

**PROPOSED**

**2025 – 2029 JACANA ENERGY**

**ENTERPRISE AGREEMENT**

**EXPLANATORY NOTES**

**THIS DOCUMENT REFLECTS THE CHANGES IN THE PROPOSED AGREEMENT COMPARED WITH THE  
CURRENT AGREEMENT**

**AND**

**THE PROPOSED AGREEMENT AND VARIATIONS MADE TO THE NORTHERN TERRITORY PUBLIC  
SECTOR ENTERPRISE AWARD 2016**

**(SINCE THE CURRENT AGREEMENT WAS MADE)**

**Introduction**

- i. Reference to the ‘current Agreement’ means the 2021 - 2025 Jacana Energy Enterprise Agreement (ID AE516636) and reference to the ‘new Agreement’ means the proposed 2025 - 2029 Jacana Energy Enterprise Agreement.
- ii. References to the ‘Modern Award’ means the NTPS Modern Enterprise Award 2016.
- iii. Technical changes have been made throughout the new Agreement that are not included in the explanatory notes, including;
  - a. adopting gender neutral language and plain English language where appropriate without affecting entitlements or conditions;
  - b. cross referencing sub-clause number references in line with new Agreement;
  - c. changes to address grammar, punctuation and clause numbering updates.
- iv. This document is in numerical order of the clause numbers under the new Agreement. Unless specified otherwise, the explanatory notes are referring to the new Agreement clauses. An explanation on how the provision or entitlement has translated from the current agreement to the new Agreement is included.
- v. Clause numbers vary from the current agreement due to the removal of some clauses, introduction of new clauses and reorganisation of existing clauses and schedules.
- vi. Legislation referenced in the new Agreement can be accessed on the following webpages:

## Jacana Energy Enterprise Agreement

Commonwealth: [www.legislation.nt.gov.au](http://www.legislation.nt.gov.au)

Northern Territory: [www.legislation.gov.au/Home](http://www.legislation.gov.au/Home)

- vii. Public Sector Employment and Management By-laws, Employment Instructions and Determinations can be accessed on the Office of the Commissioner for Public Employment webpage: <https://ocpe.nt.gov.au/employment-law>

### **Further information on the proposed new Agreement**

If you would like further information on the new Agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **08 8999 4282** or the HR Representative within Jacana Energy on **0417 359 163**.

## **PART 1 – APPLICATION AND OPERATION OF AGREEMENT**

### **1. Title**

The title has changed to reflect the 2025 - 2029 Jacana Energy Enterprise Agreement.

### **2. National Employment Standards (NES)**

There is no change to this clause.

### **3. Definitions**

The following changes have been made:

(b) Agreement – change to reflect the 2025 - 2029 Jacana Energy Enterprise Agreement.

(m) employer – minor change to clarify definition.

(z) Performance Development Plan – minor change to clarify definition.

(dd) public holiday – minor update to include year on the act.

(ff) registered health practitioner – amendment of error with reference to spouse definition which is already contained at (hh).

(hh) Shift worker – Included new definition.

### **4. Parties covered by this Agreement**

There is no change to this clause.

### **5. Relationship to PSEM Act**

Subclause 5.1 has been updated to acknowledge the role of the PSEM Act as an instrument regulating NTPS conditions of employment.

Subclause 5.3 has been updated to remove the inclusion of By-Law 8, Long Service Leave as this has now been placed within the new agreement.

New subclause 5.5 provides that the clause is not to operate in a way that diminishes the Commissioner’s statutory powers under the PSEM Act.

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

Subclause 6.1 has had a minor amendment providing the employer “commits” to no reductions in future employee rights and entitlements. The previous wording was outdated. This wording is now aligned with other NTPS Enterprise Agreements. There is no change to the provision.

### **7. Productivity and Efficiency**

This is a new clause and has been inserted to acknowledge the productivity and efficiency of the parties to the Agreement.

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### **8. Period of Operation**

This is clause 7 in the current agreement. This clause has been updated to reflect the nominal expiry of the new Agreement to be 10 August 2029.

### **9. No Extra Claims**

This is clause 8 in the current agreement. There is no change to this clause.

