

# **NTPS ENTERPRISE AGREEMENT NEGOTIATIONS**

## **NTPS GENERAL ENTERPRISE AGREEMENT INFORMATION SHEET 4/2017**

**\*\*This bulletin only applies to employees covered by the NTPS 2013–2017 Enterprise Agreement\*\***

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

This information sheet outlines the terms of the Commissioner for Public Employment's revised "without prejudice" offer, which was made on 30 October 2017, for a new enterprise agreement to replace the Northern Territory Public Sector 2013-2017 Enterprise Agreement, which expired on 10 August 2017. The revised offer is in response to employee feedback and negotiations with the unions since April 2017.

In a genuine attempt to settle negotiations and finalise bargaining as soon as possible I have made the following improvements to my offer of [30 May 2017](#) which include concessions on key issues.

#### **Expanded Parental Leave for Partners**

I have agreed to the union claim to further expand the parental leave provisions in order to provide partners with access to paid parental leave. I propose that, depending on the employees length of service, this leave would be up to 18 weeks from the birth (or placement) of the child. This new provision will provide partners with additional leave where they take on the primary carer responsibilities.

Where a family unit has a new child it is proposed that parental leave would be available for partners who are NTPS employees. This leave would be available where the initial primary caregiver returns to work and the partner would be able to access paid partner as primary caregiver leave. For employees with more than five years of service this will be up to 18 weeks from the birth of the child, and 14 weeks for employees with one to five years of service.

Partners may still access partner leave (up to 2 weeks paid) prior to accessing this new partner as primary caregiver leave. However only one parent of the family unit can nominate as primary caregiver at a time. The maximum period of paid leave for a partner will be 18 weeks.

#### **Improvements to Union Rights Principles**

I have agreed to include the rights of delegates and union officials as part of the enterprise agreement. This will ensure that employees continue to have union representation in the workplace should they need support and assistance. I have also agreed to the union claim for improvements to the dispute settling procedures.

#### **Change Management Clause**

I have agreed to a significant part of the union claim that the change management clause should be clear that consultation on major change will occur prior to a CEO making a final decision. This will further clarify that employees' views are taken into account prior to decision on major change in the workplace.

#### **Improved clarity to Flexible work options**

I had previously agreed to the union claim that flexible work arrangements should be set out in the agreement. I have now further agreed to the union claim that flexible work arrangements be clearer and clarify the flexible work options that are available to staff in the agreement to make it easier for employees and managers to understand the various options available to assist staff in balancing their work and personal commitments. I have also agreed to introduce a specific clause which details flextime in the Agreement. A summary of the flexible work options that are now set out in the Agreement are as follows:

- Averaging hours (providing the ability to roster a regular day off);

- Part-time employment (for either for fixed period or ongoing);
- Flextime arrangements to enable employees to work their ordinary hours in a flexible manner that suits their circumstances and that of the work unit;
- Individual Flexible Arrangement (changes to employment conditions that aren't available under the enterprise agreement but result in the employee being better off overall – these arrangements require the approval of the Commissioner for Public Employment);
- Flexible Work Agreements as set out in the Fair Work Act.

Any flexible work arrangements need to be negotiated and approved so managers can ensure the work unit will be able to continue to provide appropriate services to Territorians. However, managers should genuinely consider requests.

I would anticipate that any requests for part-time work following parental leave should be accommodated in most agencies and staff will be able to have any refusals reviewed through the Promotions Appeals and Grievance Review unit.

### **Staff Performance, Training and Development**

I have agreed to the union claim to include provisions which set out the key principles for employee planning and development. This will ensure the employee performance management and development systems that Agencies have in place under Employment Instruction 4 are also in the enterprise agreement.

### **Cultural Leave (unpaid)**

Through the Indigenous Employment and Career Development Strategy we have been growing our Aboriginal workforce in the NTPS so it is more reflective of the community we serve. The unions raised the issue of paid cultural leave during bargaining and I have agreed to provide up to five days unpaid cultural leave each year to employees in addition to the six weeks paid recreation leave.

