

## PRISON OFFICER ENTERPRISE AGREEMENT INFORMATION SHEET 2 (amended 26 September 2014)

### REVISED OFFER 8 AUGUST 2014

This information sheet outlines the terms of a 'without prejudice' revised offer, which was made on 8 August 2014, for a new enterprise agreement to replace the *Prison Officer (NTPS) 2011 - 2014 Enterprise Agreement* (the current Agreement), which is due to expire on 9 August 2014.

This revised offer is made taking into account the bargaining parameters within the wages policy which the Commissioner for Public Employment (the Commissioner) must adhere to, the Government's current fiscal position and the prevailing economic conditions; all of which have been communicated clearly during the course of negotiations and remain key factors impacting this and other enterprise agreement negotiations.

The terms of this revised 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 remaining few proposed efficiencies and if these cannot be achieved, The Commissioner reserves the right to vary the salary component accordingly. The terms of the revised offer are set out in full below:

#### 1. Enterprise Agreement

The new agreement to be in the form of an enterprise agreement made under the *Fair Work Act 2009*.

#### 2. Duration

The new agreement to have a four year term expiring 12 months after the final salary increase paid under the agreement.

#### 3. Salary Quantum

Subject to the achievement of the efficiency measures in this offer and the approval of the agreement by the Fair Work Commission:

- An initial salary increase of 3 per cent to be paid effective from the beginning of the first pay period commencing on or after the parties reach final agreement on all matters, or the first pay period commencing on or after 9 August 2014, whichever is the later;
- A second salary increase of 3 per cent to be paid from the beginning of the first pay period commencing on or after a period of 12 months after the initial salary increase;

- A third salary increase of 3 per cent to be paid from the beginning of the first pay period commencing on or after a period of 24 months after the initial salary increase; and
- A fourth salary increase of 3 per cent to be paid from the beginning of the first pay period commencing on or after a period of 36 months after the initial salary increase.

Salary increases under the new agreement will not apply to employees who cease employment with the NTPS prior to approval of the agreement by Fair Work Commission.

#### 4. Super Guarantee

On 1 July 2013 Commonwealth legislation commenced which will progressively increase the Superannuation Guarantee (SG) charge from the current level of 9.50 per cent to 12 per cent by 1 July 2019. SG is the compulsory system of superannuation support for eligible employees, paid for by employers. The increases apply to eligible NTPS employees not already receiving the minimum SG amount through membership of a defined benefit scheme.

Some employers, including public sector employers, have opted to off-set the cost of future superannuation contribution increases against wage increases. The Northern Territory Government has decided not to offset the salary offers against increases in the SG during the term of the agreement. This means that the superannuation increases will be paid in addition to the annual 3 per cent wage increases, rather than being included as part of the annual wage increases on offer.

The schedule of increases to SG over the proposed period of the new agreement is as follows, and means that an extra 1.50 per cent (under existing legislation) will go to eligible employees not already receiving the minimum SG amount through membership of a defined benefit scheme over the agreement period.

Period	Super guarantee rate (charge percentage)
1 July 2014 – 30 June 2015	9.50%
1 July 2015 – 30 June 2016	10.00%
1 July 2016 – 30 June 2017	10.50%
1 July 2017 – 30 June 2018	11.00%

## 5. Review of recreation leave roster arrangements

Acceptance of the Union's claim to increase flexibility in the operation of the current partial block leave roster. This will be achieved by:

- removing the current requirements that recreation leave be taken in strict seven day blocks, commencing on a Thursday; and
- replacing it with a simple requirement for a minimum of 7 days to be taken during each leave period, commencing on any day.

## 6. Additional Work Life Balance Initiatives

Acceptance of the Union's claim to improve work life balance provisions by amending the existing clause to mirror the NTPS 2013 – 2017 Enterprise Agreement ('General Agreement'), resulting in access to the following additional initiatives for Prison Officers:

- Utilisation of recreation leave at half pay;
- Purchase of additional leave; and
- Advance notice of leave without pay - to replace the extended leave scheme, which has proven complex and difficult to administer, with high error risks and minimal uptake (note: it is proposed to grandparent (keep in place) any existing employee who has arrangements under the extended leave scheme until they are finalised).