## **PART 2 – PROCEDURAL MATTERS**

### **10. Dispute Settling Procedures**

This is clause 9 in the current agreement. This clause has had minor updates to include the new enterprise agreement name and modernise wording to the clause. The wording is now aligned with other NTPS Enterprise Agreements. There is no change to the provision.

### **11. Joint Consultative Committee (JCC)**

This is clause 10 in the current agreement. This clause has had a minor name update to the title. This was renamed to Joint Consultative Committee (JCC).

### **12. Management of Change**

This is clause 11 in the current agreement. This clause has been updated, reformatted and simplified in line with changes to the Fair Work Act 2009 (Cth).

Subclause 12.7 (subclause 11.6 in the current agreement) clarifies that CEO's must discuss with relevant employees the effect the change is likely to have, provide measure to avoid or reduce adverse effects on employees and provide reasons or justification for the change.

Subclause 12.8 has been updated to include employee representative should there be any.

### **13. Code of Conduct**

This is clause 12 in the current agreement. This clause has been updated to include and provide clarification on the NTPS Code of Conduct being Employment Instruction 12 – Code of Conduct. This clause also has been updated to provide clarity that Jacana will provide the material to new employees.

### **14. Workplace Health and Safety**

This is clause 13 in the current agreement. Subclause 14.2(a) has been updated to provide a commitment to support the establishment of a committee and/or workgroup, including a Health and Safety Representative.

### **15. Preventing inappropriate Workplace Behaviour and Bullying in the Workplace**

This is clause 14 in the current agreement. There is no change to this clause.

**16. Workloads**

This is clause 15 in the current agreement. Subclause 16.9 has been enhanced to include management are now required to acknowledge receipt of the employee's concerns within 7 days. Currently management are only required to provide a written response within a timely manner.

**17. Work Organisation**

This is clause 16 in the current agreement. There is no change to this clause.

**18. Union and Workplace Delegates Rights**

This is clause 17 in the current agreement. The title of this clause has been updated to include workplace delegates.

Subclause 18.1(a) has had minor updates to improve the flow but does not change the intent of the subclause.

The inclusion of subclause 18.1(d) now requires employees, to provide written notice to the employer if they cease to be a workplace delegate.

Satisfactory evidence requirements under subclause 18.2(d)(i) must now be provided within 7 days of completing any union training.

There is a new subclause 18.2(e), requiring the employer to advise workplace delegates within 2 weeks of the date of any training whether the employee has been approved to access paid time during normal working hours to attend the training. This approval cannot be unreasonably withheld. This is to reflect changes to the Modern Award.

Subclause 18.4(d)(iv) has been amended to include reasonable access to agency facilities, including access to a lockable cabinet and removed the reference to facsimile to contemporise the wording, as this technology is no longer utilized.

New Subclause 18.4(d)(x) has been included to provide the ability for an official to walk around a workplace to hold individual discussions is contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO, the request will not be unreasonably withheld.

To reflect changes to the Modern Award, subclause 18.4(e) has been added, clarifying the employer is not required to provide access to a workplace facility if the workplace does not have the facility or if the employer does not have access to the facility.

A note has been included in this clause to clarify the purpose of the clause and that it is to be read in conjunction with clause 24A – Workplace Delegates, Consultation and Dispute Resolution of the *Northern Territory Public Sector Enterprise Award 2015*, to the extent that if the agreement provides a lesser entitlement, then the Award provision will apply.

**19. Employment Security**

This is clause 18 in the current agreement. Subclause 18.4 has been removed to remain consistent with other NTPS Enterprise Agreements.

**20. Redeployment and Redundancy**

This is clause 19 in the current agreement. There is no change to this clause.

**PART 3 –GENERAL EMPLOYMENT CONDITIONS**

**21. Individual Flexible Working Arrangements**

This is clause 20 in the current agreement. This clause has been revised and reformatted consistent with changes to the *Fair Work Act 2009 (Cth)*.

Subclause 21.1(b) has had minor updates to clarify the intention.

New subclause 21.2 and 21.3 details the conditions the employer must abide by if they wish to initiate the making of an individual flexibility agreement. These include, providing the proposal in writing to the employee, ensuring the employee understands the proposal and meeting with the employee to discuss the proposal if the employee requests to do so.

Subclause 21.5 now includes 2 further requirements; that the individual flexibility agreement include the name of the employer and employee and describes how the arrangement can be terminated.

