified in **Attachment 2** on each occasion that the employee is entitled to a meal break in accordance with this sub-clause, except where the employee has been advised by Territory Generation at least the day before the overtime is worked, that the amount of overtime to be worked will necessarily invoke the meal break provisions of this sub-clause.

## **75 Shift Work**

75.1 For the purposes of this clause:

- (a) Day shift means any shift starting at or after 6.00 a.m. and before 10.00 a.m.
- (b) Afternoon shift means any shift starting at or after 10.00 a.m. and before 8.00 p.m.
- (c) Night shift means any shift starting at or after 8.00 p.m. and before 6.00 a.m.

75.2 The ordinary working hours of shift workers will be 37.5 per week, which can be averaged over the relevant roster cycle.

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

- (a) employees must not be rostered to work more than eight (8) shifts in any nine (9) consecutive days, or not more than five (5) shifts in any nine (9) consecutive days in the case of continuous shift workers participating in a 12 hour shift roster;
- (b) employees must have a minimum break of ten (10) hours between shifts; and
- (c) the structure of a shift-roster must not be changed without the giving of four (4) weeks prior notice, unless a lesser notice period is agreed by all affected employees.

75.4 Territory Generation may require an employee to work a different shift to his/her rostered shift. An employee's shift will not be changed by Territory Generation except by one (1) weeks' notice or upon payment of a penalty. Such penalty will be calculated at the rate of double time for all time worked for the period during which the notice of change is less than the requisite notice period.

75.5 Shift loadings apply in addition to the ordinary rate of pay at the following percentage rates:

- (a) Afternoon shift - 18.75%
- (b) Night shift - 22.5%

- 75.6 Penalty rates for Saturday, Sunday and public holiday shifts are as follows:
- (a) between midnight on Friday and midnight on Saturday - time and a half;
  - (b) between midnight on Saturday and midnight on Sunday - double time; and
  - (c) public holiday - double time and a half.
- 75.7 Penalty rates in 75.5 and 75.6 are not cumulative, with rates in 75.6 substituting 75.5.
- 75.8 Where in a cycle of shifts on a regular roster an employee is required to perform roster duty on each of the days of the week, in respect of a public holiday (or day observed in lieu thereof) which occurs on a day on which he/she is rostered off duty, the employee will be entitled to one day's recreation leave credit, or in the case of an employee with an accrued recreation leave credit equal to or exceeding 2 years' worth of recreation leave entitlements, one additional day's ordinary pay.
- 75.9 Where part of a shift falls on a Sunday or public holiday, such shift will be paid as a Sunday or public holiday shift if the majority of the shift is on any such day.
- 75.10 A shift worker, other than a casual employee, not engaged in continuous shift work, who works on a Sunday or public holiday and (except for meal breaks) immediately thereafter continues that work will, on being relieved from duty, be entitled to be absent until he/she has had ten (10) consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during that absence
- 75.11 Shift workers may be relieved from the shift roster to undertake professional development or project opportunities within the span of hours for a period of up to three (3) months duration, whilst continuing to be paid in accordance with their usual shift worker terms and conditions. For periods in excess of three (3) months, employees will be paid in accordance with the terms and conditions of this Agreement applying to non-shift workers.
- 75.12 Reasonable additional hours and overtime for shift workers will be subject to clauses 67.6 and 67.7.

## **PART G - TYPE OF LEAVE AND PUBLIC HOLIDAYS**

### **76 Public Holidays**

- 76.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 76.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).
- 76.3 An Employee will observe any day proclaimed or gazetted as a public holiday.
- 76.4 Payment for work on a public holiday is specified in clause 71 Overtime.
- 76.5 Territory Generation may require the whole or part of its business to be kept open in the public interest for the whole or part of a day observed as a holiday, and may require the attendance and services of any employee on that day.

### **77 Compassionate Leave**

- 77.1 Definitions:
- (a) "child" means birth, an adopted, step, exnuptial or adult child;
  - (b) "de facto partner" means a person who lives with the Employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the Employee;
  - (c) "immediate family" means:
    - (i) a spouse, child, parent, grandparent, grandchild, or sibling of the Employee; or
    - (ii) a child, parent, grandparent, grandchild or sibling of a spouse of the Employee.
  - (d) "spouse" includes a former spouse, de facto partner and former de facto partner.
- 77.2 Subject to sub-clause 77.5 and 77.6 (notice and evidence requirements), in the event of the death of, or serious illness or injury posing a threat to the life of, an employee's immediate family or household member, the employee is entitled to:
- (a) 3 days' paid compassionate leave on each occasion; or
  - (b) 2 days' unpaid compassionate leave in the case of a casual employee.
- 77.3 Such leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.
- 77.4 In addition to the entitlement under sub-clause 77.1, the CEO may grant:
- (a) A further two (2) days' paid compassionate leave on each occasion (in the case of non-casuals); and
  - (b) Additional unpaid compassionate leave (in the case of both casuals and non-casuals).
- 77.5 An Employee must provide the CEO with notice of the taking of leave under this clause as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
- 77.6 The CEO may require an employee to produce documentary evidence of the need for compassionate leave.

### **78 Long Service Leave**

- 78.1 Subject to the provisions below, PSEM By-law 8 (Long Service Leave), as varied from time to time, will apply to Territory Generation employees.
- 78.2 An employee is required to use a long service leave entitlement within three (3) years of:

- (a) the ten (10) year entitlement accruing;
  - (b) the eleven (11) to twenty (20) year entitlement accruing; and
  - (c) the twenty first (21) to thirty (30) year entitlement accruing.
- 78.3 An employee accessing long service leave that accrued on or before 1 January 2004, may elect to be paid a sum equivalent to the amount of extra duty allowance that the employee would have received if on duty, by:
- (a) converting such portion of his or her long service leave credit that accrued prior to 1 January 2004 as reflects the amount of extra duty allowance, and
  - (b) reducing his or her long service leave credit accordingly.
- 78.4 Only prior service with the NTPS and an NTPS apprentice employer will be recognised for the purposes of long service leave.
- 78.5 The minimum period of long service leave that an employee may be granted is seven (7) calendar days

## **79 Parental Leave**

- 79.1 Relationship with National Employment Standards
- (a) The provisions of this clause set out all entitlements in relation to parental leave.
  - (b) The provisions of this clause are to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards; the National Employment Standards will apply.
- 79.2 Definitions
- For the purposes of this clause:
- (a) "continuous service" in relation to a period of service by an employee, means a period of service with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.
  - (b) "day of placement" in relation to the adoption of a child means the earlier of the following days:
    - (i) the day on which the employee first takes custody of the child for the adoption;
    - (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
  - (c) "de facto partner" means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee.
  - (d) "eligible casual employee" means a casual employee engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of:
    - (i) at least twelve (12) months; or
    - (ii) less than twelve (12) months, provided that the employee has undertaken a previous engagement with the employer, and
      - (A) the employer terminated the previous engagement;
      - (B) there was not more than three (3) months break between the two engagements; and
      - (C) the length of the two engagements is at least twelve (12) months.
  - (e) "employee couple" means a couple who are accessing the benefits of sub-clause 79.8 both of whom are NTPS employees and have completed a minimum of twelve (12) months continuous service.
  - (f) "medical certificate" means a certificate signed by a medical practitioner.

- (g) "medical practitioner" means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (h) "parental leave" means any of the types of leave stated in sub-clause 79.3.
- (i) "primary care-giver" means an employee who has primary responsibility for the care of a child.
- (j) "spouse" includes a de facto partner, former spouse or former de facto partner.

### 79.3 Types of Parental Leave

- (a) Subject to an employee satisfying any specified qualifying requirements, the types of parental leave available under this clause are summarised in the following table:

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
79.4(a)(i)	Ordinary maternity (primary care-giver) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)
79.4(a)(ii) / 79.9	Ordinary maternity (primary care-giver) – up to 36 months (at least 1 and less than 5 years continuous service)	14 weeks (or 28 weeks at half pay)	142 weeks	156 weeks (3 years)
79.4(a)(iii) / 79.9	Ordinary maternity (primary care-giver) - 36 months - (at least 5 years continuous service)	18 weeks (or 36 weeks at half pay)	138 weeks	156 weeks (3 years)
79.5(a)(i)/ 79.5(d)/ 79.5(b)	Special maternity - pregnancy related illness - unfit for work – unpaid (No minimum service requirement, includes eligible casual)	-	As stated in medical certificate up to maximum 52 weeks	As stated in medical certificate up to maximum 52 weeks
79.5(a)(ii)/ 79.5(e)(i)/ 79.5(e)(ii)/ 79.5(b)	Special maternity - end of pregnancy - unfit for work – unpaid (No minimum service requirement, includes eligible casual)	-	As stated in medical certificate, up to maximum 52 weeks	As stated in medical certificate, up to maximum 52 weeks
79.5(a)(ii)/ 79.5(e)(iii)/ 79.5(b) / 79.9	Special maternity – end of pregnancy – unfit for work - (at least 1 and less than 5 years continuous service)	As stated in medical certificate, up to maximum 14 weeks (or 28 weeks at half pay)	As stated in medical certificate, up to maximum 38 weeks	As stated in medical certificate, up to maximum 52 weeks
79.5(a)(ii)/ 79.5(e)(iv)/ 79.5(b) / 79.9	Special maternity – end of pregnancy – unfit for work - (at least 5 years continuous service)	As stated in medical certificate, up to maximum 18 weeks (or 36 weeks at half pay)	As stated in medical certificate, up to maximum 34 weeks	As stated in medical certificate, up to maximum 52 weeks

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
79.6(a)(i)	Paternity/partner leave taken at time of birth – up to 8 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	8 weeks	8 weeks
79.6(a)(ii) / 79.9	Paternity/partner leave taken at time of birth – up to 8 weeks (at least 1 and less than 5 years continuous service)	1 week (or 2 weeks at half pay)	7 weeks	8 weeks
79.6(a)(iii) / 79.9	Paternity/partner leave taken at time of birth – up to 8 weeks (at least 5 years continuous service)	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks
79.6(b)(i)	Paternity/partner (primary care-giver) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)
79.6(b)(ii)	Paternity/partner (primary care-giver) – up to 36 months– unpaid (at least 12 months continuous service)	-	156 weeks	156 weeks (3 years)
79.7(a)	Pre-adoption leave to attend interviews prior to adoption (no minimum service requirements, includes eligible casual employees)	-	2 days	2 days
79.7(b)(i)	Adoption (primary care-giver upon initial placement of child) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks
79.7(b)(ii) / 79.9	Adoption (primary care-giver upon initial placement of child) – 36 months (at least 1 and less than 5 years continuous service)	14 weeks (or 28 weeks at half pay)	142 weeks	156 weeks (3 years)
79.7(b)(iii) / 79.9	Adoption (primary care-giver upon initial placement of child) – 36 months (at least 5 years continuous service)	18 weeks (or 36 weeks at half pay)	138 weeks	156 weeks (3 years)
79.7(c)(i)	Adoption (partner) – up to 8 weeks taken at time of initial placement– (less than 12 months continuous service, or eligible casual)	-	8 weeks	8 weeks
79.7(c)(ii) / 79.9	Adoption (partner) – up to 8 weeks taken at time of initial placement – (at least 1 year and less than 5 years continuous service)	1 week (or 2 weeks at half pay)	7 weeks	8 weeks



Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
79.7(c)(iii) / 79.9	Adoption (partner) – up to 8 weeks taken at time of initial placement – (at least 5 years continuous service)	2 weeks (or 4 weeks at half pay)	6 week	8 weeks
79.7(d)(i)	Adoption (partner) (primary care-giver) – up to 52 weeks– (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks
79.7(d)(ii)	Adoption (partner) (primary care-giver) – up to 36 months (at least 12 months of continuous service)	-	156 weeks	156 weeks (3 years)

- (b) Except where otherwise stated in this clause:
- (i) parental leave is to be available to only one parent at a time, in a single unbroken period;
  - (ii) where an employee and his or her spouse alternate as the primary care-giver:
    - (A) the stated maximum period of parental leave available to the employee will be reduced by any period of parental leave taken by the employee’s spouse, so that the combined total of parental leave taken by the employee and his or her spouse does not exceed the stated maximum period;
    - (B) the first interchange may be made at any time and subsequent interchanges will be for a period of at least 12 months, unless otherwise approved by the CEO; and
    - (C) only one employee is entitled to access paid parental leave under this clause.
- (c) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.
- (d) With the exception of eligible casual employees, as set out in sub-paragraph 79.3(e) and sub-paragraph 79.4(m) and 79.7(a), this clause does not apply to employees engaged on a casual basis.
- (e) Eligible casual employees, as identified in 79.2(d) are only entitled to access:
- (i) the unpaid parental leave entitlements set out in paragraphs / sub-paragraphs 79.4(a)(i), 79.5(a), 79.5(e)(i), 79.5(e)(ii), 79.6(a)(i), 79.6(b)(i), 79.7(a), 79.7(b)(i), 79.7(c)(i) and 79.7(d)(i); and
  - (ii) the paid no safe job entitlements as set out in sub-paragraph 79.4(j).