### **Recognition of kinship relationships and cultural obligations**

In order to further support Aboriginal employees I look forward to continuing the work on identifying productive ways we can recognise the obligations of kinship relationships that employees have. Where agreement is reached with the unions about appropriately identifying kinship relationships I agree that kinship relationships would be recognised as immediate family for compassionate and personal leave.

### **Split Shifts**

I have agreed with the unions that there is no need to change the current Group Flexible Working Arrangements clause to have a provision to introduce split shifts. Instead where employees initiate or the majority agree, such arrangements can be introduced under the current clause where the hours of work may be include a longer break during the day.

### **Alignment of similar conditions across the Schedules**

There are a range of similar conditions across each of the schedules to the Enterprise Agreement. I have agreed to the union claim to make this clearer for employees to understand their terms and conditions of employment and have aligned similar terms across the Agreement. This covers terms and conditions such as:

- Dispute Resolution training;
- Leave to attend arbitration business;
- Increments;
- General overtime provisions
- Higher Duties Allowance;
- Accident Allowance; and
- Reference to various By-laws which apply to all employees.

My Office have also been working with the unions to align definitions across the Schedules which builds on the work that had been undertaken as part of the Modern Award. This work will assist in making the Agreement easier to navigate and read.

### **Increased Overtime Rates for some workers**

As part of aligning provisions across the schedules I have agreed to increase the overtime payments for a range of staff across the NTPS who are currently paid time and a half for overtime on Monday to Friday. I have agreed to align the provisions so that overtime is paid as time and a half for the first three hours and then double time on Monday to Friday.

### **Conditions for Shift Workers**

During the negotiations my representatives have worked with the unions to align the terms and conditions of shift workers across the Schedules. Although we weren't able to resolve all issues I have agreed to the union claim that all shift workers be paid their penalties for any days they are on recreation leave. This will include any public holidays that fall during a recreation leave period. This will remove the highly administrative function of acquitting the shift payments and leave bonus at the end of the period and be a benefit to workers.

### **Consultation for changes to By-laws and application of By-laws**

As part of the negotiations for the new Agreement the unions raised concerns about the process for changes that may be made to By-laws. I have confirmed my long held position that there will be no change to By-laws without consultation with the unions for the duration of the Agreement. Consultation for any changes will follow the consultation term under the Agreement. Disputes about the application of By-laws would form part of the dispute settling procedures and could be conciliated by the Fair Work Commission. An employee will also still be able to raise a grievance with my Office if they believe a By-law has not been applied correctly.

Most of the conditions are already set out in the Agreement and there are only a few that sit in By-laws that apply to employees under the General Agreement (eg study assistance; low flying allowance).

### **Specific Groups of Employees**

I have agreed to the union claim to include the terms and conditions of employment for the ranks of Chief Correctional Officer and above, as a Schedule to the Enterprise Agreement. I have also agreed to the request from employees to grand-parent the government house allowance for existing employees. Instead of ceasing, this allowance will continue for those employees currently receiving it.

I have agreed to the union claim that the call out rates for Radiographers and Sonographers be included in the Agreement. These are currently set out in Part C of Schedule 11. I will continue to work with the union and Radiographers to align their hours with all other shiftworkers and health professionals subject to addressing employees' issues. I have also asked the Department of Health to remind managers that recalling staff from a break should only be done when there is an emergency that requires the employee to respond.

## Improved Offer

The terms of this improved offer comprise a total and interlinked 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 I reserve the right to vary the salary component accordingly.

I consider this to be a fair and reasonable offer, taking into account the current budgetary environment locally and nationally, forecasted CPI over the relevant period, and the improvements and concessions being offered.

### 1. Term of Agreement

It is proposed the new agreement will have a four year term with an expiration date 12 months after the final salary increase paid under the agreement. This will provide employees and Agency CEOs with certainty and secured terms and conditions over this period.

### 2. Salary Increases

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

- an initial salary increase of 2.5 per cent to be paid effective from 10 August 2017;
- a second salary increase of 2.5 per cent to be paid effective from the first full pay period from 10 August 2018;
- a third salary increase of 2.5 per cent to be paid effective from the first full pay period from 10 August 2019; and
- a fourth salary increase of 2.5 per cent to be paid effective from the first full pay period from 10 August 2020.

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.

