

PROPOSED
2018 – 2022
TERRITORY GENERATION
ENTERPRISE AGREEMENT

EXPLANATORY NOTES

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

Please note:

- i. Reference to the 'current Agreement' means the *2015 – 2018 Territory Generation Enterprise Agreement* and reference to the 'new Agreement' means the proposed 2018-2022 Territory Generation Enterprise Agreement.
- ii. 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. References to "Attachments" updated to "Schedules";
 - c. Cross referencing sub-clause number references in line with new Agreement;
 - d. Changes to number formats (e.g. spelling out of numbers, no comma or space for four digit numbers);
 - e. General grammar and punctuation updates.
- iii. This document is in order of clause numbers under the proposed Agreement. Clause numbers vary from the current Agreement due to the removal of some clauses, and introduction of new clauses.
- iv. Where clauses have been referenced the clause and sub-clause numbers in the explanatory notes are referring to the new Agreement clauses (unless specified otherwise). Where there has been a change to the numbering of a clause, an explanation of how the provision or entitlement has translated from the current Agreement to the proposed Agreement is included.

Information on the proposed 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 Richard Baker within Territory Generation on **08 7979 2571**.

PART A – APPLICATION AND OPERATION OF AGREEMENT

1. Title

The title has changed to reflect the 2018-2022 Territory Generation Enterprise Agreement.

2. National Employment Standards (NES)

This is a new clause stating the National Employment Standards (NES) prevails across the new Agreement. The NES sets the minimum entitlements under the Fair Work Act.

This clause was previously the Table of Contents (titled “Arrangements”). The Table of Contents has been moved to the front of the new Agreement.

3. Definitions

The definition of:

- “Agreement” has been updated to reflect the title of the new Agreement;
- “CPE” has been updated to “The Commissioner”; and
- “Employer” has been updated to mean the Commissioner.

New definition “Our Plan” has been included to reflect the name of the new performance achievement system (which commences from 1 July 2019).

New definition of ‘PSEM By-law’ has been included which is referenced throughout the new Agreement.

The definition for “non-continuous shiftworker” has been removed as it not in the current or new Agreement.

These amended/new definitions have been updated throughout the agreement.

4. Parties Covered by this Agreement

Title updated from ‘Coverage’.

5. Relationship to PSEM Act

No substantive change. Updated title of PSEM By-law 16, to remove the word ‘special’ from its title. Updated reference to By-Law 26 to note it was subject to new clause 62.

6. Objectives of Agreement

This is clause 7 in the current Agreement. There is no change to this clause.

7. Code of Conduct

This is clause 8 in the current Agreement. The clause has been amended to clarify there is an NTPS and Territory Generation Code of Conduct which may be amended from time to time.

8. Safety, Health, Welfare, Discrimination and Workloads

This is clause 9 in the current Agreement. Updated clause 8.2 in current agreement to reflect Territory Generation to provide support and assistance for employees who may experience mental health issues through Employee Assistance Programs and other health and wellbeing initiatives.

Updated clause 8.5 in current agreement to reflect that employees may put a request in writing for a review of workload issues, and updated title of position to whom matters should be escalated if no resolution (updated from 'General Manager People and Culture' to 'Manger People and Culture').

9. Employment Security

This is clause 10 in the current Agreement. There is no change to this clause.

10. Redeployment and Redundancy

This is clause 11 in the current Agreement. There is no change to this clause.

11. Period of Operation

This is clause 12 in the current Agreement. Updated to reflect nominal expiry of new Agreement to be 15 July 2022.

12. No Extra Claims

This is clause 13 in the current Agreement. There is no change to this clause.

PART B – CONSULTATION AND DISPUTE RESOLUTION

13. Dispute Settling Procedures

This is clause 14 in the current Agreement. The new Agreement has been amended to make it clearer for employees that utilising s59 of PSEMA for a grievance is in order to have a decision reviewed. The new Agreement also introduces a mechanism for employees to resolve disputes in relation to By-laws that apply to Territory Generation; and provisions for work to continue in accordance with usual practice, prior to a dispute arising.

