

# **NTPS ENTERPRISE AGREEMENT NEGOTIATIONS**

## **JACANA ENERGY - INFORMATION SHEET 1/2017**

### **OFFER FOR A NEW ENTERPRISE AGREEMENT**

This information sheet outlines the terms of the Commissioner for Public Employment's "without prejudice" offer. The offer was made on 27 April 2017 to the Community and Public Sector Union (CPSU), for a new Jacana Energy Enterprise Agreement, to replace the 2015-2017 Jacana Energy Enterprise Agreement, which is due to expire on 30 June 2017.

This offer takes into account matter raised in the CPSU's log of claims and is consistent with the [NTPS Wages Policy 2017-2020](#). The offer is fair and reasonable, taking into account the current budgetary environment, forecast CPI, competitiveness of salaries and other terms and conditions being offered.

The terms of this offer comprise a total package of improvements and changes to terms and conditions of employment. The salary offer is dependent on the achievement of the proposed efficiencies and if these cannot be achieved the Commissioner for Public Employment reserves the right to vary the salary component accordingly.

#### **Duration**

The new agreement will have a four year term expiring 12 months after the final salary increase paid under the agreement, which will provide employees with stability in terms and conditions over this period.

#### **Salary Increases**

Subject to agreement to the efficiency measures in this offer:

- an initial salary increase of 2.5 per cent is to be paid effective from 1 July 2017 or the date in-principle agreement is reached if after this date;
- a second salary increase of 2.5 per cent is to be paid effective from 12 months after the initial increase;
- a third salary increase of 2.5 per cent is to be paid effective from 12 months after the second salary increase; and
- a fourth salary increase of 2.5 per cent is to be paid effective from 12 months after the third salary increase.

Salary increases under the new agreement will not apply to employees who cease employment with the NTPS prior to approval of the agreement by the Fair Work Commission.

#### **Parental Leave**

Paid parental leave entitlements will be broadened to include surrogacy situations. This will provide employees who meet the relevant criteria with the current generous levels of paid parental leave of up to 18 weeks, paid partner leave of up to two weeks, and up to a total of three years off for parental leave purposes.

Employees will continue to be able to request leave without pay to extend periods of parental leave, up until the child reaches school age.

## **Employer Funded Superannuation (12 months unpaid Parental Leave)**

Employer funded superannuation payments during periods of unpaid parental leave will be increased from six months to 12 months. This would ensure the payment of employer funded superannuation payments for 12 months from the date of commencing parental leave, for employees entitled to paid parental leave (14 or 18 weeks), including for surrogacy situations.

## **Individual Performance and Personal Development Plan (IPPDP)**

The IPPDP scheme was introduced in 2015 with the establishment of Jacana Energy. A review of the scheme and its increment and bonus provisions will aim to better align it with Jacana Energy's commercial business model that has developed over the past two years.

It is recognised that to receive increments under the current scheme, employees need to have 'exceeded' in both their individual and corporate values/behaviours. Subject to the review outcomes a new increment structure will be introduced that will enable new 'mid point' increments. These new increment points will provide opportunities for employees to receive an increment where they may not have otherwise met the 'exceeded' criteria.

The introduction of the new increment structure, providing increased opportunities for incremental advancement, will replace the Jacana Energy Corporate Bonus component of the scheme.

## **Competency Based Increments for Contact Centre Employees**

To recognise the skill development stages of entry level Customer Care Advisors (contact centre employees), Jacana Level 1 employees, within increment points 1 to 4, will be able to access competency based increments, based on their level of competency in contact centre operations.

## **Higher Duties Allowance**

Employees must perform the full range of duties of a higher level job in order to receive a Higher Duties Allowance (HDA) under the current agreement.

To recognise situations where employees may be performing a portion of the duties of a higher level job, partial HDA provisions will be introduced, in line with the NTPS 2013-2017 Enterprise Agreement (NTPS General Conditions). This would provide an alternative higher duties allowance amount, determined and authorised as a percentage of the duties required to be performed.

Jacana Level 4 (JL4) employees, who act in a Jacana Executive Contract Manager (ECM) position, shall also be able to receive HDA up to an amount being five per cent greater than the highest JL4 increment point. Currently JL4 level employees acting in ECM roles can only receive five per cent more than their nominal salary, or the nearest (higher) NTPS Senior Administrative Officer pay point. This would improve potential HDA outcomes for JL4 level employees at the lower increment points 1, 2 and 3.

This proposal would be subject to CEO discretion, and in line with the partial HDA proposal, the CEO may determine an appropriate level of HDA that may be applied that recognises the duties and responsibilities of the ECM role.

## **Introduction of On-Call Allowance and Restrictive Duty Provisions**

On-call allowance and restrictive duty provisions will be introduced in line with NTPS General Conditions. This will provide an on-call allowance for employees who are required to remain prepared to return to work, and overtime rates for returning to work or taking a telephone call for duty purposes.

## **Domestic and Family Violence Provisions**

The NTPS provides uncapped paid leave for employees experiencing domestic and family violence through miscellaneous leave provisions. To create awareness of these existing provisions, a new clause will be included in the new agreement highlighting Jacana Energy's commitment to providing leave and other support to employees who experience domestic and family violence.

## **Response to CPSU Claims**

The proposals outlined above include a number of CPSU claims which have been agreed to including greater access to increment provisions; introduction of on-call and restrictive duty allowances; inclusion of references to domestic and family violence leave; the extension of parental leave entitlements to include surrogacy situations; and increasing superannuation payments during periods of unpaid parental leave from six to 12 months.

In addition to the above, the offer for a new agreement includes the following matters, which form part of the CPSU log of claims:

### **Permanent Jobs**

The new agreement shall include an objective to improve and maintain ongoing employment opportunities and employment security.