#### 79.4 Ordinary Maternity Leave

- (a) Subject to the requirements of this sub-clause, a pregnant employee may access any one of the following ordinary maternity leave entitlements:
- (i) up to 52 weeks unpaid leave, where the employee has less than 12 months continuous service, or a casual employee, at the time of commencing leave;
  - (ii) up to three years leave, with the first 14 weeks to be paid, provided the employee has completed at least one (1) and less than five (5) years continuous service at the time of commencing leave; or
  - (iii) up to three (3) years leave, with the first 18 weeks to be paid, provided the employee has completed five (5) or more years continuous service at the time of commencing leave.
- (b) Where an employee’s qualifying period of 12 months continuous service referred to in paragraph (a)(ii) ends within 14 weeks of the date on which the employee commenced

ordinary maternity leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.

- (c) Where an employee's qualifying period of five (5) years continuous service referred to in sub-paragraph (a)(iii) ends within 18 weeks of the date on which the employee commenced ordinary maternity leave, the first 14 weeks will be paid leave and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (d) To be entitled to ordinary maternity leave, an employee must give her CEO the following notice and evidence:
  - (i) not less than 10 weeks before the expected date of the birth, a medical certificate stating the expected date of birth;
  - (ii) not less than four (4) weeks before the intended date of commencement of leave, written notice of the date on which the employee intends to commence leave and the period of leave to be taken, along with a statutory declaration stating that the employee intends to be the child's primary care-giver at all times whilst on leave; and
  - (iii) as soon as is practicable, a copy of the child's birth certificate.
- (e) The employee will not be in breach of paragraph (d) if the failure to give the required notification and evidence is because of the birth occurring earlier than expected or any other compelling circumstance.
- (f) An employee may commence ordinary maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.
- (g) Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that she is fit to work on her normal duties.
- (h) The CEO may require the employee to start ordinary maternity leave if the employee:
  - (i) does not give the CEO the requested certificate within seven (7) days after the request; or
  - (ii) within seven (7) days after the request for the certificate, gives the CEO a medical certificate stating that the employee is unfit to work.
- (i) **Transfer to Safe Job**
  - (i) Where a pregnant employee eligible for ordinary maternity leave under sub-clause 79.4, who has already complied with the requirements of paragraph (d), provides the CEO with a medical certificate from a medical practitioner stating that the employee is fit to work, but 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 CEO must, if reasonably practicable, transfer the employee to a safe job with no other change to the employee's terms and conditions of employment for the hours that she works during the risk period.
  - (ii) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (j) **No Safe Job Leave**
  - (i) If it is not reasonably practicable to transfer the employee to an appropriate safe job, the employee is entitled to take paid no safe job leave for the risk period until the earliest of either:
    - (A) the end of the risk period stated in the medical certificate;
    - (B) the day before the employee commences ordinary maternity leave; or
    - (C) the day before the end of the pregnancy.
  - (ii) The employee is entitled to her base rate of pay for her ordinary hours of work in the risk period.

- (k) Where an employee's child dies during a period of ordinary maternity leave, the employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of sub-clause 79.14 apply.
- (l) Subject to notice and evidence requirements set out in paragraph (d), where an employee becomes pregnant whilst on a period of ordinary maternity leave, the employee can elect to commence another period of leave, up to the maximum entitlement in accordance with sub-paragraphs 79.4(a)(i), 79.4(a)(ii) or 79.4(a)(iii) from the date of the birth of the child resulting from the subsequent pregnancy.
- (m) No Safe Job Leave – Casual Employees (other than eligible casual employees)  
A casual employee who is pregnant is entitled to be transferred to a safe job as follows:
  - (i) A casual employee who has given her CEO a medical certificate from a medical practitioner stating that she is fit for work, but 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 during a stated period (the risk period), the CEO must, if reasonably practicable, transfer the employee to an appropriate safe job with no other change to the employee's terms and conditions of employment for the hours that she works during the risk period. If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
  - (ii) If there is no safe job available and the employee has complied with the evidence requirements of paragraph (m)(i), the employee is entitled to unpaid no safe job leave for the risk period.

#### 79.5 Special Maternity Leave

- (a) In addition to any paid sick leave entitlements available to an employee, subject to the requirements of this sub-clause, a pregnant employee, or eligible casual employee, who has not yet commenced ordinary maternity leave is entitled to take special maternity leave where:
  - (i) she has a pregnancy related illness; or
  - (ii) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (b) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary, provided that the maximum period of special maternity leave is 52 weeks.
- (c) The period of special maternity leave must end before the employee starts any period of ordinary maternity leave.
- (d) Special maternity leave taken by an employee under sub-paragraph (a)(i):
  - (i) will be unpaid,
  - (ii) must end before the employee starts any period of ordinary maternity leave; and
  - (iii) will not be deducted from the maximum period of ordinary maternity leave that the employee is entitled to take.
- (e) Special maternity leave taken by an employee under sub paragraph (a)(ii) will be:
  - (i) unpaid if the pregnancy ended more than 20 weeks before the expected date of the birth;
  - (ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the employee has not completed 12 months continuous service, or eligible casual employee, at the time of commencing leave; or
  - (iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the employee has completed 12 months continuous service at the time of commencing leave.

- (iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the employee has completed five (5) years continuous service at the time of commencing leave.
- (f) Where an employee's qualifying period of 12 months continuous service referred to in sub-paragraph (e)(iii) ends within 14 weeks of the date on which the employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (g) Where an employee's qualifying period of five (5) years continuous service referred to in sub-paragraph (e)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (h) To be entitled to special maternity leave an employee must as soon as is reasonably practicable, give her CEO a written application stating the date on which the employee proposes to commence the leave and the period of leave to be taken; and
  - (i) in the case of special maternity leave taken under paragraph (a)(i) a medical certificate from a medical practitioner stating that the employee is unfit to work for a stated period because of a pregnancy related illness; and
  - (ii) in the case of special maternity leave taken under paragraph(a)(ii), a medical certificate from a medical practitioner stating that:
    - (A) the employee's pregnancy has ended within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child; and
    - (B) the employee will be unfit for work for a stated period.

#### 79.6 Paternity/Partner Leave

Subject to the requirements of this sub-clause, an employee may access the following paternity/partner leave entitlements:

- (a) Paternity/Partner Leave (includes concurrent leave) – birth of child - leave taken with Employee's spouse
  - (i) in the case of an employee who has not completed 12 months continuous service, or an eligible casual employee, at the time of commencing his or her leave up to eight (8) weeks of unpaid paternity/partner leave to be taken within the week starting on the day that the employee's spouse begins to give birth, with such leave able to be taken at the same time that the employee's spouse is taking paid or unpaid maternity leave;
  - (ii) in the case of an employee who has completed at least one (1) year and less than five (5) years continuous service at the time of commencing his or her leave, up to eight (8) weeks leave including one (1) weeks paid leave to be taken within the week starting on the day that the employee's spouse begins to give birth, with such leave able to be taken at the same time that the employee's spouse is taking paid or unpaid maternity leave;
  - (iii) in the case of an employee who has completed five (5) or more years continuous service at the time of commencing his or her leave, up to eight (8) weeks including two (2) weeks paid leave, to be taken within the week starting on the day that the employee's spouse begins to give birth, with such leave able to be taken at the same time that the employee's spouse is taking paid or unpaid maternity leave;
  - (iv) in the case of paternity/partner leave under paragraphs (a)(i) to (iii):
    - (A) Leave is to be taken in the first 12 months since date of birth of the child.
    - (B) Unless the CEO agrees otherwise, leave must start within the week starting on the day that the employee's spouse begins to give birth.
    - (C) Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two (2) weeks.
    - (D) The employee must give notice to the CEO at least:

- (I) 10 weeks before starting the leave, unless paragraph (II) below applies;
  - (II) if the leave is to be taken in separate periods of concurrent leave, and the leave is not the first of those periods of concurrent leave, four (4) weeks before starting the period of concurrent leave; or
  - (III) if that is not practicable – as soon as practicable, which may be a time after the leave has started.
- (E) Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.
- (b) Paternity/Partner Leave – Employee is primary care-giver for the duration of the leave
- (i) up to 52 weeks unpaid paternity/partner leave where the employee has less than 12 months continuous service, or an eligible casual employee, at the time of commencing leave, and provided that such leave must end within 24 months of the date of the birth of the child;
  - (ii) up to three (3) years unpaid paternity/partner leave, provided that such leave must end within 36 months of the date of the birth of the child and the employee has completed 12 months of continuous service at the time of commencing leave;
  - (iii) To be entitled to paternity/partner leave under paragraph 79.6(b)(i) or 79.6(b)(ii), an employee must give the CEO the following notice and evidence:
    - (A) not less than 10 weeks before the intended date of commencement of leave:
      - (I) written notice of the dates on which he or she proposes to start and finish the period of paternity/partner leave;
      - (II) a statutory declaration stating that the employee intends to be the child’s primary care-giver at all times while on paternity/partner leave; and
    - (B) as soon as reasonably practicable, a copy of the child’s birth certificate.
  - (iv) The employee will not be in breach of paragraph 79.6(b)(iii) if the failure to give the required period of notice is because of the birth occurring earlier than expected or any other compelling circumstance.
- (c) Where an employee’s child dies during a period of paternity/partner leave under sub-paragraphs (b)(i) or (b)(ii) the employee may continue on leave for maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of sub-clause 79.14 apply.

#### 79.7 Adoption Leave

Subject to the requirements of this sub-clause, an employee may access the following adoption leave entitlements:

- (a) Pre-Adoption Leave - To attend interviews or examinations required to obtain the adoption approval
  - (i) Subject to the notice and evidence requirements set out in paragraphs (a)(iii) and (iv), an employee, eligible casual employee or casual employee, who is adopting a child is entitled to up to 2 days unpaid leave to attend any interviews or examinations required to obtain the adoption approval.
  - (ii) The leave may be taken as:
    - (A) a single continuous period of up to two (2) days; or
    - (B) any separate periods to which the employee and CEO agree.
  - (iii) Notice and evidence requirements:
    - (A) the notice must be given to the CEO as soon as practicable (which may be a time after the leave has started); and
    - (B) the notice must advise the CEO of the period, or expected period, of the leave.
  - (iv) An employee who has given his or her CEO notice of the taking of unpaid pre-adoption leave must, if required by the CEO, provide evidence that would

satisfy a reasonable person that the leave is taken to attend an interview or examination as required in order to obtain approval for employee's adoption of a child.