14. Generation Consultative Committee

This is clause 15 in the current Agreement. There is no change to this clause.

15. Introduction and Management of Change

This is clause 17 in the current Agreement. There is no change to this clause.

16. Individual Flexible Arrangements

This is clause 18 in the current Agreement. Title has been updated from Individual Flexible Working Arrangements.

17. Variation to Working Arrangements for Groups of Employees

This is clause 19 in the current Agreement. There is no substantive change to this clause (gender neutral updates).

18. Work Life Balance Package

This is clause 20 in the current Agreement. There is no substantive change to this clause (gender neutral updates).

PART C – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

19. Recognition of Prior Employment

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

20. Part-time Employment

This is clause 22 in the current Agreement. This clause has been updated to reflect that part time overtime provisions are in accordance with clause 67 of the new Agreement.

21. Casual Employment

This is clause 23 in the current Agreement. The reference to Determination Number 15 of 2012 has been updated to 17 of 2015.

22. Apprentices

This is clause 24 in the current Agreement. The clause has been updated to reflect the apprentice target is to include females and people of diverse cultures, and the commencing salary of apprentices will be in accordance with Schedule 3 of the Agreement. The reference to apprentice being accompanied by a 'qualified Trade Technical tradesperson', has been updated to just 'qualified tradesperson'.

23. Graduates

This clause is a new clause providing a targeted intake of graduates into the T-Gen Graduate Development Program, and includes females and people of diverse cultures.

24. Use of Contractors for Core Work

This is clause 25 in the current Agreement. Title has been updated from 'Use of Contractors'. The clause has been updated to improve on the current security of employment conditions within the Use of Contractor clause. Provisions have been included requiring contractors to engage their employees on rates of pay and allowances which in aggregate shall be no less favourable than those applicable to Territory Generation employees. The new clause will not apply to work, operations or contracts that have been agreed to prior to the commencement of the agreement. Core work definitions have been updated to include Gas and Steam Turbines (turbine and reciprocating engines), associated fuel systems, and renewable energy. The guidelines have been update to include use of contractors being in the public interest to undertake the work. Compliance section updated to clarify that T-Gen will examine all relevant information contained within the relevant contracts to ensure compliance with new provisions.

25. Probation

This is clause 26 in the current Agreement. The clause has been updated to reflect Probation processes within Territory Generation shall be in accordance with section 32 of the PSEM Act, including six month probationary periods upon commencement of ongoing employment, with the option for Territory Generation to extend this period. Updates also note that section 32 of the PSEM Act provides the CEO may employ an ongoing employee without probation, or confirm the employment at any time during a probation process.

26. Termination, Resignation and Abandonment of Employment

This is clause 27 in the current Agreement. Title has been updated from 'Termination' to better reflect all of the elements of the clause.

27. Medicals

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

28. Training and Development

This is clause 30 in the current Agreement. There is no change to this clause.

29. Timesheet Recording

This is clause 31 in the current Agreement. There is no change to this clause.

30. Corporate Safety Initiative

This is clause 32 in the current Agreement. There is no change to this clause.

31. Fitness for Work

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

32. Work Organisation

This is clause 34 in the current Agreement. There is no substantive change to this clause (updated references to 'Territory Generation' to 'The CEO')

33. Remote Localities

This is clause 35 in the current Agreement. The clause has been updated to reflect Determination Number 2 of 2003 is now 8 of 2015, and 1043 of 2013 is now 1017 of 2018.

34. Laundry Facilities

This is clause 36 in the current Agreement. Removed the word 'major' meaning T-Gen will provide laundry facilities at all of its industrial sites.

35. Union Related Matters

This is clause 37 in the current Agreement. The rights and obligations of delegates are set out in the new Agreement and are underpinned by a set of key principles. The clause also clarifies that an employee formally elected as a union delegate in Territory Generation shall be recognised as an accredited representative of the union (noting they will advise the CEO they have been appointed as a union delegate); and that subject to operational requirements and prior notice, an accredited union delegate shall be allowed reasonable time during working hours to consult with members or employees who are eligible to become members on employment matters affecting employees.