New subclause 21.8 specifies that the termination of an arrangement be per subclause 21.7 with cessations effective at the end of the notice period.

New subclause 21.10 determines that clause 10 (Dispute Settling Procedures) applies to disputes raised under this clause.

**22. Variation to Working Arrangements for Groups of Employees**

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

**23. Flexible Work – General Principles/Requirements**

This is clause 22 in the current agreement. Subclause 23.2 has been improved to include the types of flexible working arrangements available.

Subclause 23.5 has been updated to include that flexible work arrangements will be considered on a case-by-case basis and considered favourably subject to reasonable business grounds set out in the Agreement.

New subclause 23.5(a) has been added to include working from home or another location.

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Subclause 23.6 further provides that each request is to be considered on its merits and on a case-by-case basis with no predetermined frequency on when an employee can work from home or the office.

### **24. Recognition of Prior Employment**

This is clause 23 in the current agreement. There is no change to this clause.

### **25. Types of Employment**

This is clause 24 in the current agreement.

Subclause 25.2 has been amended to provide Jacana Energy as the organisation of employment.

Subclause 25.5 has been included to provide for full-time employees' ordinary hours per week to reduce to 36.75 from 8 October 2026.

New Subclause 25.6(f) details the span of hours for a part-time employee and when overtime will be paid, this includes the current 37.5 hour week and the 36.75 hour week as of 8 October 2026. The wording is consistent other NTPS Enterprise Agreements.

Subclause 25.7 Casual Employment has been updated in line with Determination 5 of 2022 to include the provision that superannuation guarantee will apply where less than 3 hours are worked provided there is no overtime payment, and the hours are actually worked.

Subclause 25.7(d) and 25.7(e) have been included to provide the relevant sections of the NES regarding an employee's right to request to become a permanent employee in accordance with the NES. Along with the requirement for the employer to respond in writing within 21 days of the request advising of the outcome.

Subclause 25.8 is a new clause that reflects the amendments to the *Fair Work Act 2009 (Cth)* regarding fixed period employment contracts entered into on or after 6 December 2023. Fixed period contracts can no longer be more than 2 years in length, nor can consecutive contracts total more than 2 years or 2 contracts if the contracts are substantially similar with the exception of those matters referred to in section 333F of the *Fair Work Act 2009 (Cth)*.

### **26. Probation**

This is clause 25 in the current agreement. There is no change to this clause.

### **27. Termination, Resignation or Abandonment of Employment**

This is clause 26 in the current agreement. This title has changed to reflect Termination, Resignation or Abandonment of Employment.

Subclause 27.2 has been updated to clarify that notice of termination by employee is otherwise known as resignation.

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Subclause 27.4(c) has been added to include the undertaking of the 2021 – 2025 Enterprise Agreement ensuring the minimum notice of termination is in accordance with clause 27.2. There is no change to this entitlement.

### **28. Right to Disconnect**

This is a new clause and is consistent with changes to the *Fair Work Act 2009 (Cth)* and the Modern Award. It ensures employees have the right to refrain from work-related communications and activities outside of working hours.

### **29. Training and Development**

This is clause 27 in the current agreement. The clause has been updated to reflect key policy initiatives and legislation supporting Aboriginal employment, recruitment, training and career progress and has removed reference to the current NTPS Aboriginal Employment and Career Development Strategy.

### **30. Diversity and Disability in the Workplace**

This is a new clause that emphasises the NTPS' commitment to supporting sector wide diversity and inclusion strategies that reflects the skills, identities, talents and capabilities of all people including those with disabilities, from culturally and linguistically diverse backgrounds, and senior employees across all departments.

### **31. Support and Wellbeing- Employee Assistance Program**

This is clause 28 in the current Agreement. New subclause 31.4 has been included to clarify that employees accessing approved Employee Assistance Provides will be granted reasonable travel and attendance time without deduction from any leave entitlements.

### **32. Workplace support for Breastfeeding Employees**

This is clause 29 in the current agreement. There is no change to this clause.

## **PART 4 – RATES OF PAY AND RELATED MATTERS**

### **33. Rates of Pay and Pay Progression**

This is clause 30 in the current agreement.

Clause 33.5 has been added to provide that an additional increment point will be added to the top of each level, effective from 1 July 2026 (as shown in Schedule 1).

