

# Territory Generation Enterprise Agreement Negotiations

## INFORMATION SHEET 2

### Proposals for a New Enterprise Agreement

The following proposals are made on a without prejudice basis and are a reflection of the discussions in bargaining between the parties and presented to the Territory Generation Single Bargaining Unit (SBU) made up of the Electrical Trades Union (ETU), Australian Manufacturing Workers' Union (AMWU), Community and Public Sector Union (CPSU) and Professionals Australia (PA); and a self-appointed Bargaining Agent.

The proposals form part of a package of employment improvements for Territory Generation (T-Gen) employees which covers a range of SBU claims, T-Gen initiatives and Northern Territory Public Sector (NTPS) common conditions.

The improvements proposed for a new agreement were considered in conjunction with the continuation of conditions introduced in previous rounds. The proposal places Territory Generation well in the market to attract and retain employees and to maintain a competitive position nationally over the next four years.

#### 1. Term of Agreement – 4 years

It is proposed the new agreement will have a four year term with an expiration date of 15 July 2022. This will provide both employees and Territory Generation with the certainty of secured terms and conditions over this period.

#### 2. Salary Increases – 2.5% per annum

Subject to the achievement of proposed changes contained in this proposal and approval of the agreement by the Fair Work Commission:

- (a) 2.5% effective from 26 July 2018
- (b) 2.5% from the first full pay period commencing on or after 16 July 2019
- (c) 2.5% from the first full pay period commencing on or after 16 July 2020
- (d) 2.5% from the first full pay period commencing on or after 16 July 2021

A 2.5% increase each year for four years will ensure employees' salaries and conditions remain competitive.

Salary increases under the new agreement will not apply to employees who cease employment with the NTPS prior to the commencement date of the Agreement, which will be seven days after it is approved by the Fair Work Commission.

Work-related and expense-related allowances will be adjusted consistent with the current Agreement provisions that provide for an adjustment mechanism.

#### 3. Improved Territory Generation Provisions

The following improvements in Territory Generation provisions, which address SBU claims, and have been discussed during bargaining, include:

##### (a) Mental Health

It is proposed that the new agreement reflect Territory Generation's commitment to providing support and assistance for employees who may experience mental health issues through Employee Assistance Programs and other health and wellbeing initiatives. The agreements Safety, Health, Welfare, Discrimination and Workloads provisions will be updated to reflect this commitment.

## **(b) Use of Contractors**

To improve on the current security of employment conditions within the Use of Contractor clause, provisions will be 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.

## **(c) Higher Duties Allowance (HDA)**

HDA provisions will allow for partial payments of HDA where an employee take on some duties of a higher level position; and for payment of other approved allowances to apply in certain situations of HDA (e.g. a Trade Technical Employee acting in a Technical Coordinator role who is still required to be 'on the tools' may continue to be paid Consolidated Disability Allowance).

## **(d) Personal Leave provisions**

For the number of days allowed without medical evidence each year, the new agreement will provide for the whole shift to be counted as a day (i.e. a 'day' could be 7.5 hours, 8.33 hours or a 12 hr shift). This will provide all employees with up to three full days/shifts per annum off without requiring medical evidence.

## **(e) Dual Trade Allowance**

Additional qualifications will be included for Dual Trade Allowance provisions, which would provide employees with greater opportunity to access the allowance. In addition to the current Instrument and Electrical qualifications, Mechanical Diesel Fitter, Certificate III in Mechanical Engineering, and Certificate III Engineering - Fabrication would be included. In addition to these improvements the agreement provisions would be updated to remove the current eight megawatt generating capacity restrictions.

## **(f) Team Leader Allowance**

Team Leader Allowance provisions will be improved to apply to Trade Technical or Operator/Maintainer employees who take on team leader responsibilities for 2 or more employees (to be reduced from 4 employees).

## **(g) MyPlan/OurPlan**

A new 'OurPlan' performance development framework would commence 1 July 2019, to replace the current MyPlan. The new framework will ensure job models and competency frameworks are included as part of Trade Technical/Operator/OMT employees pay progression requirements. A committee comprising of union representatives, management, and employees will be formed to develop the new framework.

## **(h) Part-time Employees and Overtime**

Under this proposal a part-time employee will be paid overtime where directed to work more than their agreed hours. Overtime for part-time employees is currently only paid after working fulltime hours, or outside the span of hours.