PART D – RATES OF PAY AND RELATED MATTERS

36. Rates of Pay

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

37. Adjustments in Salaries and Allowance

This is clause 39 in the current Agreement. This clause has been updated to reflect 2.5% salary increases per annum for four years (with first payment effective from 26 July 2018), and applicable increases to allowances throughout the term of the Enterprise Agreement. Reference to Hardship Allowance has been removed from 37.3 (as this allowance does not apply within T-Gen). Clause also provides for the adjustment of the ISSA allowance by 2.5% per annum for technical based employees.

38. Payment of Salaries and Allowances

This is clause 40 in the current Agreement. Clause updated to reflect that payment of salaries and allowances will be made as soon as reasonably practicable, where, as a result of short notice, electronic payment of daily travel allowance cannot be arranged prior to departure.

39. Annualised Salaries

This is clause 42 in the current Agreement. Clause updated to reflect Annualised salaries provided under the Agreement will be established in accordance with clause 16 (Individual Flexible Arrangements), or clause 17 (Variation to Working Arrangements for Groups of Employees) of the agreement.

40. Technical Coordinator Salary Arrangements

This is clause 43 in the current Agreement. There is no change to this clause.

41. Operator/Maintainer Classification

This is clause 44 in the current Agreement. Current clause provision replaced/updated to reflect that if during the period of the agreement Territory Generation propose to introduce the Operator Maintainer classification at the Owen Springs Power Station, it shall only occur in accordance with clause 15, Introduction and Management of Change; and that employees transferring to the Operator Maintainer classification, who require additional skills to fulfil the role, will be provided with the necessary training within an appropriate timeframe.

42. Pay Progression

This is clause 45 in the current Agreement. Clause updated to provide pay progressions for the 2018/19 performance achievement cycle will be in accordance with clauses 45 and 46 of the *2015-2018 Territory Generation Enterprise Agreement*; and that effective from 1 July 2019, pay point progression will be in accordance with new 'Our Performance Plan'. Clause clarifies that pay progressions for Trade Technical, Operator and Operator/Maintainer streams shall also include completion of job model competencies.

43. Performance Achievement

This is clause 46 in the current Agreement. Clause provides for the current 'MyPlan' to be replaced with new 'OurPlan' effective from 1 July 2019. Ourplan consists of 'Our Performance Plan' and 'Our Training and Development Plan'. OurPlan to be reviewed every quarter to encourage more regular communication and feedback opportunities. 'Our Performance Plan' to include priority outcomes (focussing on extra achievement). 'Our Training and Development Plan' to include corporate training awareness requirements. Training and development requests to be entered directly into myHub by employees.

44. Salary Sacrifice for Employer Superannuation

This is clause 47 in the current Agreement. Minor updates to reflect changes in Australian Taxation Office (ATO) legislation and that employees will be responsible for any tax or interest that may be imposed by the ATO for exceeding the Commonwealth concessional contribution cap. Included references to Northern Territory Supplementary Superannuation Scheme.

45. Salary Sacrifice Packaging

This is clause 48 in the current Agreement. There has been a minor change to allow employees with less than 12 months service to access salary packaging provisions without needing CEO approval.

PART E – ALLOWANCES AND SPECIAL RATES

46. Industry Specific Skills Allowance

This is clause 49 in the current Agreement. There are no changes to this clause.

47. Dual Trade Market Allowance

This is clause 50 in the current Agreement. Clause updated to remove requirement for employees to be stationed at a power station with a generating capacity greater than eight (8) Megawatts, and performing the duties of a Technical Specialist or Instrument Tradesman. New Commissioner for Public Employment Determination will be issued, recognising additional qualifications, providing greater opportunity to receive the allowance.

48. Availability Allowance

This is clause 51 in the current Agreement. There are no substantive changes to this clause (replace incorrect reference to PWC (PowerWater Corporation), to Territory Generation).