### **34. Salaries and Allowances**

This is clause 31 in the current agreement.

Subclause 34.2 is a new clause and outlines how the new salary and income related allowances will be increased each year over the life of the agreement.

The updated clause replaces the annual lump sum payments in the current agreement (clause 32). Employees will receive an annual percentage salary increase instead.

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New subclause 34.3 clarifies the eligibility requirements for the Consumer Price Index provisions at 34.2(d)(i) will apply.

New subclause 34.6 also clarifies that payment of the salary and allowances increases in this Agreement (including any back payments that might apply) shall only be payable to employees who are employed from the commencement of this Agreement.

The clause provides that the first salary increase will be backdated to 15 March 2026.

### **35. Competency Based Increments for Contact Centre Employee**

This is clause 33 in the current agreement. There is no change to this clause.

### **36. Payment of Salaries and Allowances**

This is clause 34 in the current agreement. There is no change to this clause.

### **37. Performance Development**

This is clause 35 in the current agreement. This clause has been updated to reflect consistent naming conventions for the Top of Jacana Level bonus or Annual pay progression.

Subclause 36.2 of the current Agreement has been removed due to Jacana Energy having completed the review of the Performance Development Plan (PDP) framework.

Subclause 37.3(c)(i) has been updated to increase the overall score rating from 2.5 to 3 or above for the purpose of pay progression and or bonus eligibility.

Subclause 37.4 Table 1 has been updated to reflect a once off increase to the Top of Jacana Level Bonuses by \$250.

A new subclause has been added providing that a Service Excellence Scheme will be introduced to recognise outstanding performance, with an allowance paid fortnightly at the rate of 5% of actual salary.

Subclause 37.6 has had minor updates to the title of Manager People and Culture to Head of People, Culture and Safety.

### **38. Performance Planning, Review and Improvement**

This is clause 36 in the current agreement. There is no change to this clause.

#### **Deletion of Clause**

Clause 37 in the current agreement has been removed due to the Transition to the introduced 2021-2025 Salary Structure being completed.

### **39. Superannuation**

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

**40. Salary Sacrifice**

This is clause 39 in the current agreement. The title of this clause has been updated to Salary Sacrifice.

This clause has been replaced with the NTPS General clause to maintain consistency across the NTPS.

References to super contributions being made into an NTGPASS fund have been removed as employees now contribute into an accumulation account of their choosing.

This clause has been amended to remove the reference to age-based limits on salary sacrificing as these ceased in 2017.

References to the Australian Taxation Office have been replaced with the correct authority being the Commissioner of Taxation.

New subclause 40.2 (clause 40 in the current Agreement) has been moved to sit under Salary Sacrifice. There is no change to this entitlement.

**PART 5 – ALLOWANCES AND SPECIAL RATES**

**41. Higher Duties Allowance**

There is a minor change to update an incorrect reference within subclause 41.5(b)

This clause has been improved to provide employees with a maximum annual salary not higher than the maximum attainable salary of a Jacana Level 3 are now eligible to receive HDA after one day of completing duties of a higher classification. Previously employees had to complete 5 consecutive days prior to being eligible to receive the allowance.

**42. Relocation Allowance**

There is no change to this clause.

**43. Relocation Expenses – Employment or Transfer**

There is no change to this clause.

**44. Travelling Allowance**

There is no change to this clause.

**45. Allowance for Damaged Clothes**

There is no change to this clause.

**46. Motor Vehicle Allowance**

There is no change to this clause.

**47. First Aid Allowance**

There is no change to this clause.

**48. Northern Territory Allowance**

There is no change to this clause.

**49. Customer Care Development Allowance**

The title of this clause has been updated to Customer Experience Development Allowance. This clause has been broadened to the Customer Experience Team, allowing further opportunity to develop.

**50. Community Language Allowance**

This is new clause has been added to include Determination 5 of 2024. This includes an increase to the allowance amount and a new two-tier payment structure.

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

**51. Hours of Work**

This is clause 50 in the current agreement.

New Subclause 51.2 and 51.3 has been included to provide for full-time employees' ordinary hours per week to reduce to 36.75 from 8 October 2026 and ensure relevant consultation is undertaken in line with the management of change provisions within clause 12 of the agreement.