### 3. Parental Leave

It is also proposed to broaden the application of paid parental leave provisions to include surrogacy situations and to expand the leave available to partners. This will provide employees who meet the relevant criteria with the current generous levels of paid parental leave of up to 18 weeks, and up to a total of three years off for parental leave purposes.

This new provision will provide partners with additional leave where they take on the primary carer responsibilities. This leave would be available where the initial primary caregiver returns to work and the partner would be able to access paid partner as primary caregiver leave. For employees with more than five years of service this will be up to 18 weeks from the birth of the child, and 14 weeks for employees with one to five years of service. Partners may still access partner leave (up to 2 weeks paid) prior to accessing this new partner as primary caregiver leave. However only one parent of the family unit can nominate as primary caregiver at a time. The maximum period of paid leave for a partner will be 18 weeks.

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

### 4. Employer Funded Superannuation

In addition to the broadened parental leave provisions, it is proposed the employer funded superannuation payments during periods of unpaid parental leave be extended 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 ensuring employees proceeding on maternity leave have no loss of superannuation earnings for 12 months.

### 5. Domestic and Family Violence

The NTPS provides access to uncapped paid leave for employees experiencing domestic and family violence through miscellaneous leave provisions. To improve awareness of these existing provisions it is proposed to include a clause in the new agreement highlighting the commitment to providing leave and other support to employees who are experiencing domestic and family violence.

## **6. Northern Territory Allowance**

The Northern Territory Allowance (NTA) will be retained for existing employees currently receiving the allowance. It is proposed that NTA be grand parented to existing employees receiving the allowance.

- For employees currently receiving the \$960 this rate will remain unchanged.
- For employees who commenced on or prior to 31 July 1987 who receive a variable rate (depending on their designation and increment), it is proposed that the rate is standardised at the top increment rate for each classification.

## **7. Union rights, consultation for change and dispute settling procedures**

It is proposed that the rights and obligations of delegates will be set out in the Agreement and will be underpinned by a set of key principles. There will also 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.

It is also proposed that the Agreement will clearly set out that consultation on major change will occur prior to a CEO making a final decision.

## **8. Cultural Leave and Kinship Relationships**

The Indigenous Employment and Career Development Strategy has led to increases in Aboriginal employment across the NTPS. In order to further support Aboriginal employees I have agreed to provide up to five days unpaid cultural leave each year. I will also work with unions and employees to identify productive ways we can recognise the obligations of kinship relationships that employees have. Where agreement is reached with the unions about appropriately identifying kinship relationships I agree that kinship relationships would be recognised as immediate family for compassionate and personal leave.

## **9. Part-time**

It is proposed that part-time employees would be paid overtime after reaching their agreed part-time hours where they are directed to work. This improvement will ensure that part-time employees are compensated when they are directed to work longer hours. If a part-time employee agrees to work additional hours then they will be paid at single time until they have worked the hours of a full-time equivalent. However the agreed hours for a part-time employee will be subject to review and may be increased to align with any regular additional hours a part-time employee is working.

## **10. Increased Overtime Rates (Schedule 2)**

It is proposed that employees covered by Schedule 2 will receive more beneficial overtime payments from Monday to Friday. Instead of receiving overtime at time and a half for all overtime, it will increase to time and a half for the first three hours and double time thereafter. This will align the overtime provisions for Schedule 2 with Schedule 1.

## **11. Penalties for shiftworkers during recreation leave**

It is proposed that the conditions for shiftworkers would be improved so that they received shift penalty payments when taking any period of recreation leave. This will include public holidays that fall during a period of recreation leave and would remove the highly administrative function of acquitting the shift payments and leave bonus at the end of the period.

## **12. Staff Performance, Training and Development**

It is proposed that the key principles for employee planning and development will be set out in the Agreement. This will ensure the employee performance management and development systems that Agencies have in place under Employment Instruction 4 are secured in the enterprise agreement.

## **13. Schedule for ranks of Chief Correctional Officer and above**

It is proposed that the Agreement will have a specific Schedule for ranks of Chief Correctional Officers and above which will replace the current Correctional Officers Arbitral Tribunal Determination 4.

#### **14. Government House Employees Allowance**

It is proposed that the allowance for government house employees would only continue to be provided to existing employees.