49. Consolidated Disability Allowance

This is clause 52 in the current Agreement. Reference to the Northern Territory Power and Water Corporation Employees Award 2002 has been updated to the Northern Territory Public Sector Enterprise Award 2016 (as it replaced the previous award), and relevant allowances removed/updated accordingly. Included reference to Operator/Maintainers.

50. Extra Duty Allowance

This is clause 53 in the current Agreement. No substantive changes, minor update clarifies allowance is available to employees eligible to receive overtime.

51. Higher Duties Allowance

This is clause 54 in the current Agreement. Updates to clause cover:

- new provisions for partial Higher Duties Allowance (HDA) where an employee is not required to fulfil all of the duties of a higher level job; and ability for CEO to approve the continuation of allowance (e.g. CDA) for a duration of higher Duties; and
- clarification that to receive HDA an employee needs to work a minimum of five consecutive days.

52. Professional Development Allowance

This is clause 55 in the current Agreement. There is no substantive change to this clause. Rates for Professional Development Allowance increased in line with current rates as at 1 January 2019.

53. Pre-eminent Professional Allowance

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

54. Relocation Allowance

This is clause 58 in the current Agreement. There is no substantive change to this clause (update reference to Territory Generation to CEO).

55. Relocation Expenses – Employment or Transfer

This is clause 59 in the current Agreement. There is no substantive change to this (clause update reference to Territory Generation to CEO).

56. Team Leader Allowance

This is clause 60 in the current Agreement. Clause updated to include the classifications the allowance applies to (Trade Technical or Operator/Maintainer), and to reduce the size of a work team from four to two employees.

57. Travelling allowance

This is clause 61 in the current Agreement. There is no change to this clause.

58. Tool Allowance

This is clause 63 in the current Agreement. There are no changes to this clause.

59. Allowance for Damaged Clothes

This is clause 64 in the current Agreement. There are no changes to this clause.

60. Motor Vehicle Allowance

This is clause 65 in the current Agreement. There is no substantive change to this clause (update reference to Territory Generation to the CEO)

61. First Aid Allowance

This is clause 66 in the current Agreement. There is no substantive change to this clause (updated reference to current First Aid accreditation code).

62. Northern Territory Allowance

This is a new clause. The clause provides that Northern Territory Allowance (a full-time rate of \$960 per annum) will only be available to employees who were in receipt of the allowance on the day prior to the commencement of the new Agreement. Employees eligible to receive NTA, who cease claiming it during the new Agreement, will not be eligible to recommence claiming it for any future dependency purpose.

PART F – HOURS OF WORK, SHIFTWORK, MEAL BREAKS AND OVERTIME

63. Hours of Work (Non-shiftworkers)

This is clause 67 in the current Agreement. There are no changes to this clause

64. Rostered Days Off

This is clause 68 in the current Agreement. There are no changes to this clause

65. Flexible Working Hours (Flextime)

This is clause 69 in the current Agreement. There are no changes to this clause

66. Work at Public Forums

This is clause 70 in the current Agreement. There are no changes to this clause.

67. Overtime

This is clause 71 in the current Agreement. Changes to this clause provide new part-time overtime provisions that sets out when part-time employees are directed to perform overtime above their agreed hours they will be paid overtime. Employees requesting or electing to perform additional hours will be paid at ordinary time, or at overtime rates where the hours are outside the span of hours or exceed maximum daily or weekly hours.

68. Call Out Arrangements

This is clause 72 in the current Agreement. There are no changes to this clause.

69. Relief for Regional Centres

This is clause 73 in the current Agreement. There are no changes to this clause.

70. Meal Breaks and Overtime Meal Allowances

This is clause 74 in the current Agreement. There is no substantive change to this clause (update a reference to 'Territory Generation' to 'their Manager').

71. Shiftwork

This is clause 75 in the current Agreement. There are no changes to this clause.

PART G – TYPES OF LEAVE AND PUBLIC HOLIDAYS

72. Public Holidays

This is clause 76 in the current Agreement. There are no changes to the clause.