This proposal does not affect existing provisions regarding an employee's right to request flexible work arrangements for work life balance; right to refuse to work additional hours/overtime on reasonable grounds; or alter the current manner in which employees may be offered additional hours/overtime.

## **(i) Apprentices**

The target provisions for apprentice intakes will be updated to include females and people of diverse backgrounds.

## **(j) T-Gen Graduate Program**

The new agreement will provide for a targeted intake of two graduates each year on the Territory Generation Graduate Development Program, including females and people of diverse cultures.

### **4. Improved 'NTPS Common' provisions**

The following improved 'NTPS Common Conditions' which also cover SBU claims, have been discussed during bargaining and include:

#### **(a) Improved Parental Leave Provisions**

With regards to improved parental leave provisions, the SBU's claim for common clauses within the new NTPS 2017 – 2021 Enterprise Agreement ('General NTPS agreement') is agreed.

The current Parental Leave provisions will be re-written to be more succinct by combining existing entitlements under two main types of parental leave: Primary Caregiver Leave (currently 'Ordinary Maternity Leave' and 'Adoption Leave') and Partner Leave (currently 'Paternity/Partner Leave' and 'Adoption Leave'). Other types of parental leave, e.g. Special Maternity Leave, Pre-Adoption Leave are retained. Other improvements consistent with the General NTPS agreement include:

##### Surrogacy arrangements

It is proposed to broaden the application of parental leave provisions to include a child born of surrogacy arrangements.

##### Paid partner leave

It is proposed to expand the paid leave available to employees who take over as primary caregiver from their partner (who is usually the birth giver). This will provide employees who meet the relevant criteria with the current generous levels of paid parental leave (up to 14 or 18 weeks) and up to a total of three years off for parental leave purposes.

This new provision will provide an employee (referred to as 'the partner' as they are not the initial primary caregiver) with paid leave where they take on the primary carer responsibilities within a certain time period following their child's birth/adoption. This paid leave would be available where the initial primary caregiver returns to work, for example, and the partner takes over caring responsibilities for the child such that the employee is the person who now meets the child's physical needs more than anyone else. For employees with more than five years of service the period available to access paid leave will be up to 18 weeks from the birth/adoption of the child, and 14 weeks for employees with one to five years of service. The paid leave is not payable for any period of parental leave taken that extends beyond 14 weeks (or 18 weeks, whichever is applicable), from birth/adoption. Partners may still access partner leave (up to two weeks paid) at the time of birth/adoption prior to accessing this new paid partner leave as primary caregiver. However, only one parent of the family unit can nominate as primary caregiver at a time.

The current combined parental leave provisions permitting NTPS employee couples to share their paid NTPS parental leave entitlements will be retained.

Employees will continue to be able to request leave without pay, part-time employment or flexible working arrangements up until the child reaches school age.

##### Employer funded superannuation on unpaid parental leave

It is proposed the employer funded superannuation payments currently paid during periods of unpaid parental leave, to employees eligible for at least 14 weeks paid parental leave, be extended from six months to 12 months from commencement of parental leave. This proposal means eligible employees who proceed onto a period of unpaid parental following paid leave in the first 12 months will have no loss of superannuation earnings for 12 months.

## **(b) New Cultural and Ceremonial Leave (up to 5 days unpaid)**

A new provision of up to five days unpaid cultural and ceremonial leave each year to employees to meet cultural or ceremonial obligations. The leave is not cumulative. This unpaid leave is in addition to paid leave entitlements and access to flexible work arrangements.

The NTPS values cultural diversity. Sometimes employees are required to attend to cultural and ceremonial events that are important to the community or group to which they belong. These obligations may occur during work times, and may not coincide with public holidays or rostered days off work. Some obligations may be 'traditional' or 'urban' in nature and may include initiation, birthing and naming, and funerals in cases where the deceased person is not a member of the employee's immediate family or household. An employee may be required to meet traditional law or cultural obligations, or participate in religious days of observance or activities, e.g. Greek Orthodox, Ramadan, Sorry business etc. This proposal takes into consideration the Aboriginal Employment and Career Development Strategy, where we continue to grow our Aboriginal workforce in the NTPS so it is more reflective of the community we serve.