- (b) Adoption Leave - Employee is nominated as the primary care-giver at the time of initial placement of the child:
- (i) up to 52 weeks unpaid leave, where the employee has less than 12 months continuous service, or eligible casual employee, at the time of commencing leave. Leave may commence at any time in the two (2) weeks before the date of placement and must end within 52 weeks of the date of the placement;
  - (ii) up to three (3) years leave, with the first 14 weeks to be paid, provided the employee has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave. Leave may commence at any time in the two (2) weeks before the date of placement and must end within 36 months of the date of the placement; or
  - (iii) up to three (3) years leave, with the first 18 weeks to be paid, provided the employee has completed at least five (5) years continuous service at the time of commencing leave. Leave may commence at any time in the two (2) weeks before the date of placement and must end within 36 months of the date of the placement.
  - (iv) where an employee's qualifying period of 12 months continuous service referred to in sub-paragraph (ii) ends within 14 weeks of the date on which the employee commenced adoption leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
  - (v) where an employee's qualifying period of five (5) years continuous service referred to in sub-paragraph (iii) ends within 18 weeks of the date on which the employee commenced adoption leave, the first 14 weeks will be paid and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.
  - (vi) Employee must provide notice and evidence requirements set out in paragraph 79.7(e).
- (c) Parental (Concurrent) Leave – initial placement of child – leave taken with employee's spouse
- (i) in the case of an employee who has not completed 12 months continuous service, or an eligible casual employee, at the time of commencing leave, up to eight (8) weeks unpaid adoption leave which can be taken at the same time that the employee's spouse is taking paid or unpaid adoption leave;
  - (ii) in the case of an employee who has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave, up to eight (8) weeks adoption leave, including one (1) week paid leave, which can be taken at the same time that the employee's spouse is taking paid or unpaid adoption leave;
  - (iii) in the case of an employee who has completed five (5) or more years continuous service at the time of commencing leave, up to eight (8) weeks adoption leave, including two (2) weeks paid leave, which can be taken at the same time that the employee's spouse is taking paid or unpaid adoption leave.
  - (iv) In the case of concurrent leave under paragraph (i) to (iii):
    - (A) Concurrent leave is to be taken when the employee's spouse is taking her paid or unpaid maternity leave in the first 12 months since date of placement of the child.
    - (B) Unless the CEO agrees, leave must not start before the date of placement of the child.
    - (C) Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two (2) weeks.
    - (D) The employee must give notice to the CEO at least:

- (I) 10 weeks before starting the leave, unless paragraph (II) below applies;
  - (II) if the leave is to be taken in separate periods of concurrent leave, and the leave is not the first of those periods of concurrent leave, 4 weeks before starting the period of concurrent leave; or
  - (III) if that is not practicable – as soon as practicable, which may be a time after the leave has started.
- (E) Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.
- (d) Adoption (Partner) Leave – Employee is nominated primary care-giver for the duration of the leave
- (i) up to 52 weeks unpaid adoption leave, where the employee has less than 12 months continuous service, or eligible casual employee, and provided that such leave must end within 24 months of the date of placement of the child;
  - (ii) up to three (3) years unpaid adoption leave, where the employee has completed more than 12 months continuous service, and provided that such leave must end within 36 months of the date the placement.
- (e) To be entitled to adoption leave under paragraphs 79.7(b) or 79.7(d), an employee must give the CEO the following notification and evidence:
- (i) written notification of the intention to apply for adoption leave as soon as is reasonably practicable after receiving notice of the approval of the placement of the child;
  - (ii) written application stating the dates on which the employee proposes to start and finish the period of adoption leave not less than 10 weeks before the first day of the proposed leave in the case of adoption leave taken under paragraphs (b)(i) to (b)(iii) and (d)(i) to (d)(ii).
  - (iii) before the employee begins a period of adoption leave:
    - (A) a statement from the adoption Agency stating the day when the placement is expected to start; and
    - (B) a statutory declaration stating that the employee intends to be the child's primary care-giver at all times while on adoption leave.
- (f) The employee will not be in breach of paragraph (e) if the failure to give the required period of notice is because the employee is not given sufficient notice of the expected day of placement to enable compliance, or any other compelling circumstance.
- (g) Where an employee has commenced a period of adoption leave and the adoption under paragraphs (b) or (d) is discontinued for any reason (including the death of the child), the entitlement to adoption leave may continue for maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of sub-clause 79.14 apply.
- (h) Subject to notice and evidence requirements set out in paragraph (e), where an employee exercising adoption leave under sub-paragraphs (b)(i) to (b)(iii) adopts another child during the period of leave, the employee can elect to commence another period of leave, in accordance with sub-clause 79.7(b)(i), 79.7(b)(ii) or 79.7(b)(iii), from the date of placement of the child relating to the second adoption.

## 79.8 Combined Parental Leave

- (a) An employee couple (as defined in sub-clause 79.2(e)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three (3) years from the commencement of the leave.
- (b) Combined Parental Leave is subject to:

- (i) provision of all applicable notice and evidence requirements under this clause;
- (ii) Sub-paragraph 79.14(a) where the birth giver may not return to work any less than six (6) weeks after the date of birth of the child except where the employee provides a medical certificate stating that she is fit for work during the period.
- (iii) concurrent leave being used by the employee couple for a maximum of eight (8) weeks and in accordance with concurrent leave provisions set out in sub-paragraph 79.6(a)(iv) and 79.7(c)(iv);
- (iv) the balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which he or she stated that he or she intends to be the primary caregiver for the total remaining unpaid leave balance;
- (v) a maximum of two (2) interchanges of employees sharing the combined parental leave; and
- (vi) where an employee couple combine their paid leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, the employee shall be paid at his/her salary for the period of leave.

#### 79.9 Parental Leave at Half Pay

- (a) An employee who is entitled to paid parental leave under this clause may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (b) Where an employee applies to extend the period of paid leave under paragraph (a):
  - (i) leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay;
 

*For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay.*
  - (ii) salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and
  - (iii) unless otherwise approved by the CEO under this clause, the maximum period of parental leave will not be extended.

#### 79.10 Access to Other Leave Entitlements While on Parental Leave

- (a) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (b) Where an employee on parental leave accesses other leave entitlements under paragraph (a), the taking of that other paid leave:
  - (i) does not break the continuity of the period of parental leave; and
  - (ii) the maximum period of parental leave will not be extended.



#### 79.11 Employment While on Parental Leave

- (a) With the exception of 'keeping in touch days' under paragraph (b) and subject to the CEO's approval, an employee on unpaid parental leave without pay may return to duty for any period with Territory Generation, or another Agency.
- (b) Keeping in Touch Days
  - (i) An employee may agree to attend the workplace on up to ten (10) separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc) provided that:
    - (A) an employee will be paid his or her normal salary for the day's (or part day's) work performed for the purpose of a keeping in touch day; or
    - (B) an employee who performs work under paragraph (b)(i) during a period of paid parental leave will be paid his or her normal salary for the day's (or part day's) work performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.
  - (ii) After considering all the circumstances, including any duty performed under paragraph (a), the CEO may approve an amount of keeping in touch days in excess of the amount specified in paragraph (b)(i).
- (c) An employee on unpaid parental leave may engage in outside employment in accordance with the PSEM Act.
- (d) Employment under paragraphs (a), (b) or (c) above will not:
  - (i) prevent the employee from re-commencing parental leave; or
  - (ii) extend the maximum period of parental leave.

#### 79.12 Communication During Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the CEO will take reasonable steps to:
  - (i) make information available in relation to; and
  - (ii) provide an opportunity for the employee to discuss, any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee will take reasonable steps to inform the CEO about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis in accordance with sub-paragraph 79.14(b).

#### 79.13 Extended Period of Parental Leave

(Note: An employee who has initially taken three (3) years parental leave is not entitled to extend his or her period of parental leave under this clause)

- (a) An employee who has commenced his or her initial nominated parental leave period under sub-clause 79.4(a), 79.6(b)(i), 79.6(b)(ii), 79.7(b)(i), 79.7(b)(ii), 79.7(b)(iii), 79.7(d)(i), 79.7(d)(ii), and provided that the initial nominated parental leave period is less than 12 months, may extend at his or her discretion the initial nominated parental leave on one occasion to provide a total of up to 12 months parental leave since commencement of leave, by giving the CEO at least four (4) weeks written notice before the end of the initial leave period.
- (b) Where an employee has accessed his or her right to extend parental leave on one occasion under paragraph (a) and the employee intends to request a further period of parental leave, or where an employee's initial nominated parental leave period was 12 months or more (but less than three (3) years) and the employee intends to request a

further period of parental leave, an employee may request to, subject to CEO approval and notice periods set out in paragraph (c), extend parental leave as follows:

- (i) In relation to leave (up to 52 weeks) taken under sub-clause 79.4(a)(i), 79.6(b)(i), 79.7(b)(i), or 79.7(d)(i):
  - (A) Where an employee's extension under paragraph (a) results in the employee's total period being less than 12 months, a further extension up to a total of 52 weeks.
  - (B) Where an employee has completed 52 weeks parental leave, to extend parental leave by up to a further 52 weeks.
  - (C) An employee cannot extend the period of parental leave beyond 24 months after the date of birth or day of placement of the child.
- (ii) In relation to leave (up to three (3) years) taken under sub-clause 79.4(a)(ii), 79.4(a)(iii), 79.6(b)(ii), 79.7(b)(ii), 79.7(b)(iii), or 79.7(d)(ii):
  - (A) Where an employee's extension under paragraph (a) results in the employee's total period being less than 12 months – a further extension up to a total of three (3) years.
  - (B) Where an employee's subsequent extension in paragraph A. results in the employee's total period being less than three (3) years – a further extension up to a total of three (3) years.
  - (C) An employee cannot extend the period of parental leave beyond three (3) years after the date of birth or day of placement of the child.
- (c) An employee must give the CEO a written request to extend parental leave at least:
  - (i) four (4) weeks before the end of the nominated period where employee has been on parental leave for a period up to 52 weeks; or
  - (ii) 12 weeks where the employee has been on parental leave for a period in excess of 52 weeks.
- (d) Except for paragraph (a), the CEO's response to an employee's request to extend leave under this sub-clause will be in accordance with sub-clause 79.15.
- (e) Any additional parental leave granted under this sub-clause will be unpaid.

#### 79.14 Returning to Work After a Period of Parental Leave

- (a) An employee on ordinary maternity leave may not return to work any less than six (6) weeks after the date of birth of the child except where the employee provides a medical certificate stating that she is fit for work during that period.
- (b) To assist in reconciling work and parental responsibilities, if agreed between the CEO and the employee, the employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such request is not made less than eight (8) weeks prior to the date that the employee is due to return to work. Responses to requests will be in accordance with sub-clause 79.15.
- (c) If agreed between CEO and the employee, an employee whose period of parental leave has started may reduce the period of parental leave. An application must be made at least:
  - (i) four (4) weeks before the end of the nominated period where employee has been on parental leave for a period up to 52 weeks; or
  - (ii) 12 weeks where the employee has been on parental leave for a period in excess of 52 weeks. Responses to requests will be in accordance with sub-clause 79.15.
- (d) Unless otherwise provided under this sub-paragraph an employee must give the CEO or his/her delegate written notice of the date on which he or she intends to return to work following a period of parental leave as follows:

- (i) four (4) weeks where the employee has been on parental leave for a period of up to 52 weeks; or
  - (ii) 12 weeks where the employee has been on parental leave for a period in excess of 52 weeks.
- (e) An employee returning from a period of up to 24 months' parental leave is entitled to the position which he or she held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an employee who:
- (i) was transferred to a safe job under sub-clause 79.4(i) or 79.4(m) prior to commencing leave, to the position held immediately prior to such transfer; or
  - (ii) was promoted to a new position during the period of parental leave, to the new position.

#### 79.15 CEO's Consideration of Employee's Request

In relation to an employee's request made under sub-paragraph 79.13(b), 79.14(b) or 79.14(c):

- (a) The CEO or his/her delegate will consider the request and respond in writing within 21 days having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds.

Reasonable business grounds include, but are not limited to:

- excessive cost of accommodating the request;
- that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
- the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
- that there would be significant loss of efficiency or productivity;
- that there would be a significant negative impact on customer service.

- (b) The employee's request and the CEO / delegate's decision in respect of the request must be recorded in writing.

#### 79.16 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred to perform the work of another employee who is going to take, or is taking parental leave.
- (b) Before the CEO engages a replacement employee the CEO must inform that person:
- (i) of the temporary nature of the employment;
  - (ii) of the return to work rights of the employee who is being replaced; and
  - (iii) of the rights of the employer to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

#### 79.17 Effect of Parental Leave on Service

- (a) A period of parental leave does not break an employee's continuity of service.
- (b) Subject to paragraph (d) below, any period of paid parental leave, including paid leave as a result of access to accrued entitlements under sub-clause 79.10 will count as service.
- (c) Subject to paragraph (e) below, any period of unpaid parental leave will not count as service.
- (d) Where any employee elects to take paid parental leave at half pay in accordance with sub-clause 79.9, only the first 1 week, 2 weeks, 14 weeks or 18 weeks, whichever is applicable, will count as service.

- (e) With the exception of any period during which the employee is engaged in outside employment during normal working hours, the first 14 weeks or 18 weeks whichever is applicable, from commencement of unpaid maternity, special maternity or adoption leave resulting from the application of sub-paragraph 79.4(b), 79.4(c), 79.5(f), 79.5(g), 79.7(b)(iv) and 79.7(b)(v), will count as service.

#### 79.18 Superannuation Contributions during Period of Parental Leave

- (a) This provision is to provide employer superannuation contributions benefits to female employees, with 12 months continuous service at the time of commencing parental leave, and who may take unpaid leave during the first six months of their parental leave.
- (b) An employee who is either the birth giver or primary carer in the case of adoption leave, for the first six (6) months of parental leave will continue to receive employer superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, for the first six (6) months of parental leave.
- (c) The maximum amount of employer superannuation contributions provided under this sub-clause will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved parental leave.

### 80 Recreation Leave

#### 80.1 Definitions:

The following definitions will apply for the purposes of this clause:

- (a) "Month" means a calendar month.
- (b) "Year" means a calendar year.

