

PROPOSED
JACANA ENERGY
2015 – 2017
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 2010 - 2015 Power and Water Enterprise Agreement Working Together To Meet The Challenge and reference to the 'new Agreement' means the proposed Jacana Energy 2015 - 2017 Enterprise Agreement.
- ii. References to the 'NTPS Agreement' mean the Northern Territory Public Sector 2013-2017 Enterprise Agreement.
- iii. Technical changes were required throughout the new Agreement in line with amendments introduced:
 - a. on 1 January 2012 to the *Public Sector Employment and Management Act* (PSEM Act) (eg 'permanent employee' changed to 'ongoing employee'; 'temporary employee' to 'fixed period employee'); and
 - b. to the *Fair Work Act 2009* (FW Act);
- iv. Unless otherwise stated, references to clause and sub-clause numbers in the explanatory notes are referring to the current Agreement clauses.

Throughout the new Agreement references to the Power and Water Corporation have been removed, or replaced with Jacana Energy specific references where appropriate.

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 4295** or Jacana Energy on **8985 8458..**

Jacana Energy 2015 - 2017 Enterprise Agreement

2010-2015 Power and Water Enterprise Agreement Working Together to meet the Challenge		Proposed Changes
ORIGINAL CLAUSE	New Clause	Comment
PART A – APPLICATION AND OPERATION OF AGREEMENT		
1. Title	1. Title	Amended to reflect the new corporation - Jacana Energy
2. Arrangement	2. Arrangement	Updated to reflect changes in arrangement in the new Agreement
3. Definitions	3. Definitions	Updated terminology including: Added the subordinate instruments under the PSEM Act and added the phrase ‘as amended from time to time’ to clarify that the agreement applies taking into account any amendments to this legislation during the life of the new Agreement; removed references to continuous shift workers as Jacana Energy does not have shifts of this nature; moved some definitions to the relevant clauses that it relates to (eg Parental leave, Personal Leave etc for immediate family, medical practitioner etc); removed references to trade related definitions or clauses which are no longer in the Agreement as they do not apply to Jacana Energy; included references to the Fair Work Commission and <i>Fair Work Act</i> , Chief Executive Officer and Employer, and the Performance and Personal Development Plan
4. Coverage	4. Coverage	Amended to reflect the new Agreement covers the Commissioner for Public employment and staff employed under the Jacana Level classifications.
5. Relationship to PSEMA	5. Relationship to PSEMA	No substantive change however reworded to align with other NTPS enterprise agreements and included phrase “For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.” Also included is reference to PSEMA By-Law 25 Meal Allowance as applying to Jacana Energy employees (meal allowance also referred to in clause 44 Meal Breaks and Overtime Meal Allowance).
6. Modern Award	Not applicable	This clause has been omitted. This clause was included in the previous agreement to facilitate the creation of a sector wide modern enterprise award by 31 December 2013. As an application for a modern enterprise award for the NTPS was submitted by 31 December 2013 this clause is no longer necessary.

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2010-2015 Power and Water Enterprise Agreement Working Together to meet the Challenge		Proposed Changes
ORIGINAL CLAUSE	New Clause	Comment
7. Objectives of Agreement	6. Objectives of Agreement	Removed the sub-clause which relates to maintaining the triple certification, and references to PWC 'network and asset growth' as not relevant to Jacana Energy.
8. Code of Conduct	7. Code of Conduct	No substantive change
9. Safety, Health, Welfare, Discrimination and Workloads	8. Safety, Health, Welfare, Discrimination and Workloads	Removal of the reference to ongoing certification and PWC objectives. Included a sub-clause for the establishment of work health safety committees. Minor changes to align terminology with Employment Instruction 13 – Appropriate Workplace Behaviour. Removed reference to workload trends that may be reported to Joint Consultative Committee (JCC) as these can be raised under other clauses (including clause 8 or the new consultative committee provision at clause 14).
10. Employment Security	9. Employment Security	No substantive change, however clarified that there will be no involuntary redundancies or job losses arising <i>directly</i> from the implementation of the new Agreement.
11. Redeployment and Redundancy	10. Redeployment and Redundancy	Updated for consistency as a common core clause across the NTPS. Amendments reflect FW Act in relation to redundancy situations involving a transfer of business or employment where the employer finds alternative employment for the employee.
12. Period of Operation	11. Period of Operation	Updated to reflect the term of the new Agreement: two year term with a nominal expiry on 30 June 2017. Also amended clause to incorporate flexibility about when the parties can commence negotiations (i.e. sooner or later than the 4 month expiry mark) by agreement into cl 12.2 and consequently the third sub-clause was omitted as unnecessary.
13. No Extra Claims	12. No Extra Claims	No change