73. Compassionate Leave

This is clause 77 in the current Agreement. There has been some minor technical changes to update the definitions in line with the FW Act.

74. Long Service Leave

This is clause 78 in the current Agreement. There are no changes to the clause.

75. Parental Leave

This is clause 79 in the current Agreement and has been broadened with the application of parental leave provisions to include surrogacy situations and to expand paid leave available to partners.

In relation to partner leave, an employee with at least 12 months continuous service will be able to access a portion of paid partner leave where the employee's spouse ceases to be the child's primary care giver (e.g. returns to work), at some stage between the child's date of birth and the 14th or 18th week after the child is born (or day of placement in the case of adoption).

This new provision will provide the ability for an employee (partner) to be able to have up to 18 weeks of the longer partner leave paid provided that are meeting the needs of the child more than anyone else.

In the new Agreement employees on unpaid parental leave will have their superannuation paid for the first 12 months of parental leave (previously 6 months). If parental leave ends, employees will continue to be able to request leave without pay or flexible working arrangements up until the child reaches school age.

76. Recreation Leave

This is clause 80 in the current Agreement. There is no substantive change to this clause (move accrual and granting of leave provisions up to front of clause, and update 'illness' references to 'personal leave' to align with personal leave provision).

77. Recreation Leave Loading

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

78. Recreation Leave Airfares

This is clause 83 in the current Agreement. Updated to reflect provisions for automatic cash payments of airfares are under PSEM By-law 33(10). Current Agreement had incorrect reference to PSEM By-law 33(15).

79. Christmas Closedown

This is clause 81 in the current Agreement. There is no substantive change to this clause (grammar updates).

80. Personal Leave

This is clause 84 in the current Agreement. There have been some technical changes to update the definitions in line with the Fair Work Act, and to provide clearer provisions for casual employees. New provisions also provide for shiftworkers to access three shifts off without a medical certificate (regardless of length of shift), including Trade Technicals (who are not shiftworkers, but work 8.33 hours per day). Carer's leave documentation provisions updated to include provision for further information to be provided on requirement for care and support, if required.

81. Leave to Attend Industrial Relations Business

This is clause 85 in the current Agreement. There are no changes to this clause.

82. Release to attend as a Witness

This is clause 86 in the current Agreement. There are no changes to this clause.

83. Release for Jury Service

This is clause 87 in the current Agreement. Updated to provide payments for jury service will be in accordance with the Juries Act.

84. Study Assistance and Leave

This is clause 88 in the current Agreement. There are no changes to this clause.

85. Domestic and Family Violence

This clause replaces current clause 89 Miscellaneous Leave – Domestic, Family and Sexual Violence. Clause provides reference to available entitlements to paid leave and support measures for employees experiencing Domestic and Family Violence.

86. Cultural and Ceremonial Leave

This is a new clause to provide an employee up to five days unpaid cultural leave for cultural or ceremonial obligations.

Schedule 1 Salary Structure

This Schedule contains the salary rates for all classifications under the agreement. Updated to reflect 2.5% increases per annum from 26 July 2018 and over the four year term of the new Agreement.

Schedule 2 Allowances

This Schedule contains the new allowance rates that apply annually from 26 July 2018, and those that will increase according to CPI increases (on 1 January each year), over the term of the agreement. Hardship allowance has been removed as it was a provision that applied to Power and Water.

Schedule 3 Classification Stream Descriptors and Stream Specific Progression Principles

There are no substantive changes to this Schedule (update descriptor at 3.1 to Administrative and Corporate Services (removed 'Officers'))

Schedule 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements

There are no substantive changes to this Schedule (gender neutral updates, and update to clarify the PSEM By-Laws that apply for airfare entitlement).

Schedule 5 Safety Initiative Bonus Table

Part B Individual Safety Initiative Bonus table updated to include Safety Interactions (in addition to Safe Act Observations), as criteria to assess safety bonuses against.

Schedule 6 Work Life Balance Initiatives

There are no changes to this Schedule.