#### 80.2 Recreation Leave Entitlement

- (a) Employees (except for those engaged on a casual basis) are entitled to accrue recreation leave entitlements as follows:
  - (i) five (5) weeks paid recreation leave per year in the case of employees who commenced employment with Power and Water Corporation or Territory Generation or the NTPS on or after 1 July 2001;
  - (ii) six (6) weeks paid recreation leave per year in the case of employees who commenced employment with Power and Water Corporation or the NTPS prior to 1 July 2001;
  - (iii) an additional seven consecutive days, including non-working days, paid recreation leave per year in the case of a seven (7) day shift worker, provided that in the case of a shift worker rostered to perform duty on less than ten (10) Sundays during a year will only be entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.
- (b) A rostered overtime shift of three (3) hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in paragraphs (a)(iii).

#### 80.3 Election to convert entitlement

- (a) An employee can make a once only election to reduce his/her recreation leave entitlement to a minimum of four (4) weeks leave per year, by converting the entitlement to a recreation leave allowance, which will count as salary for all purposes.
- (b) The recreation leave allowance will be 1.9% of the employee's annual salary for each week of recreation leave converted.
- (c) An election to convert recreation leave to an allowance will have effect from 1 January of the following year.

#### 80.4 Additional leave options for employees with five weeks recreation leave

An employee who is entitled to five weeks recreation leave per annum may increase the amount of leave he/she may access through the accrual of one additional week of recreation leave in lieu of overtime; or through the purchase of an additional week of leave under the purchased leave arrangements.

*(Note: Provisions relating to the purchase of additional leave in excess of the one week to convert from a five (5) week to a six (6) week recreation leave balance are set out in **Attachment 6.**)*

##### (a) Accrual of additional week of leave in lieu of overtime

- (i) An employee may at any time elect, in writing to his/her manager, to accrue one additional week of recreation leave per annum in lieu of:
  - (A) overtime hours worked; or
  - (B) flexitime hours worked in the case of an employee whose role does not require the performance of overtime (refer sub-clause 69.8) .
- (ii) The additional week of recreation leave will accrue in accordance with the overtime rates specified in sub-clause 71.6 of this Agreement.
- (iii) The accrual of additional recreation leave will not be made by using overtime hours worked under an EDA, annualised salary, or any other arrangement where additional hours are collectively paid.
- (iv) Notwithstanding paragraph (iii) above, an employee participating in any of the arrangements set out in that sub-clause may work overtime hours in addition to those covered by the particular arrangement, for the purposes of accruing an additional week of recreation leave.
- (v) Hours worked for the purposes of accruing an additional week of recreation leave in lieu of overtime must be approved, in writing, in advance of work being performed and recorded on completion.
- (vi) Employees receiving a salary that exceeds the Band 3 maximum are deemed to be entitled to overtime for the purposes of this clause.

##### (b) Additional week of leave through a purchased leave arrangement

- (i) An employee may at any time elect in writing to his/her manager to purchase an additional one week of leave ("purchased leave").
- (ii) In utilising the purchased leave under paragraph (b) the employee is not required to first exhaust his/her recreation leave credits or long service leave credits.
- (iii) An employee purchasing an additional week of leave under this sub-clause may utilise that purchased leave at anytime, subject to the usual approval processes that apply to the use of recreation leave under sub clause 80.7.
- (iv) The additional week of purchased leave:
  - (A) must be paid for in advance of the leave commencing; and
  - (B) will count as service for all purposes.

#### 80.5 Cash out of leave

An employee may apply, in writing, to the CEO to cash-out an amount of his/her available recreation leave provided that:

- (a) the employee's remaining accrued entitlement to paid recreation leave is not less than four (4) weeks;
- (b) each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
- (d) a minimum of five (5) days is to be cashed-out on any occasion.

#### 80.6 Accrual of leave

- (a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (b) If an employee takes unpaid leave that does not count as service, recreation leave will not accrue for that period.  
*(Note: An employee who has taken unpaid leave that does count for service will accrue leave for that period.)*
- (c) A part-time employee will accrue recreation leave on a pro-rata basis proportional to his/her agreed hours of work.
- (d) Recreation leave accumulates from year to year.

#### 80.7 Granting of leave

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

#### 80.8 Excess leave

- (a) Where an employee has accrued recreation leave in excess of two (2) years worth of recreation leave entitlements (or three (3) years in the case of compulsory transferees), the CEO may, on giving a minimum of two (2) months notice, direct the employee to take a period of recreation leave to reduce the accrued leave balance to the equivalent of two (2) years (or three (3) years in the case of a compulsory transferee) of entitlements.
- (b) An employee who has been directed to take leave must take the leave within a three (3) month period, or such longer reasonable period as agreed, taking into account operational requirements.

#### 80.9 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under Attachment 6), the employee is entitled to his or her full rate of pay that he or she would have been paid had the public holiday fallen on a day that he or she was not on recreation leave; and
- (b) the period of the public holiday is not deducted from the employee's recreation leave entitlement.

#### 80.10 Illness during leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 84 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

*(Note: Clause 84.8 provides that where recreation leave had been previously approved at half pay, any personal leave granted in lieu shall also be at half pay.)*

#### 80.11 Payment in Lieu

- (a) Where an employee ceases employment, other than by death, the employee is entitled to payment in lieu of any accrued recreation leave entitlement.
- (b) Where an employee dies, or after consideration of all the circumstances the CEO has directed that an employee will be presumed to have died on a particular date, the CEO may authorise payment in lieu of the employee's remaining recreation leave entitlement:
  - (i) to the employee's legal personal representative; or
  - (ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

## **81 Christmas Close Down**

- 81.1 The CEO will consult with relevant employees that part of Territory Generation will close down for a nominated period and that close down will occur provided that:
- (a) unless otherwise agreed by the parties, at least three (3) months' notice in writing is given to employees prior to the close down period; and
  - (b) the nominated period covers the days of Christmas and New Year.
- 81.2 Close down may apply to part of Territory Generation where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a close down period. This may occur subject to the CEO:
- (a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the close down period in the first instance; or
  - (b) if no volunteers are forthcoming, directing employees with at least two (2) months notice to cover the close down period.
- 81.3 Employees affected by the closedown period must use either recreation leave, time off in lieu or flex time credits to cover the close down period.
- 81.4 New employees, who will not be able to accrue enough leave credits to cover the close down period, may be offered by the CEO, to work additional hours to enable sufficient time off in lieu or flex time credits to be accrued to cover the close down period.
- 81.5 If an employee has insufficient recreation leave credits, time off in lieu or flex time credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

## **82 Recreation Leave Loading**

- 82.1 Recreation Leave Loading Entitlement
- (a) In addition to normal salary payment for recreation leave, an employee is entitled to a recreation leave loading on 1 January each year. Subject to paragraph (b), the amount of the loading will be the lesser of:
    - (i) seventeen and a half percent of the value of the annual recreation leave accrued over the previous year based on the employee's salary, including allowances that count as salary for the all purposes; or
    - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the June quarter of the previous year.
  - (b) In the case of a shift worker who would have been entitled to shift penalties in excess of the maximum payment referred to in paragraph (a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shift penalties.
- 82.2 Payment of recreation leave loading
- (a) An employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.
  - (b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.
  - (c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at paragraph (b) will be the salary payable had the employee been employed on 1 January of that year.
- 82.3 Automatic cash-out of recreation leave loading
- (a) Where an employee has two (2) or more recreation leave loadings, the following automatic payment provisions will apply:

- (i) The common cash-up date for the automatic payment of recreation leave loadings is the second payday in January of each year or in any case by the end of January each year;
  - (ii) An employee with two (2) accrued recreation leave loadings as at 1 January will have one recreation leave loading automatically paid on the common cash-up date of that year;
  - (iii) Recreation leave loadings will be paid in the order of accrual;
  - (iv) Recreation leave loadings will continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.
- (b) The automatic payment of recreation leave loadings will not apply to shift workers.

### **83 Recreation Leave Airfares**

- 83.1 The automatic cash payment of an air fare under By-law 33(15) Airfares, will be paid on the common cash-up date, being the first payday on or after 1 May each year.
- 83.2 An employee can at any time after the accrual date and before the automatic cash-up date request, in writing, the cash-up of an accrued airfare.
- 83.3 An employee can elect to use an accrued air fare in conjunction with travelling time under By-law 33 Airfares by giving notice in writing two (2) months before the common cash-up date.
- 83.4 The provisions of this clause will apply to compulsory transferees.

### **84 Personal Leave**

#### **84.1 General**

Subject to this clause, an employee may take personal leave if the leave is:

- (a) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee (sick leave); or
- (b) to provide care or support to a member of the employee's immediate family or household who requires such care or support because of:
  - (i) a personal illness or injury affecting the member (carer's leave); or
  - (ii) an unexpected emergency affecting the member (carer's leave).

#### **84.2 Definitions**

The following definitions will apply for the purpose of this clause:

- (a) "child" means birth, adopted, step, exnuptial or adult child.
- (b) "de facto partner" means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;
- (c) "immediate family" member means:
  - (i) a spouse, child, parent, grandparent, grandchild, or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild, or sibling of a spouse of the employee.
- (d) "medical certificate" means a certificate signed by a registered health practitioner;
- (e) "personal leave year" means twelve (12) months service from the anniversary of commencement or twelve (12) months service since receiving the last personal leave entitlement;
- (f) "registered health practitioner" means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a



State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type); and

(g) "spouse" includes a former spouse, a de facto partner or a former de facto partner.

#### 84.3 Paid Personal Leave Entitlement

(a) An ongoing employee is entitled to:

- (i) three (3) weeks paid personal leave on commencement of employment; and
- (ii) three (3) weeks paid personal leave annually on the anniversary of the employee's commencement date.

(b) A fixed period employee is entitled to:

- (i) two (2) days paid personal leave on commencement of employment;
- (ii) up to one week of paid personal leave for each period of two (2) months service provided that the total leave does not exceed three (3) weeks within the first 12 months of service; and
- (iii) three (3) weeks paid personal leave annually on the anniversary of the employee's commencement date.

(c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of paragraph (a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.

(d) A part-time employee will receive paid personal leave on a pro-rata basis in accordance with his/her agreed hours of work.

(e) Casual employees are not entitled to paid personal leave.

(f) Paid personal leave is cumulative.

(g) Paid personal leave is calculated and recorded in hours and minutes.

(h) An employee's paid personal leave entitlement will be deferred by any period of:

- (i) leave on account of illness where the absence is without pay and not covered by documentary evidence;
- (ii) unauthorised absence; or
- (iii) leave without pay that does not count as service.

#### 84.4 Accessing Paid Personal Leave

(a) Subject to the requirements of sub-clauses 84.6 and 84.7 (notice and documentation requirements) an employee is entitled to access paid personal leave up to a maximum of his or her accrued personal leave entitlement.

(b) An employee may access personal leave without providing documentary evidence, up to a maximum of three (3) days or the equivalent number of hours of duty per personal leave year, provided that no more than two (2) of those days may be consecutive working days or the equivalent number of hours of duty.

(c) Notwithstanding paragraph (b), any absence immediately preceding or following an RDO, public holiday, or weekend will require medical evidence.

(d) An employee may request that personal leave be taken at half pay in order to extend the period of personal leave taken.

#### 84.5 Additional Personal Leave

(a) Subject to the requirements of sub-clauses 84.6 and 84.7 (notice and documentation requirements), an employee who has exhausted his/her entitlement to paid personal leave under sub-clause 84.3 is entitled to access up to two (2) days unpaid carer's leave on each occasion that he/she requires carer's leave. This may be taken as a single unbroken period of up to two (2) days or any separate periods as agreed between the employee and the CEO.

(b) After considering all relevant circumstances, the CEO may grant:

- (i) an amount of unpaid leave in excess of the amount specified in paragraph (a);

- (ii) additional sick/carer's leave on half pay, which cannot be converted to full pay; or
  - (iii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be sick/carer's leave for all other purposes under the provisions of this clause.
- (c) The CEO may approve additional sick leave on full pay to an employee who has exhausted all of his or her sick leave entitlement, having regard to established guidelines.
- (d) The provisions of paragraphs (a) and (b)(i) apply to casual employees.