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2010-2015 Power and Water Enterprise Agreement Working Together to meet the Challenge		Proposed Changes
ORIGINAL CLAUSE	New Clause	Comment
PART B – CONSULTATION AND DISPUTE RESOLUTION		
14. Dispute Settling Procedures	13. Dispute Settlement Procedures	Updated to reflect new terminology, to be consistent with the NTPS Agreement, and to clarify which provisions of the new Agreement are excluded from the Dispute Settlement Procedures (i.e. requests for flexible work arrangements or to extend parental leave refused by the CEO on reasonable business grounds are excluded from Dispute Settlement Procedures although the new clause also specifically references section 59 of PSEM Act as an avenue of redress in such situations if required); and that that the procedure will apply to both a dispute about a matter arising under the Agreement or the National Employment Standards.
15. Joint Consultative Committee	14. Consultative Committee	Amended to reflect change of title and Jacana Energy operations for the establishment of consultative committees.
16. Maintenance and Safety Committee	Not applicable	This clause has been omitted and the establishment of a safety committee has been moved to clause 8 Safety, Health, Welfare, Discrimination and Workloads.
17. Introduction and Management of Change	15. Introduction and Management of Change	Replaced with the FW Act Model Management of Change clause which includes new provisions (i.e. requirement to consult on changes to regular roster or ordinary hours of work) required by the FW Act in all enterprise agreements made from 1 January 2014.
18. Individual Flexible Working Arrangements	16. Individual Flexible Working Arrangements	Minor changes to increase flexibility to enable arrangements to be in place outside the span of hours where both parties agree. Removed the need for the Commissioner for Public Employment to be informed where an arrangement has been terminated (this is now considered an unnecessary administrative step) and updated terminology to reflect the FW Act provisions that deal with IFWAs. Changes to the notice period to effect a termination of IFWA to align with NTPS Agreement and consistent with FW Act, however notice periods are to be agreed to prior to an IFWA being approved.

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ORIGINAL CLAUSE	New Clause	Comment
19. Variation to Working Arrangements for Groups of Employees	17. Variation to Working Arrangements for Groups of Employees	No substantive change. Improved readability and provides clarity by identifying the types of matters such arrangements can deal with. Provision requires the employees are better over all than the employees would have been if no variation arrangement had been made.
20. Work Life Balance Package	18. Work Life Balance Package	Replaced the Extended Leave Scheme with the Advance Notice of Extended Leave Without Pay. In line with amendments to FW Act, included a new sub-clause 18.4 which sets out the formal requirements applicable to a request for flexible working arrangements in certain circumstances, and also what may constitute reasonable business grounds for refusal of requests.
PART C – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS		
21. Recognition of Prior Employment	19. Recognition of Prior Employment	Removed the recognition of prior employment or service with the NTPS clause. Recognition is provided for LSL purposes under the provisions at clause 48.
22. Part-time Employment	20. Part-time Employment	Amended to improve clarity in relation to the span of hours, the exception for shift workers, and to identify that a part-time employee’s entitlement to apply for a pay progression or bonus in accordance with clause 30 (Performance Development) is on the basis of having worked the same chronological time as a full-time employee.
23. Casual Employment	21. Casual Employment	Updated the Determination to the NTPS Casual Employment Determination which is more relevant for Jacana Energy and added the phrase “as varied from time to time”.
24. Apprentices	Not applicable	This clause has been omitted. Clause relates to PWC trade apprentices.
25. Use of Contractors	Not applicable	This clause has been omitted. Clause relates to asset systems in relation to generation, transmission and distribution activities.
26. Probation	22. Probation	Amended to align probation period (6 months) with PSEM Act
27. Termination	23. Termination	No substantive change