**52. Flexible Working Hours (Flexitime)**

This is clause 51 in the current agreement. There is a slight amendment to remove reference to Christmas closedown which no longer applies due to the introduction of Christmas Closedown leave which was implemented in the 2021-2025 EA.

This clause has been updated to reflect the reduction of hours for full-time employees commencing from 8 October 2026.

New subclause 52.3(d)(iv) has been included to provide assurance that flexible is suitable for both the work unit and employee.

**53. Work at Public Forums**

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

**54. Overtime**

This is clause 53 in the current agreement.

The clause has been enhanced to allow the CEO to approve overtime above the Jacana Level 3 barrier, to Jacana Level 4 employees in exceptional circumstances and expand excess travelling time from employees at or below the first pay point of Jacana Level 2 to employees at or below the first pay point of Jacana Level 3.

Subclause 54.7 has been expanded to allow excess travelling time provisions from an

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employee who receives a salary that is at or below the first pay point of Jacana Level 2 to an employee who receives a salary that is at or below the first pay point of Jacana Level 3.

**55. Meal Breaks and Overtime Meal Allowances**

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

**56. Restrictive Duty – On Call/Overtime Provision**

This is clause 55 in the current agreement.

This clause has been re-named to be consistent with the NTPS General naming convention and has been enhanced to allow the CEO to approve restrictive duty above the Jacana Level 3 barrier, including up to the Jacana Level 4, after considering exceptional circumstances.

**PART 7 – TYPES OF LEAVE AND PUBLIC HOLIDAYS**

**57. Public Holidays**

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

**58. Christmas Closedown**

This is clause 57 in the current agreement. There is no change to this clause.

**59. Compassionate Leave**

This is clause 58 in the current agreement. This clause has been enhanced to include the use of compassionate leave whilst on recreation leave and provides provisions for recreation leave recredit.

**60. Long Service Leave**

This is clause 59 in the current agreement.

By-law 8 of the PSEM Act, Long Service Leave, has been moved into the new agreement. This is to create consistency as all other leave related by-laws are in the new agreement.

**61. Parental Leave**

This is clause 60 in the current agreement.

Subclause 61.3 has been amended to reflect accurate eligibility from “at least 4 years and 49 weeks” to “at least 4 years and 35 weeks”.

Subclause 61.8(iv) has been updated as the current table is difficult to read. The entitlement remains the same.

Subclause 61.19(c) has been included to provide clarity on an employee's entitlement to elect to commence another period of parental leave relating to a subsequent child.

**62. Recreation Leave**

This is clause 61 in the current agreement. This clause has been updated to include the undertaking of the 2021 – 2025 Enterprise Agreement allowing for an additional 7 consecutive days paid recreation leave for a shiftworker. There is no change to this entitlement.

New subclause 62.8 has been updated to allow for the recredit of recreation leave while on other forms of leave, such as compassionate leave and personal leave.

**63. Recreation Leave at Half Pay**

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

**64. Recreation Leave Loading**

This is clause 63 in the current agreement. This clause has been updated to provide that an employee with 3 or more accrued recreation leave loadings as at 1 January shall have 2 recreation leave loadings automatically paid on the common cash-up date of that year.

**65. Recreation Leave Airfares**

This is clause 64 in the current agreement. There is no change to this clause.

**66. Flexible Lifestyle (Purchased) Leave**

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

**67. Personal Leave**

This is clause 66 in the current agreement. Significant improvements have been made to this clause.

This clause clarifies employees can use personal leave to attend a medical appointment for preventative care, surgical procedures or to discuss health issues for either themselves or to provide care or support for their immediate family or household.

Documentation requirements for attending a medical appointment is a certificate of attendance either from the registered health practitioner or a person who works for the registered health practitioner and will also be accepted for a medical appointment to support an immediate family or household member.

The clause also entitles employees to reasonable travel time to the medical appointment along with reasonable time to attend the medical appointment.

A note has also been added stating employees accessing personal leave without documentary evidence must only access it in accordance with clause 67.1.

**68. Infectious Disease Leave**

This is clause 67 in the current agreement. There is no change to this clause.

**69. War Service Leave**

This is clause 68 in the current agreement. There is no change to this clause.

**70. Leave to Attend Arbitration Business**

This is clause 69 in the current agreement. Wording has been updated to be less complex and provide clarity. The wording is now aligned with other NTPS Enterprise Agreements. There is no change to the provision.