#### 84.6 Notice Requirements

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

#### 84.7 Documentation Requirements

- (a) An employee must apply for personal leave in writing in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.
- (b) Subject to sub-clause 84.4(b), to be entitled to personal leave an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
- (i) a medical certificate from a registered health practitioner; or
  - (ii) a statutory declaration in cases where it is not reasonably practicable for the employee to provide a medical certificate because they are:
    - (A) unable, despite genuine reasonable attempts, to secure an appointment with a medical practitioner;
    - (B) reside in a remote or regional area (ie: outside the environs of Darwin, Palmerston or Alice Springs); or
    - (C) accessing leave in order to care for an immediate family member; provided that the statutory declaration states:
      - (I) the reasons why it was not practicable to provide a medical certificate; and
      - (II) the reasons for, and length of absence.
- (c) Subject to sub-clause 84.4(b), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in sub-clause 84.1(b) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with evidence which may include a medical certificate from a Registered Health Practitioner or other relevant documentary evidence stating the reasons why the person concerned requires care or support during their illness, or the unexpected emergency, and that the employee's care or support is required in these circumstances.

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

- (a) Subject to the requirements of sub-clauses 84.6 and 84.7 (notice and documentation requirements) and the recreation leave and long service leave provisions, an employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

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

- (a) The CEO may stand an employee down and direct the employee to attend an examination by a registered health practitioner approved by the CPE:
- (i) if an employee is frequently or continuously absent, or expected to be so, due to illness;

- (ii) if it is considered that an employee's efficiency may be affected due to illness;
  - (iii) if there is reason to believe that an employee's state of health may render the employee a danger to him/herself, other employees or the public; or
  - (iv) under the Inability provisions under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An employee directed to attend a medical examination in accordance with paragraph (a) who is:
- (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;
  - (ii) an employee other than one to which sub-paragraph (i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known, and the grant of sick leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.
- (c) The CEO will not grant sick leave where the employee fails to attend a medical examination without reasonable cause, or where illness is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

#### 84.10 Infectious disease

Where an employee produces documentary evidence that:

- (a) he/she is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act*; and
- (b) by reason of any law of the Territory or any State or Territory of the Commonwealth is required to be isolated from other persons, the CEO may grant:
  - (i) sick leave for any period during which the employee actually suffers from illness; and
  - (ii) recreation leave in relation to any period during which the employee does not actually suffer from illness.

#### 84.11 War service

The CPE will determine the conditions under which personal leave may be granted to an employee where an illness or injury is directly attributed to the employee's war service, provided satisfactory medical evidence is produced.

#### 84.12 Personal leave – Workers Compensation

An employee is not entitled to paid sick leave for a period during which the employee is absent from duty because of personal illness, or injury, for which the employee is receiving compensation payable under Northern Territory workers compensation legislation.

### **85 Leave to Attend Industrial Relations Business**

- 85.1 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.
- 85.2 Leave to attend industrial proceedings counts as service for all purposes.

### **86 Release to Attend as a Witness**

- 86.1 An employee subpoenaed or called as a witness will promptly notify his or her supervisor.
- 86.2 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.

- 86.3 Subject to sub-clause 86.4 below, in all other cases where an employee is subpoenaed or called as a witness, the period of absence will be unpaid, unless the employee elects to utilise accrued leave entitlements.
- 86.4 Where an employee is required to attend as a witness on behalf of Territory Generation, the employee will be regarded as being on duty.
- 86.5 Leave with pay will count as service for all purposes. Leave without pay will not count as service.

## **87 Release for Jury Service**

- 87.1 An employee required to attend for jury service will promptly notify his or her supervisor.
- 87.2 An employee required to attend for jury service during ordinary hours of duty will be granted leave of absence with full pay during that period.
- 87.3 As such, an employee who attends for jury service during ordinary hours of duty will pay to the Receiver of Territory Monies such proportion of fees received for his or her attendance as Territory Generation thinks reasonable, having regard to the total period of attendance as a juror and the expenses incurred by the employee in respect of that attendance.
- 87.4 Such leave will count as service for all purposes.
- 87.5 An employee who is on paid recreation leave and is summoned as a juror may have a period equal to the time required to attend as a juror credited to the employee's leave entitlement.

## **88 Study Assistance & Leave**

- 88.1 An employee may apply to the CEO for:
- (a) recognition of a course of study; and
  - (b) assistance to undertake or continue a course of study.
- 88.2 When approving applications made under this clause the CEO must be satisfied that the course of study:
- (a) is relevant to Territory Generation; and
  - (b) can be accommodated in light of the operational and financial requirements of Territory Generation.
- 88.3 Provided the requirements of sub-clause 88.2 are satisfied the CEO may approve:
- (a) Payment in advance of fees directly associated (enrolment, tuition, examination) with a relevant course of study; or
  - (b) Reimbursement of fees directly associated with a relevant course of study where the employee:
    - (i) has paid the full amount of assistance claimed;
    - (ii) produces evidence of payment; and
    - (iii) was employed by Territory Generation at both the time that the liability was incurred and the application for assistance made.
- 88.4 The CEO may not authorise payment of:
- (a) amenities fees;
  - (b) graduation fees;
  - (c) fees payable as a result of failure by the employee to enrol by a specified time or date;
  - (d) Any other amount payable by the employee by reason of some act or omission on his/her part; or
  - (e) fees, which have been paid by any other organisation.
  - (f) supplying books or materials;

- (g) accommodation; or
  - (h) activities associated with attendance at residential institutions.
- 88.5 Subject to sub-clause 88.7, in addition to the requirements under sub-clause 88.3(b), the CEO may not approve the reimbursement of the Higher Education Loan Program (HELP) incurred by an employee in respect of an approved course of study unless the CEO is satisfied that:
- (a) the contribution arises from the attendance at the Charles Darwin University, except where the approved course of study is not provided at that university; and
  - (b) the amount does not exceed the amount payable in relation to the discounted liability of the employee had the employee paid HELP in advance.
- 88.6 The CEO may not authorise reimbursement of fees or HELP under this clause where an employee is absent from duty on any form of leave without pay (including unpaid maternity or parental leave), and that employee has not returned to duty.
- 88.7 The CEO may approve reimbursement of a HELP debt of up to an amount of \$3,000 for new employees. Approvals will be based upon the recruitment and retention objectives of Territory Generation, and are subject to the following conditions:
- (a) the HELP debt must be related to an initial qualification, not an advanced degree;
  - (b) the employee must provide evidence of the debt incurred either through production of the HELP debt or voluntary repayments made; and
  - (c) approval is granted by the CEO (or delegate) upon commencement of the employee's employment on the condition that the employee may only apply for reimbursement after having completed three year's continuous service with Territory Generation or other NTPS agencies.
- 88.8 Provided the requirements of sub-clause 88.2 are satisfied, the CEO may approve study leave:
- (a) with pay to attend lectures, tutorials and examinations relating to a relevant course of study provided the time off work does not exceed four (4) hours per week including travelling time;
  - (b) without pay for leave in excess of four (4) hours per week or on a time in lieu basis for leave in excess of four (4) hours per week;
  - (c) with pay, in the case of an employee undertaking an approved distance education course of study, for:
    - (i) a period not exceeding four (4) weeks in any year, including travelling time, in order to attend residential components of the course; and
    - (ii) a further period of two (2) days, per approved unit of study, per semester.
- 88.9 The CEO may not approve study leave under sub-clause 88.8 where the approved course of study is available outside normal working hours.
- 88.10 The approval for study leave with pay does not include time off to prepare for examinations.
- 88.11 In addition to the study leave provisions set out in clauses 88.8, the CEO may, in his or her absolute discretion, approve an extended period of leave without pay for study purposes, which will not count as service.

## **89 Miscellaneous Leave – Domestic, Family and Sexual Violence**

- 89.1 The employer recognises that employees may experience domestic and family violence that affects their attendance or performance at work. The employer is committed to providing leave and other support to staff that experience domestic and family violence.
- 89.2 By-law 18 Miscellaneous Leave, as varied from time to time, will apply to employees of Territory Generation. By-law 18 sets out the purposes for which Miscellaneous Leave may be approved including for any other purpose approved by the CPE.

- 89.3 The CPE has approved Domestic, Family and Sexual Violence as another purpose for which miscellaneous leave applies.
- 89.4 Applications for miscellaneous leave for the purpose of 89.3 must be made in accordance with the CPE Guideline.

## Attachment 1 – Salary Structures

### Administrative and Corporate Services Salary Table

Designation	Pay Point	Old Salary Rates Effective 14/08/2014	Annual Salary Rates Effective 16/7/15 (3%)	Annual Salary Rates Effective 28/7/16 (3%)	Annual Salary Rates Effective 27/7/17 (3%)
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<b>Band 4</b>	4	\$ 132,671	\$ 136,651	\$ 140,751	\$ 144,974
	3	\$ 126,270	\$ 130,058	\$ 133,960	\$ 137,979
	2	\$ 120,259	\$ 123,867	\$ 127,583	\$ 131,410
	1	\$ 114,529	\$ 117,965	\$ 121,504	\$ 125,149

<b>Band 3</b>	5	\$ 109,066	\$ 112,338	\$ 115,708	\$ 119,179
	4	\$ 103,887	\$ 107,004	\$ 110,214	\$ 113,520
	3	\$ 98,923	\$ 101,891	\$ 104,948	\$ 108,096
	2	\$ 94,216	\$ 97,042	\$ 99,953	\$ 102,952
	1	\$ 89,714	\$ 92,405	\$ 95,177	\$ 98,032

<b>Band 2</b>	6	\$ 85,454	\$ 88,018	\$ 90,659	\$ 93,379
	5	\$ 81,374	\$ 83,815	\$ 86,329	\$ 88,919
	4	\$ 77,486	\$ 79,811	\$ 82,205	\$ 84,671
	3	\$ 73,802	\$ 76,016	\$ 78,296	\$ 80,645
	2	\$ 70,285	\$ 72,394	\$ 74,566	\$ 76,803
	1	\$ 66,935	\$ 68,943	\$ 71,011	\$ 73,141

<b>Grad</b>	3	<b>Band 1</b>	7	\$ 63,749	\$ 65,661	\$ 67,631	\$ 69,660
	2^^		6	\$ 60,705	\$ 62,526	\$ 64,402	\$ 66,334
	1^		5	\$ 57,826	\$ 59,561	\$ 61,348	\$ 63,188
<b>Under Grad</b>	4		4	\$ 55,064	\$ 56,716	\$ 58,417	\$ 60,170
	3		3	\$ 52,442	\$ 54,015	\$ 55,635	\$ 57,304
	2		2	\$ 50,018	\$ 51,519	\$ 53,065	\$ 54,657
	1		1	\$ 47,709	\$ 49,140	\$ 50,614	\$ 52,132

<b>Trainee</b>	3	\$ 41,761	\$ 43,014	\$ 44,304	\$ 45,633
	2	\$ 38,668	\$ 39,828	\$ 41,023	\$ 42,254
	1	\$ 35,576	\$ 36,643	\$ 37,742	\$ 38,874

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

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

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

## Science and Engineering Professional Salary Table

Designation	Pay Point	Old Salary Rates Effective 14/08/2014	Annual Salary Rates Effective 16/7/15 (3%)	Annual Salary Rates Effective 28/7/16 (3%)	Annual Salary Rates Effective 27/7/17 (3%)
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<b>Band 4</b>	4	\$ 132,671	\$ 136,651	\$ 140,751	\$ 144,974
	3	\$ 126,270	\$ 130,058	\$ 133,960	\$ 137,979
	2	\$ 120,259	\$ 123,867	\$ 127,583	\$ 131,410
	1	\$ 114,529	\$ 117,965	\$ 121,504	\$ 125,149

<b>Band 3</b>	5	\$ 109,066	\$ 112,338	\$ 115,708	\$ 119,179
	4	\$ 103,887	\$ 107,004	\$ 110,214	\$ 113,520
	3	\$ 98,923	\$ 101,891	\$ 104,948	\$ 108,096
	2	\$ 94,216	\$ 97,042	\$ 99,953	\$ 102,952
	1	\$ 89,714	\$ 92,405	\$ 95,177	\$ 98,032

<b>Band 2</b>	6	\$ 85,454	\$ 88,018	\$ 90,659	\$ 93,379
	5	\$ 81,374	\$ 83,815	\$ 86,329	\$ 88,919
	4	\$ 77,486	\$ 79,811	\$ 82,205	\$ 84,671
	3	\$ 73,802	\$ 76,016	\$ 78,296	\$ 80,645
	2	\$ 70,285	\$ 72,394	\$ 74,566	\$ 76,803
	1	\$ 66,935	\$ 68,943	\$ 71,011	\$ 73,141

