

**2007 – 2010**

**POWER AND WATER UNION COLLECTIVE AGREEMENT**

**WORKING TOGETHER TO MEET THE CHALLENGE**

## PART A - APPLICATION AND OPERATION OF AGREEMENT

### 1. Title

This Agreement shall be known as the 2007 - 2010 Power and Water Union Collective Agreement – Working Together to Meet the Challenge.

### 2. Arrangement

Clause No.	Subject Matter	Page No.
PART A - APPLICATION AND OPERATION OF AGREEMENT .....		
1.	Title.....	2
2.	Arrangement .....	2
3.	Definitions.....	4
4	Parties Bound .....	5
5	Relationship to PSEMA and Awards.....	5
6	Objectives of Agreement .....	5
7	Anti-Discrimination.....	6
8	Employment Security .....	6
9	Period of Operation.....	6
10	Variation .....	6
11	No Extra Claims .....	7
PART B - CONSULTATION AND DISPUTE RESOLUTION .....		
12	Disputes Settlement Procedures .....	8
13	Joint Consultative Committee .....	10
14	Performance Management Review.....	11
15	Introduction and Management of Change .....	11
16	HCSCC Restructure .....	12
17	Flexible Employment Arrangements.....	12
18	Work Life Balance Package .....	12
PART C - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS .....		
19	Recognition of Prior Employment .....	14
20	Part-time Employment.....	14
21	Casual Employment .....	14
22	Apprentices .....	14
23	Probation .....	15
24	Termination.....	15
25	Code of Conduct .....	16
26	Medicals.....	16
27	Redeployment and Redundancy .....	16
28	Productivity .....	16
29	Training and Development.....	17
30	Safety.....	17
31	Safety Bonus .....	18
32	Work Organisation .....	18
33	Employment Opportunities, Workforce Composition, Size and Flexibility.....	18
34	Remote Localities.....	19
35	Compulsory Transferees .....	20
36	Use of Work Vehicles .....	20
37	Laundry Facilities .....	20
38	Notice Board .....	20
PART D - RATES OF PAY AND RELATED MATTERS .....		
39	Rates of Pay .....	21
40	Adjustments in Salaries and Allowances .....	21
41	Payment of Salaries and Allowances .....	21
42	Annualised or Average Salaries .....	21
43	Salary Structure.....	22
44	Service Workers.....	22

45	Junior Rates .....	23
46	Performance Management .....	23
47	Choice of Superannuation Fund.....	24
48	Salary Sacrifice for Employer Superannuation.....	24
49	Salary Sacrifice Packaging .....	24
	<b>PART E - ALLOWANCES AND SPECIAL RATES.....</b>	<b>26</b>
50	Industry Specific Skills Allowance .....	26
51	Dual Trade Market Allowance.....	27
52	Availability Allowance .....	27
53	Consolidated Disability Allowance .....	27
54	Extra Duty Allowance .....	28
55	Service Coordinator Allowance .....	29
56	Higher Duties Allowance.....	29
57	Professional Development Allowance .....	29
58	Pre-eminent Professional Allowance.....	30
59	HV Field Operator Allowance.....	30
60	Northern Territory Allowance .....	30
61	Offshore Conditions .....	30
62	Relocation Allowance .....	31
63	Relocation Expenses - Appointment or Transfer.....	31
64	Team Leader Allowance .....	32
65	Travelling Allowance .....	32
66	Tool Allowance .....	33
67	Allowance for Damaged Clothes and Tools .....	33
68	Asbestos Allowance.....	33
69	Motor Vehicle Allowance.....	33
70	First Aid Allowance.....	33
	<b>PART F - HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME .....</b>	<b>35</b>
71	Span of Hours .....	35
72	Rostered Days Off.....	35
73	Flexible Working Hours (Flexitime) .....	35
74	Work At Public Forums .....	36
75	Overtime.....	36
76	Call Out Arrangements, Rates of Payment, Rest Periods and Minimum Payments .....	38
77	Relief for Regional Centres .....	39
78	Meal Breaks and Overtime Meal Allowances .....	39
79	Shift Work.....	40
80	Short-Term Shift Work .....	42
	<b>PART G - TYPE OF LEAVE AND PUBLIC HOLIDAYS.....</b>	<b>43</b>
81	Public Holidays .....	43
82	Compassionate Leave.....	43
83	Long Service Leave .....	43
84	Parental Leave.....	44
85	Recreation Leave .....	52
86	Recreation Leave Loading.....	54
87	Recreation Leave Airfares .....	55
88	Personal Leave .....	55
89	Emergency Leave .....	58
90	Special Leave Without Pay.....	58
91	Miscellaneous Leave.....	58
92	Leave to Attend Industrial Relations Business.....	58
93	Release to Attend as a Witness .....	58
94	Release for Jury Service .....	59
95	Workplace Relations Training Leave .....	59
96	Study Leave .....	59
	Attachment 1 – Salary Structures .....	61
	Attachment 2 – Redeployment and Redundancy Provisions.....	65
	Attachment 3 – Work Life Balance Initiatives.....	79
	Attachment 4 – Progression Criteria.....	84

### 3. Definitions

For the purpose of this agreement the following general definitions apply:

- (a) "2004 Agreement" means the 2004 – 2007 Power and Water Certified Agreement – Working Together to meet the Challenge;
- (b) "Agreement" means the 2007 – 2010 Power and Water Union Collective Agreement;
- (c) "AIRC" means the Australian Industrial Relations Commission;
- (d) "AQF" means Australian Qualification Framework;
- (e) "CIPS" means Channel Island Power Station;
- (f) "CPE" means the Commissioner for Public Employment;
- (g) "consultation" means the timely exchange of relevant information and ideas in such a manner that the parties have the actual and genuine opportunity to influence the outcome;
- (h) "continuous service" in relation to a period of service by an employee, means a period of service with an 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, a State or a Territory;
- (i) "counts as salary for all purposes" in relation to the Industry Specific Skills, Dual Trade Market, Consolidated Disability, HV Field Operator, Service Coordinator, Recreation Leave and First Aid Allowances paid under this Agreement, means that 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, and superannuation and workers' compensation subject to any relevant governing legislation;
- (j) "defacto spouse" 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;
- (k) "EMC" means the Power and Water Executive Management Committee;
- (l) "HCSCC" means Hudson Creek System Control Centre;
- (m) "immediate family" means a spouse, child, parent, grandparent, grandchild, or sibling of the employee or of a spouse of an employee;
- (n) "JCC" means the Joint Consultative Committee, comprising employee and management representatives in accordance with clause 13.2;
- (o) "JES" means job evaluation system;
- (p) "KBI" means key behavioural indicator;
- (q) "KPI" means key performance indicator;
- (r) "LTI" means lost time injury;
- (s) "MD" means the Managing Director of the Power and Water Corporation;
- (t) "medical certificate" means a certificate signed by a registered health practitioner;
- (u) "mutual agreement" means an agreement which has been arrived at between directly affected employees and Power and Water, without duress being applied to either party;
- (v) "NTPS" means the Northern Territory Public Sector;
- (w) "Power and Water Band 2.3" means the salary that an employee receives at the third pay point of Band 2 in the Administrative and Corporate Service Officer salary structure set out at Attachment 1;
- (x) "PSEMA" means the Northern Territory *Public Sector Employment and Management Act* and includes the Regulations, By-laws, Employment Instructions and Determinations made under that Act;

- (y) "Power and Water" means the Power and Water Corporation;
- (z) "RDO" means rostered day off;
- (aa) "RGPS" means Ron Goodin Power Station;
- (bb) "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 the Commonwealth, States or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type);
- (cc) "shall" means mandatory;
- (dd) "should/may" means discretionary;
- (ee) "spouse" includes a de facto spouse, former spouse or former de facto spouse;
- (ff) "status quo" means the circumstances that prevailed immediately prior to any change being implemented;
- (gg) "union" means union or association; and
- (hh) "WRA" means the *Workplace Relations Act 1996*.

#### **4 Parties Bound**

This Agreement shall be binding on:

- (a) The CPE;
- (b) Association of Professional 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) All employees in the streams that appear in **Attachment 1**.

#### **5 Relationship to PSEMA and Awards**

- 5.1 The provisions of PSEMA apply to Power and Water employees, unless otherwise stated in this Agreement.
- 5.2 This Agreement shall be read and interpreted in conjunction with the PSEMA, and shall prevail over the PSEMA to the extent of any inconsistency.
- 5.3 This Agreement is a comprehensive agreement and expressly includes all former award terms and conditions that the parties intend to continue to apply. All other award terms and conditions are excluded, including protected award conditions (as defined in the WRA, as amended from time to time) and all terms that are about or incidental to protected award conditions.

#### **6 Objectives of Agreement**

- 6.1 The parties understand the need for a cooperative approach to achieve the implementation of this Agreement.
- 6.2 The parties agree that continuous improvement strategies shall contribute to the efficiency and productivity of Power and Water.
- 6.3 It is the intention of the parties to build upon and enhance the human resource management reforms contained in the 2004 Agreement through improved human resource practices, flexibility in working arrangements, staff development, management and professional development programs and other programs of continuous improvement.

- 6.4 The parties acknowledge 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.
- 6.5 The parties shall employ the consultative mechanisms referred to in clause 15 – Introduction and Management of Change.

## **7 Anti-Discrimination**

- 7.1 It is the intention of the parties to this Agreement to achieve the principal object in s.3(j) of the WRA through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 7.2 Accordingly, in fulfilling their obligations under clause 12 – Disputes Settlement Procedures, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 7.3 Nothing in this clause is taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or Northern Territory anti-discrimination legislation;
  - (b) an employee, employer or registered organisation, pursuing matters of discrimination in any State, Territory or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission, or the Northern Territory Anti-Discrimination Commissioner; or
  - (c) the exemptions in s.659(3) and (4) of the WRA.

## **8 Employment Security**

- 8.1 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within Power and Water, the parties agree that there shall be no involuntary redundancies and no job losses arising from the implementation of this Agreement.
- 8.2 The agreement 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 fifty kilometre radius of his/her original work location.
- 8.3 Employees who may find their positions redundant during the life of this Agreement shall have their salary maintained, without reduction including future salary increases, for the tenure of their employment with Power and Water.

## **9 Period of Operation**

This Agreement shall commence on the date it is lodged and remain in force until 8 August 2010.

## **10 Variation**

- 10.1 This Agreement may only be varied in accordance with the WRA.
- 10.2 The parties acknowledge that this Agreement contains provisions which require the parties to examine or review existing pay and conditions, and that it is intended that the outcomes of such examination or review shall be implemented during the life of this Agreement.

## **11 No Extra Claims**

- 11.1 This Agreement constitutes a final settlement of the parties' claims.
- 11.2 This Agreement, together with PSEMA, is intended to set out, or set out processes for determining, all the terms and conditions of employment of the employees who shall be subject to this Agreement, until its expiry.
- 11.3 The parties agree that they shall not for the period from commencement of this Agreement until its expiry, make claims for the making of a further agreement under the WRA, whether in relation to matters dealt with in this Agreement or otherwise.

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

### **12 Disputes Settlement Procedures**

- 12.1 Subject to sub-clause 12.2, in the event of a dispute arising in relation to a matter covered by this Agreement the following procedure shall apply.
- 12.2 This clause does not prevent an employee who is aggrieved by his or her treatment in employment from instead seeking review under section 59 of PSEMA.
- 12.3 Subject to sub-clause 12.7, a party to a dispute may appoint another person, organisation or association to accompany or represent them, at any stage of the dispute.
- 12.4 In the event of a dispute, parties shall in the first instance endeavour to resolve the matter internally, as follows:
- (a) The employee shall 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;
  - (b) If the matter cannot be resolved under paragraph (a) above, the matter shall be referred in writing to the relevant manager for resolution;
  - (c) If the matter cannot be resolved under paragraph (b) above, the matter shall be referred in writing to the relevant General Manager for resolution;
  - (d) If the matter cannot be resolved under paragraph (c) above, the matter shall be referred in writing to the MD for resolution; and
  - (e) If the matter cannot be resolved under paragraph (d) above, the matter shall be referred in writing to the CPE for resolution.
- 12.5 The internal procedures referred to in sub-clause 12.4 shall be carried out as expeditiously as is practicable, and where possible, attempts to resolve the matter under sub-clauses 12.4(b) to 12.4(e) shall begin within 48 hours of the written request being received.
- 12.6 If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with sub-clause 12.4, any party may refer the dispute to the AIRC under Division 5 of Part 13 of the WRA, for resolution first by conciliation or mediation and, if the dispute remains unresolved, by arbitration. Subject to the procedures of the AIRC, a matter referred to it under this clause shall be dealt with by the Commissioner nominated by either the head of the relevant panel or the President of the AIRC.
- 12.7 In any matter before the AIRC, a party may be represented by counsel or solicitor with leave from the AIRC. In deciding whether to grant leave, the AIRC shall have regard to the following:
- (a) Whether such representation would assist the party to bring the best case possible;
  - (b) Whether such representation would assist the AIRC in exercising its powers under this clause;
  - (c) The complexity of the factual and legal issues relating to the proceeding; and
  - (d) Any special circumstances that make such representation desirable.
- 12.8 In exercising its powers under this clause, the AIRC may adopt such procedures, take such action, or make such directions, as it considers appropriate to assist the parties in reaching a prompt settlement of the dispute, including:
- (a) Arranging conferences of the parties or their representatives at which a member of the AIRC is present;
  - (b) Arranging for the parties or their representatives to confer amongst themselves at conferences at which a member of the AIRC is not present;

- (c) Consulting with the parties individually and/or collectively, or formally and/or informally;
  - (d) Requesting oral or written submissions;
  - (e) Conducting site visits;
  - (f) Requesting the production of documents, books, records or other things that it considers may assist in the resolution of the matter;
  - (g) Requesting the appearance, or summoning before it, any person who it considers would assist in the resolution of the matter;
  - (h) Requiring other processes or procedures to be undertaken so as to enable it to determine the dispute in a just and expeditious way; and
  - (i) Doing all other such things as are necessary to implement a decision of AIRC.
- 12.9 The parties commit to taking such reasonable action as is necessary to comply with a request or direction of the AIRC under sub-clause 12.8. A failure to honour this commitment may be taken into account by the AIRC when exercising its powers under this clause, except where such failure is due to circumstances beyond the control of the party.
- 12.10 The AIRC must, as far as is practicable, act:
- (a) without delay;
  - (b) in a way that avoids unnecessary technicalities and legal forms; and
  - (c) in accordance with this Agreement.
- 12.11 Where the parties are unable to reach agreement in relation to a matter arising during conciliation or mediation, the AIRC may make a recommendation in relation to the matter. Where either party fails to inform the AIRC of their intention to comply with the recommendation within 3 working days of the recommendation being made, the AIRC shall list the matter for arbitration.
- 12.12 In arbitrating a matter, the AIRC shall:
- (a) give the parties an opportunity to be formally heard;
  - (b) disregard any admissions, concessions, offers or claims made during conciliation or mediation;
  - (c) not be bound by technicalities, legal forms or rules of evidence;
  - (d) provide its decision in writing as soon as is practicable after the hearing.
- 12.13 A party may appeal an arbitrated decision of a single member of the AIRC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made. Subject to the procedures of the AIRC, an appeal under this clause shall be dealt with by three Commissioners nominated by either the head of the relevant panel or the President of the AIRC, provided that such Commissioners must hold the office of President, Vice President, Senior Deputy President or Deputy President.
- 12.14 An appeal under sub-clause 12.13 shall be by way of rehearing on the record. However, the Full Bench may hear evidence afresh, or hear additional evidence, if it considers it appropriate to effectively dispose of the matter.
- 12.15 On the hearing of the appeal, the Full Bench may:
- (a) Confirm, quash or vary the first instance decision;
  - (b) Make a decision dealing with the subject-matter of the first instance decision;
  - (c) Direct the member of the AIRC whose decision is under appeal, or another member of the AIRC, to take further action to deal with the subject matter of the decision in accordance with the directions of the full bench.
- 12.16 Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with the status quo, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the

employer of this concern and has not unreasonably failed to comply with a direction by the employer to perform other available work that is safe and appropriate for the employee to perform.

### **13 Joint Consultative Committee**

- 13.1 The JCC is a forum to regularly consult on the implementation of significant organisational and attitudinal reforms.
- 13.2 The JCC shall comprise the following membership:
  - (a) 3 Administrative/Corporate Service Officer stream representatives;
  - (b) 7 Technical/Service Coordinator/Service Worker stream representatives;
  - (c) 2 Science and Engineering Professional stream representatives; and
  - (d) General Managers or such other employer representatives nominated by Power and Water.
- 13.3 The JCC shall meet no less than six weekly with at least one meeting being held in a regional centre each year.
- 13.4 At its first meeting following the commencement of this Agreement, the existing JCC shall establish procedures for the:
  - (a) Nomination and appointment of representatives on the JCC;
  - (b) Term of such appointment;
  - (c) Filling of vacancies arising prior to the expiry of such term; and
  - (d) Election of workplace representatives for future working parties.
- 13.5 The JCC shall adopt a charter.
- 13.6 The schedule for the JCC shall be determined at the first meeting held after the lodgement of this Agreement.
- 13.7 The JCC should establish joint working parties to investigate and report on particular issues, including:
  - (a) Incentives for remote staff performing Service Worker and Coordinator roles;
  - (b) Improved vehicle arrangements (referred to in clause 36);
  - (c) Development and implementation of the Science and Engineering Professional graduate program;
  - (d) Review of the Service Coordinator stream; and
  - (e) Feasibility of developing a pool of "training positions" to assist in providing coverage of critical positions.
- 13.8 The following existing joint working parties shall continue:
  - (a) Fitness for Work Committee;
  - (b) Job Model Committee; and
  - (c) Performance Management Committee.
- 13.9 The revised scope and terms of reference of the joint working parties referred to in sub-clause 13.8 shall be agreed by the existing working party members and tabled at the second meeting of the JCC following the lodgement of this Agreement, with such terms of reference to include:
  - (a) in the case of the Job Model Committee, the development of a job model for staff performing Service Worker and Coordinator roles; and
  - (b) in the case of the Performance Management Committee, the issues specified in clause 14 (Performance Management Review).

- 13.10 Joint working parties shall be of limited duration and shall be given guidance and direction by the JCC.
- 13.11 The JCC shall have the following standing agenda items, as amended from time to time, with terms of reference to be developed:
- (a) Safety;
    - (i) Safety Project Team Report;
    - (ii) Business Unit Safety Committees minutes;
    - (iii) Reported Incidents;
    - (iv) Contractor Audits and Inspections;
  - (b) Action Sheet;
  - (c) Training and Development;
  - (d) Introduction and Management of Change; and
  - (e) Communication.
- 13.12 The parties acknowledge that the JCC has the power to make recommendations to the EMC, but is not a decision making body.
- 13.13 The JCC shall not consider the application, interpretation or modification of the terms and conditions of employment governed by this Agreement.
- 13.14 Power and Water and the JCC shall monitor implementation of this Agreement and cooperate in resolving any problems which might arise in giving effect to any part of this Agreement.

#### **14 Performance Management Review**

- 14.1 The parties to this Agreement acknowledge that the Performance Management Committee, represented by Power and Water senior managers and nominated employees, designed and implemented a new performance system titled MyPlan during the 2004 Agreement.
- 14.2 The Performance Management Committee did not make a recommendation in relation to KBIs, as was agreed in its Charter.
- 14.3 The parties agree to re-convene the Performance Management Committee to consider and make recommendations in relation to:
- (a) KBIs;
  - (b) changes to ensure the effective application of MyPlan to Service Coordinators; and
  - (c) continual enhancements to the MyPlan system.

#### **15 Introduction and Management of Change**

- 15.1 Power and Water is committed to managing the implementation of change effectively and recognises the significant benefits to be gained by Power and Water and its employees through regular discussion and consultation between the parties to this Agreement.
- 15.2 In keeping with the objectives stated in clause 6 of this Agreement, input from all parties concerning the implementation of change initiatives is to be encouraged and shall be given prompt and full consideration.
- 15.3 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 is proposed:
- (a) Power and Water shall consult with affected employees and the JCC throughout the development of change strategies and processes, introducing changes in production, programs, organisation, structure or technology that are likely to have significant effects on employees;

- (b) Power and Water shall identify the reasons for change and identify the objectives to be achieved;
- (c) Power and Water managers are to have a clear understanding of the change required, are committed to it, allocate adequate resources to the process and have the skills to effectively implement change;
- (d) JCC representatives are to have a clear understanding of the change required.
- (e) JCC representatives shall be properly and adequately resourced and receive meaningful consultation on any change.
- (f) Power and Water shall provide to affected employees a description of the Power and Water resources allocated to the change process;
- (g) A work environment, which increases information exchange, the involvement of employees, job satisfaction, continuous learning and training opportunities and health and safety shall be promoted;
- (h) Fair and reasonable 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 well being of employees, including giving due attention to individual workloads shall be observed;
- (i) Power and Water and the JCC shall monitor the change process to ensure that, as far as possible, the outcomes match the objectives;
- (j) Processes and practices shall aim to create a more positive, stable and harmonious industrial relations climate; and
- (k) Where a large scale change and restructuring is proposed, prior consultation shall take place in accordance with the redeployment and redundancy provisions set out in **Attachment 2**.