Periods of unpaid cultural and ceremonial leave do not break an employee's continuity of employment but will not count for service (e.g. for paid leave accruals or increments). However, any period of paid leave taken for cultural and ceremonial purposes will count for service in accordance with the relevant paid leave provisions (e.g. if an employee takes recreation leave to attend Sorry business this will count for service). An employee will not be required to use all their other paid leave entitlements before accessing unpaid cultural and ceremonial leave. An employee may be asked to provide their manager with documentary evidence of the need for the employee to attend the cultural or ceremonial events.

## **(c) Domestic and Family Violence (DFV)**

The NTPS provides access to uncapped paid leave for employees experiencing domestic and family violence through the Public Sector Employment and Management By-law 26 Miscellaneous Leave provisions. The current clause in the new agreement will be enhanced to highlight the leave and other support available to employees who are experiencing domestic and family violence. There are many leave options and workplace arrangements that employees can access who are victims of DFV. In addition to the generous leave options available, employees may also access DFV leave to request time off to find safe accommodation, attend court hearings, accessing legal advice, organising alternative care or education arrangements to children.

## **(d) Union rights**

The rights of delegates and union officials will be included in the new enterprise agreement. This will ensure that employees continue to have union representation in the workplace should they need support and assistance.

## **(e) Dispute settling procedures**

There will be additional protections in relation to the dispute settling procedures to maintain current provisions while a dispute is being resolved. Also any disputes about the application of By-laws can be resolved through the dispute settling procedures and may be conciliated (but not arbitrated) by the Fair Work Commission.

An employee will continue to have access to the grievance review mechanisms under the Public Sector Employment and Management Act if a By-law has not been correctly applied.

## **(f) Kinship Recognition**

A commitment to establish recognition of kinship relationships as immediate family for compassionate and personal leave, where agreement can be reached in the Public Sector Consultative Committee with the unions on appropriately identifying kinship relationships.

## 5. Northern Territory Allowance

The Northern Territory Allowance ('NTA') will be retained for existing employees who are in receipt of the allowance immediately before commencement of the new agreement. It is proposed that NTA be grand-parented to those existing employees so that NTA continues to be paid, according to Public Sector Employment and Management By-laws 26 and 49, at a full-time rate of \$960 until such time as the employee ceases to have dependants.

## 6. Responses to other Claims

As covered above I have agreed to a number of bargaining representative claims, including inclusion of provisions relating to mental health; use of contractors; payment of certain allowances while on higher duties; team leader allowance to apply to teams of 2 employees; additional trades included for Dual Trade allowances; Apprentice targets to include females; Commitment to T-Gen Graduate Program; enhancement of references to domestic and family violence; cultural leave provisions; the extension of parental leave conditions to include surrogacy and partner situations, and increasing employer funded superannuation payments from six to 12 months; improvements to dispute settling procedures; and inclusion of union and representative rights.

I have also agreed to the following matters, which formed part of the log of claims, and have been discussed during negotiation meetings, to be maintained in the new agreement:

### (a) Hours of work

There will be no extension to the hours of work.

### (b) Consultation and Management of Change

Consultation on Management of Change matters will remain unchanged.

### (c) Employment Security

Employment Security provision will be retained.

### (d) Work Life Balance

Current work life balance package provision will continue to apply and provide employees with flexible working options.

### (e) Part time work on return from parental leave

Employees returning from a period of parental leave will be able to apply for part time work until the child commences full time schooling.

## 7. Drafting New Agreement

The parties have progressed the drafting of a new agreement and have adopted changes to the definitions in the Personal Leave and Compassionate Leave provisions in line with the General NTPS agreement for consistency of core conditions across the NTPS.

These updates do not change existing entitlements but will provide updated definitions (e.g. immediate family, de facto partner) in line with the *Fair Work Act* and clearer provisions for documentary evidence. Other changes to the new agreement to be addressed in drafting have involved updating legislative references, gender neutral language, and plain English language.

## 8. Feedback

The above proposals and the continuation of existing employment conditions represent a fair package that improves salary and conditions for all employees, and introduces very modest efficiencies to support a range of improved conditions. Should you wish to express a view on the proposals or make a suggestion you can provide your feedback to me directly at [www.enterpriseagreements.nt.gov.au/general\\_feedback](http://www.enterpriseagreements.nt.gov.au/general_feedback). All feedback will be treated confidentially.