<b>Grad</b>	3
	2^^
	1^

<b>Under Grad</b>	4*	\$ 60,705	\$ 62,526	\$ 64,402	\$ 66,334
	4	\$ 57,826	\$ 59,561	\$ 61,348	\$ 63,188
	3	\$ 55,064	\$ 56,716	\$ 58,417	\$ 60,170
	2	\$ 52,442	\$ 54,015	\$ 55,635	\$ 57,304
	1	\$ 50,018	\$ 51,519	\$ 53,065	\$ 54,657

\* 4 Year with Trade or Technical qualification

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

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

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



### Technical Coordinator Salary Table

Designation	Pay Point	Old Salary Rates Effective 14/08/2014	Annual Salary Rates Effective 16/7/15 (3%)	Annual Salary Rates Effective 28/7/16 (3%)	Annual Salary Rates Effective 27/7/17 (3%)
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Senior Technical Coordinator	3	\$ 139,304	\$ 143,483	\$ 147,787	\$ 152,221
	2	\$ 132,671	\$ 136,651	\$ 140,751	\$ 144,974
	1	\$ 126,270	\$ 130,058	\$ 133,960	\$ 137,979

Technical Coordinator	6	\$ 126,270	\$ 130,058	\$ 133,960	\$ 137,979
	5	\$ 120,259	\$ 123,867	\$ 127,583	\$ 131,410
	4	\$ 114,529	\$ 117,965	\$ 121,504	\$ 125,149
	3	\$ 109,066	\$ 112,338	\$ 115,708	\$ 119,179
	2	\$ 103,887	\$ 107,004	\$ 110,214	\$ 113,520
	1	\$ 98,923	\$ 101,891	\$ 104,948	\$ 108,096

### Technical Specialist Salary Table

Designation	Pay Point	Old Salary Rates Effective 14/08/2014	Annual Salary Rates Effective 16/7/15 (3%)	Annual Salary Rates Effective 28/7/16 (3%)	Annual Salary Rates Effective 27/7/17 (3%)
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Senior Technical Specialist	3	\$ 109,066	\$ 112,338	\$ 115,708	\$ 119,179
	2	\$ 103,887	\$ 107,004	\$ 110,214	\$ 113,520
	1	\$ 98,923	\$ 101,891	\$ 104,948	\$ 108,096

Technical Specialist	6	\$ 98,923	\$ 101,891	\$ 104,948	\$ 108,096	
	5	\$ 94,216	\$ 97,042	\$ 99,953	\$ 102,952	
	Soft Barrier - Diploma/equivalent skills to progress					
	4	\$ 89,714	\$ 92,405	\$ 95,177	\$ 98,032	
	3	\$ 85,454	\$ 88,018	\$ 90,659	\$ 93,379	
	2	\$ 81,374	\$ 83,815	\$ 86,329	\$ 88,919	
	1	\$ 77,486	\$ 79,811	\$ 82,205	\$ 84,671	

Trainee Technical	4	\$ 55,064	\$ 56,716	\$ 58,417	\$ 60,170
	3	\$ 52,442	\$ 54,015	\$ 55,635	\$ 57,304
	2	\$ 50,018	\$ 51,519	\$ 53,065	\$ 54,657
	1	\$ 47,709	\$ 49,140	\$ 50,614	\$ 52,132

### Operator Salary Table

Designation	Pay Point	Old Salary Rates Effective 14/08/2014	Annual Salary Rates Effective 16/7/15 (3%)	Annual Salary Rates Effective 28/7/16 (3%)	Annual Salary Rates Effective 27/7/17 (3%)
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Senior Operator	2	\$ 94,216	\$ 97,042	\$ 99,953	\$ 102,952
	1	\$ 89,714	\$ 92,405	\$ 95,177	\$ 98,032

Operator	5	\$ 85,454	\$ 88,018	\$ 90,659	\$ 93,379
	4	\$ 81,374	\$ 83,815	\$ 86,329	\$ 88,919
	3	\$ 77,486	\$ 79,811	\$ 82,205	\$ 84,671
	2	\$ 73,802	\$ 76,016	\$ 78,296	\$ 80,645
	1	\$ 70,285	\$ 72,394	\$ 74,566	\$ 76,803

#### Trade Tech; Snr Operator & Operator Translation to new Operator/Maintainer Classification

Classification	Pay Point	Annual Salary Rates Effective 14/08/2014	Designation	Pay Point	Old Salary Rates Effective 14/08/2014	Annual Salary Rates Effective 16/7/15 (3%)	Annual Salary Rates Effective 28/7/16 (3%)	Annual Salary Rates Effective 27/7/17 (3%)
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Snr Operator	2	\$ 94,216	Operator/ Maintainer	7	\$ 94,216	\$ 97,042	\$ 99,953	\$ 102,952
	1	\$ 89,714		6	\$ 89,714	\$ 92,405	\$ 95,177	\$ 98,032
Trade Tech	11	\$ 85,454		5	\$ 85,454	\$ 88,018	\$ 90,659	\$ 93,379
	10			4	\$ 81,374	\$ 83,815	\$ 86,329	\$ 88,919
	9			3	\$ 77,486	\$ 79,811	\$ 82,205	\$ 84,671
	8			2	\$ 73,802	\$ 76,016	\$ 78,296	\$ 80,645
	7			1	\$ 70,285	\$ 72,394	\$ 74,566	\$ 76,803

### Trade Technical Salary Table

Designation	Pay Point	Old Salary Rates Effective 14/08/2014	Annual Salary Rates Effective 16/7/15 (3%)	Annual Salary Rates Effective 28/7/16 (3%)	Annual Salary Rates Effective 27/7/17 (3%)
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Trade Technical	11	\$ 85,454	\$ 88,018	\$ 90,659	\$ 93,379	Trade Assistant
	10	\$ 81,374	\$ 83,815	\$ 86,329	\$ 88,919	
	9	\$ 77,486	\$ 79,811	\$ 82,205	\$ 84,671	
	8	\$ 73,802	\$ 76,016	\$ 78,296	\$ 80,645	
	7	\$ 70,285	\$ 72,394	\$ 74,566	\$ 76,803	
	6	\$ 66,935	\$ 68,943	\$ 71,011	\$ 73,141	
	5	\$ 63,749	\$ 65,661	\$ 67,631	\$ 69,660	
	4	\$ 60,705	\$ 62,526	\$ 64,402	\$ 66,334	
	3	\$ 57,826	\$ 59,561	\$ 61,348	\$ 63,188	
	2	\$ 55,064	\$ 56,716	\$ 58,417	\$ 60,170	
	1	\$ 52,442	\$ 54,015	\$ 55,635	\$ 57,304	

## Attachment 2 - Allowances

Allowance	Clause under which entitlement derived	Frequency	Old Rates effective 14.08.14 \$	Rates Effective 16.7.15 \$	Rates Effective 28.7.16 \$	Rates Effective 27.7.17 \$
<b>Availability</b>	51	per day	51.60	53.10	54.70	56.30
<b>Consolidated Disability (6%)</b>	52	per fortnight	170	175	180	186
<b>Damaged Clothes and Tools</b>	64	-	490	490	490	490
<b>Extra Duty</b>	53	per annum				
Group 1 - Additional hours						
Category A			4% of the employee's nominal salary			
Category B			8% of the employee's nominal salary			
Category C			12% of the employee's nominal salary			
Category D			18% of the employee's nominal salary			
Category E			24% of the employee's nominal salary			
Category F			30% of the employee's nominal salary			
Group 2 - Callout Ratio						
1 in 4 or less or 2nd on call(6%)		per annum	4,428	4,561	4,698	4,839
1 in 3 (8%)		per annum	5,904	6,081	6,264	6,451
1 in 2 (12%)		per annum	8,856	9,122	9,395	9,677
<b>First Aid (not payable with CDA)</b>	66	per week	18.00	18.50	19.10	19.70
<b>Industry Specific Skills</b>	49					
Technicians, Technical Specialists (TS), Senior TS, Technical Coordinators (TC), Senior TC, Operators (OP) and Senior OP, Trade Technicians & Band 2 Science & Engineering Professionals		per annum	8,760	8,760	8,760	8,760
Band 3 Science & Engineering Professionals		per annum	14,775	14,775	14,775	14,775
Band 4 Science & Engineering Professionals		per annum	16,000	16,000	16,000	16,000
Trade Assistants		per annum	6,134	6,134	6,134	6,134
<b>Overtime Meal</b>	74	per meal	25.50	26.30	27.10	27.90
<b>Pre-eminent Professional</b>	56	per annum	13,266	13,665	14,075	14,497
<b>Team Leader (5.6%)</b>	60	per fortnight	158	163	168	173
<b>Tool</b>	63	per week	16.30	16.80	17.30	17.80

Allowance	Clause under which entitlement derived	Frequency	Old Rates effective 01.01.15 \$	Rates Effective 01.01.16 \$	Rates Effective 01.01.17 \$	Rates Effective 01.01.18 \$
<b>Accommodation in conjunction with Fares Out</b>	35 / By-Law 43	per night	121	According to CPI	According to CPI	According to CPI
<b>Motor vehicle</b>	65	per km (for employee) per km (for carrying goods, passengers or towing)	0.76 0.05	According to CPI According to CPI	According to CPI According to CPI	According to CPI According to CPI
<b>Professional Development</b>	55					
1 to 5 years continuous service		per annum	570	According to CPI	According to CPI	According to CPI
5 years + continuous service (up to)		per annum	1,254	According to CPI	According to CPI	According to CPI
<b>Relocation</b>	58					
Employee only		per fortnight	534	According to CPI	According to CPI	According to CPI
Employee with dependants		per fortnight	738	According to CPI	According to CPI	According to CPI
<b>Remote Employee Electricity Subsidy</b>	35					
Remote Locality Rate						
Special Category		per annum	681	According to CPI	According to CPI	According to CPI
Category 1		per annum	1,361	According to CPI	According to CPI	According to CPI
Category 2		per annum	2,043	According to CPI	According to CPI	According to CPI
Category 3		per annum	2,724	According to CPI	According to CPI	According to CPI
Remote Locality Dependant/After Hours Rate						
Special Category		per annum	852	According to CPI	According to CPI	According to CPI
Category 1		per annum	1,703	According to CPI	According to CPI	According to CPI
Category 2		per annum	2,554	According to CPI	According to CPI	According to CPI
Category 3		per annum	3,405	According to CPI	According to CPI	According to CPI
<b>Travelling</b>	61					
Accommodation		-	83.50	According to CPI	According to CPI	According to CPI
Incidental		-	13.10	According to CPI	According to CPI	According to CPI
Meal Rates						
Breakfast		-	17.00	According to CPI	According to CPI	According to CPI
Lunch		-	26.10	According to CPI	According to CPI	According to CPI
Dinner		-	36.70	According to CPI	According to CPI	According to CPI
<b>Hardship</b>	62	-	34.50	According to CPI	According to CPI	According to CPI

\* (%) Allowance based on a percentage of the 3rd pay point of Band 2 in the Administrative & Corporate Service Officer salary structure

## **Attachment 3 – Classification Stream Descriptors and Stream Specific Progression Principles**

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

### **1 Administrative and Corporate Services Officers**

#### 1.1 Descriptor:

- (a) The Administrative and Corporate Services Classification Stream includes positions that are primarily clerical or administrative in nature and provide a range of operational/corporate support functions.
- (b) Administrative and Corporate Services positions cover a broad range of disciplines, including finance, procurement, occupational health and safety, training, marketing, project administration, economics, human resources, information technology and similar.
- (c) At higher classification levels within the stream, positions may include advisory, supervisory, and/or project management responsibilities.
- (d) Example positions in this stream include, but are not limited to, Administrative Assistant, Personal Assistant, Procurement Officer, Human Resources Consultant, OHS Consultant, Training Advisor

#### 1.2 Entry/progression requirements:

##### *Trainee*

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

##### *Undergraduate*

- (f) The Undergraduate Administrative and Corporate Services classification provides an opportunity to pursue a career with Territory Generation in the Administrative and Corporate Services Stream whilst gaining a relevant degree qualification. Examples of degree qualifications include economics, commerce, law, accounting, business, information technology and human resources.
- (g) Undergraduate Administrative and Corporate Services employees will be employed on a fixed period contract of employment until attainment of a relevant qualification.
- (h) Existing employees who transfer to the Undergraduate classification will maintain their employment status as ongoing or fixed period.
- (i) An Undergraduate may be eligible to access Territory Generation's study assistance scheme, except in the case of undergraduate vacation employees employed by Territory Generation on a short term fixed period basis who are not eligible.
- (j) An offer of ongoing employment as a Graduate will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances

prevailing at the time, continuing work demand, and the successful performance of the individual Undergraduate.