## **16 HCSCC Restructure**

A joint working party consisting of nominated representatives from management and relevant subject matter experts shall be convened to monitor the implementation of any restructure of the HCSCC as a result of Power and Water entering the National Electricity Market.

## **17 Flexible Employment Arrangements**

An individual employee or a group of employees and Power and Water may agree to depart from the standard employment arrangements provided under this Agreement, provided that any such agreement:

- (a) Results in more efficient operations;
- (b) Is genuinely agreed to by the individual employee or the majority of employees involved;
- (c) Is not a device to reduce entitlements under this Agreement;
- (d) Is recorded in writing and approved by the MD or his/her nominated delegate; and
- (e) Is approved by the CPE and implemented via a Determination or other appropriate instrument.

## **18 Work Life Balance Package**

### **18.1 Work Life Balance Initiatives**

- (a) Power and Water 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 those employed on a casual basis), subject to operational requirements:

- (i) Flexible working hours;
- (ii) Home-based work;
- (iii) Job sharing;
- (iv) Part-time work;
- (v) Career breaks;
- (vi) Part-year employment; and
- (vii) Short term absences for family and community responsibilities.

- (b) In addition to the above, the following initiatives in relation to leave (the details of which are set out in **Attachment 3**) 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) NTPS Extended Leave Scheme.

## 18.2 General Principles in relation to Work Life Balance Initiatives

- (a) When considering applications from employees wishing to access the initiatives specified in sub-clause 18.1, the MD must ensure that:
  - (i) Power and Water's operational requirements are met and services to the public 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.
- (b) In addition, when considering applications from employees wishing to access the leave initiatives in sub-clause 18.1(b), the MD must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where employees have significant accrued leave entitlements.
- (c) The MD must provide written reasons for a decision where an employee's application is refused.
- (d) The MD may establish internal procedures for assessing an employee's application, which must not be inconsistent with the provisions of this clause.
- (e) 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.
- (f) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with clause 61 of PSEMA and clause 15 of Employment Instruction 13 (NTPS Code of Conduct).

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

- (a) 18.1(a) above must be in accordance with any relevant workplace agreement provisions, guidelines or policies; and
- (b) 18.1(b) above must be in accordance with the specific requirements of **Attachment 3**.

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

### **19 Recognition of Prior Employment**

- 19.1 Power and Water shall recognise prior employment or service with the NTPS.
- 19.2 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 Power and Water within a twelve month period shall have the immediate period of prior service recognised as continuous.

### **20 Part-time Employment**

- 20.1 No employee who is currently employed on a full-time basis shall be required to convert to part-time employment without his or her consent.
- 20.2 The span of hours during which a part-time employee should work his/her ordinary hours shall be the same span applicable to full-time employees.
- 20.3 Overtime shall only be paid for work directed to be performed outside the normal span of hours.
- 20.4 Part-time employees shall be employed for:
  - (a) not fewer than 15 hours per fortnight; and
  - (b) not more than 60 hours per fortnight.
- 20.5 Power and Water and a part-time employee shall agree in writing on a regular pattern of work, which days of the week the employee shall work and the actual starting and finishing times each day, provided that no part-time employee shall be required to work less than 2 hours on any day they work.
- 20.6 A part-time employee shall be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.

### **21 Casual Employment**

- 21.1 Power and Water may employ persons on a casual basis for the purpose of meeting particular needs, on the terms and conditions set out in Determination of 11 of 1996, or any superseding determination.
- 21.2 The contract of employment shall be on an hourly basis with a minimum of 3 hours work on any one day.
- 21.3 A casual employee shall be paid an hourly rate, which shall not be less than the appropriate rate for the classification of the duties being performed as defined in clause 39 - Rates of Pay.
- 21.4 In addition to the hourly rate, casual employees shall receive a twenty per cent (20%) loading in lieu of all paid leave and public holidays not worked, and to compensate for the nature of casual employment.
- 21.5 The twenty per cent (20%) loading shall be included as base pay for the purpose of calculating overtime.

### **22 Apprentices**

- 22.1 Power and Water is committed to continuing as a host employer of apprentices.
- 22.2 Power and Water shall continue to have a targeted intake of twelve (12) apprentices each year.

- 22.3 Power and Water shall increase apprentice numbers in strategic areas, where current vacancies exist and adequate supervisory ratios can be achieved.
- 22.4 On the successful completion of his or her apprenticeship, Power and Water shall offer an apprentice temporary employment for a minimum of six months, subject to ongoing satisfactory performance.
- 22.5 An offer of permanent employment shall be at the discretion of Power and Water and subject to the economic circumstances prevailing at the time, continuing work demand and the successful performance of the individual apprentice.
- 22.6 An existing employee of Power and Water entering into an apprenticeship with Power and Water shall be entitled to salary maintenance at the employee's pre-apprenticeship substantive salary until the salary of the Service Worker stream equals or exceeds the substantive salary being maintained.
- 22.7 An apprentice shall be accompanied by a qualified Service Worker tradesperson during trade related work.
- 22.8 An apprentice approved to be available for the call out roster to work outside of normal working hours shall be competent in relevant safety and rescue training.

### **23 Probation**

The probationary provisions and procedures established under PSEMA apply to Power and Water employees, except that the standard probationary period shall be 3 months, with the option for Power and Water to extend this period by a further 3 months.

### **24 Termination**

#### **24.1 Notice of Termination by the Employer**

- (a) Subject to paragraph (d) below, in order to terminate the employment of an employee, Power and Water shall give the employee the following notice in accordance with his or her years of service:
 

(i) Not more than 1 year	At least 1 week;
(ii) More than 1 year but less than 3 years	At least 2 weeks;
(iii) More than 3 years but less than 5 years	At least 3 weeks; or
(iv) More than 5 years	At least 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 Power and Water.
- (c) Payment in lieu of the prescribed notice shall 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 in the case of termination for serious misconduct.

#### **24.2 Notice of Termination by Employee**

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

(i) Not more than 1 year	At least 1 week;
(ii) More than 1 year but less than 3 years	At least 2 weeks;
(iii) More than 3 years but less than 5 years	At least 3 weeks; or
(iv) More than 5 years	At least 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 Power and Water for the employee to give shorter notice than the period specified in paragraph (a), the agreement shall be recorded in writing by Power and Water and the employee shall not forfeit any salary.

24.3 Power and Water shall give a statement of service if requested by the employee.

24.4 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 shall apply:

- (a) The MD should 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 Power and Water shall 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 shall be terminated.

## **25 Code of Conduct**

25.1 Power and Water employees are bound by Employment Instruction 13 (NTPS Code of Conduct), as varied from time to time.

25.2 Power and Water shall supply a copy of the Code of Conduct to each new employee as a part of the employee's induction and the employee shall make him/herself aware of and understand the Code of Conduct.

25.3 An employee found to have breached the Code of Conduct may be subject to disciplinary procedures in accordance with the PSEMA.

## **26 Medicals**

26.1 An employee may request a job specific periodic medical at Power and Water's expense every two (2) years from the date of commencement.

26.2 Should the periodic medical indicate a job related medical condition, the employee shall advise Power and Water of the condition so that measures can be agreed upon to address the matter.

26.3 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 Power and Water.

## **27 Redeployment and Redundancy**

27.1 In the event of a redeployment or redundancy situation, the provisions set out in **Attachment 2** shall apply.

## **28 Productivity**

28.1 The skills, energy and cooperation of all employees (including managers) throughout Power and Water and their previous and ongoing contribution to real productivity improvements and increased efficiency are recognised by this Agreement.

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

- (a) Zero harm to all employees;
- (b) Improved quality of service;
- (c) More responsive solutions to client demands;

- (d) More cost effective management and work practices;
- (e) Better use of employees' skills;
- (f) Improved accountability, governance and administrative arrangements;
- (g) Maintaining triple certification of standards ISO 9001 (quality), ISO 14001 (environment) and AS 4801 (safety);
- (h) Improved access to and use of new technologies; and
- (i) Commitment to and achievement of organisational strategic objectives.

## **29 Training and Development**

- 29.1 Training and Organisational Development shall be;
- (a) Planned and budgeted for;
  - (b) A shared responsibility between Power and Water managers and employees specifically identified in an employees MyPlan for Learning;
  - (c) Relevant to the stated outcomes in Power and Water's Statement of Corporate Intent and Business Unit Plans;
  - (d) An important component of increased productivity and continuous improvement in Power and Water.
- 29.2 Individuals MyPlan for Learning must be forwarded to the Learning and Development area by the end of June, for approval and entry into VETtrak.
- 29.3 Where an employee requires ad-hoc training, a training request must be completed and forwarded to his/her Supervisor and the Learning and Development unit for approval.
- 29.4 There is no automatic entitlement to training and development in Power and Water, and all training must be approved.
- 29.5 Employees shall only be released to attend training and development courses if their training is confirmed on the Annual Training Calendar and all Operational requirements have been considered and planned for.
- 29.6 Power and Water shall facilitate the participation of an operator elected representative in the appropriate forums and working parties.
- 29.7 Individual employee training records shall be provided on request.

## **30 Safety**

- 30.1 The parties understand the need for a cooperative approach on Workplace Health and Safety.
- 30.2 All safety equipment purchased by Power and Water shall comply with relevant Australian Standards.
- 30.3 Power and Water is committed to maintaining its certification in AS4801 (Occupational Health, Safety and Management Systems Standard).
- 30.4 Power and Water shall continue to mandate appropriate safety training.
- 30.5 Members of safety committees shall be provided with the appropriate safety committee training and resources.
- 30.6 Power and Water is committed to ensuring that employees' working hours do not reach a level that compromises health and safety, and to this end shall utilise a range of options, including:
- (a) Review of work roles (job descriptions) through the performance management system;
  - (b) A commitment that no employee be expected to work beyond 16 hours without a rest period;

- (c) Redesign of work processes;
- (d) Review of organisational priorities;
- (e) Review of organisational structures;
- (f) Training and development; and
- (g) Employee resources within the immediate and related areas.

### **31 Safety Bonus**

- 31.1 Power and Water is committed to achieving its safety goals, including but not limited to, a reduction in the LTI rate to the level as mandated in the Statement of Corporate Intent.
- 31.2 To reward employees for taking a cooperative approach towards achieving safety goals, Power and Water commits to paying an annual safety bonus of \$750 to all employees, conditional upon the achievement of a reduction of the previous financial year's LTIs by 33%.
- 31.3 The safety bonus shall be paid as an annual bonus at the conclusion of the financial year, after the annual non-financial results have been approved.

### **32 Work Organisation**

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

- (a) Power and Water may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the appropriate stream, provided that such duties are not designed to promote deskilling, nor used to victimise the employee;
- (b) Power and Water may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment; and
- (c) Any direction issued by Power and Water pursuant to paragraphs (a) or (b) shall be consistent with Power and Water's responsibility to provide a safe and healthy working environment.

### **33 Employment Opportunities, Workforce Composition, Size and Flexibility**

- 33.1 Power and Water is and shall remain a significant provider of professional, consulting, technical, electrical, water, sewerage, communications, administrative, customer service, marketing and apprenticeship employment opportunities within the Northern Territory.
- 33.2 Power and Water is committed to improving and maintaining permanent employment opportunities and specifically job security of Power and Water employees through:
  - (a) Efficiency and effectiveness;
  - (b) Network and asset growth;
  - (c) Skills enhancement;
  - (d) Individual development;
  - (e) Flexible and innovative ways to improve performance;
  - (f) New business opportunities; and
  - (g) Reliability and customer service.
- 33.3 An essential premise of this Agreement is that Power and Water employees must work flexibly to suit changing work needs and shall 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.

- 33.4 Flexibility is essential to ensure individuals and work teams undertake tasks in the most effective and efficient manner so as to satisfy customer and operational requirements.
- 33.5 The introduction of more flexible arrangements and methods must not compromise occupational health or safety standards.
- 33.6 Power and Water shall consult with the JCC in respect of significant operational changes designed to achieve greater flexibility in the manner in which work is performed.
- 33.7 Despite the introduction of the competitive market and the ongoing commercialisation of Power and Water, natural attrition, redeployment, and voluntary redundancy and recruitment of new skills shall be the principal mechanisms used to achieve an appropriate workforce size.
- 33.8 Variations to these preferred mechanisms shall be negotiated and agreed between the parties as required.

#### **34 Remote Localities**

- 34.1 By-laws 42 to 44 and any Determinations applying to general NTPS employees residing in remote localities, as varied from time to time, shall apply to Power and Water employees.
- 34.2 A 100% rental rebate shall also apply to all remote Power and Water staff residing in Power and Water supplied accommodation across the Northern Territory.
- 34.3 An electricity subsidy shall 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 the following electricity subsidy based upon the relevant category of remoteness:
    - (i) Special Category - \$500 per annum;
    - (ii) Category 1 - \$1 000 per annum;
    - (iii) Category 2 - \$1 500 per annum; and
    - (iv) Category 3 - \$2 000 per annum.
  - (b) The electricity subsidy shall be increased to the following dependent/after-hours rate where an employee satisfies the criteria in (c):
    - (i) Special Category - \$625 per annum;
    - (ii) Category 1 - \$1 250 per annum;
    - (iii) Category 2 - \$1 875 per annum; and
    - (iv) Category 3 - \$2 500 per annum.
  - (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 defacto 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.
  - (d) The electricity subsidy shall be paid fortnightly in addition to salary and shall count as salary for the purpose of taxation and superannuation.
  - (e) The electricity subsidy shall not be paid during periods of leave without pay which do not count as service.
  - (f) The electricity subsidy shall be paid to part-time employees on a pro-rata basis.

- (g) Only one subsidy is payable per dwelling.
- (h) The amount of the electricity subsidy shall be adjusted annually in accordance with the annual Darwin Consumer Price Index (CPI), with effect from 1 January 2006 and each year thereafter.
- (i) The annual Darwin CPI shall be that recorded by the Australian Bureau of Statistics recorded for the previous September quarter.
- (j) The electricity subsidy shall not reduce if the Darwin CPI is negative.

### **35 Compulsory Transferees**

By-laws 45 to 54 applying to NTPS compulsory transferees, as varied from time to time, shall continue to apply within Power and Water, subject to those provisions in this Agreement relating to recreation leave accrual and use.

### **36 Use of Work Vehicles**

- 36.1 Within six months of the lodgment of this Agreement, Power and Water shall consider the feasibility of implementing improved arrangements for the partial private use of work vehicles, on a minimal cost basis, with such consideration including but not restricted to:
- (a) Tax implications;
  - (b) Application;
  - (c) Eligibility;
  - (d) Operational arrangements.
- 36.2 The final decision regarding implementation of any improved arrangements shall rest with the EMC.

### **37 Laundry Facilities**

- 37.1 Power and Water shall establish appropriate laundry facilities at its major industrial sites to provide for the laundering of heavily soiled Personal Protective Clothing.
- 37.2 Employees using these facilities shall do so in their own time.

### **38 Notice Board**

Power and Water shall permit a notice board of reasonable dimensions to be erected in a prominent position in each workplace so that it shall be reasonably accessible to all employees.

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

### **39 Rates of Pay**

- 39.1 The parties agree that the implementation of this Agreement shall not result in an employee being paid a rate of pay or salary lower than his or her substantive rate of pay or salary at the time of lodgement of this Agreement.
- 39.2 The salary rates and structure are shown in **Attachment 1**.

### **40 Adjustments in Salaries and Allowances**

- 40.1 The salary rates and structures in Attachment 1 reflect the following salary increases to be paid under this Agreement:
- (a) 4% effective from the first pay period commencing on or after 9 August 2007;
  - (b) 3% from the first pay period commencing on or after 9 August 2008; and
  - (c) 3% from the first pay period commencing on or after 9 August 2009.
- 40.2 The Asbestos, Relocation, First Aid (as it applies to nominated first aid officers not in receipt of the Consolidated Disability allowance), Offshore, Tool and Overtime Meal allowances shall be adjusted annually in accordance with sub-clause 40.1.
- 40.3 The Motor Vehicle allowance shall be adjusted annually in accordance with the preceding financial year's June to June percentage change in the Consumer Price Index for Darwin.
- 40.4 The Dual Trade Market, Availability, Extra Duty, Team Leader, Consolidated Disability, Pre-eminent Professional and Service Coordinator allowances are expressed as a percentage of salary and do not therefore require adjustment.
- 40.5 The Industry Specific Skills, HV Field Operator, Professional Development, Damaged Clothes and Tools, and Northern Territory allowances, along with the Lost Time Injury and Top of Band bonuses, are not adjustable.

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

- 41.1 Unless otherwise stated, salaries and allowances shall be paid fortnightly by electronic funds transfer into a bank, building society or credit union account nominated by the employee.
- 41.2 Where, as a result of short notice, electronic payment of daily travel allowance cannot be arranged prior to departure, provision for a cash advance shall be available.
- 41.3 Electronic pay data in lieu of paper pay slips shall be maintained across Power and Water where possible.

### **42 Annualised or Average Salaries**

- 42.1 The terms of Determination number 1037 of 2003, or any superseding determination, providing for the annualisation of salaries for operators employed at the Service Worker 6, Service Worker 6.5 and Service Worker 7 levels at CIPS, shall continue to operate for the duration of this Agreement.
- 42.2 In addition, Power and Water agrees to:
- (a) apply the provisions of the Determination (except for the responsibility allowance referred to in paragraph 12(f) of the Determination) to operators employed at the HCSCC and RGPS; and
  - (b) request that the CPE:

- (i) extend the terms of the Determination to Senior Service Workers; and
- (ii) allow Power and Water to extend the responsibility allowance referred to in paragraph 12(f) of the Determination (which applies only to Service Worker 7 CIPS operators) to Service Worker 6 and 6.5 CIPS operators on a case by case basis.

### **43 Salary Structure**

- 43.1 Power and Water has the following five streams:
  - (a) Administrative and Corporate Service Officer;
  - (b) Science and Engineering Professional;
  - (c) Service Coordinator;
  - (d) Technical; and
  - (e) Service Worker.
- 43.2 The salary structure and rates for each stream are outlined in **Attachment 1**.
- 43.3 Classification within these salary structures shall take into account qualifications, internal relativities and the JES points for the Administrative and Corporate Services Officer, and Science and Engineering Professional streams.
- 43.4 Classification for the Service Worker stream is based on an assessment of competencies relevant to the Power and Water job model.
- 43.5 The minimum competencies and individual career training and development identified for each stream, except the Service Worker stream, within Power and Water are set out in **Attachment 4**.
- 43.6 The job model guidelines define the competency requirements for the Service Worker stream.

### **44 Service Workers**

- 44.1 Fully qualified trade personnel with limited recent practical experience shall commence at minimum Service Worker 3.
- 44.2 Trade personnel commencing on Service Worker 3 shall progress to Service Worker 3.5 on the successful completion of probation.
- 44.3 Fully qualified trade personnel with substantial recent, practical experience with a trade shall commence at a minimum of Service Worker 4.
- 44.4 Mature aged Trades Assistants shall be employed at Service Worker 2.
- 44.5 Progression through the Service Worker stream is based on achieving and utilising the competencies identified in the job model.
- 44.6 It is essential that Service Workers have a MyPlan for Learning which outlines competencies required in order to progress through the job model.
- 44.7 A Service Worker shall progress through the relevant job model and upon meeting the completion requirements identified at the salary level shall achieve pay progression.
- 44.8 A Service Worker's MyPlan for Learning shall be developed for a twelve (12) month period and reviewed each six (6) months.
- 44.9 A Service Worker's MyPlan for Learning should be developed in line with the MyPlan cycle.
- 44.10 Changes to individuals MyPlan for Learning shall be agreed between the employee and his/her manager responsible for authorising the training.

- 44.11 A request for assessment must be agreed and approved by the relevant Service Coordinator and/or manager in conjunction with the Service Worker.
- 44.12 A Service Worker who makes a reasonable application for competency to be assessed and is successfully assessed. Any applicable pay progression shall be effective from the date of the assessment, and shall be implemented no later than 3 months after completion of the assessment.