#### **15. Responses to Union Claims**

As covered above, I have agreed to a number of Union claims including the extension of parental leave to partners who undertake primary carer responsibilities, domestic and family violence leave; new unpaid cultural leave; new provisions around staff performance, training and development; increases to overtime rates; improvements to conditions in relation to management of change, union rights, and dispute settling procedures including disputes in relation to By-laws.

I also agree to the following matters, which form part of the union logs of claims, and have been discussed during negotiation meetings, to be incorporated into this offer as set out below.

##### **a. Standardisation of policies across Agencies where practicable**

I agree to explore the practicality of the standardisation of policies across the NTPS. It would be appropriate to do this through the Public Sector Consultative Council.

##### **b. Minimal use of fixed period and casual contracts**

I have listened to the issues that the union have raised in relation to the security of employment for fixed period employees. As acknowledged by the union there are circumstances where the use of fixed period employment is valid. As an example this may be where an employee is on extended parental leave or where funding for the position is only for a fixed period. However I agree to review Employment Instruction 1 Filling Vacancies to ensure that fixed period employment is being utilised appropriately.

Although I am unable to agree to the unions claim for no forced redundancies I remind employees that the Chief Minister advised all staff that there would be no forced redundancies as a result of savings measures implemented in 2016/17 – 2017/18. I will however improve the conditions for reemployment in the NTPS after a redundancy reducing the period from two years to 12 months as set out in Employment Instruction 1.

##### **c. Community Language Allowance**

It is agreed that the Community Language Allowance will continue to be provided to employees who meet the relevant criteria and have been directed by the CEO to use their language skills as set out in Determination 6 of 2013.

##### **d. Grievance and complaints about any workplace matter must be clearly outlined, independent and timely**

I agree that grievance and complaints about workplace matters must be clearly set out, independent and in a timely manner. Employment Instruction 8 provides that CEOs for each Agency must have an internal grievance handling policy which isn't overly complex, ensures prompt resolution and is handled by an impartial officer. Grievance and complaints can also continue to be lodged with the Promotions Appeals and Grievance Review section of my Office.

##### **e. Reasonable Workloads**

I agree that the Enterprise Agreement will continue to provide commitments to monitor the workloads of employees.

##### **f. Occupational Health and Safety**

I agree that there should be clear guidance to ensure the health and safety of employees and have issued Employment Instruction 11 which sets out the minimum requirements for an agency health and safety program. This includes provisions for identifying and minimising risks and hazards such as remote area travel.

Similarly the requirement for all employees to behave appropriately in the workplace is set out in Employment Instruction 13, Inappropriate Workplace Behaviour. This instruction also requires Agency CEOs to develop and implement policies and procedures which foster appropriate workplace behaviour and respect as well as dealing with inappropriate workplace behaviour and bullying.

**g. Commitments to ATSI recruitment, training and career progression.**

The Indigenous and Career Development Strategy 2015-2020 has a NTPS global target of 16 percent Indigenous employment. This target includes a 10 percent target for Indigenous participation in senior management and executive levels. The strategy includes themes which development of culturally appropriate recruitment and retention strategies as well as career development programs.

**h. Department of Health**

I have agreed that the call out rates for Radiographers and Sonographers be included in the Agreement. These are currently set out in Part C of Schedule 11. I have also requested that managers at the department are reminded that recalling staff from a break should only be done when there is an emergency that requires the employee to respond. I propose that my office and the department will continue to work with the union and Radiographers to align their hours with all other shiftworkers and health professionals under Schedule 4, subject to addressing employees' concerns.

The parties have met extensively over the last six months to discuss and negotiate union claims, NTPS policy matters and operational issues.

I consider the above offer to represent a fair package. It is supportive of families, improves flexible work options and most importantly delivers and maintains solid wages and conditions for the next four years. I believe that employees should have a say and vote on the proposed agreement in the coming weeks.

Furthermore, in preparation of going to a ballot, the parties have worked constructively in drafting a comprehensive enterprise agreement, and a full draft of the proposed agreement will be forwarded next week.

**Summary of Offer**

In the current climate and consumer price index at 0% this year I consider the above offer to represent a fair package that improves wages and conditions for employees and ensure conditions are maintained for four years.