#### *Graduate*

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

## **2 Science and Engineering Professionals**

### 2.1 Descriptor:

- (a) The Science and Engineering Professional Classification Stream includes positions that require a scientific or engineering degree qualification.
- (b) Science and Engineering Professional positions generally have a strong analytical focus and provide professional advice, services and support in specialist fields of competence.
- (c) At higher classification levels within the stream, positions may include supervisory and/or project management responsibilities.
- (d) Example positions in this stream include, but are not limited to, Asset Engineer, Electrical Plant Engineer, Mechanical Plant Engineer, Control Systems Engineer, Performance and Reliability Engineer.

### 2.2 Entry/progression requirements:

#### *Undergraduate*

- (a) The Undergraduate Science and Engineering classification provides an opportunity to pursue an engineering or science career with Territory Generation whilst gaining an Engineering or Science degree qualification.
- (b) Undergraduates will be employed on a fixed period contract of employment until attainment of an Engineering or Science degree qualification.
- (c) Existing employees transferred to the Undergraduate classification will maintain their employment status as ongoing or fixed period.
- (d) An Undergraduate may be eligible to access Territory Generation's study assistance scheme, except in the case of undergraduate vacation employees employed by Territory Generation on a short term fixed period basis who are not eligible.
- (e) An offer of ongoing employment as a Graduate will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Undergraduate.

#### *Graduate*

- (f) The Science and Engineering Graduate classification provides recent Science or Engineering graduates an opportunity to pursue a science or engineering career with Territory Generation.
- (g) The mandatory minimum entry qualification is a science or engineering degree.

- (h) The entry level pay point is:
  - (i) Band 2 Pay Point 1 for a Graduate with a 3 year degree; or
  - (ii) Band 2 Pay Point 2 for a Graduate with a 4 year degree.
- (i) Graduates will participate in Territory Generation's Science and Engineering Graduate Programme.
- (j) On successful completion of the Graduate Programme a graduate may be transferred to an available Band 2 Science and Engineering Professional position at their current pay point.

*Science and Engineering Professional*

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

### **3 Technical Coordinator**

#### 3.1 Descriptor:

- (a) The Technical Coordinator Classification Stream includes positions that are primarily involved in the coordination of technical functions in the delivery of a service. Incumbents typically require a technical or trade based background and relevant supervisory or managerial experience. Technical coordinator positions may involve coordination or management of people, contracts, budgets or projects, planning and scheduling of resources.
- (b) Example positions in this stream include, but are not limited to, Site Supervisors, Maintenance Planner, Maintenance Coordinator, and Project Officer.

#### 3.2 Entry/progression requirements:

The mandatory minimum entry qualification is:

- (a) An AQF Certificate III or equivalent skills, knowledge and experience; and
- (b) Appropriate license(s) where applicable.

### **4 Technical Specialist**

#### 4.1 Descriptor:

- (a) The Technical Specialist Classification Stream includes positions that are primarily involved in the performance of technical functions in the delivery of a service, and/or specialist technical advice and guidance.
- (b) Technical specialist positions may include testing and protection, fault diagnosis and rectification, controls and communications, design and similar.
- (c) Example positions in this stream include, but are not limited to, Performance and Statistics Officer, Instrument Technician, and Condition Monitoring.

#### 4.2 Entry/progression requirements:

*Trainee*

- (a) The Trainee Technical classification provides an opportunity for employees with no relevant prior work experience to gain on the job skills and training whilst studying towards a Diploma of Engineering or equivalent.
- (b) Trainee Technical employees will be employed on a fixed period contract of employment until attainment of the Diploma of Engineering qualification, or its equivalent.
- (c) Existing employees who transfer to the Trainee Technical classification will maintain their employment status as ongoing or fixed period.
- (d) A Trainee Technical may be eligible to access Territory Generation's study assistance scheme.

- (e) An offer of ongoing employment will be at the discretion of Territory Generation and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Trainee Technical.

#### *Technical Specialist*

- (f) The Technical Specialist classification provides an opportunity for employees with a Diploma of Engineering (or equivalent), or a trade qualification or equivalent technical work experience to pursue a technical career with Territory Generation.
- (g) Subject to paragraph (h), Technical Specialist employees may progress to pay point 4 of the Technical Specialist classification without a Diploma of Engineering (or equivalent). Only those Technical Specialists who have attained Diploma or Engineering (or equivalent), or equivalent skills, knowledge and experience, may continue to progress through the full Technical Specialist classification pay point range.
- (h) Notwithstanding paragraph (g), the following Technical Specialist employees may progress through the full Technical Specialist classification pay point range in the absence of a diploma or equivalent skills, knowledge and experience:
  - (i) A former Service Coordinator who translated to the Technical Specialist stream as part of the Service Coordinator restructure that occurred in 2010; and
  - (ii) An employee who does not hold a diploma or equivalent but was already classified as a Technical Specialist prior to 2010.
- (i) Technical Specialist employees are encouraged to gain a Diploma of Engineering (or equivalent).

#### *Senior Technical Specialist*

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

## **5 Trade Technical**

### 5.1 Descriptor:

- (a) The Trade Technical Classification Stream includes positions that are trade based and provide field based operational service delivery functions including electrical, high voltage operation, mechanical, and instrumentation work.
- (b) At entry level, positions include Trade Assistant or apprentice roles which do not require a trade qualification.
- (c) Example positions in this stream include, but are not limited to, Mechanical Tradesperson and Electrical Tradesperson.

### 5.2 Entry/progression requirements:

#### *Trade Assistant*

- (a) The Trade Assistant classification is for roles which require physical operational work and don't require a trade qualification. These roles work under supervision of a qualified tradesperson. Examples include operating plant and machinery or similar.
- (b) Mature age Trade Assistants will be employed at a minimum pay point 3 of the Trade Technical classification.
- (c) The progression requirements for Trade Assistants are competency based and are defined in the Job Model Guidelines.
- (d) Trade Assistants may progress up to pay point 6 of the Trade Technical classification.
- (e) Pay progressions will be implemented no later than 3 months after the date of the assessment.



### *Trade Technical*

- (f) The mandatory minimum entry qualification is:
  - (i) An AQF Certificate III or equivalent skills, knowledge and experience; and
  - (ii) Appropriate license(s) where applicable.
- (g) Fully qualified tradespersons with limited recent practical experience will commence at pay point 5 of the Trade Technical classification as a minimum, and will progress to the pay point 6 on the successful completion of the probationary period.
- (h) Fully qualified tradespersons with substantial recent, practical trade experience will commence at pay point 7 of the Trade Technical classification as a minimum.
- (i) An open entry process applies, having regard to established guidelines, which allows new Trade Technical employees to be appointed above pay point 7 of the Trade Technical classification in recognition of relevant skill and experience.
- (j) Pay progression requirements for Trade Technical employees are competency based and are defined in the Job Model Guidelines.
- (k) Pay progressions will be implemented no later than 3 months after the date of the assessment.

## **6 Operator**

### 6.1 Descriptor:

The Operator Classification Stream includes positions that are primarily involved in monitoring and operating Power Stations, and may be involved in the monitoring and operational control of electrical systems comprising PWC's power network.

- (a) Example positions in this stream include, but are not limited to, Assistant Panel Controller and Panel Controller.

### 6.2 Entry/progression requirements:

#### *Operator*

- (a) The mandatory minimum entry qualification is:
  - (i) An AQF Certificate III or equivalent skills, knowledge and experience; and
  - (ii) Appropriate license(s) where applicable.
- (b) Fully qualified Operators with limited relevant practical experience will commence at pay point 1 of the Operator classification.
- (c) An open entry process applies, having regard to established guidelines, which allows new Operator employees to be appointed above pay point 1 of the Operator classification in recognition of relevant skill and experience.
- (d) Pay progression requirements for Operators are competency based and are defined in the Job Model Guidelines.
- (e) Pay progressions will be implemented no later than 3 months after the date of the assessment.

#### *Senior Operator*

- (f) The mandatory minimum entry qualification for a Senior Operator 1 is:
  - (i) An AQF Certificate IV in a relevant discipline (eg: power systems, generation) or equivalent skills, knowledge and experience; and
  - (ii) Appropriate license(s) where applicable.
- (g) The mandatory minimum entry qualification for a Senior Operator 2 is:
  - (i) A diploma in a relevant discipline (eg: power systems, generation) or equivalent skills, knowledge and experience; and
  - (ii) Appropriate license(s) where applicable.

- (h) The progression requirements for Senior Operators are competency based and are defined in the Job Model Guidelines.
- (i) Pay progressions will be implemented no later than 3 months after the date of the assessment.

6.3 Provision for pay parity:

- (a) Territory Generation recognises that the development of a new wholesale electricity market has the potential to change the roles and responsibilities of Operators over the life of this Agreement.
- (b) To provide sufficient flexibility within the Operator classification stream to accommodate these potential changes, and to ensure pay parity at the base salary level between Operator positions and other technical positions with a corresponding work value, Territory Generation agrees to apply the Senior Technical Specialist classification structure salary rates (refer Technical Specialists Salary set out at **Attachment 1**) to Operator positions that undergo a job evaluation and are shown to have a job value that corresponds with the Senior Technical Specialists range.

## **7 Operator/Maintainer**

7.1 Descriptor:

- (a) The Operator/Maintainer Classification Stream is involved in operating and maintaining Power Stations.

7.2 Entry/progression requirements:

- (a) The mandatory minimum entry qualification is:
  - (i) An AQF Certificate III or equivalent skills, knowledge and experience;
  - (ii) An AQF Certificate IV in a relevant discipline (eg: power systems, generation) or equivalent skills, knowledge and experience; and
  - (iii) Appropriate license(s) where applicable.
- (b) Fully qualified Operator Maintainers with limited relevant practical experience will commence at pay point 1 of the classification.
- (c) An open entry process applies, having regard to established guidelines, which allows new Operator Maintainer employees to be appointed above pay point 1 of the classification in recognition of relevant skills and experience.
- (d) Pay progression requirements for Operator Maintainers are competency based and are defined in the Job Model Guidelines.
- (e) Pay progressions will be implemented no later than 3 months after the date of the assessment.

7.3 Provision for pay parity:

- (a) Territory Generation recognises that efficiency is a pivotal driver of our success and as we explore greater efficiencies there is the potential to change the roles and responsibilities of Operator Maintainers over the life of this Agreement.
- (b) To provide sufficient flexibility within the Operator Maintainer classification stream to accommodate these potential changes, and to ensure pay parity at the base salary level between Operator Maintainer positions and other technical positions with a corresponding work value, Territory Generation agrees to apply the Senior Technical Specialist classification structure salary rates (refer Senior Technical Specialist salary set out at Attachment 1) to Operator Maintainer positions that undergo a job evaluation and are shown to have a job value that corresponds with the Senior Technical Specialist range.

## **Attachment 4 – Northern Territory Public Sector Redeployment and Redundancy Entitlements**

### **1. Definitions**

1.1 For the purposes of these provisions:

- (a) “potentially surplus employee” means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act.
- (b) “service” means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with By-Law 45.1 (General).
- (c) “suitable employment” means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.
- (d) “surplus employee” means an employee in relation to whom the CEO has requested that the employer exercise his or her powers under section 43 of the PSEM Act.
- (e) “union” means a trade union as defined in the FW Act and which is covered by this Agreement.

### **2. Consulting Relevant Unions**

2.1 The CEO will make reasonable attempts to establish whether a potentially surplus employee is a union member and where union membership is established, must:

- (a) notify the relevant union of the potentially surplus situation and the name of the employee; and
- (b) invite the union to meet with an Agency representative in relation to the situation.

2.2 The employer and/or CEO will provide relevant unions with the number of potentially surplus employees, their agency and their designation.

### **3. Finding of Other Suitable Employment**

3.1 The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.

3.2 In addition to any other action the employer and/or the CEO may have taken in the period before notice is given in accordance with clauses 4 or 5, the employer and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

3.3 Where other suitable employment for a potentially surplus employee or a surplus employee is identified the employee will be transferred. Where the transfer is to a lower level

designation and salary, the written consent of the employee is required and the income maintenance provisions of clause 6.3 apply.

