



### TERRITORY GENERATION - BULLETIN 4/2015

#### Improved Offer for a new Territory Generation Enterprise Agreement

Today I put an improved “without prejudice” offer to the Australian Manufacturing Workers Union (AMWU); Professionals Australia (PA); Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (ETU Branch); and the Community and Public Sector Union (CPSU), for a new 2015 - 2018 Territory Generation Enterprise Agreement.

The improved offer includes significant improvements and concessions to my initial offer of 17 March 2015, which have been formulated in response to the issues and progress made in bargaining, and is made in a genuine attempt to settle the negotiations.

#### Key Improvements in the Offer

In addition to maintaining key employment conditions of service such as leave and allowances, the following improvements have been made after consideration of issues raised by the bargaining representatives during negotiations:

- 3% p.a. for 3 year term (not 4 years);
- No changes to the ‘Use of Contractors’ clause (except for changes requested by the unions on quarterly consultation);
- No change to ‘Introduction and Management of Change’ clause (except for Fair Work Act requirements);
- ‘Myplan’ process to incorporate union feedback;
- Retention of a targeted apprentice intake;
- Domestic violence leave provisions; and
- Team Leader allowance to be paid while on recreation leave.

#### Three year term of agreement

My improved offer provides for a three year period for the term of the agreement. Although a four year agreement was a key efficiency and would provide longer term certainty for the terms and conditions of employees, I am prepared to make this significant concession in order to reach agreement.

#### Introduction and Management of Change

In light of concerns raised by the unions in relation to operational issues with the application of management of change provisions in Territory Generation, I am prepared to retain the existing change management clause, subject to the inclusion of the minimum Fair Work Act requirements to provide for consultation on changes to regular rosters or ordinary hours of work.

I am willing to make this further significant concession, to provide reassurance to employees and the unions during this period where Territory Generation are still undergoing change as a result of the Power and Water Corporation splitting into three new entities.

#### Use of Contractors clause to incorporate quarterly consultation provision

Territory Generation were seeking minor amendments to the use of contractors clause to recognise that contractors may be used where there are time imperatives or it is a commercially responsible use of public funds.

After significant discussions with the unions on these matters, and in recognition of their concerns, I am prepared to retain the current clause as it is, and include a provision for quarterly consultation on the use of contractors in conjunction with a rolling 12 month forward works plan.

#### Apprentice targets

Territory Generation are committed to continuing to have apprentices as a career entry pathway for trade people. While I had intended to remove the provision for a targeted intake of apprentices each year, I have listened to the unions' feedback and am prepared to retain a targeted intake of three apprentices per annum, along with all other current apprentice conditions.

#### Domestic, Family and Sexual Violence leave provisions

Leave provisions for domestic, family and sexual violence already exist for employees in the Northern Territory, however I am prepared to include references to these provisions into the proposed agreement to improve awareness.

#### Team Leader Allowance paid during periods of recreation leave

In response to the concerns raised that the team leader allowance is not paid during periods of recreation leave, and that employees performing the team leader function are at times being contacted to address operational issues while on recreation leave, I am willing to provide that the team leader allowance be paid during these periods.

### **Details of the whole Offer**

The terms of this offer comprise a total package of improvements and changes to terms and conditions of employment, and have been developed in accordance with the [NTPS Wages Policy 2013-2016](#), and in consideration of matters raised during bargaining.

Detailed information about the improved offer can be found at [Information Sheet No 2/2015](#). I believe that after considering all factors, including the fiscal environment, and the negotiations, that this is a reasonable compromise and remains a fair offer.

## **Next Step**

Your bargaining representative will consider the improved before formally responding. Drafting of a new agreement will continue over the coming weeks.

## **Feedback**

Should you wish to express a view on the offer 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.

A handwritten signature in blue ink, appearing to read 'C. Allen', followed by a horizontal line.

CRAIG ALLEN

18 June 2015