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ORIGINAL CLAUSE	New Clause	Comment
28. Recovery of Relocation costs on Termination of Employment	Not applicable	This clause has been omitted and will be covered in an operational procedure.
29. Medicals	Not applicable	This clause has been omitted as it relates to trade positions. Medicals for other staff can be dealt with through an internal policy
30. Training and Development	24. Training and Development	No substantive change. Minor amendment to terminology: e.g. "annual performance achievement plan" changed to "annual performance and personal development plan"
31. Timesheet Recording	Not applicable	This clause has been omitted as it is trade related for job costing assets.
32. Corporate Safety Initiative	Not applicable	This clause has been omitted and the corporate safety initiative has been amended to reflect Jacana Energy's business and has been included in the Performance Development provisions at clause 30.
33. Fitness for Work	Not applicable	This clause has been omitted as procedure has been developed.
34. Work Organisation	25. Work Organisation	No substantive change to the clause. Changes reflect that major changes in work organisation will be managed in accordance with clause 15 – Management of Change, and consultative committees can be established under clause 14.2
35. Remote Localities	Not applicable	This clause has been omitted as Jacana Energy does not currently, or expects in the future, to require work in remote areas.
36. Laundry Facilities	Not applicable	This clause has been omitted as it relates to trade related positions and cleaning of personal protective equipment.

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ORIGINAL CLAUSE	New Clause	Comment
37. Union Related Matters	26. Union Related Matters	No significant change to the clause. This clause has been updated to align the terminology with the Office of the Commissioner for Public Employment's working with unions guidelines and other NTPS agreement Union Rights clauses.
PART D – RATES OF PAY AND RELATED MATTERS		
38. Rates of Pay	27. Rates of Pay <u>and Pay Progression</u>	Change to clause title and technical change to include pay progression or bonuses being subject to new Performance Development clause 30. Included sub-clause 27.3 "Automatic annual pay point progressions do not apply in Jacana Energy" previously covered under current clause 45.1.
39. Adjustment in Salaries and Allowances	28. Adjustment in Salaries and Allowances	Clause updated to reflect 2.05% salary increases per annum over the life of the new Agreement. References to trade related allowances have been removed.
40. Payment of Salaries and Allowances	29. Payment of Salaries and Allowances	No change
41. Salary Structure	Not applicable	This clause has been omitted as salary restructure has been completed.
42. Annualised Salaries	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
43. Technical Coordinator Salary Arrangements	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
44. Junior Rates	Not applicable	This clause has been omitted as junior rates of pay are not available in the schedule for rates of pay.

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ORIGINAL CLAUSE	New Clause	Comment
45. Pay Progression	30. Performance Development	This clause has been updated to replace MyPlan under current clause 46, and provide for the new Jacana Energy individual Performance and Personal Development Plan. Clause outlines the eligibility and annual payment of either \$500; \$1000; or \$1000 and a pay progression increment or top of level bonus. Increments are from 1 July each year. A corporate bonus of \$500 is also possible subject to certain conditions.
46. Performance Achievement	Not applicable	This clause has been omitted as MyPlan has been replaced with provision included in clause 30 Performance Development.
47. Salary Sacrifice for Employer Superannuation	31. Salary Sacrifice for Employer Superannuation	No substantive change. Improved readability and terminology has been updated to align with current Commonwealth Superannuation laws.
48. Salary Sacrifice Packaging	32. Salary Sacrifice Packaging	No substantive change. Removal of salary packaging for power and water bills because of the FBT implications (note: this has not been available for some years now due to changes to ATO legislation on FBT exemptions).
PART E – ALLOWANCES AND SPECIAL RATES		
49. Industry Specific Skills Allowance	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
50. Dual Trade Market Allowance	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
51. Availability Allowance	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
52. Consolidated Disability Allowance	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.

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ORIGINAL CLAUSE	New Clause	Comment
53. Extra Duty Allowance	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
54. Higher Duties Allowance	33. Higher Duties Allowance	No change
55. Professional Development Allowance	Not applicable	This clause has been omitted as it relates to designations (ie science and engineering) which are not covered by this Agreement.
56. Pre-eminent Professional Allowance	Not applicable	This clause has been omitted as it relates to designations (ie science and engineering) which are not covered by this Agreement.
57. HV Field Operator Allowance	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
58. Relocation Allowance	34. Relocation Allowance	No change. Terminology updated to align with PSEM Act.
59. Relocation Expenses – Appointment or Transfer	35. Relocation Expenses – Employment or Transfer	No change. Terminology updated to align with PSEM Act.
60. Team Leader Allowance	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
61. Travelling Allowance	36. Travelling Allowance	No substantive change.

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2010-2015 Power and Water Enterprise Agreement Working Together to meet the Challenge		Proposed Changes
ORIGINAL CLAUSE	New Clause	Comment
62. Hardship Accommodation Allowance	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
63. Tool Allowance	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
64. Allowance for Damage to Clothes and Tools	37. Allowance for Damage to Clothes	This clause has been amended to remove reference to tools and have adopted similar wording to the PSEMA By-law 22 - Loss or damage to clothing or personal effects
65. Motor Vehicle Allowance	38. Motor Vehicle Allowance	No change
66. First Aid Allowance	39. First Aid Allowance	No substantive change to this clause. Amended to ensure the qualification aligns with the national standard for Apply First Aid qualification or its equivalent to maintain currency for the term of the new Agreement.
PART F – HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME		
67. Hours of Work (Non-shift workers)	40. Hours of Work (Non-shift workers)	No substantive change, however a new clause inserted to clarify 'Additional Hours' and 'Overtime' provisions, and matters to be considered when considering whether additional hours of work or overtime are reasonable or unreasonable in line with the National Employment Standard. Removed reference to proposing changes to the span of hours (6am to 6pm) through the JCC.
68. Rostered Days Off	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
69. Flexible Working Hours (Flexitime)	41. Flexible Working Hours (Flexitime)	This clause has been amended to enable employees who will are entitled to 5.5 weeks recreation leave per year to accrue up to 2.5 days of flexitime during 1 July 2015 to 30 June 2016. Removed references to classifications not covered by the new agreement
70. Work at Public Forums	42. Work at Public Forums	No change.

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2010-2015 Power and Water Enterprise Agreement Working Together to meet the Challenge		Proposed Changes
ORIGINAL CLAUSE	New Clause	Comment
71. Overtime	43. Overtime	This clause has been amended to omit references to response to computer alarms and call outs as these relate to designations (ie trade) which are not covered by the new Agreement. To align rest break provisions with the NTPS Agreement conditions for administrative/office based workers, replaced 10 hour breaks (which included travel time) to 8 hour breaks plus reasonable additional travel time to and from the place of employment.
72. Call Out Arrangements	Not applicable	This clause has been omitted as it relates to designations (ie trade related) which are not covered by this Agreement.
73. Relief for Regional Centres	Not applicable	This clause has been omitted as Jacana Energy does not operate in a regional centre.
74. Meal Breaks and Overtime Meal Allowances	44. Meal Breaks and Overtime Meal Allowances	Included provision for meal allowance conditions in line with the PSEMA By-law 25 (Meal Allowance). Replaced overtime meal break allowance conditions that typically apply to trade based positions with those that apply to general administrative/office based roles, including those in the NTPS General Agreement.
75. Shift Work	45. Shift Work	No substantive change. Included a clause about reasonable additional hours to comply with National Employment Standards as provided under new clauses 40.6 and 40.7 (Hours of Work).
PART G – TYPE OF LEAVE AND PUBLIC HOLIDAYS		
76. Public Holidays	46. Public Holidays	Technical change to clause but no change to intent. Identified that the National Employment Standards apply to public holidays, and updated to reflect Public Holiday clauses in all new NTPS Enterprise Agreements. Amended clause provides Public Holiday entitlements will be provided in accordance with the <i>Public Holidays Act</i> (NT), and that payment for work on a Public Holiday is specified in clause 43 (Overtime) of the new Agreement. Removed specific days from the current clause as these are in the <i>Public Holidays Act</i> (NT).