## 7. Job Security provision

Acceptance of the Union's claim not to amend existing clause 58.1 to reflect the employer's longstanding interpretation that the commitment to no involuntary redundancies or job losses arising directly from the implementation of the agreement:

- relates solely to the effects of the costs of the salary and allowance increases in the Agreement and at the time they are paid; and
- does not include changes that can arise from machinery of government changes (e.g. agency restructuring), budget savings measures and the like that arise out of policy decisions of the Northern Territory Government from time to time.

This does not change the long held view of this office about the meaning and application of the clause.

## 8. Union delegate clause

Acceptance of the Union's claim for the insertion of a Union delegate clause that mirrors the General Agreement clause.

## 9. Remote and Regional Incentives

To assist in recruitment and retention of employees in remote and regional areas it is proposed to continue the following initiatives through the extension of existing determinations:

a) Satellite internet and/or TV subsidy for remote employees

The provision allowing employees in a remote location to receive a reimbursement of up to \$500 for the installation and initial subscription to a satellite internet and/or television service will continue.

b) Relocation allowance

The provision allowing the CEO to grant a relocation allowance for up to a maximum of ten fortnights for employees transferring to, or new employees recruited to, Katherine and Alice Springs will continue.

c) Rental Concession – Tennant Creek

The current 100 per cent rental concession will continue for all eligible employees, living in Agency supplied accommodation in Tennant Creek will continue.

## 10. Efficiencies

a) Review of Schedule 2 Redeployment and Redundancy Provisions

Through recent application of the redeployment and redundancy provisions it has become apparent that they are prescriptive, historical (with the wording outdated) and difficult to follow. The provisions require review to ensure they are up-to-date, readable and easily understood.

Removal of procedural elements (instead replacing them in an Employment Instruction), and review of provisions take into account the *Fair Work Act 2009* (Cth) minimum redundancy entitlements, including in regard to transfer of business matters.

Review of the income maintenance and access to accumulated sick leave provisions.

b) Accessing personal leave while on unpaid parental leave

Removal of clause 22.10(b) which provides an employee on the first 52 weeks of unpaid parental leave, access to personal leave. This will ensure consistency with the principle that there is no access to personal leave during any periods of unpaid leave that do not count as service.

## 11. New Agreement

In addition to the specific matters relating to the content of the agreement referred to above, the agreement is to be updated to:

- a) improve clarity and remove ambiguity where necessary;
- b) update to ensure compliance with *Fair Work Act* provisions where necessary;
- c) remove provisions that are better dealt with through policy or procedure;
- d) remove provisions that simply duplicate PSEMA provisions and are therefore unnecessary;

- e) remove provisions referencing other legislation which are better dealt with specifically under that legislation and inclusion in the agreement is therefore unnecessary;
- f) remove clauses relating to commitments now fulfilled, thereby rendering the clause obsolete; and
- g) ensure consistency of common core entitlements across the NTPS (eg: management of change, security of employment, parental leave, personal leave, compassionate leave, redeployment and redundancy).

## 12. Operational matters

Bargaining is an appropriate forum to consider changes to current terms and conditions however operational matters and those related to the implementation of terms and conditions are better addressed directly with DCS. A number of operational matters have been referred to the DCS which they are currently willing to address through letters of understanding, as detailed below:

*a) Alice Springs Initiatives*

DCS will commit through a letter of understanding to the Alice Springs bus service and gym membership arrangements.

*b) No privatisation of Correctional Centres*

DCS will commit through a letter of understanding to not privatise correctional centres during the life of the agreement.

*c) Greater flexibility in Certificate IV in Correctional Practice*

DCS will commit through a letter of understanding to a number of principles designed to promote greater flexibility and support for employees seeking to complete the Certificate IV including, but not limited to: timeframes for completing the Certificate; greater flexibility to commence the Certificate IV for high performing employees or existing Prison Officer First Class employees at any time.

*d) Joint development of OIC Night Shift Parameters*

DCS developed [parameters](#) jointly with United Voice specifying the minimum requirements for an officer to perform OIC night shift in acknowledgement of members' concerns.

Furthermore, after consultation and union agreement, I have implemented Determination 1052 of 2014 to apply to Prison Officers and Senior Prison Officers overseeing reparation duties in work camps (including Barkly). The new arrangements under this Determination will be effective from 1 January 2015 with existing arrangements continuing to apply until 31 December 2014.

This has also included a continuation of the existing restrictive duty Determination maintaining the minimum rest period formerly provided by clause 21 of the Prison Officer Arbitral Tribunal Determination Number 11 for prison officers performing "duty employee" restrictive duty at Barkly Work Camp.