**71. Release to attend as a Witness**

This is clause 70 in the current agreement. There is no change to this clause.

**72. Release for Jury Service**

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

**73. Study Assistance and Leave**

This is clause 72 in the current agreement. There is no change to this clause.

**74. Domestic, Family and Sexual Violence Leave**

This is clause 73 in the current agreement. There is no change to this clause.

**75. Cultural Leave**

This is clause 74 in the current agreement. There is no change to this clause.

**76. Kinship Obligation Leave**

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

**77. Foster and Kinship Carer Leave**

This is clause 76 in the current agreement. There is no change to this clause.

**78. Health Screening Leave**

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

**79. Defence Service Leave**

This is clause 78 in the current agreement. There is no change to this clause.

**80. Special Leave without pay**

This is clause 79 in the current agreement. There is no change to this clause.

**81. Blood and Plasma Donor Leave**

This is clause 80 in the current agreement.

This clause has been enhanced to include when an employee donates plasma.

**82. Leave to engage in voluntary emergency management activities**

This is clause 81 in the current agreement.

This clause has been updated to clarify leave may be approved in prevention, preparation, response or recovery purposes when an emergency event is predicted. The current clause only covers for response and recovery if an emergency event occurs.

Subclause 82.1 (a) (iii) provides clarification regarding what constitutes an auxiliary or volunteer members of the Northern Territory Fire and Rescue Service within the meaning of the *Fire and Emergency Management Act 2016*.

**83. Gender Transition Leave**

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

**84. Organ Donor Leave**

This is a new clause in the agreement that allows employees to participate in the Australian Government's Supporting Living Organ Donors Program. The program provides reimbursement of leave at the National Minimum Wage Rate.

**Schedule 1 Salary Structure**

This Schedule contains the new salary structure which has been updated to commence on 15 March 2026 and contains a note that references to the provisions of clause 34.2(d) with regards to any increase that may be applicable in line with the Consumer Price Index from March 2028 to March 2029.

A new increment point has been added to each level effective 1 July 2026.

**Schedule 2 Allowances**

This Schedule contains allowance rates from 15 March 2026 and includes the new Community Language Allowance.

**Schedule 3 Classification Stream Descriptors and Stream Specific Progression Principles**

There is no change to this Schedule.

**Schedule 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements**

There is no change to this Schedule.

## **Differences in the proposed Agreement and variations made to the Northern Territory Public Sector Enterprise Award 2016 [MA000151] since the current Agreement was made**

The current Agreement was made on 20 July 2022. Since this date there have been variations to the Northern Territory Public Sector Enterprise Award 2016 [MA000151] (the Award). The variations can be found at Northern Territory Public Sector Enterprise Award 2016 [MA000151] | Fair Work Commission (fwc.gov.au) and include:

### ***Minimum Wage and Expense Related Allowances***

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

### ***Superannuation***

The Award was varied from 26 March 2024 to insert provisions providing that the NES and Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deal with the superannuation rights and obligations of employers and employees; and that the rights and obligations in clause 12 (of the Award) supplement those in superannuation legislation and the NES.

It notes employees have the opportunity to choose their own superannuation fund, and if not chosen the employer will make contributions a stapled fund, or if not made to a stapled fund then to a compliant fund for the employees’ benefit

The new Agreement includes superannuation provisions at clause 39.1 which provides “The subject of superannuation is dealt with extensively by Commonwealth legislation which govern the superannuation rights and obligations of the parties”; and that “The employer will make the minimum superannuation contributions to a superannuation fund for the benefit of an employee as this will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee”

### ***Workplace Delegates’ rights***

The Award was varied from 1 July 2024 to include ‘workplace delegates’ rights’ provisions. The new Agreement includes a new clause (clause 18) to be consistent with the Award provisions.

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### ***Casual Terms***

The Award was varied from 26 August 2024 to provide updated casual terms, being a pathway for employees to change from casual employment to full-time or part time employment is provided for in the NES (See sections 66A to 66MA of the Act).

The new Agreement has been updated at clause 25.7 to reflect this change

### ***Employee Right to Disconnect***

The Award was also varied from 26 August 2024 to include 'employee right to disconnect' provisions. The new Agreement has been updated at clause 28 to be consistent with the Award provisions.