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2010-2015 Power and Water Enterprise Agreement Working Together to meet the Challenge		Proposed Changes
ORIGINAL CLAUSE	New Clause	Comment
77. Compassionate Leave	47. Compassionate Leave	No substantive change. Definitions contained in current Agreement's definitions clause 3 have been included and aligned with the National Employment Standards. Addition of new sub-clause 47.5 regarding notice requirements consistent with other leave provisions and FW Act.
78. Long Service Leave	48. Long Service Leave	No substantive change to the clause. Have removed references to allowance which are not payable under this Agreement (ie trade related), and the PWC's apprentice employer.
79. Parental Leave	49. Parental Leave	<p>Clause has been updated to align with NTPS Agreement / common NTPS parental leave clauses.</p> <p>Clause 49 of the new agreement incorporates amendments to FW Act and National Employment Standards (NES) which enhance existing NTPS parental leave entitlements. Changes which reflect the FW Act amendments relate to enhancing entitlements for casuals with regards to transfer to a safe job, partner/concurrent leave, adoption leave, 'Keeping in Touch Days', and reasonable business grounds parameters if the employer refuses requests for extension of parental leave or returning to work on a part-time basis. An employee is also able to return to work within 6 weeks after giving birth provided they have a medical certificate stating they are fit for work.</p> <p>In line with the NTPS Agreement and one of the few efficiencies being sought, is the removal of the provision that provides an employee on the first 52 weeks of unpaid parental leave access to personal leave (as per sub-clause 79.9(b) of current PWC Agreement. Refer sub-clause 49.10 of the new Agreement for proposed entitlement). This ensures consistency with the principle that there is no access to personal leave during any periods of unpaid leave that do not count as service. Employees will have access to their accrued recreation leave and long service leave entitlements anytime during unpaid parental leave, an improvement on the current provision (see sub-clause 79.9(a) of the current Agreement) which restricts access to such leave to the first 24 months from time of birth or date of placement of the child (adoption).</p> <p>Compared to the current Agreement provisions, the NTPS Agreement parental leave provisions</p>

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ORIGINAL CLAUSE	New Clause	Comment
		<p>included in the new Agreement have been written to improve readability and simplify many of the provisions for better understanding of the entitlements and conditions.</p> <p>Some terminology changed to reflect terms used in the FW Act (e.g. “evidence” replaced “documents” under notice and documentation requirements).</p>
80. Recreation Leave	50. Recreation Leave	Clause updated to provide for an increase of recreation leave from 5 weeks to 5.5 weeks in the first year and 6 weeks in the second year of the new Agreement, and the “Options for employees to accrue an additional 2.5 days recreation leave” will only apply to employee who are accrue 5.5 weeks per annum . Clarified payment of public holidays that fall during a period of recreation leave to reflect National Employment Standards. A note added after clause 50.10 to clarify that where recreation leave has been granted at half pay then personal leave granted in lieu will also be at half pay.
81. Christmas Close Down	51. Christmas Close Down	No substantive change, however have allowed for a lesser period than 3 months’ notice for Christmas Shutdown if the parties agree. Also that nominated period now covers Christmas and New Year’s Day rather than only between those dates.
82. Recreation Leave Loading	52. Recreation Leave Loading	No substantive change. Updated sub-clause 52.1(a)(ii) to reflect a change to ABS reporting periods which is now the ‘June’ quarter. Removed sub-clause 82.3(iii) as employees are not able to accrue more than two recreation leave loadings.
83. Recreation Leave Airfares	53. Recreation Leave Airfares	No change.

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2010-2015 Power and Water Enterprise Agreement Working Together to meet the Challenge		Proposed Changes
ORIGINAL CLAUSE	New Clause	Comment
84. Personal Leave	54. Personal Leave	Updated terminology to reflect wording used in FW Act and National Employment Standards. Improved readability of personal leave entitlements on commencement as an ongoing or fixed period employee. Included documentary requirements in relation to carer's leave to reflect the specific nature of carer's leave. This change is intended to clarify the evidence that is provided to the CEO to allow the CEO to determine if the leave is for the purposes of sick leave or carer's leave. Included clarification that where recreation leave or long service leave at half pay is being re-credited to allow a period of personal leave to be taken, the period of personal leave granted will also be at half pay. Removal of sub-clauses 84.9 (d) and (e) in relation to seeking the opinion of the NT Medical Advisor as both these provisions are mirrored in Employment Instruction No. 5 Medical Examinations and not required in the Agreement.
85. Leave to Attend Industrial Relations Business	55. Leave to Attend Industrial Relations Business	No substantive change. Clarified that leave will count as service for all purposes.
86. Release to Attend as a Witness	56. Release to Attend as a Witness	No change.
87. Release for Jury Service	57. Release for Jury Service	No substantive change. Have included National Employment Standards where employee on paid recreation leave is required to perform jury service, they may have the time served recredited to their recreation leave balance.
88. Study Assistance and Leave	58. Study Assistance and Leave	No substantive change. Have improved readability for approval and reimbursement of HELP debt.
SCHEDULES		
Attachment 1. Salary Structures	Attachment 1. Salary Structures	Amended table with new rates and designations applicable to Jacana Energy.
Attachment 2. Allowances	Attachment 2. Allowances	Amended table with new rates and allowances that are applicable to Jacana Energy.

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2010-2015 Power and Water Enterprise Agreement Working Together to meet the Challenge		Proposed Changes
ORIGINAL CLAUSE	New Clause	Comment
Attachment 3. Classification Stream Descriptors and Stream Specific Progression Principles	Attachment 3. Classification Stream Descriptors and Stream Specific Progression Principles	Amended with descriptions that are applicable to Jacana Energy.
Attachment 4. Redeployment and Redundancy	Attachment 4. Northern Territory Public Sector Redeployment and Redundancy Entitlements	Attachment has been updated so that procedural matters are covered under Employment Instruction No. 14: Redeployment and Redundancy Procedures and entitlements are in Attachment 4 of the new Agreement. Summary of key changes are noted below*
Attachment 5. Safety Bonus Table	Not applicable	The Safety Bonus Table has been omitted as it does not relate to Jacana Energy. An amended bonus scheme has been established under clause 30 Performance Development.
Attachment 6. Work Life Balance Initiatives	Attachment 5. Work Life Balance Initiatives	Omitted the extended leave scheme which has been replaced with the option to request extended leave without pay under clause 18 Work Life Balance Package. Procedural matters relating to purchase of additional leave are now contained in guidelines.

*Attachment 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements – Summary of Key Changes

Key changes

1. Voluntary retrenchment entitlements and notice of redundancy periods remain unchanged. Some minor amendments were made to ensure compliance with minimum NES requirements. Provision included clarifying that the notice periods under sub-clause 5.2 are offset by the redundancy payment provisions of the NES.

The NTPS redundancy entitlement remains generous compared to the NES.

2. The income maintenance provisions following termination due to redundancy have been removed. The existing provisions allow an employee to elect to be terminated (subject to Commissioner approval) during the notice period, rather than serving the whole period. However, the provisions contain an anomaly in that they require an employee to be paid the unexpired portion of the notice period in lieu on termination, and also provide for income maintenance post termination until the notice period has expired. From a practical perspective, the removal of the income maintenance following termination provision has no effect as it is not considered appropriate that rights and obligations arising from an employment relationship continue beyond the termination of that relationship and the Commissioner would not allow such a situation to occur in any case.
3. The income maintenance provisions that apply on the transfer of an employee to a lower level designation and salary, including provisions relating to the impact of personal leave in extending the income maintenance period, were retained and clarified.
4. Definitions have been updated to more closely align with the revised PSEM Act provisions. Consistent with the PSEM Act the Schedule also clarifies that employees cannot be transferred to a lower level designation and salary without their consent.
5. New, practical union consultation provisions have been included and replace the convoluted, historical provisions.
6. Former Part A provisions of a procedural nature have been moved from the Schedule and are covered under Employment Instruction 14 (subordinate legislation under the PSEM Act) setting out procedures for Redeployment and Redundancy situations.
7. In addition, the proposed procedures include the following new concepts:
 - Where a redeployee is placed in a longer term fixed period vacancy (i.e. 18 months or over) the employee may elect, subject to CEO's approval, to have his or her redeployee status removed.
 - As part of suitability assessment, an agency may offer to place an employee redeployee in a position for a trial period of up to six months, with the employee or the agency having the ability to terminate the arrangement by mutual agreement. If the employee is serving out a period notice of redundancy at the time that the trial takes place, the notice period will be extended by the period of the trial to ensure that the employee does not lose the opportunity to actively seek other suitable employment options if they are not ultimately suitable for the trial position. Trials are available in some other jurisdictions and are considered a useful training mechanism, likely to facilitate positive suitability outcomes.

It should be noted there have been:

- no changes to the requirement to offer an employee voluntary retrenchment before a notification of redundancy;

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- no reductions in voluntary retrenchment entitlements;
- no change to the focus on finding suitable employment for redeployees; and
- minor amendments to bring clauses in line with the FW Act.

Information on the proposed Agreement

If you would like further information on the agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone 08 8999 4295 or Jacana Energy on **8985 8458**.