## **45 Junior Rates**

- 45.1 A junior employee shall be paid at the same rate as an equivalent adult employee classification.

## **46 Performance Management**

- 46.1 Power and Water shall ensure there is an effective performance management system for all employees.
- 46.2 The Performance Management System in use at Power and Water is "MyPlan" as detailed in the document titled "Your Guide to MyPlan" and is comprised of two key components, these being MyPlan for Achieving and MyPlan for Learning.
- 46.3 Employee participation in MyPlan is optional.
- 46.4 Employees in the Service Worker stream who are participating in the job model process shall utilise the MyPlan for Learning to define their learning needs.
- 46.5 Progression for employees in the Administrative, Corporate Service Officer, Science and Engineering Professional, Service Coordinator and Technical streams shall be based on performance and progression shall be dependent on the annual individual performance assessment process, as described in "Your Guide to MyPlan".
- 46.6 There is no automatic pay point progression arrangement in Power and Water.
- 46.7 The MyPlan cycle commences on 1 July through to 30 June of the following year with a minimum of one six month review in December.
- 46.8 Employees participating in MyPlan, except for Service Workers, shall be assessed annually for a pay progression based on their overall performance for the year. This assessment shall be based on the following factors:
- (a) The MyPlan for Achieving overall performance rating is greater than or equal to three (3);
  - (b) The achievement and application of MyPlan for Learning outcomes;
  - (c) The contribution to the success of the team (ie. participating in and working to achieve the team's objectives for the period); and
  - (d) No disciplinary issues (as defined in "Your Guide to MyPlan") throughout the review period.
- 46.9 The timing for an approved pay progression shall be the first pay period on or after 1 August.
- 46.10 A lump sum payment of \$1500 is available to those employees at the highest pay point in the Administrative, Corporate Service Officer, Science and Engineering Professional, Service Coordinator, or Technical stream provided that:
- (a) They participate in MyPlan for the full MyPlan cycle; and
  - (b) They meet the assessment criteria as outlined in sub-clause 46.8
- 46.11 Employees must participate in the MyPlan cycle for that year if they wish to be considered for the bonus referred to above.
- 46.12 The bonus does not count as salary for any purpose.

## **47 Choice of Superannuation Fund**

- 47.1 Employees commencing after 10 August 1999 are required to join a complying superannuation fund of their choice.
- 47.2 Power and Water shall ensure that JCC representatives are given sufficient notice and access to all induction seminars for new employees, for the purpose of providing information concerning complying industry superannuation funds.

## **48 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 scheme is available to all employees and participation is at the discretion of an individual employee. Under the scheme the following conditions shall 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 'Fund of Choice' (employed after 10 August 1999) may salary sacrifice into that 'Fund of Choice';
- (d) An employee can salary sacrifice for employer superannuation contributions up to a maximum of 50% of fortnightly salary;
- (e) The scheme operates at no additional cost to the Northern Territory Government, either directly or indirectly;
- (f) The scheme 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 enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for Commonwealth 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 Commonwealth superannuation purposes).

## **49 Salary Sacrifice Packaging**

- 49.1 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 scheme the following conditions shall apply:
- (a) The scheme operates at no additional cost to the Northern Territory Government either directly or indirectly;
  - (b) An employee employed on a temporary contract for less than 12 months may only have access to salary sacrifice packaging with the approval of the MD;
  - (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 shall 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 shall provide evidence of having obtained or waived his/her right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.
- 49.2 Power and Water agrees to implement salary sacrificing for electricity, water and sewerage charges on a no-cost basis, provided further consideration of the matter reveals that there are no legislative or other impediments which render it unfeasible. To this end:
- (a) A small working party comprising Human Resources, Finance and other subject matter experts shall convene within three months of lodgement of this Agreement to further consider the matter;
  - (b) The working party shall report its progress and outcomes through the JCC; and
  - (c) The JCC shall make a recommendation in relation to the feasibility or otherwise of the matter to the EMC.

## PART E - ALLOWANCES AND SPECIAL RATES

### 50 Industry Specific Skills Allowance

50.1 Power and Water is embarking on a major investment improvement program during the life of this Agreement and recognises that in order to deliver this program, it shall require the services of employees with relevant industry specific skills.

50.2 To ensure that Power and Water has the ability to attract and retain employees with relevant industry specific skills to complete this program, and to recognise the importance of skills and knowledge transfer by tradespeople to apprentices and other less experienced Technical employees, an industry specific skills allowance shall apply to relevant Power and Water employees , as follows:

- (a) Technicians, Technical Specialists, Senior Technical Specialists, Service Coordinators, Senior Service Coordinators, Service Workers, Senior Service Workers, and Science and Engineering Professionals shall be paid an allowance of:
  - (i) \$3,910 per annum effective from the first pay period commencing on or after 9 August 2007;
  - (ii) \$5,870 per annum from the first pay period commencing on or after 9 August 2008; and
  - (iii) \$7,355 per annum from the first pay period commencing on or after 9 August 2009,
- (b) Trade Assistants shall be paid an allowance of:
  - (i) \$2,735 per annum effective from the first pay period commencing on or after 9 August 2007;
  - (ii) \$4,110 per annum from the first pay period commencing on or after 9 August 2008; and
  - (iii) \$5,150 per annum from the first pay period commencing on or after 9 August 2009
- (c) Trade apprentices shall be paid an allowance in accordance with the following table:

	From the first pay period commencing on or after 9 August 2007	From the first pay period commencing on or after 9 August 2008	From the first pay period commencing on or after 9 August 2009
1 <sup>st</sup> year apprentice	\$1,095	\$1,645	\$2,060
2 <sup>nd</sup> year apprentice	\$1,370	\$2,055	\$2,575
3 <sup>rd</sup> year apprentice	\$1,915	\$2,875	\$3,605
4 <sup>th</sup> year apprentice	\$2,325	\$3,495	\$4,375

- (d) An existing Power and Water employee transferring from a Trade Assistant position to an apprenticeship shall be paid an allowance in accordance with (b).
- (e) Graduate Science and Engineering Professionals shall be paid the allowance in accordance with paragraph (a) when they complete the graduate program.

50.3 For the avoidance of doubt, the allowance is not payable to Trainee Technical Specialists, Trainee Service Coordinators, or undergraduates.

50.4 Casual and part-time employees in the streams specified in sub-clause 50.2 shall be paid the allowance on a pro rata basis.

50.5 The allowance shall count as salary for all purposes.

## **51 Dual Trade Market Allowance**

- 51.1 The parties agree that the terms of Determination number 1057 of 2003 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, shall continue to operate for the duration of this Agreement.
- 51.2 The allowance shall count as salary for all purposes.

## **52 Availability Allowance**

- 52.1 Any employee who is:
- (a) rostered for call out to work outside of the normal span of hours shall receive a weekly allowance equivalent to 25.5% of the salary level - Power and Water Band 2.3; or
  - (b) not rostered for call out, but agrees upon request to be available for call out due to Power and Water's particular operational requirements on a given day, shall receive a daily allowance equivalent to 3.6% of the salary level – Power and Water Band 2.3.
- 52.2 This provision does not apply to employees in receipt of an extra duty allowance, or on an averaged or annualised salary.

## **53 Consolidated Disability Allowance**

- 53.1 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 Service Worker or Technical 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.
- 53.2 A Service Worker exposed to extreme heat, height or dirty work, wet work or work in restricted and confined spaces, such as should be found in lines work, power stations, pipelines, tunnels and sewerage treatment plants or lagoons or other conditions and circumstances of a like nature shall be paid a fortnightly consolidated disability allowance of 5% of the salary level – Power and Water Band 2.3.
- 53.3 Employees in the Technical stream working in the conditions described in clause 53.2 shall 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.
- 53.4 The allowance shall count as salary for all purposes.

## 54 Extra Duty Allowance

- 54.1 In recognition of the requirement to work in addition to the ordinary hours of duty and/or to remain available to return to duty an employee (not including the Service Worker stream) shall be entitled to receive an extra duty allowance.
- 54.2 The extra duty allowance is an annual amount.
- 54.3 The extra duty allowance comprises of the following two (2) components to allow for the different extra duty requirements:
- (a) Additional hours; and
  - (b) Call out ratio.
- 54.4 Both components shall apply where the employee is required to be on call and perform additional hours. Where the employee is not required to be on call, only the additional hours component shall apply.
- 54.5 The allowance shall be calculated using a percentage of the employee's salary level for the additional hours component and of Power and Water Band 2.3 for the call out ratio component.
- 54.6 The applicable percentage rates for the additional hours component are as follows:
- |  |     |
|--|-----|
| (a) About 50 additional hours per annum  | 4%  |
| (b) About 100 additional hours per annum | 8%  |
| (c) About 150 additional hours per annum | 12% |
| (d) About 200 additional hours per annum | 18% |
| (e) About 250 additional hours per annum | 24% |
| (f) About 300 additional hours per annum | 30% |
- 54.7 The applicable percentage rates for the call out ratio component are as follows:
- |   |     |
|---|-----|
| (a) 1 in 4 or less or 2 <sup>nd</sup> on call | 6%  |
| (b) 1 in 3                                    | 8%  |
| (c) 1 in 2                                    | 12% |
- 54.8 The extra duty allowance is paid in lieu of over time and/or availability allowance.
- 54.9 The extra duty allowance shall be deemed to be salary for superannuation and workers compensation.
- 54.10 The extra duty allowance shall count as salary for recreation leave and sick leave that accrued after 1 January 2002 and long service leave that accrued after 1 January 2004.
- 54.11 Determination 1036 of 1999 gives effect to the extra duty allowance and the conditions associated with leave accrued after 1 January 1999.
- 54.12 The level of extra duty allowance shall be reviewed at the request of the employee or Power and Water:
- (a) on a monthly basis in relation to additional hours being worked; or
  - (b) whenever the call out roster is changed.
- 54.13 Where the forecast of the extra duty allowance exceeds the current approved entitlement, corrective action shall be agreed between the employee and manager to amend the approved entitlement, address demand for extra duty or provide access to time in lieu.
- 54.14 In special cases the MD should determine an additional amount to the extra duty allowance.
- 54.15 Any additional amount to the extra duty allowance determined under Sub-Clause 54.14 shall not count as salary for any purpose.

- 54.16 The extra duty allowance shall not be payable to any employee in receipt of a salary level in Band 4.
- 54.17 The record of additional hours to justify the extra duty allowance shall be 'zero balanced' or 'reset' on 1 January each year, with no carry over.
- 54.18 The record of additional hours shall be recorded on a one for one basis.

## **55 Service Coordinator Allowance**

- 55.1 In acknowledgment of the need to provide an incentive for employees to progress from the Service Worker stream to the Service Coordinator stream, Power and Water has developed the service coordinator allowance.
- 55.2 The service coordinator allowance shall provide an interim measure to address the disparities between the Service Worker and Service Coordinator streams.
- 55.3 All employees in the Service Coordinator stream shall be paid a fortnightly service coordinator allowance of 5% of the salary level – Power and Water Band 2.3.
- 55.4 This allowance shall count as salary for all purpose.
- 55.5 This allowance shall be payable until the result of the Service Coordinator Review, as outlined in sub-clause 13.7(d), is implemented.
- 55.6 On completion of the Service Coordinator Review, the Service Coordinator Allowance shall discontinue, at no financial disadvantage to the employee.

## **56 Higher Duties Allowance**

- 56.1 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.
- 56.2 The rate of pay shall be the minimum rate set for the higher level job.
- 56.3 Payment of higher duties allowance shall be from the date of commencement of the five (5) day period until the employee ceases to perform the normal range of duties.
- 56.4 Subject to sub-clause 56.5, this provision shall not apply to jobs in the Service Worker structure, as the level of pay is based on assessed levels of competency.
- 56.5 A Service Worker may receive higher duties allowance for undertaking Service Coordinator duties and in doing so shall not be subject to a reduction in nominal pay and allowances.
- 56.6 An employee in the Band structure acting in an Executive Contract Manager (ECM) position shall be paid within the NTPS Executive Officer 1-3 range, whichever level first constitutes an increase in remuneration compared with the employee's nominal position.
- 56.7 An employee in the Band structure acting in an Executive Contract Officer (ECO) position shall be paid within the NTPS Executive Officer 2-3 range, whichever level first constitutes an increase in remuneration compared with the employee's nominal position.
- 56.8 An employee at the top of Band 4 acting in an ECM or ECO position shall be paid at the NTPS Executive Officer 3 rate.

## **57 Professional Development Allowance**

- 57.1 The MD may, subject to this clause, approve the payment of financial assistance to a Science and Engineering Professional employee to offset professional development costs.
- 57.2 Payment of the professional development allowance is subject to the following qualifying periods, amounts and conditions:
- (a) 1 to 4 years of continuous service - up to \$300 per annum;

- (b) 5 years or more of continuous service - up to \$600 per annum;
- (c) The qualifying period shall be calculated as at 9 August each year;
- (d) Payment shall be in the form of a lump sum;
- (e) The allowance shall not count as salary for any purpose;
- (f) The allowance shall apply to part-time employees on a pro rata basis based upon their contracted hours of employment;
- (g) The allowance is subject to the production of sufficient evidence to substantiate the incurring of professional development costs in the preceding year;
- (h) The allowance is not paid as a substitute for Power and Water training and developmental courses provided through the My Plan program.

57.3 Subject to sub-clause 57.2(c), the allowance shall be payable from:

- (a) the first pay period commencing on or after lodgement of this Agreement; and
- (b) the first pay period commencing on or after 9 August for each subsequent year.

57.4 It is intended that for the life of this Agreement the amount of the allowance for Science and Engineering Professional Power and Water employees remain in line with that provided to general professional NTPS employees. To this end, Power and Water agrees that any increases to the allowance or changes in its application, provided to general professional NTPS employees shall apply to Power and Water employees from the date on which the allowance is next payable to Power and Water employees in accordance with sub-clause 57.3.

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

- 58.1 The MD 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 in accordance with the guidelines for Pre-eminent professional status.
- 58.2 Power and Water agrees that the guidelines for Pre-eminent professional status will be implemented within three months of the lodgement of this Agreement.
- 58.3 An employee granted the allowance shall be paid an amount equivalent to the rate of 10% of his or her nominal salary, on a lump sum basis.
- 58.4 This allowance shall not count as salary for any purpose.

## **59 HV Field Operator Allowance**

- 59.1 An employee performing the duties of a HV Field Operator on a full-time basis, or an employee who works within that role on a full-time basis continuously for a minimum period of 4 weeks, shall be paid a fortnightly allowance of \$115.
- 59.2 The allowance shall count as salary for all purposes.
- 59.3 The allowance shall be payable from the first pay period commencing on or after 9 August 2007.

## **60 Northern Territory Allowance**

By-law 26 (Northern Territory Allowance), as varied from time to time, shall apply to Power and Water employees.

## **61 Offshore Conditions**

Determination 1069 of 2003, or any superseding determination, applying to Power and Water employees required to work off-shore, shall continue to apply for the life of this Agreement.

## **62 Relocation Allowance**

- 62.1 Where on appointment, 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 Power and Water, the employee should be paid a relocation allowance.
- 62.2 The purpose of the relocation allowance is to assist the employee with his or her immediate accommodation needs.
- 62.3 The rate of relocation allowance shall be determined by the CPE in respect of:
- (a) an employee only; and
  - (b) an employee with a resident family unit.
- 62.4 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 Power and Water.
- 62.5 Where an employee is provided with accommodation, Power and Water should approve payment of a relocation allowance, referred to under this clause:
- (a) Of a once only payment of one fortnight's allowance, irrespective of whether an accommodation cost is incurred; or
  - (b) Where that accommodation is temporarily unavailable the lesser of 6 fortnight's allowance; or other approved accommodation costs until the accommodation provided by Power and Water is available.
- 62.6 Where an employee is not provided with accommodation Power and Water should approve payment of a relocation allowance, referred to under this clause, for a period of six fortnights irrespective of the type of accommodation obtained by the employee.

## **63 Relocation Expenses - Appointment or Transfer**

- 63.1 Where on appointment, it is necessary for an employee to move from one location to another to take up duty, Power and Water should, 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 Power and Water to assist the person to relocate.
- 63.2 Power and Water shall not authorise payment of salary or any allowance based on salary in respect of any period of travel occurring prior to commencement of duty.
- 63.3 Power and Water should apply the provisions of this clause where an employee is transferred as a result of action in respect of:
- (a) Appointment, Promotion, and Transfer;
  - (b) Secondment and Redeployment; or
  - (c) Inability to perform.
- 63.4 An employee who requests and is permitted to voluntarily transfer from one district or place to another, shall have no entitlement under this clause and shall bear all costs of his/her removal.
- 63.5 An employee who is transferred as a result of any disciplinary action shall pay the whole cost of transfer.
- 63.6 An employee with the approval of Power and Water should arrange insurance on household furniture and effects to be removed and the cost of that insurance should form part of the amount authorised for payment under this clause.
- 63.7 The insurance in sub-clause 63.6 does not include insurance payable for:

- (a) Collections or valuables; and
  - (b) Motor vehicles.
- 63.8 Power and Water shall not accept any liability for loss or damage in respect of removal of items under sub-clause 63.7.
- 63.9 An employee shall not be entitled to any compensation from Power and Water for losses or damages arising from the removal, except where the removal is performed by Power and Water, in which case compensation may be allowed under such conditions approved by the MD.
- 63.10 Any payment made under this clause is in addition to any payment made under Relocation Allowance.

#### **64 Team Leader Allowance**

- 64.1 A team leader should be appointed where:
- (a) work teams consisting of at least four (4) or more persons in Band 1 or Band 2 , or directly supervised contractors, are organised by an employee classified within the same Band; or
  - (b) a team of less than four (4) members is working on a permanent basis away from regular oversight or direction and the MD approves such appointment.
- 64.2 A team leader shall be nominated by the relevant General Manager and shall be chosen on the basis of skill and competency to perform the task.
- 64.3 Team leader competencies shall be drawn from the Frontline Management competencies.
- 64.4 A team leader should be nominated for a single project or for work of a continuous nature.
- 64.5 The minimum period of appointment of a team leader shall be fortnightly.
- 64.6 The team leader allowance shall be a fortnightly allowance paid at the rate of 5.6% of the salary level - Power and Water Band 2.3.
- 64.7 The team leader allowance shall be paid at single time for all overtime worked.

#### **65 Travelling Allowance**

- 65.1 Subject to this clause, an employee shall 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.
- 65.2 The travelling allowance payable shall 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 as Power and Water considers appropriate.
- 65.3 An employee shall not be entitled to travelling allowance (except for the incidentals component):
- (a) where Power and Water provides reasonable accommodation and/or meals at no cost to the employee, regardless of whether the employee utilises the Power and Water 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.
- 65.4 Where an employee is required to be absent from his or her base employment location for a period in excess of 14 days for the purposes of planned personal development or job rotation, prior to the employee commencing travel, the employee and the relevant General Manager may agree to review the travel allowance payable and substitute it with an alternative amount.

## **66 Tool Allowance**

- 66.1 Power and Water shall provide tradespersons with all necessary power tools and specific purpose tools.
- 66.2 An employee shall give a receipt for any tools provided to him/her by Power and Water.
- 66.3 An employee shall replace or pay for any tools supplied by Power and Water which are lost as a result of negligence on the part of the employee.
- 66.4 Where Power and Water requires a metal tradesperson to provide his or her own tools an allowance of \$11.09 per week or such higher amount specified in Determination 8 of 2005, or any superseding determination, shall be payable.

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

- 67.1 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, Power and Water shall reimburse the employee for purchasing replacement items having regard to the cost of the article and its expected period of serviceability. The provisions of this clause do not apply where the item is provided by Power and Water.
- 67.2 Power and Water shall provide a suitable and secure weatherproof lockup for the purpose of storing an employee's tools and shall compensate an employee upon production of receipts, for the loss or damage by fire or theft on Power and Water's premises of tools used by the employee in the course of his or her employment. Such compensation shall not exceed \$490.00.
- 67.3 Any employee shall, if requested to do so, provide Power and Water with a list of his or her tools used or stored on Power and Water's premises.

## **68 Asbestos Allowance**

Employees required to use materials containing asbestos or working in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by any appropriate occupational health authority. Where such safeguards include the mandatory wearing of protective equipment, including combination overalls and breathing equipment or similar apparatus, whilst so engaged employees shall be paid 62 cents per hour or such higher amount specified in Determination 8 of 2005, or any superseding determination.

## **69 Motor Vehicle Allowance**

An employee who by agreement with Power and Water uses his or her own vehicle on Power and Water's business shall be paid an allowance of 56 cents per kilometre, or such higher amount specified in Determination 8 of 2005, or any superseding determination. This allowance shall include compensation for comprehensive, third party and public liability insurance, and the employee shall indemnify Power and Water against any liability with respect to any claim brought against it for which the employee is indemnified under any such insurance.

## **70 First Aid Allowance**

- 70.1 Except for employees for whom clause 53 applies, a person holding a Senior First Aid Certificate of the St John Ambulance Association or the Australian Red Cross and who is appointed as a Power and Water first aid officer, shall be paid a first aid allowance of \$2.46 per day or such higher amount as specified in Determination 8 of 2005, or any superseding determination.

- 70.2 The allowance shall count as salary for all purposes.
- 70.3 First aid officers shall 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**

### **71 Span of Hours**

- 71.1 The standard span of hours shall be 6am - 6pm Monday to Friday excluding shift arrangements.
- 71.2 Any proposed variation to the above span of hours shall be referred to the JCC, which shall make a recommendation to the EMC in relation to the matter.
- 71.3 The actual hours of attendance and the timing and taking of accumulated hours (including rostered days off), meal breaks and work breaks shall be arranged within the relevant work group or work area to provide optimum benefit to Power and Water, its customers and the workforce, but specifically ensuring that there is ordinary time cover within the standard span of hours, staffing levels permitting.
- 71.4 The minimum full time ordinary hours of duty for all employees shall be 37.5 hours a week, 75 hours per fortnight, or 150 hours over a four (4) week cycle.
- 71.5 Staggered start and finish times shall be required to fully satisfy business, customer requirements and employee's personal needs.
- 71.6 Rosters/coverage shall be prepared in consultation with employees and agreed with individual employees within each business unit (See also clause 73).

### **72 Rostered Days Off**

- 72.1 Service Workers are entitled to the following RDO arrangements:
- (a) Unless varied by mutual agreement to suit work scheduling or personal arrangements:
    - (i) An employee is entitled to one RDO per fortnight, which shall be rostered on a Friday; and
    - (ii) If an employee is rostered for call out on an RDO, the employee may take the RDO on another day.
  - (b) Up to five RDOs may be "banked" by agreement between an employee and Power and Water, provided that an RDO must be used at an agreed time within three months from the date on which it was banked.
  - (c) Where agreement cannot be reached in relation to the timing for use of banked RDOs, employees should cash out banked RDOs at single time.
  - (d) RDOs do not accrue whilst an employee is on any form of paid or unpaid leave.
- 72.2 RDOs shall only apply to Service Coordinators, Science and Engineering Professional, Administrative, Corporate Service Officer and Technical employees where specifically agreed to by Power and Water, and on such terms as Power and Water sees fit.

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

- 73.1 It is acknowledged that Flexitime arrangements made under this clause are subject to operational requirements and the employee's continued satisfactory performance and behaviour.
- 73.2 Flexitime for Service Coordinator, Administrative, Corporate Service Officer, Science and Engineering Professional and Technical employees, shall continue subject to:
- (a) The span of hours being 6:00 a.m. to 6:00 p.m;
  - (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 appropriate for the work unit and employee; and
  - (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.
- 73.3 The actual hours of attendance and the timing and taking of accumulated hours (including days off), meal breaks and work breaks shall be arranged within the relevant work group or work area to provide optimum benefit to Power and Water, its customers and the workforce but specifically ensuring that there is ordinary time cover within the standard span of hours, staffing levels permitting.
- 73.4 An employee who wishes to carry over excess Flexitime credits (ie more than two (2) days per pay period) shall obtain prior approval from his or her immediate Supervisor.
- 73.5 Any carry over of Flexitime credits must not exceed five (5) days in total, excepting in exceptional circumstances, approved by the respective General Manager.
- 73.6 If any carry over of Flexitime credits is not taken at a mutually agreed time within three (3) months of accumulation, the accumulated time is forfeited.
- 73.7 Flexitime is designed to assist Power and Water and employees to achieve a balance between work and family life tailored to the individual and Power and Water requirements.
- 73.8 Individual proposals shall be treated on their merits subject to operational requirements.

#### **74 Work At Public Forums**

- 74.1 The parties agree that within six months of lodgement of this Agreement, Power and Water shall develop guidelines for employees representing Power and Water at public forums or expos outside of normal working hours, which shall be referred to the JCC for review.
- 74.2 The scope of these guidelines shall cover;
  - (a) Employee conduct during public exhibitions;
  - (b) Uniforms or clothing required; and
  - (c) Accrual of time in lieu.
- 74.3 The parties acknowledge that work at such forums remains unpaid and that individuals may negotiate time off in lieu where appropriate, prior to the event taking place.

#### **75 Overtime**

- 75.1 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 71 and days that an employee is normally required to work;
  - (d) "overtime" means time worked other than ordinary time;
  - (e) "salary" means an employee's base salary plus any higher duties allowance; and
  - (f) "shift worker" means an employee whose ordinary hours of duty are rostered to be worked outside the span of hours specified in this Agreement.

- 75.2 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.
- 75.3 Overtime work is not to be performed without prior approval being given by Power and Water.
- 75.4 An employee is not to be required to work overtime 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 shall be unduly affected.
- 75.5 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.
- 75.6 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 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 75.5, shall 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.
- 75.7 Minimum Payment for Telephone and Computer Alarms
- (a) Telephone calls and computer alarms (when the employee does not need to leave home to respond) shall not attract the minimum payment provisions of sub-clause 75.8. Instead payment shall be made at double time for a minimum of 1 hour 30 minutes or the actual time worked, if greater.
  - (b) Subsequent calls or alarms received within the minimum period of payment shall not attract a further minimum payment.
  - (c) Telephone calls and computer alarms (when the employee does not need to leave home to respond) shall not count as overtime for the purposes of entitlement to rest periods.
- 75.8 Minimum Payment for Employees Not in Receipt of Availability or Extra Duty Allowance (Call back)

- (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.
- (c) Where an employee in receipt of availability allowance is required to work scheduled or pre-planned overtime the provisions of this clause shall apply in relation to rest periods, rate of payment and minimum payments. In all other circumstances, the provisions of clause 76 shall apply.

#### 75.9 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 75.10.
- (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.

#### 75.10 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.

### **76 Call Out Arrangements, Rates of Payment, Rest Periods and Minimum Payments**

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

76.2 Call out refers to 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 normal span of hours.

76.3 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 shall be implemented with particular regard given to genuine safety issues and subject to maintenance of appropriate safety standards and seasonal factors.

76.4 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, shall be unduly affected.

76.5 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.

#### 76.6 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 Coordinators and/or System Control should 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 shall 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 shall be entitled to a rest period of ten (10) hours commencing on completion of the last job (when the employee has advised System Control that he or she has completed the allocated work and returned home
- (e) Regardless of any entitlement to a rest period, an employee who is rostered for call out must remain available for call out, subject to sub-clause 76.4.

#### 76.7 Call out times and minimum payments

- (a) Subject to paragraph (d), the minimum payment for an employee in a call out situation shall be two (2) hours at double time.
- (b) A call out shall 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 shall 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 shall be deemed to be overtime and unless otherwise entitled to a rest period, the employee shall commence duty at the normal time.

### 77 Relief for Regional Centres

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

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

77.3 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 shall then source relief staff from within Power and Water as soon as practicable.
- (d) The supervisor shall notify the General Manager of the business unit that a request has been received from the regional centre and keep them informed of the progress to provide relief staff.

### 78 Meal Breaks and Overtime Meal Allowances

78.1 Employees, other than shift workers shall 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.

78.2 Work performed in excess of such a period shall 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 shall apply.

78.3 Overtime Meal Breaks and Allowances

- (a) There shall 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 shall 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 shall be allowed a meal break of twenty (20) minutes which shall be paid at ordinary rates and shall 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 shall be allowed a meal break of twenty (20) minutes which shall be paid at ordinary rates and shall be taken at the conclusion of ordinary hours.
- (e) Power and Water and the employee concerned should agree to a variation of this provision to accommodate particular circumstances, but in no case shall Power and Water 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 shall 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 shall 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) shall 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 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 Power and Water at least the day before the overtime is worked, that the amount of overtime to be worked shall necessarily invoke the meal break provisions of this sub-clause.
- (j) The overtime meal allowance rate is \$20.00 or other amount as determined by the CPE.

**79 Shift Work**

79.1 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.

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

79.3 There shall be a roster of shifts which:

- (a) shall provide for rotation;

- (b) shall provide for not more than eight shifts to be worked in any nine consecutive days; and
  - (c) shall not be changed without four weeks' prior notice.
- 79.4 An employee's shift shall not be changed by Power and Water except by one week's notice or upon payment of a penalty. Such penalty shall be calculated at the rate of double time for all time worked for the period during which the notice of change is less than the required period of seven days.
- 79.5 Afternoon and night shift allowances
- (a) A shift worker whilst on afternoon shift, shall be paid 18.75% more than his or her ordinary rate of pay.
  - (b) A shift worker whilst on night shift shall be paid 22.5% more than his or her ordinary rate of pay.
  - (c) An employee who:
    - (i) during a period of engagement on shift work, works night shift only; or
    - (ii) remains on night shift for a longer period than four consecutive weeks; or
    - (iii) works on night shift which does not rotate or alternate with another shift or day worker so as to give him/her at least 1/3rd of his or her working time off night shift in each shift cycle,
 shall, during such engagement, period or cycle be paid 30% more than his or her ordinary rate of pay for all time worked during ordinary working hours on such night shifts.
- 79.6 Rate for working on Saturday, Sunday and public holiday shifts
- (a) An employee working shifts:
    - (i) between midnight on Friday and midnight on Saturday shall be paid at the minimum rate of time and one half; or
    - (ii) between midnight on Saturday and midnight on Sunday shall be paid at the minimum rate of double time; or
    - (iii) on a public holiday shall be paid at the minimum rate of double time and one half.
- 79.7 Penalty rates in 79.5 and 79.6 are not cumulative. Rates in 79.6 are in substitution for 79.5.
- 79.8 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, that employee shall, 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, be granted a day's pay in lieu if he/she so elects.
- 79.9 An employee rostered to work on a public holiday may receive in lieu of the public holiday penalty which would otherwise be payable, a penalty of time and a half of his/her ordinary rate of pay.
- 79.10 Where part of a shift falls on a Sunday or public holiday such shift shall be paid as a Sunday or public holiday shift if the majority of same is on any such day.
- 79.11 An employee other than a casual employee, not engaged on continuous work, who works on a Sunday or public holiday and (except for meal breaks) immediately thereafter continues that work shall, on being relieved from duty, be entitled to be absent until he/she has had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during that absence.
- 79.12 The terms and conditions for employees required to work 12 hour shifts at CIPS and RGPS shall be in accordance with the agreed arrangements.

## **80 Short-Term Shift Work**

- 80.1 Short term shift work refers to an arrangement under which a day worker is required to perform shift work from Monday to Friday only, for a period exceeding five (5) days, up to and including eight (8) weeks.
- 80.2 A short term shift arrangement may be implemented in accordance with clause 79 above, provided that short term shift arrangements will attract a shift loading of 30% for all hours worked.
- 80.3 Short term shift work shall only be introduced following consultation with the JCC, as outlined in Clause 13 of this Agreement.
- 80.4 Any proposed short term shift arrangement shall have due regard to the health, safety and fatigue management issues.

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

### **81 Public Holidays**

- 81.1 The following days, or any days prescribed, proclaimed or declared by the Administrator, or by or under any Act or Ordinance, to be observed in lieu thereof, shall be observed as public holidays:
- (a) New Year's Day;
  - (b) Australia Day;
  - (c) Good Friday;
  - (d) Easter Saturday;
  - (e) Easter Monday;
  - (f) Anzac Day;
  - (g) May Day (first Monday in May);
  - (h) Queen's Birthday;
  - (i) Show Day (on the day and in the locality which it is gazetted);
  - (j) Picnic Day (first Monday in August);
  - (k) Christmas Day; and
  - (l) Boxing Day.
- 81.2 Power and Water 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.

### **82 Compassionate Leave**

- 82.1 This clause applies to employees other than casual employees.
- 82.2 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 3 days' paid compassionate leave on each occasion. Such leave may be taken as a block of 3 days, in broken periods of at least one day, or as agreed between the employee and the MD.
- 82.3 In addition to the entitlement under 82.2, the MD may grant:
- (a) A further 2 days' paid compassionate leave on each occasion; and
  - (b) A period of unpaid compassionate leave once the entitlement to paid leave is exhausted.
- 82.4 The MD may require an employee to produce documentary evidence of the need for compassionate leave.

### **83 Long Service Leave**

- 83.1 Subject to sub-clause 83.2, By-law 8, as varied from time to time, shall apply to Power and Water employees.
- 83.2 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.
- 83.3 Extra duty allowance shall count as salary for long service leave that accrued after 1 January 2004.

- 83.4 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.
- 83.5 Prior service with the NTPS and Power and Water's apprentice employer shall be recognised for the purposes of long service leave.
- 83.6 Power and Water agrees that any improvements to existing long service leave arrangements that are implemented in the NTPS shall be passed onto Power and Water employees, with effect from the date on which they begin to apply to NTPS employees.

## 84 Parental Leave

### 84.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to parental leave, and replace all By-law and award provisions relating to maternity, paternity, parental and adoption leave, except for those provisions applying to compulsory transferees under By-law 53 that are more generous than the entitlements provided under this clause.

### 84.2 Definitions

For the purposes of this clause:

- (a) '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 12 months; or
  - (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and
    - A. the employer terminated the previous engagement;
    - B. there was not more than 3 months break between the two engagements; and
    - C. the length of the two engagements is at least 12 months.
- (b) 'parental leave' means any of the types of leave stated in sub-clause 84.3.

### 84.3 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	Paid leave	Unpaid leave	Total paid and unpaid leave
84.4(a)(i)	Ordinary maternity – 52 weeks - unpaid	-	52 weeks	52 weeks
84.4(a)(ii)	Ordinary maternity – 52 weeks - paid (based on 12 months continuous service)	14 weeks (or 28 weeks at half pay)	38 weeks	52 weeks
84.4(a)(iii)	Ordinary maternity - 6 years - unpaid (based on 12 months continuous service)	-	6 years	6 years
84.5(a)(i)	Special maternity - pregnancy related illness - unpaid	-	As stated in medical certificate	As stated in medical certificate
84.5(a)(ii)	Special maternity - end of pregnancy - unpaid	-	As stated in medical certificate, up to maximum 52	As stated in medical certificate, up to maximum 52 weeks

			weeks	
84.5(e)(iii)	Special maternity – end of pregnancy - paid (based on 12 months 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
84.6(a)(i)	Paid paternity/partner	1 week		1 week
84.6(a)(ii)	Paternity/partner – 1 week unpaid (eligible casuals)		1 week	1 week
84.6(a)(iii)	Paternity/partner – 52 weeks - unpaid	-	52 weeks	52 weeks
84.6(a)(iv)	Paternity/partner – 6 years – unpaid (based on 12 months continuous service)	-	6 years	6 years
84.7(a)(i)	Leave to attend interviews prior to adoption	-	2 days	2 days
84.7(a)(ii)	Adoption – 3 weeks - unpaid	-	3 weeks	3 weeks
84.7(a)(iii)	Adoption – 52 weeks - unpaid	-	52 weeks	52 weeks
84.7(a)(iv)	Adoption – 52 weeks - paid (based on 12 months continuous service)	14 weeks (or 28 weeks at half pay)	38 weeks	52 weeks
84.7(a)(v)	Adoption – up until child's sixth birthday (based on 12 months continuous service)	-	Up until the child's sixth birthday	Up until the child's sixth birthday

- (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 shall 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 shall be for a period of at least 12 months, unless otherwise approved by the MD; and
    - C. only one employee is entitled to access paid parental leave under this clause.
  - (iii) Weekends, public holidays, programmed days off and rostered days off are part of maternity leave and do not extend the period of leave.
- (c) With the exception of eligible casual employees, this clause does not apply to employees engaged on a casual basis. Eligible casual employees are only entitled to access the unpaid parental leave entitlements set out in sub-clauses 84.4(a)(i), 84.5(a), 84.6(a)(ii), 84.6(a)(iii), 84.7(a)(i), 84.7(a)(ii) and 84.7(a)(iii).

#### 84.4 Ordinary Maternity Leave

- (a) Subject to the requirements of this sub-clause, an employee may access any one of the following ordinary maternity leave entitlements:
- (i) 52 weeks unpaid leave;
  - (ii) 52 weeks leave, with the first 14 weeks to be paid, provided the employee has completed 12 months continuous service at the time of commencing leave; or

- (iii) 6 years unpaid leave, provided the employee has completed 12 months 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 shall only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (c) To be entitled to ordinary maternity leave, an employee must give the MD the following notice and documents:
  - (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 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, the child's birth certificate.
- (d) The employee shall not be in breach of paragraph (c) if the failure to give the required notification and documents is because of the birth occurring earlier than expected or any other compelling circumstance.
- (e) An employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.
- (f) Where an employee continues to work within the six week period immediately prior to the expected date of birth, the employee must provide a medical certificate from a registered medical practitioner stating that she is fit to work on her normal duties.
- (g) The MD may require the employee to start ordinary maternity leave if the employee:
  - (i) does not give the MD the required certificate within 7 days after a request to do so; or
  - (ii) within 7 days after such request, gives the MD a medical certificate stating that the employee is unfit to work.
- (h) Where a pregnant employee who has already complied with the requirements of sub-clause (c) provides the MD with a medical certificate from a registered 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 MD must, if reasonably practicable, transfer the employee to a safe job with no other change to the employee's terms and conditions of employment until the commencement of ordinary maternity leave.
- (i) If it is not reasonably practicable to transfer the employee to a safe job, the employee may take paid leave, or the MD may require the employee to take paid leave immediately for a period which ends at the earliest of either:
  - (i) the end of the period stated in the medical certificate;
  - (ii) the day before the employee commences ordinary maternity leave; or
  - (iii) the day before the end of the pregnancy.
- (j) 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 84.13 apply.
- (k) Subject to paragraph (c), where an employee becomes pregnant whilst exercising the 6 year ordinary maternity leave entitlement, the period of leave may be extended until the sixth birthday of the child resulting from the subsequent pregnancy.

#### 84.5 Special Maternity Leave

- (a) In addition to any paid sick leave entitlements available to an employee, subject to the requirements of this sub-clause, an 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 at least 12 weeks pregnant and the pregnancy has ended other 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 registered 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 paragraph (a)(i):
  - (i) shall be unpaid,
  - (ii) must end before the employee starts any period of ordinary maternity leave; and
  - (iii) shall 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 paragraph (a)(ii) shall 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 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.
- (f) Where an employee's qualifying period of 12 months continuous service referred to in paragraph (e)(iii) ends within 14 weeks of the date on which the employee commenced leave, paid leave shall only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (g) To be entitled to special maternity leave an employee must as soon as is reasonably practicable, give the MD 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 registered 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 registered medical practitioner stating that:
    - A. the employee's pregnancy has ended after the first 12 weeks of the pregnancy, other than by the birth of a living child; and
    - B. the employee shall be unfit for work for a stated period.

#### 84.6 Paternity/Partner Leave

- (a) Subject to the requirements of this sub-clause, an employee may access the following paternity/partner leave entitlements:
  - (i) one (1) week of paid paternity/partner leave to commence within one week of 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) one (1) week of unpaid paternity/partner leave to commence within one week of the day that the employee's spouse begins to give birth in the case of an eligible casual employee, with such leave able to be taken at the same time that the employee's spouse is taking paid or unpaid maternity leave

- (iii) 52 weeks unpaid paternity/partner leave, provided that such leave must end within 12 months of the date of the birth of the child; or
  - (iv) 6 years unpaid leave, provided the employee has completed 12 months continuous service at the time of commencing leave.
- (b) To be entitled to paternity/partner leave, an employee must give the MD the following notice and documents:
- (i) in the case of paternity/partner leave under paragraph (a)(i) or (a)(ii):
    - A. not less than 10 weeks before the expected date of the birth, a medical certificate stating that the employee's spouse is pregnant and the expected date of the birth; and
    - B. as soon as is reasonably practicable, written notice of the dates on which the employee proposes to start and finish the period of paternity/partner leave; and
  - (ii) in the case of paternity/partner leave under (a)(iii) or (a)(iv):
    - 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; and
      - 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
      - III. as soon as reasonably practicable, the child's birth certificate.
- (c) The employee shall not be in breach of paragraph (b) if the failure to give the required period of notice is because of the birth occurring earlier than expected or any other compelling circumstance.
- (d) Where an employee's child dies during a period of paternity/partner leave under paragraph (a)(iii) or (a)(iv), 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 84.13 apply.

#### 84.7 Adoption Leave

- (a) Subject to the requirements of this sub-clause, an employee who is adopting a child is entitled to:
- (i) up to 2 days unpaid leave to attend any interviews or examinations required to obtain the adoption approval, which may be taken together or as separate periods;
  - (ii) up to 3 weeks of unpaid adoption leave which:
    - A. must be taken within the 3 weeks starting on the day of the placement of the child with the employee;
    - B. must be deducted from the maximum period of adoption leave available under paragraphs (iii) to (v), and
    - C. may be taken at the same time that the employee's spouse is taking adoption leave;
  - (iii) 52 weeks unpaid leave, which may commence at any time in the 2 weeks before the date of placement and must end within 12 months of the date of commencement of the leave;
  - (iv) 52 weeks leave, which may commence at any time in the 2 weeks before the date of placement and must end within 12 months of the date of commencement of leave, with the first 14 weeks to be paid, provided the employee has completed 12 months continuous service at the time of commencing leave; or
  - (v) Up to 6 years unpaid leave, provided the employee has completed 12 months continuous service at the time of commencing leave, with such leave commencing at any time in the 2 weeks before the date of placement and continuing until the child's sixth birthday.

- (b) Where an employee's qualifying period of 12 months continuous service referred to in paragraph (a)(iv) ends within 14 weeks of the date on which the employee commenced adoption leave, paid leave shall only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (c) To be entitled to adoption leave, an employee must give the MD the following notification and documents:
  - (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:
    - A. not less than 14 days before the proposed day of the placement in the case of adoption leave taken under paragraph (a)(ii); and
    - B. not less than 10 weeks before the first day of the proposed leave in the case of adoption leave taken under paragraphs (a)(iii) to (a)(v);
  - (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;
    - B. in the case of adoption leave taken under (a)(iii) to (a)(v), a statutory declaration stating that the employee intends to be the child's primary care-giver at all times while on adoption leave.
- (d) The employee shall not be in breach of paragraph (c) 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.
- (e) Where an employee has commenced a period of adoption leave and the adoption 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 84.13 apply.
- (f) Subject to paragraph (c), where an employee exercising adoption leave under paragraph (a)(v) adopts another child during the period of leave, the period of leave may be extended until the sixth birthday of the child relating to the second adoption.

#### 84.8 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 half pay.

#### 84.9 Access to other leave entitlements while on parental leave

- (a) An employee on unpaid parental leave may access accrued recreation leave, long service leave and personal leave entitlements, at any time within 52 weeks of commencing the period of unpaid parental leave.
- (b) An employee may only access accrued personal leave under paragraph (a) if he or she provides a certificate from a registered health practitioner, except that an employee exercising the 6 year ordinary maternity leave option under sub-clause 84.4(a)(iii) may

access accrued personal leave for the first 14 weeks of parental leave, without providing a certificate.

- (c) An employee may not access accrued recreation leave, long service leave, or personal leave entitlements during any period of parental leave occurring after the first 52 weeks of parental leave, and any such accrued leave shall be frozen until such time as the employee resumes duty or ceases employment.
- (d) Where an employee on parental leave accesses other leave entitlements under this sub-clause, the maximum period of parental leave shall not be extended.

#### 84.10 Employment while on parental leave

- (a) Subject to the MD's approval, an employee on parental leave without pay may return to duty.
- (b) An employee on parental leave without pay may engage in outside employment in accordance with section 61 of PSEMA.
- (c) Employment under paragraphs (a) or (b) above shall not:
  - (i) Prevent the employee from re-commencing parental leave; or
  - (ii) Extend the maximum period of parental leave.

#### 84.11 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 MD shall 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 shall have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the MD about any significant matter that shall 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-clause 84.14(a)(iii).

#### 84.12 Variation of period of parental leave

- (a) An employee may extend the nominated period of parental leave stated in his or her application on one occasion (up to the stated maximum period) by giving the MD 14 days notice before the end of the period, stating the period by which the leave shall be extended.
- (b) The period of parental leave may be further extended (up to the stated maximum period) or shortened by written agreement between the employee and the MD.

#### 84.13 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 weeks after the date of birth of the child.
- (b) An employee must give the MD written notice of the date on which he or she intends to return to work following a period of parental leave as follows:
  - (i) 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.
- (c) An employee returning from a period of up to 52 weeks' parental leave is entitled to the position which he or she held immediately prior to commencing leave, or in case of an employee who:
  - (i) was transferred to a safe job under sub-clause 84.4(h) 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.
- (d) An employee returning from a period in excess of 52 weeks' parental leave shall be entitled to a position at the same level as the position that he or she held immediately prior to commencing leave, or in the case of an employee who:
  - (i) was transferred to a safe job under sub-clause 84.4(h) prior to commencing leave, to a position at the same level as the position held immediately prior to such transfer; or
  - (ii) was promoted to a new position during the period of parental leave, to a position at the same level as the new position.

#### 84.14 Right to request

- (a) To assist in reconciling work and parental responsibilities, an employee is entitled to request that the MD allow the employee:
  - (i) To extend the period of parental leave which may be taken at the same time as the employee's spouse under sub-clauses 84.6(a)(i) and 84.7(a)(ii) to a maximum period of eight weeks;
  - (ii) To extend the period of ordinary maternity leave under sub-clauses 84.4(a)(i) or 84.4(a)(ii) by a further 52 weeks; and
  - (iii) To return to work on a part-time basis until the child reaches school age, provided that such request is made not less than 8 weeks prior to the date that the employee is due to return to work.
- (b) The MD shall consider the request 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 grounds related to the effect of the request on Power and Water's business, including cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and the MD's decision in respect of the request must be recorded in writing.
- (d) Any additional parental leave granted under paragraphs (a)(i) or (a)(ii) shall be unpaid.

#### 84.15 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of another employee taking parental leave.
- (b) Before the MD engages a replacement employee the MD must inform that person of the temporary nature of the employment and of the return to work rights of the employee who is being replaced.

#### 84.16 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), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under sub-clause 84.9, shall count as service.
- (c) Subject to paragraph (e), any period of unpaid parental leave shall not count as service.
- (d) Where any employee elects to take paid parental leave at half pay in accordance with sub-clause 84.8, only the first 14 weeks of the period of paid parental leave shall 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 of unpaid maternity or adoption leave, shall count as service.

## 85 Recreation Leave

### 85.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to recreation leave, and replace all By-law and award entitlements relating to recreation leave.

### 85.2 Definitions:

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

- (a) "Shiftworker" means an employee who works rostered shifts including day shift, afternoon shift and night shift.
- (b) "Month" means a calendar month.
- (c) "Year" means a calendar year.

### 85.3 Recreation Leave Entitlement

- (a) Employees (except for those engaged on a casual basis) are entitled to recreation leave entitlements as follows:
  - (i) 5 weeks paid recreation leave per year in the case of employees who commenced employment with Power and Water or the NTPS on or after 1 July 2001;
  - (ii) 6 weeks paid recreation leave per year in the case of employees who commenced employment with 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 day shift worker, provided that in the case of a shift worker rostered to perform duty on less than ten Sundays during a year shall 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 hours or more which commences or ceases on a Sunday shall count in the calculation of entitlements in paragraphs (a)(iii).

### 85.4 Election to convert entitlement

- (a) An employee can make a once only election to reduce his/her recreation leave entitlement to a minimum of 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 shall 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 shall have effect from 1 January of the following year.

### 85.5 5 Weeks to 6 Weeks Option

- (a) An employee who commenced after 1 July 2001 shall have the option to accrue one additional week of recreation leave in lieu of overtime.
- (b) The election to accrue one additional week of recreation leave in lieu of overtime shall be in writing and submitted to the employee's manager before 1 December each year for the following year.
- (c) The one (1) additional week leave shall accrue at either time and one half or double time for each hour worked, in accordance with the overtime provisions of this Agreement.
- (d) An election to accrue additional recreation leave shall not be made by using hours worked under the following arrangements:
  - (i) Extra Duty Allowance;
  - (ii) Flexitime;
  - (iii) Annualised salary; or

- (iv) Any other arrangement where additional hours are collectively paid.
- (e) An employee under one of the above arrangements may work overtime to meet the requirements of the number of hours in lieu before entering or starting into the arrangement for that calendar year.
- (f) Overtime or time in lieu to be worked shall be approved in advance and be credited as overtime or time in lieu for the purposes of gaining one (1) additional week of recreation leave.
- (g) This option is available to employees in Band 4 at the same rate of accrual as if the employee was entitled to overtime.

#### 85.6 Cash out of leave

An employee may apply, in writing, to the MD to cash-out up to two weeks of his/her available recreation leave each year.

#### 85.7 Administration of leave

- (a) An employee's recreation leave shall be calculated and recorded in hours and minutes.
- (b) Power and Water has an obligation to facilitate employees accessing recreation leave, and that equally, employees have an obligation to take recreation leave on a regular basis.
- (c) A recreation leave plan shall be prepared by the first working day of January each year, setting out a roster of recreation leave arrangements covering all employees in the work unit for the following twelve (12) month period.
- (d) The leave plan shall be published on the basis of "first in, best dressed" principle, allowing the supervisor to rotate employees at peak times, to ensure that the leave plan is equitable.
- (e) Peak times include:
  - (i) June/July – school holidays
  - (ii) December/January – Christmas and school holidays
  - (iii) Major plant overhaul periods
- (f) The leave plan should provide employees with the ability to renegotiate leave arrangements with the relevant manager subject to Power and Water's operational requirements.

#### 85.8 Accrual of leave

- (a) An employee shall accrue a portion of his/her annual recreation leave entitlement for each completed four weeks of continuous service.
- (b) A part-time employee shall accrue recreation leave on a pro-rata basis proportional to his/her hours of work.
- (c) Where an employee has been on leave without pay for 22 working days or more in a year, the period of absence on leave without pay does not count as service.

#### 85.9 Granting of leave

- (a) Subject to Power and Water's operational requirements, the MD may, on application in writing by the employee, grant recreation leave.
- (b) The granting of recreation leave under paragraph (a) shall not be unreasonably refused.

#### 85.10 Excess leave

- (a) Where an employee has available recreation leave in excess of two years worth of recreation leave entitlements (or three years in the case of compulsory transferees), the MD may, on giving a minimum of two months notice, direct the employee to take up to one quarter of the available recreation leave.
- (b) An employee who has been directed to take leave shall identify the preferred time to take leave.

- (c) Where an employee fails to identify the preferred time to take leave, the MD may, after consulting with the employee, direct the employee to take the leave at a time suitable to Power and Water's business operations.

#### 85.11 Public Holidays

Where a public holiday occurs during recreation leave, the employee is entitled to payment at the same rate as the rate allowed for recreation leave and the period of the public holiday is not deducted from the employee's recreation leave entitlement.

#### 85.12 Illness during leave

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

#### 85.13 Payment in Lieu

- (a) Where an employee ceases employment, other than by death, the employee is entitled to payment in lieu of any available recreation leave entitlement.
- (b) Where an employee dies, or after consideration of all the circumstances the CPE has directed that an employee shall be presumed to have died on a particular date, the MD 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 MD's discretion.

### **86 Recreation Leave Loading**

#### 86.1 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 shall 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 purpose of recreation leave loading; or
  - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the September 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 shall be equivalent to the shift penalties.

#### 86.2 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) shall be the salary payable had the employee been employed on 1 January of that year.

### 86.3 Automatic cash-out of recreation leave loading

- (a) Where an employee has two or more recreation leave loadings, the following automatic payment provisions shall apply:
- (i) The common cash-up date for the automatic payment of recreation leave loadings is the second payday in January of each year or in any case by the end of January each year;
  - (ii) An employee with two accrued recreation leave loadings as at 1 January shall have one recreation leave loading automatically paid on the common cash-up date of that year;
  - (iii) An employee with three or more accrued recreation leave loadings as at 1 January shall have two recreation leave loadings automatically paid on the common cash-up date of that year;
  - (iv) Recreation leave loadings shall be paid in the order of accrual;
  - (v) Recreation leave loadings shall 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 shall be fully taxed.
- (b) The automatic payment of recreation leave loadings shall not apply to shiftworkers.

## 87 Recreation Leave Airfares

- 87.1 By-law 33, as varied from time to time, shall apply to Power and Water employees.
- 87.2 The automatic cash payment of an air fare under By-law 33(15), shall be paid on the common cash-up date, being the first payday on or after 1 May each year.
- 87.3 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.
- 87.4 An employee can elect to use an accrued air fare in conjunction with travelling time under By-law 33 by giving notice in writing two (2) months before the common cash-up date.
- 87.5 The provisions of this clause shall apply to compulsory transferees.

## 88 Personal Leave

### 88.1 General

- (a) This clause sets out entitlements in relation to personal leave taken by an employee:
- (i) because of a personal illness or injury suffered by the employee (sick leave); or
  - (ii) to provide care and support to a member of the employee's immediate family or household who requires such care and support because of:
    - A. a personal illness or injury of the member; or
    - B. an unexpected emergency affecting the member (carer's leave).
- (b) The provisions of this clause set out all entitlements in relation to personal leave, and replace all By-law and award provisions relating to sick and carer's leave.

### 88.2 Definitions

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

- (a) Child includes adopted child, stepchild, exnuptial child and adult child.
- (b) Personal leave year means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement

### 88.3 Paid Personal Leave Entitlement

- (a) On appointment, permanent and temporary employees shall be credited with a pro rata amount of the annual entitlement in paragraph (b) as reflects the period of employment from the commencement date to 1 January in the next calendar year,

provided that in the case of temporary employees the amount credited cannot exceed the amount that the employee is entitled to over the duration of his/her contract.

- (b) An employee shall be credited with an annual entitlement of 3 weeks of paid personal leave on 1 January each year, provided that in the case of temporary employees the amount credited cannot exceed the amount that the employee is entitled to for the remainder of his/her contract.
- (c) A part-time employee shall receive paid personal leave on a pro-rata basis proportional to his/her hours of work.
- (d) A casual employee is not entitled to paid personal leave.
- (e) Paid personal leave is cumulative.
- (f) Paid personal leave is calculated and recorded in hours and minutes.
- (g) An employee's paid personal leave entitlement shall 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.

#### 88.4 Accessing Paid Personal Leave

- (a) Subject to the requirements of sub-clauses 88.6 and 88.7 an employee is entitled to access:
  - (i) Paid sick leave up to a maximum of his or her accrued personal leave entitlement. and
  - (ii) Paid carer's leave up to a maximum of 10 days accrued personal leave in any personal leave year, or such higher number of accrued personal leave days as agreed by the MD.
- (b) An employee may access personal leave without providing documentary evidence, up to a maximum of 3 days or the equivalent number of hours of duty per personal leave year, provided that no more than 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 shall 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.

#### 88.5 Additional Personal Leave

- (a) Subject to the requirements of sub-clauses 88.6 and 88.7, an employee who has exhausted his/her entitlement to paid personal leave under sub-clause 88.4(a)(ii) is entitled to access up to 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 2 days or any separate periods as agreed between the employee and the MD.
- (b) After considering all relevant circumstances, the MD 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 shall be deemed to be sick/carer's leave for all other purposes under the provisions of this clause.
- (c) Power and Water agrees that:
  - (i) within one month of the lodgement of this Agreement it shall seek delegation from the CPE to the MD in relation to the approval of additional sick leave on full pay to an employee who has exhausted all of his or her sick leave entitlement;

- (ii) within three months of the lodgement of this Agreement, it shall draft guidelines to assist in the processes of applying for and granting such additional sick leave,
- (iii) the guidelines shall be referred to the JCC for comment prior to their implementation.

(d) The provisions of paragraphs (a) and (b)(i).apply to casual employees.

#### 88.6 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 shall notify his/her manager by telephone of such absence at the first opportunity of such absence.

#### 88.7 Documentation Requirements

- (a) An employee must apply for personal leave in writing in the form required by the MD as soon as it is reasonably practicable for the employee to make the application.
- (b) Subject to sub-clause 88.4(b), to be entitled to personal leave an employee must, as soon as reasonably practicable provide the MD with the following documentary evidence:
  - (i) a medical certificate from a registered health practitioner; or
  - (ii) if it is not reasonably practicable for the employee to provide a medical certificate, a statutory declaration made by the employee stating the reasons for, and length of absence

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

Subject to the requirements of sub-clauses 88.6 and 88.7, an employee may access paid personal leave during periods of recreation, long service and parental leave.

#### 88.9 Medical examination at the direction of the MD

- (a) The MD 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 of the PSEMA.
- (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 shall be subject to the findings of the medical examination.
- (c) The MD shall 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 MD may initiate disciplinary action.
- (d) A conflict of medical opinion between the employee's registered health practitioner and the findings of the medical examination shall be referred to the Northern Territory Medical Advisor for consultation and resolution with the Chief Health Officer.

- (e) The Northern Territory Medical Advisor or the Chief Health Officer may at their discretion, arrange for a further examination by another approved registered health practitioner, private registered health practitioner or specialist and any associated costs shall be borne by Power and Water.

#### 88.10 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 *Public Health 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 MD 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.

#### 88.11 War service

The CPE shall 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.

#### 88.12 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.

### **89 Emergency Leave**

By-law 15 (Emergency Leave) is not available to employees in Power and Water.

### **90 Special Leave Without Pay**

By-law 16 (Special Leave Without Pay) shall apply to Power and Water employees.

### **91 Miscellaneous Leave**

By-law 18 (Miscellaneous Leave) shall apply to Power and Water employees.

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

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

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

- 93.1 An employee subpoenaed or called as a witness shall promptly notify his or her supervisor.
- 93.2 Other than where an employee is subpoenaed or called as a witness on behalf of the Commonwealth, a State or a Territory, the employee should be given to understand clearly that the leave is recreation leave or leave without pay. Where, however, a charge is made by Power and Water for an employee's attendance in such cases, he should be regarded as being on duty.
- 93.3 Where an employee is required to attend as a witness on behalf of the Commonwealth, a State or a Territory the employee may elect to receive payment of witness fees or receive

normal pay, but not both. If such attendance is in his or her own time, he or she may elect to be credited with time on duty for the period of attendance or accept payment of witness fees.

93.4 Leave with pay shall count as service. Leave without pay shall not count as service.

#### **94 Release for Jury Service**

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

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

94.3 An employee who attends for jury service during ordinary hours of duty shall pay to the Receiver of Territory Monies such proportion of fees received for his or her attendance as Power and Water 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.

94.4 Such leave shall count as service.

#### **95 Workplace Relations Training Leave**

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

- (a) Power and Water operating requirements permit the grant of leave;
- (b) that the scope, content and level of the short courses are such as to contribute to a better understanding of workplace relations;
- (c) that the short training courses are not provided by a trade union;
- (d) leave granted under this clause shall be with full pay, not including shift and penalty payments or overtime; and
- (e) leave of absence granted under this clause shall count as service for all purposes.

#### **96 Study Leave**

96.1 By-law 41 does not apply to Power and Water employees.

96.2 An employee should apply to the MD for:

- (a) Recognition of a course of study; and
- (b) Assistance to undertake or continue a course of study.

96.3 Study leave is not an automatic entitlement and the approval of applications made under this clause shall be subject to the operational and financial requirements of Power and Water.

96.4 The MD should determine that a course of study is relevant to Power and Water when:

- (a) The course of study is a short course of instruction which is relevant to the functions of Power and Water;
- (b) The course of study is a first qualification which is relevant to Power and Water;
- (c) The course of study is a subsequent qualification which, would be of substantial benefit to Power and Water; or
- (d) The course of study is a course leading to an AQF certificate, which is relevant to the employee's career in Power and Water.

96.5 Subject to work unit requirements and budget the MD should 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 produces proof of payment;
  - (c) Study leave 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; and
  - (d) Study leave 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.
- 96.6 The MD shall not approve study leave under paragraphs 96.5(c) or 96.5(d) where the approved course of study is available outside normal working hours.
- 96.7 The approval for study leave with pay does not include time off to prepare for examinations.
- 96.8 An employee undertaking an approved distance education course of study shall be entitled to:
- (a) a period of paid leave not exceeding four (4) weeks in any year, including travelling time, in order to attend residential components of the course; and
  - (b) two (2) days of paid study leave, per approved unit of study, per semester.
- 96.9 The MD shall 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.
- 96.10 The MD should not approve the reimbursement of the Higher Education Contribution Scheme (HECS) incurred by an employee in respect of an approved course of study unless the MD 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;
  - (b) The amount does not exceed the amount payable in relation to the discounted liability of the employee had the employee paid HECS in advance;
  - (c) The employee has paid the full amount of the contribution claimed;
  - (d) The employee has satisfactorily completed the approved course of study or unit of study; and has produced evidence of meeting all requirements as set by the institution or course provider in relation to the unit or course of study and has satisfactorily completed the course to which the fee pertains; and
  - (e) The employee was employed by Power and Water at the time the liability was incurred and is an employee at the time of making the application.
- 96.11 The MD shall not authorise reimbursement of fees or HECS 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.

# Attachment 1 – Salary Structures

## Administrative and Corporate Services employee

Admin Stream	Exist Pay Point	Salary Effective 10.8.06	Salary Effective 9.8.07 (4%)
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*SME	5	98,720	102,669
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Band	Exist Pay Point	Salary Effective 10.8.06	Salary Effective 9.8.07 (4%)
Band 4 **SMA	2	85,270	88,681
	1	81,220	84,469
Band 3	5	81,220	84,469
	4	77,340	80,434
	3	73,660	76,606
	2	70,140	72,946
	1	66,810	69,482
Band 2	7	66,810	69,482
	6	63,620	66,165
	5	60,580	63,003
	4	57,700	60,008
	3	54,950	57,148
	2	52,330	54,423
	1	49,840	51,834
	10	49,840	51,834
Band 1	9	47,460	49,358
	8	45,210	47,018
	7	43,050	44,772
	6	41,000	42,640
	5	39,050	40,612
	4	37,190	38,678
	3	35,420	36,837
	2	33,730	35,079
	1	32,140	33,426

Trainee Non-Classified	Exist Pay Point	Salary Effective 10.8.06	Salary Effective 9.8.07 (4%)
Trainee Non-Classified	4	37,380	38,875
	3	32,400	33,696
	2	29,910	31,106
	1	27,420	28,517

New Pay Point	Salary # Effective FPP on or after Lodgement	Salary Effective 21.8.08 (3%)	Salary Effective 20.8.09 (3%)
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1	102,669	105,749	108,921
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2^	93,122	95,915	98,793
	88,681	91,341	94,081

4	84,469	87,003	89,613
	80,434	82,847	85,332
	76,606	78,905	81,272
	72,946	75,134	77,388

6	69,482	71,567	73,714
	66,165	68,150	70,194
	63,003	64,893	66,840
	60,008	61,808	63,662
	57,148	58,862	60,628
	54,423	56,056	57,738
	51,834	53,389	54,990
	49,358	50,839	52,364

10	51,834	53,389	54,990
	49,358	50,839	52,364
	47,018	48,429	49,882
	44,772	46,115	47,499
	42,640	43,919	45,237
	40,612	41,830	43,085
	38,678	39,838	41,033
	36,837	37,942	39,080
	35,079	36,132	37,216
	33,426	34,428	35,461

4	38,875	40,041	41,243
	33,696	34,707	35,748
	31,106	32,040	33,001
	28,517	29,372	30,253

# To remove dual pay points, the existing pay point 1 of Bands 2, 3 and 4 will cease to apply as of the first pay period (FPP) on or after lodgement of this Agreement. With the exception of employees on a pay point that ceases to apply, employees will not receive a salary increase as a result of renumbering of the remaining pay points. For example, an employee on existing pay point 5 of Band 2 will move to the new pay point 4 of Band 2 on the same salary. Employees on the existing pay point 1 of Bands 2, 3 and 4 will translate to the new pay point 1 in their respective Band level on a higher salary.

^ An additional pay point in the Band 4 - SMA will be accessible on successful completion of the next MyPlan cycle.

\* SME - Senior Manager Executive

\*\* SMA - Senior Manager Administrative

## Science & Engineering Professional, Graduate and Undergraduate

Prof Stream		Exist Pay Point	Prof Stream	Exist Pay Point	Salary Effective 10.8.06	Salary Effective 9.8.07 (4%)	New Pay Point	Salary # Effective FPP on or after Lodgement	Salary Effective 21.8.08 (3%)	Salary Effective 20.8.09 (3%)				
Graduate	4 Yr ~ degree	2	Band 4	5	98,720	<b>102,669</b>	4	<b>102,669</b>	105,749	108,921				
		1		4	94,020	<b>97,781</b>		3	97,781	100,714	103,736			
	3 Yr ~ degree	2		3	89,540	<b>93,122</b>		2	93,122	95,915	98,793			
		1		2	85,270	<b>88,681</b>		1	88,681	91,341	94,081			
	Under Graduate	4*		1	Band 3	5		81,220	<b>84,469</b>	4	<b>84,469</b>	87,003	89,613	
						4		77,340	<b>80,434</b>		3	80,434	82,847	85,332
						3		73,660	<b>76,606</b>		2	76,606	78,905	81,272
						2		70,140	<b>72,946</b>		1	72,946	75,134	77,388
						1		66,810	<b>69,482</b>		6	<b>69,482</b>	71,567	73,714
					Band 2	7		66,810	<b>69,482</b>	5		66,165	68,150	70,194
						6		63,620	<b>66,165</b>	4		63,003	64,893	66,840
						5		60,580	<b>63,003</b>	3		60,008	61,808	63,662
						4		57,700	<b>60,008</b>	2^^		57,148	58,862	60,628
					3	54,950		<b>57,148</b>	1^	54,423	56,056	57,738		
2			52,330		<b>54,423</b>	Under Graduate	4*	49,840	<b>51,834</b>	4*	<b>44,054</b>	45,376	46,737	
1			49,840		<b>51,834</b>		4	47,460	<b>49,358</b>	4	<b>38,875</b>	40,041	41,243	
4			42,360		<b>44,054</b>	3	37,380	<b>38,875</b>	3	<b>33,696</b>	34,707	35,748		
4			37,380		<b>38,875</b>	2	29,910	<b>31,106</b>	2	<b>31,106</b>	32,040	33,001		
3	32,400	<b>33,696</b>	1	27,420	<b>28,517</b>	1	<b>28,517</b>	29,372	30,253					
2	29,910	<b>31,106</b>												
1	27,420	<b>28,517</b>												

\* 4 Year with Trade or Technical qualification

# To remove dual pay points, the existing pay point 1 in Bands 2, 3 and 4 will cease to apply as of the first pay period (FPP) on or after lodgement of this Agreement. With the exception of employees on a pay point that ceases to apply, employees will not receive a salary increase as a result of renumbering of the remaining pay points. For example, an employee on the existing pay point 5 of Band 2 will move to the new pay point 4 of Band 2 on the same salary. Employees on the existing pay point 1 of Bands 2, 3 and 4 will translate to the new pay point 1 in their respective Band level on a higher salary.

~ Effective from the first pay period on or after lodgement of this Agreement:

All current Graduates will translate to a new pay point as follows:

- 3 year degree pay point 1 will translate to new pay point 1 of Band 2
- 3 year degree pay point 2 will translate to new pay point 2 of Band 2
- 4 year degree pay point 1 will translate to new pay point 2 of Band 2
- 4 year degree pay point 2 will translate to new pay point 3 of Band 2

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

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

**Trainee Technical Specialist, Technician, Technical Specialist and Senior Technical Specialist**

Existing Technical Stream	Exist Band	Exist Pay Point	Salary Effective 10.8.06	Salary Effective 9.8.07 (4%)
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* Effective FPP on or after Lodgement		Salary Effective 21.8.08 (3%)	Salary Effective 20.8.09 (3%)
New Technical Structure and Pay Points	Salary		

STS	Technical Specialist	3	3	73,660	<b>76,606</b>	STS	3*	Technical Specialist	7*	80,434	82,847	85,332	
		3	2	70,140	<b>72,946</b>		2		6	76,606	78,905	81,272	
		2	7	66,810	<b>69,482</b>		1		6	72,946	75,134	77,388	
		2	6	63,620	<b>66,165</b>		7		5	69,482	71,567	73,714	
		2	5	60,580	<b>63,003</b>		6		4	66,165	68,150	70,194	
		2	4	57,700	<b>60,008</b>		5		3	63,003	64,893	66,840	
	Trainee TS #	Technical Specialist	2	3	54,950		<b>57,148</b>		4	2	60,008	61,808	63,662
			2	2	52,330		<b>54,423</b>		3	1	57,148	58,862	60,628
			2	1	49,840		<b>51,834</b>		2		54,423	56,056	57,738
			1	9	47,460		<b>49,358</b>		1		51,834	53,389	54,990
Trainee TS	Technician	2	2	52,330	<b>54,423</b>	4	4	47,018	48,429	49,882			
		2	1	49,840	<b>51,834</b>	3	3	42,640	43,919	45,237			
		1	9	47,460	<b>49,358</b>	2	2	36,244	37,331	38,451			
						1	1	29,848	30,743	31,666			

\* An additional pay point in the Technical Specialist and Senior Technical Specialist (STS) structures will be accessible on successful completion of the next MyPlan cycle.

#

Trainee Technical Specialists (Trainee TS) on existing pay points will move to corresponding pay points in the new Technician structure on the same salary. Progression through the Technician structure will be in accordance with the criteria set out in Attachment 4 of this Agreement and on achievement of specified targets under the MyPlan program.

**Trainee Service Coordinator, Service Coordinator and Senior Service Coordinator**

Existing Service Coordinator Stream	Exist Band	Exist Pay Point	Salary Effective 10.8.06	Salary Effective 9.8.07 (4%)
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* Effective FPP on or after Lodgement		Salary Effective 21.8.08 (3%)	Salary Effective 20.8.09 (3%)
New Service Coordinator Structure and Pay Points	Salary		

Service Coordinator	SSC	3	4	77,340	<b>80,434</b>
		3	3	73,660	<b>76,606</b>
		3	2	70,140	<b>72,946</b>
		2	7	66,810	<b>69,482</b>
		2	6	63,620	<b>66,165</b>
		2	5	60,580	<b>63,003</b>
		2	4	57,700	<b>60,008</b>
		2	4	57,700	<b>60,008</b>
		2	3	54,950	<b>57,148</b>
	Trainee SC	2	2	52,330	<b>54,423</b>
		2	1	49,840	<b>51,834</b>
		1	9	47,460	<b>49,358</b>

Service Coordinator	SSC	4*	<b>84,469</b>	<b>87,003</b>	<b>89,613</b>
		3	<b>80,434</b>	<b>82,847</b>	<b>85,332</b>
		2	<b>76,606</b>	<b>78,905</b>	<b>81,272</b>
	1	<b>72,946</b>	<b>75,134</b>	<b>77,388</b>	
		6	<b>69,482</b>	<b>71,567</b>	<b>73,714</b>
		5	<b>66,165</b>	<b>68,150</b>	<b>70,194</b>
		4	<b>66,165</b>	<b>68,150</b>	<b>70,194</b>
		3	<b>63,003</b>	<b>64,893</b>	<b>66,840</b>
		2	<b>60,008</b>	<b>61,808</b>	<b>63,662</b>
		1	<b>60,008</b>	<b>61,808</b>	<b>63,662</b>
	Trainee SC	4*	<b>57,148</b>	<b>58,862</b>	<b>60,628</b>
		3	<b>54,423</b>	<b>56,056</b>	<b>57,738</b>
		2	<b>51,834</b>	<b>53,389</b>	<b>54,990</b>
		1	<b>49,358</b>	<b>50,839</b>	<b>52,364</b>

\* An additional pay point in the Trainee Service Coordinator (Trainee SC), Service Coordinator and Senior Service Coordinator (SSC) structures will be accessible on successful completion of the next MyPlan cycle.

**Service Worker and Senior Service Worker**

Service Worker Stream	Pay Point	Salary Effective 10.8.06	Salary Effective 9.8.07 (4%)	Salary Effective 21.8.08 (3%)	Salary Effective 20.8.09 (3%)
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Senior SW	SSW2	73,660	<b>76,606</b>	<b>78,905</b>	<b>81,272</b>
	SSW1	70,140	<b>72,946</b>	<b>75,134</b>	<b>77,388</b>
Service Worker	SW7	66,810	<b>69,482</b>	<b>71,567</b>	<b>73,714</b>
	SW6.5	63,620	<b>66,165</b>	<b>68,150</b>	<b>70,194</b>
	SW6	62,110	<b>64,594</b>	<b>66,532</b>	<b>68,528</b>
	SW5.5	59,140	<b>61,506</b>	<b>63,351</b>	<b>65,251</b>
	SW5	57,700	<b>60,008</b>	<b>61,808</b>	<b>63,662</b>
	SW4.5	54,950	<b>57,148</b>	<b>58,862</b>	<b>60,628</b>
	SW4	53,640	<b>55,786</b>	<b>57,459</b>	<b>59,183</b>
	SW3.5	51,080	<b>53,123</b>	<b>54,717</b>	<b>56,358</b>
	SW3	49,840	<b>51,834</b>	<b>53,389</b>	<b>54,990</b>
	SW2	45,210	<b>47,018</b>	<b>48,429</b>	<b>49,882</b>
	SW1	41,000	<b>42,640</b>	<b>43,919</b>	<b>45,237</b>

## **Attachment 2 – Redeployment and Redundancy Provisions**

### **PART A - Redeployment and Redundancy Entitlements**

- 1. Representation**
- 2. Definitions**
- 3. Finding of Other Employment**
- 4. Notice of Redundancy**
- 5. Voluntary Retrenchment**
- 6. Notice of Transfer or Termination of Employment**
- 7. Leave and Expenses to Seek Employment**
- 8. Election to Terminate Employment or be Transferred**
- 9. Provision of Income Maintenance**
- 10. Calculation of Income Maintenance Payments**
- 11. Retention of Employee During Notice Periods**
- 12. Refusal of Suitable Employment or Training**
- 13. Moving Household**
- 14. Use of Accumulated Sick Leave**
- 15. Compensation for Losses etc**
- 16. Rights of Appeal**
- 17. Substitution or Other Provisions**
- 18. Exemption**

## 1 Representation

An employee to whom these provisions apply may choose to be represented at any stage by a nominated representative.

## 2 Definitions

For the purposes of these provisions:

- (a) "Potentially surplus employee" means:
- (i) An employee who is in a class comprising a greater number of employees than is necessary for the efficient and economical working of Power and Water; or
  - (ii) An employee whose services cannot be effectively used because of technological or other changes in the work methods of Power and Water, or changes in the nature, extent or organisation of the functions of Power and Water.
- (b) "Suitable employment" means employment agreed to be suitable by the CPE or the MD of Power and Water, the employee and his/her nominated representative having regard to an employee's:
- (i) skills/qualifications profile;
  - (ii) background and experience;
  - (iii) designation level;
  - (iv) salary level (the inclusion of allowances or loadings as salary, other than temporary promotion allowance, is at the discretion of the CPE);
  - (v) expressed desires in respect of alternative employment;
  - (vi) retraining requirements; and
  - (vii) current work location.
- (c) "Service" means a period of continuous service with the NTPS, which includes service as a compulsory transferee as defined in accordance with By-Law 45(1) of PSEMA.

**Note:** An employee who is classified as a voluntary transferee and becomes or is likely to become redundant from the date of effect of this Agreement will for all purposes of redeployment and redundancy, have their previous continuous service with the Commonwealth Government recognised. A voluntary transferee is an employee who was on leave without pay under the former Australian Public Service Regulation 61Q prior to 1 October 1987 to work for the NT Public Service, having prior continuous service with the Commonwealth Government.

## 3 Finding of Other Employment

- 3.1 The MD and the CPE must make every endeavour to place a potentially surplus employee in other suitable employment or arrange training for such employment.
- 3.2 In addition to any other action the MD and/or CPE may have taken in the period before notice is given in accordance with clauses 4 or 6, the MD and CPE will, during all such period of notice, make every endeavour to place the employee in other suitable alternative employment or arrange training for such alternative employment.

## 4 Notice of Redundancy

- 4.1 Where the CPE decides that redeployment of any potentially surplus employee is not feasible:
- (a) An employee is entitled to 6 months formal notice that he or she is surplus to the requirements of the NTPS; or

(b) where an employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 12 months formal notice that he or she is surplus to the requirements of the NTPS.

4.2 A surplus employee cannot be given notice under this clause if:

(a) he or she has not been invited to elect for retrenchment in accordance with clause 5; or

(b) the employee has made an election for retrenchment and the CPE has refused to approve it.

## **5 Voluntary Retrenchment**

5.1 Where an employee is unable to be placed in other suitable employment or retrained, the employee may be invited to volunteer retrenchment in accordance with this clause, subject to the Redeployment Procedures set out in Part B of this Attachment.

5.2 Where the CPE approves an election for retrenchment under this clause, the period of notice is 4 weeks subject to sub-clause 5.3. The period of notice for an employee over the age of 45 years is 5 weeks.

5.3 The employee may be retrenched at any time within the period of notice under sub-clause 5.2 where:

(a) the CPE so directs or the employee so requests; and

(b) the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.

5.4 An employee retrenched in accordance with this clause is entitled to be paid a sum equal to 2 weeks salary including, where applicable, Northern Territory allowance:

(a) for each completed year of continuous service; and

(b) a pro rata payment for the months of continuous service completed since the last year of continuous service,

provided that the minimum payable under this sub-clause is 4 weeks salary and the maximum is 48 weeks salary.

5.5 For the purpose of calculating payment under clause 5.4:

(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/her higher designation at the date of notification;

(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 salary;

(c) the inclusion of other allowances which are in the nature of salary shall be at the discretion of the CPE.

5.6 All recreation leave, long service leave and leave loading entitlements, including pro rata entitlements, must be paid in full.

5.7 An employee is entitled to all reasonable removal and relocation expenses. This entitlement should be used within 90 days after the date of retrenchment unless otherwise approved by the CPE.

5.8 An 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 sub-clause 5.7,

5.9 The airfare entitlement referred to in sub-clause 5.8 must be used within 90 days after the date of retrenchment, unless otherwise approved by the CPE.

## **6 Notice of Transfer or Termination of Employment**

6.1 An employee must be given 4 weeks formal notice that he or she shall be transferred to a lower salary or employment shall be terminated when:

- (a) the relevant period of notice in clause 4 has expired and the employee cannot be placed in other suitable employment;
- (b) the relevant period of notice in clause 4 has expired and the training for alternative employment cannot be arranged.

6.2 An employee over the age of 45 years is entitled to 5 weeks formal notice that he or she shall be transferred to a lower salary or shall be terminated from employment.

## **7 Leave and Expenses to Seek Employment**

For the purpose of attending employment interviews, an employee who has received notice in accordance with clauses 4 or 6 is entitled to reasonable:

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

## **8 Election to Terminate Employment or be Transferred**

8.1 With the approval of the CPE, an employee who has received notice in accordance with clauses 4 or 6 may elect to terminate employment or be transferred before the expiry date of the notice period. The date elected then becomes the date of termination of employment or transfer.

8.2 Where the CPE approves an election to terminate employment, the employee shall be entitled to receive payment in lieu of salary for the unexpired portion of the notice period. This payment includes Northern Territory Allowance where it is applicable.

8.3 An employee who has declined an invitation to volunteer retrenchment prior to clauses 4 and 6 being invoked, is not entitled to receive a greater payment under subclause 8.2 than the employee would have been entitled to receive had he or she elected to be voluntarily retrenched.

## **9 Provision of Income Maintenance**

An employee shall be able to receive maintenance of income payments in accordance with clauses 10, 11 and 12 where his or her employment is terminated or where he or she has been transferred to a lower designation and salary.

## **10 Calculation of Income Maintenance Payments**

10.1 Income maintenance payments are calculated as follows:

- (a) where an employee is unemployed, an amount equivalent to his or her salary level at the date of termination of employment less the amount, if any, of unemployment benefits;
- (b) where an employee obtains employment, the amount, if any, necessary to bring his or her salary at the lower level up to the salary level at the date of the transfer or termination of employment.

10.2 Where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date which he or she received notice under clause 4, the employee's salary, for the purposes of this clause, is that received at the higher designation at the date of receiving notice.

- 10.3 The inclusion of allowances or loadings as salary, other than temporary promotion allowance, is at the discretion of the CPE.
- 10.4 The appeal procedure prescribed by clause 16 is available to settle disputes under this clause.

### **11 Retention of Employee During Notice Periods**

An employee is entitled to be retained as an employee for the notice periods referred to in clauses 4 and 6 provided that where his or her employment is terminated during either of the notice periods pursuant to clause 8, he or she is entitled to receive maintenance of income payments, if any, for the balance of the relevant notice period; and if the employee's circumstances so require.

### **12 Refusal of Suitable Employment or Training**

Where an employee becomes unemployed, he or she shall not be eligible to receive maintenance of income payments if they refuse offers of suitable employment or suitable training.

### **13 Moving Household**

An employee is entitled to all reasonable expenses associated with moving his or her household to a new location if, in the opinion of the CPE, the transfer is necessary to enable the employee to take up alternative employment.

### **14 Use of Accumulated Personal Leave**

- 14.1 The periods of notice under clauses 4 and 6 shall be extended by any periods of certificated personal leave taken during such periods.
- 14.2 An employee who, at the date of termination or transfer, has accumulated personal leave credits is entitled to receive maintenance of income payments in respect of loss of income through sickness until such time as those accumulated personal leave credits have been exhausted, provided that:
- (a) the rate of payment shall be as set out in clause 10;
  - (b) the entitlement to maintenance of income payments under this sub-clause:
    - (i) shall not exceed six months leave credits;
    - (ii) shall not apply to uncertificated absences;
  - (c) the period for which maintenance of income payments are paid shall be extended by the period or periods for which payments are made under this sub-clause;
  - (d) access to personal leave credits is available only during the period of income maintenance.

### **15 Compensation for Losses etc**

An employee who is eligible for the payment of maintenance of income 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 or termination of employment which in the opinion of the CPE were brought about by the termination of employment or transfer.

### **16 Rights of Appeal**

- 16.1 A surplus employee shall have the right of appeal 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.
- 16.2 The appeal is to be referred to an independent committee which must report its findings to the CPE and provide a recommendation for appropriate action.

16.3 This entitlement does not affect the employee's rights under the *Workplace Relations Act 1996*.

## **PART B - Redeployment and Redundancy Procedures**

- 1. Power and Water Action**
- 2. Recording and Monitoring by the CPE**
- 3. Redeployment**
- 4. Retraining**
- 5. Voluntary Retrenchment**
- 6. Notice of Redundancy**
- 7. Application of Inability Provisions to Former Redeployees**
- 8. Duty of Care**
- 9. Prior Service with the Australian Public Service**

### **Preamble**

These procedures cover all situations where employees are identified as potentially surplus. Where large numbers of potentially surplus employees require redeployment as a result of major restructuring or major organisational change the Management of Change procedures under this Agreement shall be followed.

The following procedures should be considered in conjunction with Part A of this Attachment, and Part 6 and Employment Instruction Number 1 of the PSEMA. These procedures do not apply to an employee who, in accordance with section 46 of the PSEMA, is unable or unfit to perform in his/her normal position or field of work, and requires assistance with redeployment.

# **1 Power and Water Action – When an Employee is Identified as Being Potentially Surplus**

## **1.1 Advice to the Employee**

When Power and Water identifies an employee as being potentially surplus to its staffing requirements, the following action must take place:

- (a) The MD must advise the employee in writing of the following:
  - (i) The employee's potentially surplus status with Power and Water and the reason for such status, and include copies of these procedures.
  - (ii) Whether or not Power and Water is likely to permanently place the employee within the next 3-6 months.
  - (iii) A request to arrange an interview date and time at which the employee's status is to be discussed and that a nominated employee representative may be present if desired.
- (b) The employee is to acknowledge receipt of notification and a copy is to be placed on the case file.
- (c) A confidential case file must be raised to record redeployment details of the employee.

## **1.2 The Interview**

Power and Water shall ensure the interview is conducted by a suitably skilled and experienced employee who, with regard to the redeployee's status, explains and discusses:

- (a) Sections 41, 42 and 43 of the PSEMA and these procedures;
- (b) Redeployment possibilities including transfer to a lower level and salary maintenance;
- (c) Relocation;
- (d) Retraining;
- (e) Responsibilities/expectations and observations of employee;
- (f) The CPE's and the MD's expectations of the employee in respect of redeployment which includes a commitment to retraining and active job seeking;
- (g) Power and Water's and CPE's roles and responsibilities;
- (h) Appeal rights;
- (i) Request an up to date copy of CV, and provide assistance with preparation if needed; and
- (j) Career Planning.

## **1.3 Advice to the CPE**

Power and Water must also send a copy of the letter referred to in 1.1 (a) to the CPE, with the following employee supplementary information:

- (a) Full name;
- (b) AGS number;
- (c) Date of birth;
- (d) Name of union eligible to become a member of and whether a member at present;
- (e) Work contact telephone number;
- (f) Designation;

- (g) Date of commencement in Power and Water/NTPS/Australian Public Service; and
- (h) Date Compulsory transferred to the NTPS; and
- (i) Location current and preferred.

#### 1.4 **Redeployment and Retraining Action**

Power and Water shall undertake action set out in Sections 3 and 4 of these procedures during the stages of redeployment and retraining under both sections 41 and 43 of the PSEMA.

#### 1.5 **When to Seek Assistance of the CPE**

- (a) Where the MD has notified an employee under section 41 of the PSEMA to be potentially surplus, and after 4 months of unsuccessful attempts at redeployment and retraining, or sooner if a poor prognosis is apparent, the MD shall formally seek the assistance of the CPE in accordance with Section 43 of the PSEMA, and ensure the following action is taken:
  - (i) Advise the employee in writing of action under section 43 of the PSEMA.
  - (ii) Include a request to arrange an interview date and time at which the employee's status is to be discussed and advise that a nominated employee representative may be present if desired.
  - (iii) Arrange for a representative of the CPE to attend the interview.
- (b) The interview referred to above is to address information outlined under section 1.2 of these procedures.

## **2 Recording and Monitoring by the CPE**

### 2.1 **The CPE shall cause the following action to take place:**

- (a) Where an employee has been notified in accordance with Section 41 of the PSEMA as being potentially surplus, the CPE shall ensure the employee's details are recorded on a central data base for the purpose of maintaining statistical information, and maximising redeployment opportunities and reporting to government.
- (b) Where an employee has been notified in accordance with section 43 the PSEMA, the CPE shall write to the employee acknowledging notification and the request for assistance from Power and Water. This letter shall also advise the employee of a contact person within the Office of the CPE, should the employee have any queries about his/her status. The CPE shall enter the employee's reviewed Section 43 status on the database.
- (c) Power and Water information and recommendations shall be assessed and the MD shall be advised to take one or more of the following courses of action:
  - (i) Redeployment (refer Section 3).
  - (ii) Retraining (refer Section 4).
  - (iii) Voluntary retrenchment (refer Section 5).
  - (iv) Notice of redundancy (refer Section 6).
  - (v) Further consider career planning.
- (d) Monitor, assess, review and provide advice to Power and Water and employee on matters relating to the redeployment process.
- (e) Review and assess all interview reports recommending the non-selection of a redeployee following referral for assessment for a vacancy.

### **3 Redeployment – Power and Water Actions Under Section 41 and 43 of PSEMA**

#### **3.1 Monitoring Vacancies**

- (a) The MD shall ensure that all permanent vacancies within the NTPS are monitored for redeployment purposes. Monitoring of vacancies should also be extended to redeployees on leave only if the employee concerned has requested to be notified of vacancies and has made appropriate arrangements.
- (b) Temporary vacancies must also be considered if there is a reasonable expectation that the temporary vacancy shall become a permanent vacancy, or could be used for retraining.
- (c) Although formal notification action is not required in respect of temporary vacancies that are less than 6 months duration, they are still required for redeployment purposes and can provide ideal retraining opportunities for redeployees.
- (d) The MD shall ensure that temporary vacancy notifications are distributed throughout the NTPS.
- (e) All temporary vacancy notices must also be forwarded to the Office of the CPE.
- (f) Power and Water is required to consider its own potentially surplus employees for permanent vacancies prior to undertaking recruitment action (Section 3.2 refers).
- (g) Media advertising should not occur where placement of a redeployee is likely.

#### **3.2 Matching Redeployees Within Power and Water to Vacancies**

- (a) In identifying a vacancy, the MD shall consider Power and Water's redeployees with the objective of matching the employee and the vacancy in the context of the following points:
  - (i) The employee's skills/qualifications profile;
  - (ii) Care should be taken in checking that an employee's qualifications are relevant to a vacancy especially with regard to vacancies requiring formal qualifications;
  - (iii) The employee's background and experience;
  - (iv) Designation/ classification level;
  - (v) Salary level (the inclusion as salary of allowances or loadings, other than temporary promotion allowance, shall be at the discretion of the CPE);
  - (vi) The employee's expressed desires in respect of alternative employment;.
  - (vii) Retraining requirements; and
  - (viii) The employee's preferred work location.
- (b) Placement of a redeployee in a temporary vacancy especially a short-term vacancy, should not defer any activity in finding the employee a suitable permanent vacancy.

#### **3.3 Applications for Vacancies and Redeployees**

- (a) Power and Water must actively encourage its redeployees to apply for suitable vacancies and monitor the NTPS Employment Opportunities information for this purpose.
- (b) Where a redeployee has directly applied for a vacancy he/she should advise the case officer to ensure the case officer formally refers the employee for assessment in accordance with Section 3.4 of these procedures.

- (c) A redeployee may, if he/she desires, apply for a vacancy by requesting that the case officer forward a copy of his/her resume under a covering letter from Power and Water

#### 3.4 **Assessment and Selection of Redeployees for an Advertised Vacancy**

- (a) The suitability of a redeployee shall be considered in the added context of ability to perform the duties of the vacancy with a reasonable period of training.
- (b) Where more than one redeployee is assessed for a vacancy, selection based on the merit principle shall apply between the redeployees.
- (c) Where a redeployee is being considered for a vacancy outside of Power and Water, Power and Water and the relevant Agency are to liaise with each other regarding assessment of the employee.
- (d) Redeployment may take place at the employee's substantive level or to a lower level and salary.
- (e) Where a redeployee is transferred to a lower level, the MD shall:
  - (i) Advise the CPE, in accordance with Clause 9 (Provision of Income Maintenance) of Part A of this Attachment, of a request for maintenance of income.
  - (ii) Unless the MD can substantiate otherwise, maintenance of income shall be assessed for payment for a period of either 6 or 12 months based on the notice period the employee would be eligible for in accordance with Clause 4 of Part A of this Attachment.

#### 3.5 **Redeployee Assessed as Suitable**

Where a redeployee is assessed as suitable, with or without training, the employee shall be transferred under Section 35 or 43 of the PSEMA, and the relevant parties advised accordingly. Appropriate consultation with the workplace shall take place to ensure that the work environment is conducive to successful placement. Upon successful placement the employee's case file shall be closed.

#### 3.6 **Redeployee Assessed as Unsuitable**

- (a) Where an employee is assessed as unsuitable, the Agency that conducted the interview shall:
  - (i) Forward the interview report including copies of the job specification's selection criteria, referee reports and the redeployees application for the vacancy, to the CPE for assessment.
  - (ii) Advise the employee that the report has been referred to the CPE for assessment.
  - (iii) Provide the employee with a copy of the interview report relating to the employee.
- (b) All recruitment action shall be frozen until the CPE has completed the assessment of documentation associated with the interview panel's recommendation. In assessing the interview panel's report the CPE may request clarification from persons associated with the interview process.
- (c) The redeployee may request the interview panel to conduct a post interview counselling session.
- (d) If the CPE accepts the interview panel's report, the CPE shall advise the Agency to proceed with recruitment action.
- (e) If the CPE concludes that there has been unfair or unreasonable treatment of the redeployee through the selection processes the CPE shall:

- (i) Instruct the CEO of the relevant Agency to take appropriate action to resolve the matter.
- (ii) Advise all relevant parties of the action taken.

### **3.7 Action After 3 Months of Active and Unsuccessful Job Referrals**

- (a) The redeployee shall be re-interviewed by Power and Water every three months to discuss the following matters (an employee representative may be present if the redeployee desires):
  - (i) The employee's attitude toward redeployment.
  - (ii) Likelihood of permanent placement within the next 3 to 6 months.
  - (iii) Clarification of the employee's needs, ie. Retraining.
  - (iv) Future options, such as continuation of the redeployment process, voluntary retirement, notice of redundancy.
- (b) The discussion and outcome/action be must be documented and placed on the redeployee's case file.

## **4 Retraining – Power and Water Action Under Sections 41 & 43 of PSEMA**

- (a) Where an employee needs additional skills or exposure to new areas of work, a retraining program may be arranged in consultation with the employee to take place over a 3 to 6 month period. Such a retraining program shall be arranged by Power and Water, but not necessarily within Power and Water.
- (b) Retraining is generally undertaken in a structured "on-the-job" training program. The redeployee may be placed in an area of work as an additional person or in an actual temporary vacancy.
- (c) If a temporary vacancy is used as a training placement, it is expected that there would be a structured training program applied to the placement for the purpose of assessing the redeployee's performance and ability associated with new skills to be learned.
- (d) Power and Water shall monitor retraining progress. Written progress reports completed by the supervisor of the training placement are to be sent to Power and Water at least once a month. The supervisor, before forwarding the report to Power and Water, should discuss it with the redeployee and give him/her an opportunity to comment and sign the report.
- (e) Where it is considered necessary and reasonable, formal courses of study may be considered for retraining purposes.

## **5 Voluntary Retrenchment**

- 5.1 Where every endeavour has been made to place a potentially surplus employee in other suitable employment or arrange training for such employment, and after assessing all relevant information and the circumstances of the case, and it is considered that the employee is unable to be retrained, the MD shall arrange for a meeting with the employee and his / her representative, if appropriate, to discuss the option of voluntary retrenchment.
- 5.2 In discussing the option of voluntary retrenchment the provisions of Clause 5 of Part A of this Attachment should be addressed.
- 5.3 If all parties agree, the MD shall request that the CPE formally invite the redeployee to elect to be voluntarily retrenched and, where accepted, the employee may be retrenched in accordance with Clause 5 of Part A of this Attachment.

- 5.4 It should be made clear to the employee that only the CPE can formally invite an employee to be voluntary retrenched.

## **6 Notice of Redundancy**

- 6.1 Clause 4 of Part A of this Attachment shall not be formally invoked unless prior advice is given to the employee and his / her representative, if appropriate, in a meeting which shall be arranged by the CPE.
- 6.2 The process is outlined in Clauses 4 and 5 of Part A of this Attachment. Clause 5 of Part A of this Attachment shall not apply where Clauses 4 or 6 have been invoked.
- 6.3 Some features of the notice process are outlined below:
- (a) During all periods of notice, the redeployment process and retraining, if necessary, shall continue as outlined in Clauses 3 and 4 of these Procedures.
  - (b) Normal entitlements shall continue to accrue.
  - (c) At any time during all periods of notice, an employee may elect, with the CPE's approval, to terminate employment from the Power and Water or be transferred.
  - (d) An employee may be transferred at his/her substantive level or to a lower level and salary. Where an employee is transferred to a lower level and salary, income maintenance in accordance with Part A of this Attachment shall apply.
  - (e) Assistance may be provided to an employee where the employee wishes to seek employment outside the NTPS.
- 6.4 If the employee's employment is to be terminated, either during or at the end of a notice period, the CPE shall advise all relevant parties and the employee's case file shall be closed.

## **7 Application of Inability Provisions to Former Redeployees**

If a redeployee has been placed in accordance with clause 3.5 of these procedures and the placement is unsuccessful, despite appropriate training being provided, the MD shall be notified and shall arrange discussions with the employee and his / her representative, if appropriate and, if required, the CPE. Discussions shall include but need not be exclusively confined to:

- (a) Transferring the employee;
- (b) Further training;
- (c) Notification to the CPE; and
- (d) Commencement of the Inability process provided under Employment Instruction Number 6.

## **8 Duty of Care**

- 8.1 Power and Water and the CPE are required to exercise due care to ensure that staff who prepare/provide information to employees are suitably qualified to do so, provide accurate information, including any calculations of entitlements and taxation deductions on those entitlements, and maintain confidentiality in relation to the employee's entitlements and employment.
- 8.2 If further clarification on taxation is sought, employees should be referred to the Australian Taxation Office. Employees should also be advised to seek financial advice from a qualified professional.

## **9 Prior Service with the Australian Public Service**

- 9.1 An employee, who is classified as a voluntary transferee and becomes, or is likely to become, redundant from the date of effect of this award, shall for all purposes of this award have their previous continuous service with the Commonwealth Government recognised. A voluntary transferee is an employee who was on leave without pay under the former Australian Public Service Regulation 61Q prior to 1 October 1987 to work for the Northern Territory Public Service, having prior continuous service with the Commonwealth Government.
- 9.2 It should also be noted that some cases may arise where an employee has service that falls outside of the scope of this definition, and which the employee, or his / her representative, or Power and Water believes should warrant inclusion for the purpose of calculating redundancy payments under Clause 5 of Part A of this Attachment. Such cases may be considered under Clause 17 of Part A of this Attachment. However, no guarantee of agreement to include such service should be given to the employee. Rather, the provisions of Clause 17 should be explained with advice that agreement the CPE must be obtained for service outside of the scope of the definition to be included, and that such agreement shall not necessarily be forthcoming. It is open to Power and Water, the employee or his / her representative to submit a proposal to the CPE.

## Attachment 3 – Work Life Balance Initiatives

### 1 General

- 1.1 In addition to the principles contained in clause 18 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 Subject to clause 85.8(c) of this Agreement 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. However, as the second half of the period of leave does not exceed 22 days, the entitlement to recreation leave will be unaffected.
- If an employee utilises 5 weeks recreation leave over a period of 10 weeks at half pay:
  - all service based entitlements other than recreation leave will be deferred by 5 weeks; and
  - as the second half of the period of leave exceeds 22 days, the annual entitlement to recreation will be reduced by one twelfth.

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

#### 3.1 Entitlement to purchased leave

- (a) An employee who has completed 12 months continuous service may, with approval of the MD, purchase between one to six weeks additional leave per year with a corresponding reduction in the number of working weeks, with the result that:
  - (i) An employee who is entitled to 6 weeks recreation leave may purchase additional leave as follows:

Additional 6 weeks purchased leave	(12 weeks leave in total)
Additional 5 weeks purchased leave	(11 weeks leave in total)
Additional 4 weeks purchased leave	(10 weeks leave in total)
Additional 3 weeks purchased leave	(9 weeks leave in total)
Additional 2 weeks purchased leave	(8 weeks leave in total)
Additional 1 week purchased leave	(7 weeks leave in total)

- (ii) An employee who is entitled to 5 weeks recreation leave may purchase additional leave as follows:

Additional 6 weeks purchased leave	(11 weeks leave in total)
Additional 5 weeks purchased leave	(10 weeks leave in total)
Additional 4 weeks purchased leave	(9 weeks leave in total)
Additional 3 weeks purchased leave	(8 weeks leave in total)
Additional 2 weeks purchased leave	(7 weeks leave in total)
Additional 1 week purchased leave	(6 weeks leave in total)

- (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 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 12 month period. Payments will be deducted from the employee's gross fortnightly salary.

For example, an employee earns a gross salary of \$47,006 per annum or \$1802.15 per fortnight. He purchases an additional 4 weeks leave which equates to two fortnightly pays (ie. \$3604.30) .

His 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 12 months for purchasing additional leave may be implemented with the MD's approval.

### 3.3 Administrative

- (a) Purchased leave will count as service for all purposes.
- (b) Purchased leave does not attract a leave loading.
- (c) Subject to paragraph (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 83.2.
- (d) The requirement to exhaust recreation leave and long service leave entitlements does not apply to an employee who is entitled to 5 weeks' recreation leave under clause 85.3(a)(i) and seeks to purchase an additional one week of leave, to bring his/her total leave in line with the 6 week recreation leave entitlement under clause 85.3(a)(ii).

- (e) If an employee does not use the purchased leave within the period agreed, it will lapse and the employee will be reimbursed monies paid.
- (f) Purchased leave must be taken in minimum periods of one week.
- (g) A public holiday that falls within a period of purchased leave will not extend the period of the leave.

### 3.4 Independent Advice

Prior to entering into or ceasing a purchased leave arrangement an employee must be advised to 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 Application

To access purchased leave an employee must complete the standard purchased leave application form, which requires the employee to provide the following information:

- (a) details of the employee and the workplace;
- (b) duration of the purchased leave arrangement;
- (c) dates for the purchased leave to be taken; and
- (d) how arrangements can be accommodated in the workplace.

### 3.6 Agreement

- (a) A purchased leave agreement must be in writing and, as a minimum, must include:
  - (i) details of the employee and the workplace;
  - (ii) duration of the arrangement;
  - (iii) dates for the purchased leave to be taken;
  - (iv) a declaration that the employee has been advised to seek financial advice regarding the arrangement;
  - (v) calculations used to determine salary deductions;
  - (vi) details of the right of return to the pre-existing employment arrangement;
  - (vii) other matters the MD deems relevant to the arrangement; and
  - (viii) signatures of the employee and MD.
- (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 MD.

### 3.7 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 4 weeks written notice to the MD, provided that approval of the request is at the discretion of the MD, based on operational and other relevant considerations.
  - (ii) At the initiative of the MD, on the giving of 3 months written notice to the employee, along with reasons for the cessation.
  - (iii) The employee ceases employment with Power and Water;
  - (iv) The employee moves to a new work area within Power and Water (unless the new work area agrees to continue the arrangement).

- (b) Where a purchased leave arrangement ceases, the employee will be reimbursed a lump sum payment of monies paid within 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.

#### **4 Extended Leave Scheme**

##### **4.1 General principles**

- (a) This scheme allows for 5 year agreements, comprising 4 years of work, followed by 1 year of extended leave
- (b) Salary and allowances are reduced to 80% for 5 years to pay for the 1 year of extended leave.
- (c) The extended leave may only be taken in the 5th year.

##### **4.2 Administrative**

- (a) Extended leave will not break continuity of service.
- (b) Extended leave will count as service for all purposes.
- (c) Extended leave will not attract a leave loading.
- (d) The employee's deductions for extended leave will be increased in accordance with salary increases applying during the period of the agreement.
- (e) A public holiday that falls within a period of extended leave will not extend the period of the leave.

##### **4.3 Independent Advice**

Prior to entering into or ceasing an extended leave arrangement an employee must be advised to 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.

##### **4.4 Application**

To access extended leave an employee must complete the standard extended leave application form, which requires the employee to provide the following information:

- (a) details of the employee and the workplace;
- (b) duration of the extended leave arrangement; and
- (c) dates for the extended leave to be taken.

##### **4.5 Agreement**

- (a) An extended leave agreement must be in writing and, as a minimum, must include:
  - (i) details of the employee and the workplace;
  - (ii) duration of the extended leave arrangement;
  - (iii) dates for the extended leave to be taken;
  - (iv) a declaration that the employee has been advised to seek financial advice regarding the arrangement;
  - (v) calculations used to determine salary deductions;
  - (vi) details of the right of return to the pre-existing employment arrangements;

- (vii) other matters deemed relevant to the arrangements; and
  - (viii) signatures of the employee and MD.
- (b) An extended leave agreement is non-renewable. On the expiry of an existing agreement, the employee may lodge a new application for approval by the MD.

#### 4.6 Cessation of extended leave

- (a) An extended leave arrangement may cease in the following ways:
- (i) At the request of the employee on the giving of 3 months written notice to the MD, provided that approval of the request is at the discretion of the MD, based on operational and other relevant considerations.
  - (ii) At the initiative of the MD, on the giving of 3 months written notice to the employee, along with reasons for the cessation.
  - (iii) The employee ceases employment with the NTPS;
  - (iv) The employee moves to a new work area within Power and Water (unless the new work area agrees to continue the arrangement).
- (b) Where an extended leave arrangement ceases in accordance with paragraph (a), the employee will be reimbursed a lump sum payment of monies paid within 2 months of the date of cessation, provided that where the employee has already commenced the period of extended 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.

## Attachment 4 – Progression Criteria

### 1 Administrative and Corporate Services Officers

- 1.1 An Administrative or Corporate Services Officer's progression through each Band within the structure is performance based, incorporating personal performance, specialist development and contribution to the team's performance.
- 1.2 An Administrative or Corporate Services Officer's progression to the next Band is merit based. This does not mean that an Administrative or Corporate Services Officer must have obtained every item on the checklist from the previous Band.
- 1.3 An Administrative or Corporate Services Officer's development should incorporate specialised discipline and management competencies.
- 1.4 An Administrative or Corporate Services Officer's career path may elect to progress by either a primary focus on a specialised discipline and to a lesser extent management or a more equal focus on a specialised discipline and management.
- 1.5 The following is a checklist of skills that have been identified as an essential minimum for an Administrative or Corporate Services Officer. These skills will be reviewed with the Administrative or Corporate Services Officer's manager to assist in identifying the necessary development over the following twelve (12) months.
- 1.6 For Administrative or Corporate Services Officer employees in Band 1:
  - (a) Effective oral and written communication
  - (b) Time Management
  - (c) Quality, Safety, and Environment
  - (d) Awareness of bullying, harassment, & discrimination
  - (e) Assertiveness Skills
  - (f) Recruitment
  - (g) Appropriate specialised development within the discipline; and
  - (h) Progress to achieve an AQF Certificate 3.
- 1.7 For Administrative or Corporate Services Officer employees in Band 2:
  - (a) Report writing
  - (b) Effective presentations
  - (c) Assertiveness Skills
  - (d) Running Meetings
  - (e) Recruitment
  - (f) Managing Conflict
  - (g) Quality, Safety, and Environment
  - (h) Appropriate specialised development within the discipline
  - (i) The following checklist of skills is dependant on the Corporate Services Officer's job role
    - (i) Project management
    - (ii) Contract Management
    - (iii) Contractor Management
    - (iv) Financial Analysis & Economic Evaluation
    - (v) Negotiation

- 1.8 For Administrative or Corporate Services Officer employees in Band 3:
- (a) Project management
  - (b) Contract Management
  - (c) Contractor Management
  - (d) Financial Analysis & Economic Evaluation
  - (e) Leadership and mentoring
  - (f) Negotiation
  - (g) Investigations
  - (h) Managing Conflict – bullying & harassment, discrimination
  - (i) Recruitment
  - (j) Succession planning
  - (k) Strategic planning
  - (l) Appropriate specialised development within the discipline
  - (m) Appropriate management development – preference will be given to achieving a Graduate Diploma in Business Studies
- 1.9 For Administrative or Corporate Services Officer employees in Band 4:
- (a) Media contact
  - (b) Strategic planning
  - (c) Succession planning
  - (d) Leadership and Coaching
  - (e) Management of Change
  - (f) Appropriate specialised development - preference will be given to achieving post-graduate studies within the discipline.
  - (g) Appropriate management development – preference will be given to achieving a Graduate Diploma in Business Studies.
- 1.10 Within 6 months of lodgement of this Agreement, Power and Water will develop guidelines which identify the essential minimum skills and other relevant criteria required for Band 4 Administrative and Corporate Service Officer employees to progress to the Senior Manager Executive classification.
- 1.11 A Trainee Administrative or Corporate Services employee shall be employed on a temporary contract of employment until attainment of a Business or Administration qualification.
- 1.12 An existing employee transferred to the Trainee Administrative or Corporate Services stream, shall maintain their employment status as permanent or temporary until attainment of a Business or Administration qualification.
- 1.13 An offer of permanent employment as an Administrative employee will be at the discretion of Power and Water and subject to the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Trainee Administrative employee

## **2 Science and Engineering Professionals**

- 2.1 A science and engineering professional's progression through each Band within the structure is performance based, incorporating personal performance, professional development and contribution to the team's performance.

- 2.2 A science and engineering professional's progression to the next Band is merit based.
- 2.3 A science and engineering professional's development should incorporate key discipline and management competencies.
- 2.4 A science and engineering professional may elect to progress by either maintaining a primary focus on their technical discipline and to a lesser extent management or a more equal focus on a technical discipline and management.
- 2.5 Power and Water shall request that the CPE issue a determination to the effect that the provisions of existing Determination 7 of 1998 (which, subject to CEO approval, allows employees within the NTPS Professional classification who are being promoted to a particular level, to be paid at a pay point higher than the base pay point for that level) also apply to Power and Water Science and Engineering Professionals.
- 2.6 The following is a check-list of skills that have been identified as an essential minimum for a science and engineering professional. These skills will be reviewed with the science and engineering professional's manager to assist in identifying the necessary development over the following twelve (12) months:
- 2.7 For science and engineering professional classification employees in Band 2:
  - (a) Appropriate professional development within the discipline
  - (b) Effective oral and written communication
  - (c) Report writing
  - (d) Effective presentations
  - (e) Assertiveness Skills
  - (f) Running Meetings
  - (g) Time Management
  - (h) Managing Conflict
  - (i) Quality, Safety, and Environment
- 2.8 For science and engineering professional classification employees in Band 3:
  - (a) Appropriate professional development within the discipline
  - (b) Project management
  - (c) Contract Management
  - (d) Contractor Management
  - (e) Financial Analysis & Economic Evaluation
  - (f) Leadership and mentoring
  - (g) Negotiation
  - (j) Investigations
  - (k) Managing Conflict – bullying & harassment, discrimination
  - (l) Recruitment
  - (m) Appropriate management development – preference will be given to achieving a Graduate Diploma in Business Studies
- 2.9 For science and engineering professional classification employees in Band 4:
  - (a) Appropriate professional development - preference will be given to achieving post graduate studies within the discipline.
  - (b) Media contact
  - (c) Strategic planning
  - (d) Succession planning

- (e) Leadership and Coaching
  - (f) Management of Change
  - (g) Appropriate management development – preference will be given to achieving a Graduate Diploma in Business Studies
- 2.10 An Undergraduate shall be employed on a temporary contract of employment until attainment of an Engineering or Science degree qualification.
- 2.11 An existing employee transferred to the Undergraduate classification, shall maintain their employment status as permanent or temporary until attainment of an Engineering or Science degree.
- 2.12 An offer of permanent employment as a Science or Engineering Professional will be at the discretion of Power and Water and subject to the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Undergraduate.

### **3 Trainee Service Coordinator**

- 3.1 A Trainee Service Coordinator shall be employed on a temporary contract of employment until attainment of the Diploma of Business qualification, or its equivalent.
- 3.2 An existing employee transferred to the Trainee Service Coordinator classification, shall maintain their employment status as permanent or temporary until attainment of the Diploma of Business qualification, or its equivalent.
- 3.3 An offer of permanent employment as a Service Coordinator will be at the discretion of Power and Water and subject to the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Trainee Service Coordinator.
- 3.4 The mandatory minimum entry qualification is an AQF Certificate 3.
- 3.5 The entry level pay point is:
- (a) 1 for a Trainee Service Coordinator with no experience; or
  - (b) 2 for a Trainee Service Coordinator with a minimum of 12 month's experience and completion of additional competencies.
- 3.6 A Trainee Service Coordinator's progression within the structure is performance based, incorporating personal performance, technical development, sufficient achievement towards the attainment of a Diploma of Business , or its equivalent, and contribution to the team's performance.
- 3.7 A Trainee Service Coordinator will study part-time accessing Power and Water's study assistance scheme.
- 3.8 Other conditions of employment for a Trainee Service Coordinator will be in accordance with this Agreement.

### **4 Service Coordinators and Senior Service Coordinators**

- 4.1 A Service Coordinator's and Senior Service Coordinator's progression within the structure is performance based, incorporating personal performance, technical development and contribution to the team's performance.
- 4.2 A Service Coordinator's progression to Senior Service Coordinator is merit based.
- 4.3 A Service Coordinator's development should incorporate key discipline and management competencies.

- 4.4 A Service Coordinator may elect to progress by either a primary focus on technical discipline and to a lesser extent management or a more equal focus on a technical discipline and management.
- 4.5 The following is a check-list of skills that have been identified as an essential minimum for a Service Coordinator's. These skills will be reviewed with the Service Coordinator's manager to assist in identifying the necessary development over the following twelve (12) months.
- 4.6 For Service Coordinator employees in the pay point range 1 to 4:
  - (a) Appropriate technical development within the discipline
  - (b) Effective oral and written communication
  - (c) Report writing
  - (d) Effective presentations
  - (e) Assertiveness Skills
  - (f) Running Meetings
  - (g) Time Management
  - (h) Managing Conflict
  - (i) Quality, Safety, and Environment
- 4.7 For Service Coordinator employees in the pay point range 5 to 7 and Senior Service Coordinator employees:
  - (a) Appropriate technical development within the discipline
  - (b) Project management
  - (c) Contract Management
  - (d) Contractor Management
  - (e) Financial Analysis & Economic Evaluation
  - (f) Leadership and mentoring
  - (g) Negotiation
  - (h) Investigations
  - (i) Managing Conflict – bullying & harassment, discrimination
  - (j) Recruitment
  - (k) Appropriate management development – preference will be given to achieving a Graduate Diploma in Business Studies.

## **5 Trainee Technical Specialist**

- 5.1 The Trainee Technical Specialist classification provides an opportunity to pursue a technical career by gaining a Diploma of Engineering, or its equivalent, without completing a trade qualification.
- 5.2 A Trainee Technical Specialist shall be employed on a temporary contract of employment until attainment of the Diploma of Engineering qualification, or its equivalent.
- 5.3 An existing employee transferred to the Trainee Technical Specialist classification, shall maintain their employment status as permanent or temporary until attainment of the Diploma of Engineering qualification, or its equivalent.
- 5.4 An offer of permanent employment as a Technical Specialist will be at the discretion of Power and Water and subject to the economic circumstances prevailing at the time,

continuing work demand, and the successful performance of the individual Trainee Technical Specialist.

- 5.5 A Trainee Technical Specialist's progression within the structure is performance based, incorporating personal performance, technical development, sufficient achievement towards the attainment of a Diploma of Engineering, or its equivalent and contribution to the team's performance.
- 5.6 A Trainee Technical Specialist will study part-time accessing Power and Water's study assistance scheme.
- 5.7 Other conditions of employment for a Trainee Technical Specialist will be in accordance with this Agreement.

## **6 Technician**

- 6.1 The Technician classification provides an opportunity to those who are trade qualified, to attain a Diploma of Engineering, or its equivalent.
- 6.2 A Technician shall be employed on a temporary contract of employment until attainment of the Diploma of Engineering qualification, or its equivalent.
- 6.3 An existing employee transferred to the Technician classification shall maintain their employment status as permanent or temporary until attainment of the Diploma of Engineering qualification, or its equivalent.
- 6.4 An offer of permanent employment as a Technical Specialist will be at the discretion of Power and Water and subject to the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Technician.
- 6.5 The mandatory minimum entry qualification is an AQF Certificate 3 and an appropriate license.
- 6.6 The entry level pay point is:
  - (a) 1 for a Technician with a trade qualification, but with no trade experience; or
  - (b) 2 for a Technician with a trade qualification and a minimum of 12 month's trade experience.
- 6.7 A Technician's progression within the structure is performance based, incorporating personal performance, technical development, sufficient achievement towards the attainment of a Diploma of Engineering, or its equivalent and contribution to the team's performance.
- 6.8 A Technician will study part-time accessing Power and Water's study assistance scheme.
- 6.9 Other conditions of employment for a Technician will be in accordance with this Agreement.

## **7 Technical Specialists and Senior Technical Specialists**

- 7.1 New appointees to the classification of Technical Specialist or Senior Technical Specialist on or after 27 May 1999 require the qualification of Diploma of Engineering or equivalent.
- 7.2 Existing Technical Specialists and Senior Technical Specialists employed on or before 27 May 1999 are required to participate in ongoing technical and professional development activities.
- 7.3 A Technical Specialist and Senior Technical Specialists' progression within the structure is performance based, incorporating personal performance, technical development and contribution to the team's performance.
- 7.4 A Technical Specialist's progression to Senior Technical Specialist is merit based.

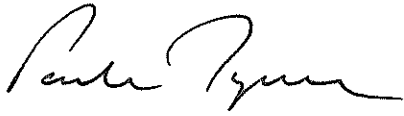
- 7.5 A Technical Specialist's development should incorporate key discipline and management competencies.
- 7.6 A Technical Specialist may elect to progress by either a primary focus on technical discipline and to a lesser extent management or a more equal focus on a technical discipline and management.
- 7.7 The following is a check-list of skills that have been identified as an essential minimum for a Technical Specialist. These skills will be reviewed with the Technical Specialist's manager to assist in identifying the necessary development over the following twelve (12) months.
- 7.8 For Technical Specialist employees in the pay point range 1 to 4:
  - (a) Appropriate technical development within the discipline– preference will be given to achieving Diploma level technical qualifications
  - (b) Effective oral and written communication
  - (c) Report writing
  - (d) Effective presentations
  - (e) Assertiveness Skills
  - (f) Running Meetings
  - (g) Time Management
  - (h) Managing Conflict
  - (i) Quality, Safety, and Environment
- 7.9 For Technical Specialist employees in the pay point range 5 to 7 and Senior Technical Specialist employees:
  - (a) Appropriate technical development within the discipline – preference will be given to achieving Diploma level technical qualifications
  - (b) Project management
  - (c) Contract Management
  - (d) Contractor Management
  - (e) Financial Analysis & Economic Evaluation
  - (f) Leadership and mentoring
  - (g) Negotiation
  - (h) Investigations
  - (i) Managing Conflict – bullying & harassment, discrimination
  - (j) Recruitment
  - (k) Appropriate management development – preference will be given to achieving a Graduate Diploma in Business Studies.

## **8 Service Workers and Senior Service Workers**

- 8.1 The progression requirements for Service Workers and Senior Service Workers are competency based and are defined in the Job Model Guidelines.
- 8.2 Operators at CIPS, RGPS and HCSCC are eligible to access the Senior Service Worker levels 1 and 2.

- 8.3 Service Workers will be considered for the Senior Service Worker levels on a case by case basis. Consideration for applications will be through the Job Model Review Committee whom will make a recommendation for decision to the MD.
- 8.4 It is the intent of this clause that:
- (a) All operator groups shall have parity in the requirements for Senior Service Worker levels 1 and 2.
  - (b) Both management and Service Worker representatives at each centre shall jointly develop the job models and /or any requirements for the Senior Service Worker levels 1 and 2 at that particular centre.
  - (c) Job models shall be reviewed annually or when major changes are made to the EE-OZ Generation training package.
- 8.5 The requirements for Senior Service Worker level 1 are:
- (a) Completion of the requirements for a Service Worker level 7 (job model);
  - (b) Completion of a job model for Senior Service Worker level 1; and
  - (c) Certificate IV or equivalent. (ie The Senior Service Worker level 1 job model plus units of competence with a weighting equal to a cert IV).
- 8.6 The requirements for Senior Service Worker level 2 are:
- (a) Completion of the requirements for a Senior Service Worker level 1;
  - (b) Completion of a job model for Senior Service Worker level 2; and
  - (c) Certificate V or equivalent. (ie The Senior Service Worker level 2 job model plus units of competence with a weighting equal to a cert V)
- 8.7 Operator Job Models for both Senior Service Worker level 1 and 2 shall include Core Competencies and Units of Competence from the various Training Packages and may include Qualifications and Units of Competence imported from other packages (eg FMI, T&D, Generation).
- 8.8 When considering the make-up of the overall requirements for those operators working at the Senior Service Worker levels 1 & 2, Site Specific Contributions and Key Performance Indicators may be part of those requirements, where:
- (a) Site Specific Contributions are those tasks that have a real benefit to assisting management, providing advice and assistance to other business units, assistance to the staff within your business unit and personnel development adding to greater experience and skills. These may include independent decision making tasks, first emergency responses, mentoring, leadership roles, special projects for the business units, assisting in developing and implementing policies and procedures, interviewing, contributing to safety committees and undertaking research requests.
  - (b) Key Performance Indicators are any indicators that show operators are meeting or exceeding set performance benchmarks or levels such as economic dispatch, frequency, etc.

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Northern Territory Commissioner for Public Employment

Dated: 30/10/07

Association of Professional Engineers, Scientists and Managers, Australia

Dated:

Australian Manufacturing Workers Union

Dated:

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services  
Union of Australia (ETU Branch)

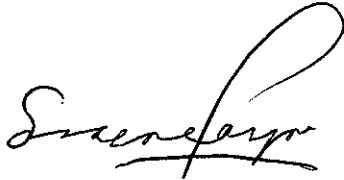
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Community and Public Sector Union

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Northern Territory Commissioner for Public Employment  
Dated:



Association of Professional Engineers, Scientists and Managers, Australia  
Dated: *31 October 2007*

Australian Manufacturing Workers Union  
Dated:


Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services  
Union of Australia (ETU Branch)  
Dated:

Community and Public Sector Union  
Dated:

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Northern Territory Commissioner for Public Employment  
Dated:

Association of Professional Engineers, Scientists and Managers, Australia  
Dated:

  
**STATE SECRETARY**  
Australian Manufacturing Workers Union  
Dated: 1/11/07.

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services  
Union of Australia (ETU Branch)  
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Community and Public Sector Union  
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Northern Territory Commissioner for Public Employment  
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Association of Professional Engineers, Scientists and Managers, Australia  
Dated:

Australian Manufacturing Workers Union  
Dated:



Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services  
Union of Australia (ETU Branch)

Dated: 30/10/07.

R.L. WILLIAMS  
DIVISIONAL BRANCH SECRETARY

41 PEEK ST  
SOUTH BRISBANE Q 4101

Community and Public Sector Union  
Dated:

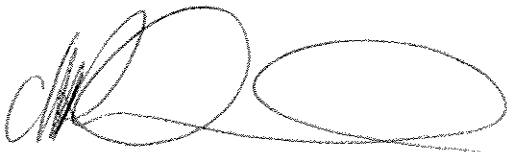
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Northern Territory Commissioner for Public Employment  
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Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services  
Union of Australia (ETU Branch)  
Dated:

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Community and Public Sector Union

Dated: 30 OCTOBER 2007