### **Redeployment**

Jacana Energy employees who may become redeployees, shall be considered for relevant vacancies within Jacana Energy and other agencies across the NTPS.

### **Redundancy**

Jacana Energy redundancy entitlements shall remain consistent with general NTPS standards.

### **Learning and Development**

Jacana Energy employees shall continue to benefit from learning and development opportunities on paid time, including through formal Study Assistance provisions, Individual Performance and Personal Development planning, and other day to day short courses relevant to employees and the workplace.

### **Reasonable Workloads**

Jacana Energy are committed to employees achieving an appropriate work life balance and agreement provisions providing employees with the ability to have their workloads reviewed will continue.

### **Consultative Committees**

Consultative committees provide effective forums for employees and their representatives to consult with management on workplace issues that may affect them, and the current agreement provisions will be retained.

### **Classification Levels**

Work value assessments shall continue to be applied consistently across Jacana Energy in line with the NTPS Job Evaluation System (JES). Employees shall also continue to be able to request a review of their position, if required, in line with the NTPS JES guidelines.

### **Superannuation**

Employees in choice of fund schemes will continue to receive a guaranteed minimum employer superannuation contribution regardless of their choice of fund.

Further, any increases to the minimum Superannuation Guarantee Charge (SGC) rate, required under federal legislation, will apply to eligible employees not already receiving the minimum SG amount through membership of a defined benefit scheme in addition to the salary increases in this offer.

### **Allowance Increases**

Allowances provided under the agreement will be increased in accordance with salary increases offered (2.5 per cent per annum), or consumer price index variations.

### **Working hours**

There shall be no increase to the current ordinary hours of work (37.5 hours per week), or the span of hours of 6am – 6pm Monday to Friday.

Rosters will continue to have consistent start and finish times; and employees will continue to have access to reasonable breaks, and the ability to request alternate roster options where they can be accommodated operationally by the corporation.

A new provision will be included in the agreement noting employees should be given at least one week notice for employer initiated roster changes, except for backfilling of absences or sickness of an employee (consistent with NTPS general conditions).

### **Flexitime**

Flexitime provisions (which are not restricted to any level), shall continue to operate under the new agreement.

### **No Reduction in Leave**

There shall be no reductions to current agreement entitlements relating to personal leave; recreation leave (including purchase of recreation leave or leave at half pay); parental leave; compassionate leave; access to leave without pay; miscellaneous leave; and employee applications for leave shall continue to be processed in a timely manner.

### **Work Life Balance / Family Friendly Provisions**

Employees shall continue to have access to the work life balance options provided under the current agreement. Employees returning from parental leave, or with caring responsibilities, will maintain a right to request part-time work and other flexible working arrangements; and no employee employed on a full-time basis will be required to convert to part-time hours. Jacana Energy will also make all reasonable attempts to facilitate lactation breaks for employees who require them.

### **Rights at Work / Union Related Matters**

Current provisions related to Union Representation; Union Training Leave (for accredited union delegates); and Communication facility will be retained in the agreement.

### **Dispute Resolution**

There shall be a dispute resolution procedure in the agreement that allows parties to refer disputes to the Fair Work Commission for conciliation or arbitration, subject to an internal resolution process first being followed.

### **Safe Workplace**

Employees have the right to a healthy and safe work environment employment, including a workplace free from discrimination, harassment and bullying, and provisions in the agreement to reflect these objectives will be continue.

### **Diversity**

Jacana Energy value and are committed to embracing diversity in the workplace. Embracing diversity is reflected in the Jacana Energy's corporate values, and embedded into each employee's individual performance and personal development plan. The Corporation actively engage in NAIDOC Week and Harmony Day celebrations, and arrange cultural awareness training for all employees.

## **EFFICIENCIES**

### **Overtime Provisions**

Overtime rates will be aligned with the NTPS General Conditions, which reflect the general administrative based duties performed within Jacana Energy.

### **Review of Individual Performance and Personal Development Plan (IPPDP)**

A review of the scheme and its increment and bonus provisions will better align it with Jacana Energy's commercial business model that has developed over the past two years.

The introduction of the new increment structure, providing increased opportunities for incremental advancement, will replace the Jacana Energy Corporate Bonus component of the scheme.

### **Northern Territory Allowance**

Northern Territory Allowance (NTA) will be retained for existing employees currently receiving the allowance. The rate of the allowance will remain unchanged.

The purpose of the allowance stemmed from 'District Allowances' originally provided by the Commonwealth. The allowance was provided, amongst other incentives such as leave fares, for employees employed in or transferring to remote regions. The allowances recognised the cost of living, climate and isolation of the remote locations, and were used as incentives to recruit employees to the Territory.

With the significant development of the Territory's infrastructure; technology; industry; educational, medical and recreational facilities; and increased access to other services over the past 30 years (since the current NTA rates were established), the Territory is now a sought after location to live in and raise families, and the allowance is no longer required as an incentive to recruit employees.

### **Obsolete Conditions**

There are a number of provisions that are no longer relevant to Jacana Energy and will be removed from the new agreement. This includes provisions relating to past recreation leave entitlements where employees previously accrued five or five and half weeks recreation leave (they now all accrue six weeks per annum), and where flexitime credits of up to five days could be banked to be used for recreation leave purposes.

Jacana Energy's normal business hours operate within the current span of hours of 6am to 6pm, and there is no requirement for shift work arrangements in the new agreement. The current shift work provisions in the agreement were based on the trade based working environment of the Power and Water Corporation and are not relevant to Jacana Energy.

### **Summary of Offer**

The offer represents a fair package that provides an appropriate balance between improving wages and conditions for employees, and introducing moderate efficiencies to support the effective operation of Jacana Energy.