#### **4. Voluntary Retrenchment**

- 4.1 Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.
- 4.2 The surplus employee will have up to seven (7) days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- 4.3 Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of four (4) weeks' notice from the date that the offer is accepted, or five (5) weeks' notice if the employee is over the age of 45 years.
- 4.4 The surplus employee may be retrenched at any time within the period of notice under clause 4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- 4.5 A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks' salary including, where applicable, Northern Territory Allowance:
  - (a) for an employee with at least one (1) year but less than two (2) years' service: four (4) weeks' salary;
  - (b) for an employee with at least two (2) years but less than three (3) years' service: six (6) weeks' salary;
  - (c) for an employee with between three (3) and three and a half (3.5) years' service: seven (7) weeks' salary; and
  - (d) for an employee with greater than three and a half (3.5) years' service: two (2) weeks' salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks' salary.
- 4.6 For the purpose of calculating payment under clause 4.5:
  - (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that he or she is a surplus employee, the salary level is the employee's salary in his or her higher designation at the date of notification; and
  - (b) where an employee has been paid a loading for shift work for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of "weeks' salary".
- 4.7 The inclusion of allowances or loadings as salary, other than those specified in clause 4.6, will be at the discretion of the employer.

- 4.8 The entitlement under:
- (a) Clause 4.3 constitutes notice for the purposes of section 117 of the FW Act; and
  - (b) Clause 4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- 4.9 All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 4.10 Subject to clause 4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.
- 4.11 A surplus employee is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and his or her recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

## **5. Notice of Redundancy**

- 5.1 A surplus employee cannot be given notice under this clause unless he or she has:
- (a) been offered a voluntary retrenchment and has declined that offer; or
  - (b) has requested a voluntary retrenchment and the employer has refused the request.
- 5.2 Subject to clause 5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:
- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
  - (b) where the employee has 20 or more years' service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.
- 5.3 In addition to notice of redundancy under clause 5.2, a surplus employee must be given four weeks' formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause 5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- 5.4 The period of notice under clause 5.3 constitutes notice for the purposes of section 117 of the FW Act.
- 5.5 The period of notice under clause 5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

*Example: A 50 year old employee with 4 years' service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks' notice of redundancy and the NES entitlement to 8 weeks' redundancy pay which will be paid on termination.*

- 5.6 In accordance with clause 3.2, during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.
- 5.7 With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 5.2 or 5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.
- 5.8 Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 5.2 and 5.3.
- 5.9 A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 5.2 and 5.3 being invoked, is not entitled to receive a greater payment under clause 5.8 than the employee would have been entitled to receive had he or she been voluntarily retrenched.
- 5.10 For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 5.2 or 5.3 is entitled:
- (a) to reasonable leave with full pay; and
  - (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

## **6. Transfer to other suitable employment**

- 6.1 A potentially surplus employee or a surplus employee is entitled to four weeks' notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the four week notice period.
- 6.2 A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving his or her household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.
- 6.3 Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:
- (a) where the period of notice of redundancy has already been invoked, the greater of:
    - (i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 5.2; or
    - (ii) four weeks; or
  - (b) where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 5.2.

- 6.4 Income maintenance payments are calculated as follows:
- (a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or
  - (b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which he or she received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.
- 6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause (b), is at the discretion of the employer.
- 6.6 An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of his or her transfer which in the opinion of the Employer were brought about by the transfer.

## **7. Use of Accrued Personal Leave**

- 7.1 Subject to clause 7.2, the periods of notice under clauses 5.2 and 5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.
- 7.2 For the purposes of an employee entitled to income maintenance under clause 6.3, the total extension permitted under clause 7.1 is capped at six months.

*Example: A 50 year old employee with 10 years' service receives notice of redundancy under clause (b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes four weeks' certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.*

## **8. Right of Review**

- 8.1 A surplus employee will have a right of review to the CPE against any administrative decision made in relation to his or her eligibility for benefits under these provisions or in relation to the amount of those benefits.
- 8.2 This right does not affect the employee's rights under the FW Act.

## **9. Substitution or Other Provisions**

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

## **10. Exemption**

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



## Attachment 5 – Safety initiative bonus table

Territory Generation’s safety initiative bonus scheme consists of the following elements:

<b>Part A: Corporate Safety Initiative Bonus</b>			
Elements*	KPI	Target	Bonus Amounts
<b>1. Lead Indicators</b>	Incidents reported within 24 hours of	80% of all incidents (as yearly average)	<b>\$250</b>
	Investigations finalised within 30 days of being reported	80% of all incidents (as yearly average)	
	Actions finalised within the allocated time frame	80% of all incidents (as yearly average)	
<b>2. Lag Indicator**</b>	LTIs	$\leq 1$	<b>\$250</b>
		$> 1$ but $\leq 3$	<b>\$125</b>
<b>Part B: Individual Safety Initiative Bonus</b>			
Individual Safety Initiatives  All employees choose three (3) individual KPI items	Complete Safe Act Observations (SAOs)	<ul style="list-style-type: none"> <li>▪ For employees who do not have a set SAO target as part of their role: The completion of at least four (4) SAOs per year;</li> <li>▪ For employees with a set SAO target as part of their role: The completion of an additional four (4) SAOs per year above the set targets</li> </ul>	<b>\$500</b>
	Complete a Workplace Inspection within your work area	<ul style="list-style-type: none"> <li>▪ Completion of at least one (1) workplace inspection per year which is formally recorded</li> </ul>	
	Participate as a member of a Workplace Health and Safety Committee	<ul style="list-style-type: none"> <li>▪ For employees based at operational sites: Attendance at a minimum of 80% of scheduled meetings</li> <li>▪ For employees based at head office: Attendance at a minimum of two (2 ) on-site WHS Committee meetings</li> </ul>	
	Be elected and perform of the role of a Workplace Health and Safety Committee Chair or Secretariat	<ul style="list-style-type: none"> <li>▪ Performing the role of an elected WHS Committee Chair or Secretariat for one (1) year</li> </ul>	

<p>Individual Safety Initiatives</p> <p>All employees choose three (3) individual KPI items</p>	Election to, and performance of, duties as a Health and Safety Representative (HSR)	<ul style="list-style-type: none"> <li>▪ In accordance with the Workplace Health and Safety Act 2007</li> </ul>	
	Carry out duties as a nominated Fire Warden Officer	<ul style="list-style-type: none"> <li>▪ In accordance with description of role, including completion of required Warden training.</li> </ul>	
	In accordance with description of role, including completion of required First Aid training	<ul style="list-style-type: none"> <li>▪ Carry out duties as a nominated First Aid Officer (Head office only)</li> </ul>	
	Identify and implement (in consultation with your supervisor) a valid safety improvement within your work unit	<ul style="list-style-type: none"> <li>▪ Completion of a minimum of one (1) safety improvement as agreed with Supervisor</li> </ul>	
	Conduct a relevant Safety presentation at a tool box or other team meeting (as approved by your Supervisor)	<ul style="list-style-type: none"> <li>▪ Completion of a minimum of one (1) presentation as agreed with supervisor</li> </ul>	
	Participation on an incident/accident investigation panel	<ul style="list-style-type: none"> <li>▪ Active participation on at least two (2) investigation panels.</li> </ul>	
	Attend mandatory safety related training as agreed with your Supervisor	<ul style="list-style-type: none"> <li>▪ Completion of all identified mandatory safety training</li> </ul>	

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

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

## **Attachment 6 – Work Life Balance Initiatives**

### **1 General**

- 1.1 In addition to the principles contained in clause 20 (Work Life Balance Package) of the Agreement, access to the initiatives set out below must be in accordance with this Attachment.
- 1.2 The provisions of this Attachment do not apply to casual employees.
- 1.3 In accessing the leave initiatives set out below, it is not intended that employees be advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

### **2 Recreation Leave at Half Pay**

- 2.1 An employee may apply to utilise one or more weeks of his/her recreation leave at half pay, in order to double the period of leave.
- 2.2 An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 2.3 Where an employee utilises an amount of recreation leave at half pay:
  - (a) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay;  

For example, if an employee utilises 2 weeks of recreation leave over a period of 4 weeks at half pay, all leave entitlements will accrue over the first 2 weeks of leave, as if the employee was on recreation leave with full pay, and no leave entitlements will accrue over the final 2 weeks of recreation leave on half pay.
  - (b) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 2.4 A period of recreation leave at half pay does not break continuity of service.
- 2.5 The second half of the period of recreation leave at half pay will not count as service and service based entitlements will be effected accordingly.  

For example: If an employee utilises 2 weeks recreation leave over a period of 4 weeks at half pay, service based entitlements (eg: personal leave, long service leave, paid parental leave) will be deferred by 2 weeks.

### **3 Purchase of Additional Leave (“Purchased Leave”)**

- 3.1 Entitlement to purchased leave
  - (a) An employee who has completed twelve (12) months continuous service may, with approval of the CEO, purchase up to six weeks additional leave per year with a corresponding reduction in the number of working weeks.  

Note: Additional leave purchased under clause 80.4(b) does not count towards the additional leave available for purchase under this clause.
  - (b) An employee cannot access recreation leave at half pay whilst under a purchased leave arrangement.
- 3.2 Method of purchase
  - (a) Additional leave must be purchased in advance and must be used within six (6) months after payment is completed.
  - (b) An employee purchasing additional leave will pay an amount equal to salary for the additional leave over a twelve (12) month period. Payments will be deducted from the employee’s gross fortnightly salary.

For example, Fred earns an annual gross salary of \$47,006 or \$1802.15 per fortnight. He purchases an additional 4 weeks leave which equates to two fortnightly pays (ie. \$3604.30). Fred’s fortnightly deductions over a 12 month period (26 pays) would be:

- \$138.80 for the first deduction; and
- \$138.62 for the remaining 25 deductions.

*(Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave).*

- (c) The employee's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.
- (d) A period shorter than twelve (12) months for purchasing additional leave may be implemented with the CEO's approval.

### 3.3 Administrative

- (a) For the period over which payments are being deducted from an employee's salary to fund a purchased leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the employee was paid:
  - (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS employees; and
  - (ii) after purchased leave deductions being made in the case of Choice of Fund employees.
- (b) Purchased leave will count as service for all purposes.
- (c) Purchased leave does not attract a leave loading.
- (d) Before accessing the additional leave an employee who purchases additional leave will be required to exhaust all available:
  - (i) recreation leave entitlements; and
  - (ii) long service leave entitlements, except where the employee has satisfied the conditions of clause 78.2.
- (e) Provided that such requirement is waived in circumstances where an employee endeavours to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of Territory Generation.
- (f) If an employee does not use the purchased leave within the period agreed and leave is not deferred, it will lapse and the employee will be reimbursed monies paid.
- (g) Purchased leave must be taken in minimum periods of one week.
- (h) A public holiday that falls within a period of purchased leave will extend the period of leave.

### 3.4 Independent Advice

Prior to entering into or ceasing a purchased leave arrangement an employee should seek, at his/her own expense, independent advice regarding:

- (a) his/her financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

### 3.5 Agreement

- (a) A purchased leave agreement must be in writing.
- (b) A purchased leave agreement is non-renewable. On the expiry of an existing agreement, the employee may lodge a new application for approval by the CEO.

### 3.6 Cessation of purchased leave

- (a) A purchased leave arrangement may cease in the following ways:
  - (i) At the request of the employee on the giving of four (4) weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.
  - (ii) At the initiative of the CEO, on the giving of three (3) months written notice to the employee, along with reasons for the cessation.
  - (iii) The employee ceases employment with Territory Generation;

- (iv) The employee moves to a new work area within Territory Generation or to another Agency (unless the new work area or Agency agrees to continue the arrangement).
- (b) Where a purchased leave arrangement ceases in accordance with paragraph (a), the employee will be reimbursed a lump sum payment of monies paid within two (2) months of the date of cessation, provided that where the employee has already commenced the period of purchased leave, he or she will be reimbursed monies paid on a pro-rata basis, in accordance with the portion of monies relating to the unused period of leave.

SIGNATURE PAGE

.....  
Commissioner for Public Employment

Name: Craig John Allen  
Address: GPO Box 4371  
Darwin NT 0801  
Dated:

.....  
Australian Manufacturing Workers Union  
Signed as a bargaining representative of employees covered by this Agreement  
Name:  
Address:  
Dated:

.....  
Northern Territory Organiser  
Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services  
Union of Australia (ETU Branch)  
Signed as a bargaining representative of employees covered by this Agreement  
Name: Paul Kirby  
Address: GPO Box 4053, Darwin, NT, 0801  
Dated:

.....  
NT Regional Director  
Community and Public Sector Union  
Signed as a bargaining representative of employees covered by this Agreement  
Name: Kay Densley  
Address: GPO Box 458, Darwin, NT, 0801  
Dated:

.....  
Director Industrial Relations  
Association of Professionals, Engineers, Scientists Managers Australia  
Signed as a bargaining representative of employees covered by this Agreement  
Name: Michael Butler  
Address: Level 3, 163 Eastern Road, South Melbourne, VIC, 3205  
Dated: