

**PROPOSED**  
**NORTHERN TERRITORY PUBLIC SECTOR**  
**TEACHER AND EDUCATOR**  
**2014 - 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 [NTPS Teacher and Educator 2010 – 2013 Enterprise Agreement](#);
- ii. Reference to the 'new Agreement' means the [proposed NTPS Teacher and Educator 2014 – 2017 Enterprise Agreement](#);
- iii. Technical changes were required throughout the new Agreement and include:
  - changes in terminology in line with amendments introduced 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')
  - changes in terminology in line with the Fair Work Act 2009 (FW Act) (eg 'defacto spouse' to 'defacto partner')
  - Department name changes (ie 'Department of Education and Training' to 'Department of Education'; 'Department of Justice' to 'Department of Correctional Services')
  - replacement of the modal auxiliary verb "shall" with "will", which is consistent with current usage
  - replaced Teachers and Educators with the terminology Employees
- iv. Unless otherwise stated, reference to clause and sub-clause numbers in the explanatory notes are referring to the current Agreement clauses.

Through clauses in the proposed agreement the following documents are referenced:

- [The Public Sector Employment and Management Act](#) (PSEMA)
- PSEMA [Regulations](#)
- PSEMA [By-Laws](#)
- [Employment Instructions](#)
- [Determination 1014 of 1997](#)
- [Determination 1015 of 1997](#)
- [Determination of 1016 of 1997](#)
- [Fair Work Act 2009](#)
- [Notifiable Diseases Act](#)
- [Carer Recognition Act 2010](#)
- [Superannuation Industry \(Supervision\) Act](#)
- [NT Public Holidays Act 1996](#)
- [Departmental Probation Policy](#)

## **Part 1—Application and Operation of the Agreement**

### **1. Title**

Change title: Northern Territory Public Sector Teacher and Educator 2014 – 2017 Enterprise Agreement.

### **2. Arrangement**

Clause and page numbering updated.

### **3. Coverage**

No change.

### **4. Definitions**

Under 4.1 updated

- Agreement to 'Northern Territory Public Sector 2014 – 2017 Enterprise Agreement';
- changed reference to 'Department of Education and Training' to 'Department of Education' and 'Department of Justice' to 'Department of Correctional Services' in Chief Executive Officer;
- updated Fair Work Australia with Fair Work Commission (FWC);
- added the phrase 'as amended from time to time' after FW Act to clarify that the agreement applies taking into account any amendments to this legislation during the life of the new Agreement.
- added the phrase 'as varied from time to time and includes the Regulations, By-laws, Employment Instructions and Determinations, as varied from time to time, made under that Act' after PSEM Act to clarify that references made to clarify that the agreement applies taking into account any amendments to this legislation during the life of the new Agreement.
- Added a definition for 'remote localities' meaning a location and category determined the Commissioner

### **5. Period of Operation**

This clause has been updated to reflect the nominal expiry date of the new Agreement: 31 August 2017. The reference to the Fair Work Australia has been changed to the FWC.

### **6. Operation of Schedules**

Minor technical change: changed 'Department of Justice' to 'Department of Correctional Services' (sub-clause 6.4); sub-clause 6.3 amended to include Part 5 of the Agreement 'Parts 1 to 5 and Schedule 2 to Schedule 7 of this Agreement..'

### **7. Variation of Public Sector Employment and Management Act**

Minor changes: Renamed clause to "Variation to Public Sector Employment and Management Act" and reference to "PSEM Act" used in the clause where appropriate, as PSEM Act defined in the

definitions (clause 4) to include Regulations, By-laws, Determinations and Employment Instructions. The clause provides that the PSEM Act is not incorporated into the new Agreement.

## **8. Anti-Discrimination**

This clause has been omitted. The anti-discrimination legislation exists externally to the agreement and applies regardless of referencing it in an enterprise agreement therefore it is not necessary to include in an enterprise agreement.

## **9. Variation**

This clause has been omitted. Any variation to enterprise agreements is in accordance with, and is provided by, the *Fair Work Act* (FW Act) and therefore, not necessary to include in enterprise agreements.

## **10. No Extra Claims**

No change.

## **11. Objectives of the Agreement**

Minor Technical change: amended the agreement name in 11.2(a) to 'Northern Territory Public Sector 2010 – 2013 Teachers and Educators Enterprise Agreement'. Updated Code of Conduct to Employment Instruction 12 and added 'Appropriate Workplace Behaviour' Employment Instruction 13.

Omitted 11.4 as it referenced omitted clauses - clause 3 (redeployment) and clause 4 (retraining) of Schedule 2 were omitted.

## **12. Commitment of the Parties**

Minor technical changes: changed 'Department of Education and Training' to 'Department of Education'.

## **13. Monitoring and Implementation of the Agreement**

No change.

## **13A. Negotiations for a Replacement Agreement**

No change.

## **14. Productivity and Efficiency**

Minor Technical change: amended the agreement name in 14.2 to 'Northern Territory Public Sector 2010 – 2013 Teacher and Educator Enterprise Agreement'.

## **15. Dispute Settlement Procedures**

A new sub-clause 15.1 has been added. The original sub-clause 15.1 has been re-numbered to 15.2. This gives effect to an undertaking made to Fair Work Australia when the current agreement was approved. The changes also take into account changes in FW Act during 2013 regarding the ability of

an employer to refuse requests for flexible working arrangements on reasonable business grounds. It precludes disputes about these matters being brought under the dispute settlement procedures. However paragraph 15.1(c) provides that disputes about these matters may be dealt with as a grievance pursuant to section 59 of the PSEM Act. Apart from these changes the remaining steps in the dispute settlement procedures are unchanged.

## **Part 2—Procedural Matters**

### **16. Public Sector Consultative Council**

Renamed as a 'Consultative Committees' clause and added provision (see new sub-clause 16.2) regarding the establishment of consultative committee at the agency level. The reference to Public Sector Consultative Council (PSCC) has been retained in sub-clause 16.1. However, as the function, operation and procedural requirements of the PSCC are addressed in PSEM Regulations, the function and procedural clauses in the current Agreement have been omitted.

### **17. Management of Change**

Key change is the addition of a new provision to encourage the establishment of consultative committees at the agency level. In addition sub-clauses 17.1 through to 17.16 reflect the model consultation term in the Fair Work Regulations, including the provision to consult over changes to rosters and ordinary hours of duty. From 1 January 2014, provision for consultation over changes to rosters and ordinary hours is mandatory in enterprise agreements.

### **18. Filling Vacancies Resulting from Substantial Change**

This clause has been omitted as these are matters of policy and procedure. These provisions have been clarified and are to be included in the proposed, amended [Employment Instruction No. 1 'Filling Vacancies'](#) which is sub-ordinate legislation under the PSEM Act. Any changes to this employment instruction will involve consultation with the unions.

### **19. Security of Employment**

Deleted sub clauses 19.3, 19.4 and 19.5 because they are operational in nature and addressed under the PSEM Act.

### **20. Variation to Working Arrangements for Groups of Employees**

Added the wording "including restricted duties and flextime" to further clarify what is meant by hours of work.

### **20A Individual Flexible Working Arrangements**

This clause has been updated to clarify that arrangements may include arrangements about working outside the span of hours. The current agreement includes arrangements about when work is performed *within the span of hours*, however, this can occur under the Agreement without the requirement of an individual flexible working arrangement; meaning there is no scope for further flexibility about when work can be performed which was not the intention of the provision.

There are a number of safety provisions underpinning the application of such an arrangement including that the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement and, such arrangements may benefit the employee however the benefit enjoyed might not be monetary.

Sub-clauses 20A.2 and 20A.3 have been re-written to improve readability. Paragraph 20A.5(a) notice period in relation to either party terminating an individual flexible working arrangement has been changed to reflect FW Act wording. Sub-clause 20A.6 has been removed as this is a procedural clause and contained in the Individual Flexible Work Agreement.

## **20B Modern Enterprise Award**

Omitted. This clause was included in the 2010 Teacher and Educator EA 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 will be submitted by 31 December 2013 this clause is no longer necessary.

## **20C Union Rights**

Minor drafting and formatting change – renamed clause ‘Union Rights’ and subsumed 20D and 20E into the same clause.

Minor technical change: in 20C.2 updated ‘accredited Union delegate’ to ensure consistent use of the term throughout 20C and 20D. Updated 20C.3 to mirror the provision in other enterprise agreements to allow accredited union delegate reasonable time to consult with employees subject to prior approval of the CEO.

## **20D Union Training Leave**

Included wording in clause 20C. Minor technical change: in 20D.a updated ‘accredited Union delegate’ to ensure consistent use of the term throughout 20C and 20D.

## **20E Union Communication with Members**

Included wording in 20C. Minor change: added “...that are relevant to employment matters on general staff notice boards” to the end of the clause to complete sentence and for consistency across other enterprise agreements.

# **Part 3—General Employment Conditions**

## **21. Classifications, Salaries and Allowances**

Removed clauses that referred to the restructure of classroom teachers salary scales (21.2) and senior teacher salary scales (21.3). Inserted (new clause 21.2) reflecting new salary increase, dates of salary increase for all classifications under the Agreement. Removal of salary increase details and dates of increase for each classification as listed in sub-clauses 21.2 – 21.7 as now reflected in new sub-clause 21.2. Removed reference to Non-Contract Principal work value as was implemented.

Key improvement for the new agreement: included reference to a new fifth increment point for Assistant Teachers under new sub-clause 21.4.

## **22. Increments**

New sub-clause under 22.2 to explain the progression criteria to move from Assistant Teacher level 4 to the new Assistant Teacher level 5. Sub-clauses of 22.3 (b) – (d) have been removed because the assessment model has been developed and implemented in accordance with the provision. Removal of 22.4 as translation requirements for new classroom teacher restructures completed.

## **23. Highly Accomplished and Leading Teacher Scheme**

Clause 23 title changed to ‘Highly Accomplished and Lead Teacher’ and clause changed to reflect the transition of teachers certified as a Highly Accomplished or Lead Teacher to the National Highly Accomplished and Lead Teacher Scheme by 31 December 2014. The new clauses clarify the payment of the allowance in situations of transfer or in positions in eligible schools.

## **24. First Aid Allowance**

Sub-clause 24.4 has been deleted. This has the effect of removing the limitation to teachers and assistant teachers not receiving the allowance during school semesters or periods of school business. This is a beneficial change.

## **25. Remote Incentive Allowance**

No change.

## **26. Remote Retention Payment**

No change.

## **27. Remote Localities—Additional Provisions**

Minor technical change: Palmerston added to sub-clause 27.2(c)

## **28. Salary Sacrifice**

No change to effect of the provision. Updated to reflect current legislation including the tax imposed for contribution cap, terminology changes including ‘temporary’ to ‘fixed period’

## **29. Temporary Employment—Classroom Teacher**

Clause title changed to ‘Fixed Period Employment – Classroom Teacher’. There is a technical change throughout the clause to reflect terminology under PSEMA to ‘fixed period’. Sub-clause 29.7 removed as the Department of Education has a Permanency Policy.

## **30. Probation**

This clause includes a technical change ‘Department of Education and Training’ to ‘Department of Education’.

## **31. Parental Leave**

Amendments to FW Act and National Employment Standards (NES) have been incorporated into the new Agreement which enhance existing NTPS parental leave entitlements. Changes to reflect the

FW Act amendments specifically around entitlements relating to casuals and 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. Some terminology has been changed to reflect terms used in the FW Act (e.g. "evidence" replaced "documents" under notice and documentation requirements).

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-clauses 31.10(b) & (c)). This would 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. Employees will continue to have access to their accrued recreation leave and long service leave entitlements during unpaid parental leave. This existing entitlement has been improved as the new Agreement will remove the current limitation which restricts access to accrued entitlements only during the period 24 months from time of birth or date of placement of the child.

Other changes include improving the readability and simplifying of the provisions for better understanding of the provisions.

#### Table of Changes

<b>Current Provision:</b>  <b>NTPS Teachers and Educator 2010 - 2013 EA</b>	<b>Proposed Term/Condition - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS Teacher and Educator 2014 - 2017 EA</b>
Cl 31.1	<i>Relationship with By-laws, NES and other instruments</i> - Technical changes to reflect current terminology used in relation to parental leave. Reference to By-law 53 removed as By-law 53 ceased upon introduction of the revised PSEM Act By-laws on 1 January 2012.	Cl 31.1
Cl 31.2	<i>Definitions –</i> <ul style="list-style-type: none"> <li>• Amended to clarify that 'continuous service' for parental leave is service with NTG.</li> <li>• "primary carer" changed to "primary care-giver" for consistency throughout parental leave clause.</li> <li>• Terms amended/included for consistency with FW Act - "day of placement"(adoption leave); "de facto spouse" changed to "de facto partner"</li> </ul>	Cl 31.2
Cl 31.3(a)	<i>Summary table of parental leave provisions</i> – updated to reflect changes to the relevant clauses and more detail provided in the table for easier reference.	Cl 31.3(a)



<b>Current Provision:</b>  <b>NTPS Teachers and Educator 2010 - 2013 EA</b>	<b>Proposed <i>Term/Condition</i> - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS Teacher and Educator 2014 – 2017 EA</b>
Cl 31.3(b)	<i>General conditions relating to parental leave</i> – technical change that removed phrase in brackets (e.g. “except whilst on concurrent leave”). This phrase is unnecessary as paragraph (b) opens with “ <i>Except where otherwise stated in this clause...</i> ”. Also a provision dealing with such an exception has been added to the revised concurrent leave provisions under Paternity/Partner Leave and Adoption Leave.	Cl 31.3(b)
Cl 31.3(d) & (e)	<i>Eligible casual employees</i> – <ul style="list-style-type: none"> <li>• Inserted the specific clause references that apply to casual employees for easier reference.</li> <li>• Clarified ‘transfer to safe job’ and paid ‘no safe job leave’ entitlements applicable to eligible casual employees.</li> </ul>	Cl 31.3(d) & (e)
Cl 31.4	<i>Ordinary Maternity Leave</i> – <ul style="list-style-type: none"> <li>• Clarified ordinary maternity leave applies to a ‘pregnant employee’.</li> <li>• Clarified that an employee who attains 5 years’ continuous service within 18 weeks of the date on which the employee commenced maternity leave, is eligible for 14 weeks paid leave <i>plus (up to) a further 4 weeks commencing after the end of the qualifying period.</i> (Note: the same provision has been clarified under Adoption Leave)</li> </ul>	Cl 31.4 & 31.4(c)  (Adoption Leave: Cl 31.7(b)(v))
Cl 31.4(i) & (j)	<i>Transfer to safe job and no safe job leave provisions</i> – <ul style="list-style-type: none"> <li>• Inserted sub-headings to enhance readability as ‘paid/unpaid no safe job leave’ provisions are limited to particular circumstances and have not been included in the summary table at the beginning of the clause.</li> <li>• Reworded to reflect terminology used in FW Act and included a provision for the rate of payment applicable to ‘paid no safe job leave’ as per s 81A(2) of FW Act.</li> </ul>	Cl 31.4(i) & (j)
No reference	<i>No safe job leave – casual employees</i> – new provision incorporates FW Act amendment under s 81, applicable from 1 July 2013, which provides casual employees, in	Cl 31.4(m)

<b>Current Provision:</b>  <b>NTPS Teachers and Educator 2010 - 2013 EA</b>	<b>Proposed <i>Term/Condition</i> - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS Teacher and Educator 2014 – 2017 EA</b>
	certain circumstances, the right to be transferred to a safe job or ‘unpaid no safe job leave’.	
Cl 31.5(d)(iii)	<i>Special maternity leave</i> – there will be no deduction from an employee’s maximum period of ordinary maternity leave – Previously any special maternity leave taken was deducted from ordinary maternity leave entitlements. Change complies with FW Act amendments.	Cl 31.5(d)(iii)
Cl 31.5(a)(ii) & 31.5(h)(ii)A.	<i>Special maternity leave</i> - provisions reworded – no substantive change. Wording changed to be consistent with FW Act terminology and consistent with clause 31.5(e).  <i>“the Employee’s pregnancy has ended after the first 12 weeks of the pregnancy, other than by the birth of a living child”</i> changed to <i>“the Employee’s pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child”</i> .	Cl 31.5(a)(ii) & 31.5(h)(ii)A.
Cl 31.6	<i>Paternity/Partner Leave</i> – <ul style="list-style-type: none"> <li>• Reorganised provisions for a more logical flow and inserted sub-headings.</li> <li>• Leave taken at the same time as the Employee’s partner (also called ‘concurrent leave’) increased in line with FW Act amendments – 3 weeks increased to 8 weeks and greater flexibility when leave can be taken (e.g. may be taken in 2 week blocks). No change to paid leave entitlements under this provision.</li> <li>• Incorporated FW Act requirements for notice and evidence and when leave can start/finish in relation to the taking of concurrent leave.</li> </ul>	Cl 31.6
Cl 31.7	<i>Adoption Leave</i> – <ul style="list-style-type: none"> <li>• Technical and format changes (e.g. more logical flow, use of sub-headings, pre-adoption leave provisions for casual employees moved to beginning of the section and incorporated into provisions for all employees as the entitlement is the same).</li> <li>• Leave taken at the same time as Employee’s partner</li> </ul>	Cl 31.7

<b>Current Provision:</b>  <b>NTPS Teachers and Educator 2010 - 2013 EA</b>	<b>Proposed <i>Term/Condition</i> - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS Teacher and Educator 2014 - 2017 EA</b>
	(concurrent leave) - provisions amended in line with FW Act amendments (e.g. 3 weeks increased to 8 weeks and greater flexibility) (Note: similar provisions as those for concurrent leave under Paternity/Partner Leave).	
CI 31.7(g)	<i>Subsequent adoption when already on adoption leave – entitlements</i> – no substantive change - provisions amended to clarify employee can apply for another adoption leave period in accordance with the applicable parental leave provisions. Change consistent with similar provision under Maternity Leave.	CI 31.7(h)
CI 31.8	<i>Combined Parental Leave –</i> <ul style="list-style-type: none"> <li>• Clarification - reference to concurrent leave being used by the employee couple expressly provides concurrent leave to be used “...in accordance with concurrent leave provisions...” under Paternity/Partner Leave.</li> <li>• New provision included to clarify that whoever takes the paid leave is paid at his/her salary for the period of leave.</li> </ul>	CI 31.8(b)(iv) & (vii)
CI 31.9	<i>Parental Leave at Half Pay</i> – New provision clarifies the taking of half pay parental leave cannot operate to extend the maximum period of parental leave available to the employee. This is a consistent principle across the parental leave provisions.	CI 31.9(b)(iii)
CI 31.10	<i>Access to Other Leave Entitlements While on Parental Leave –</i> <ul style="list-style-type: none"> <li>• Enhanced provision by removing the current 24 month limitation on the employee’s ability to access accrued recreation leave and long service leave entitlements. This is more beneficial than NES. Employees on 3 years parental leave may access recreation leave and long service leave at any time.</li> <li>• Access to personal leave while on parental leave no longer permitted.</li> </ul>	CI 31.10

<b>Current Provision:</b>  <b>NTPS Teachers and Educator 2010 - 2013 EA</b>	<b>Proposed <i>Term/Condition</i> - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS Teacher and Educator 2014 - 2017 EA</b>
	<ul style="list-style-type: none"> <li>Clarified that the taking of other paid leave while on parental leave does not break continuity of parental leave.</li> </ul>	
Cl 31.11	<i>Employment While on Parental Leave</i> – new – included specific provisions dealing with ‘Keeping In Touch’ (KIT) days consistent with s 79A of the FW Act. Employee may return to work for up to 10 days (or part days) per year to keep in touch (e.g. training day). Provisions clarify how employee on paid parental leave returning for KIT days is remunerated.	Cl 31.11
Cl 31.12	<i>Communication During Parental Leave</i> – minor technical correction to update clause reference.	Cl 31.12
Cl 31.13, 31.14 & 31.15	<i>Variation/Extension, Returning to Work, Part-Time Work and Right to Request</i> – <ul style="list-style-type: none"> <li>Existing clauses have been re-organised and re-worded to simplify, improve readability and achieve a more logical approach to requests to vary/extend parental leave.</li> <li>The revised cl 31.13 has some minor changes to clarify that the employee is entitled to extend their initial leave period where the employee, whether entitled to 52 weeks or 3 years, has taken less than 12 months in the first instance. Under NES an employee is entitled to one extension in the first 12 months. The extension is up to 12 months from first commencing leave. All subsequent extensions/variatioins are subject to employer’s approval.</li> <li>Incorporated FW Act amendments which enhance an employee’s right to request part-time work upon returning from parental leave. The employee can request to return on a part-time basis to care for the child who is of school age or younger (existing provision says “...return to work on part-time basis until the child reaches school age...”.)</li> <li>Amended notice requirements for employee making a request to return to work to more closely reflect that in practice an employee wishing to reduce their parental leave and return to work may want to do so at any time during the leave so the key date for notice should be the</li> </ul>	Cl 31.13, 31.14 & 31.15

<b>Current Provision:</b>  <b>NTPS Teachers and Educator 2010 - 2013 EA</b>	<b>Proposed <i>Term/Condition</i> - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS Teacher and Educator 2014 - 2017 EA</b>
	<p>date the employee wants to return to work (i.e. “preferred date of return”).</p> <ul style="list-style-type: none"> <li>Updated what constitutes ‘reasonable business grounds’ in accordance with s 76(4) FW Act/NES amendments for the purpose of considering employee’s requests to vary parental leave. This is a non-exhaustive list for instructive purposes. As per existing requirements, when considering an employee’s request to extend parental leave, return to part-time work or reduce parental leave, a CEO can only refuse such a request on ‘reasonable business grounds’.</li> <li>Removed the clause (cl 31.15(e)) which referred to By-law 16 Special Leave Without Pay as an employee can make a request to his/her CEO at any time to take leave without pay under By-law 16. The Enterprise Agreement merely stated this entitlement.</li> </ul>	
Cl 31.16	<p><i>Replacement Employees</i> – no substantive change – amended to better reflect new NES requirements (see s 84A of the FW Act). New wording more clearly sets out the information to be provided to a replacement employee.</p>	Cl 31.16
Cl 31.17	<p><i>Effect of Parental Leave on Service</i> – No substantive change</p> <ul style="list-style-type: none"> <li>Clarified clause 31.17(e) in relation to unpaid parental leave counting for service in the situation where employee’s qualifying period ends within first 14 or 18 weeks of commencing parental leave. Clause now clearly recognises that a period of unpaid parental leave which may fall within the first 14 or 18 weeks needs to count for service in order to trigger any paid parental leave entitlement.</li> </ul>	Cl 31.17
Cl 31.18	<p><i>Superannuation Contributions During Period of Parental Leave</i> –</p> <ul style="list-style-type: none"> <li>Clarified that the superannuation contribution benefits provided under this clause are for female employees with 12 months continuous service at the time of commencing parental leave.</li> </ul>	Cl 31.18 & 31.18(c)

<b>Current Provision:</b>  <b>NTPS Teachers and Educator 2010 - 2013 EA</b>	<b>Proposed <i>Term/Condition</i> - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS Teacher and Educator 2014 – 2017 EA</b>
	<ul style="list-style-type: none"> <li>• New provision to clarify that an employee on unpaid parental leave or half pay parental leave for the first six months, will be entitled to the amount of Employer superannuation contributions the employee would have received had the employee not been on approved parental leave.</li> </ul>	

### **32. Compassionate Leave**

Consistent with other leave clauses, this clause has been amended to move explanation of relationship with By-laws and other instruments and application to casuals to the beginning of the clause, and updated definition of ‘immediate family’ and ‘spouse’ to reflect FW Act definitions.

The addition of a new sub-clause 32.5 regarding notice requirements is consistent with other leave provisions.

### **33. Use of Emergency Leave in Conjunction with Compassionate Leave**

No change.

### **34. Personal Leave**

Consistent with other leave clauses, this clause has been amended to move explanation of relationship with By-laws and other instruments and updated definition of ‘immediate family’ and ‘spouse’ to reflect FW Act definitions. There have been technical changes to ‘ongoing’ and ‘fixed period’ employment.

The addition of a new sub-clause 34.8(c) regarding documentary evidence requirements in relation to carer’s leave reflects the specific nature of carer’s leave. It is intended to clarify the evidence that is to be provided to the CEO to allow the CEO to determine if the leave is for the purposes of sick leave or carer’s leave. Removal of sub-clauses 34.9 (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 no longer required in the Agreement

### **35. Recreation Leave**

Updated definitions and clarified sub clause 35.6 Public holidays to reflect the FW Act provisions: employee entitled to full rate of pay that he or she would have been paid had the public holiday fallen on a day that he or she was not on recreation leave.

### **36. Recreation Leave Loading**

Technical change: updated the month the ABS provides the report for the male average weekly earnings.

### **37. Long Service Leave**

Long Service Leave (LSL) entitlements are contained in PSEM Act By-law 8 and in the Department of Education's Long Service Leave Policy. The current Agreement included clauses that amended the By-law in some specific areas. The By-law was amended on 1 January 2012 to reflect the agreement changes so the provisions are no longer required in the new Agreement. The amended clause confirms that LSL entitlements are contained in By-law 8.

### **38. Work-Life Balance**

This clause has been updated to include: reference to requests for Leave without Pay for extended periods (to replace the extended leave scheme currently under schedule 6.4). Those who have an approved application for the Extended Leave Scheme at the time the new agreement is implemented will continue with the scheme until its completion. A new sub-clause 38.4 reflects FW Act changes (ie formal requirements) in relation to requests for change in working arrangements because of care responsibilities and refusals of requests based on reasonable business grounds.

### **39. Professional Learning and Training**

This clause has been changed. It provides for the option of two additional days for professional learning and training during stand-down. These additional days must be supported by the relevant school council; and agreed to by the relevant sub-branch of the AEU-NT. In lieu of the additional days during stand-down, the professional learning and training may be delivered in blocks of a minimum of two hours training outside normal working hours over the course of the teaching year.

### **40. Learning Organisation**

Omitted as the entitlement for professional learning and training is provided in the Professional Learning and Training clause (clause 39) and the Improved Service Delivery and Teacher Support clause (clause 57).

### **41. Performance Management**

This has been omitted because the Department of Education is required to have a Performance Management Framework under the PSEM Act and subordinate legislation. This applies across the NTPS regardless of referencing it in an enterprise agreement. The commitment to professional learning and development already exists under clause 39.

### **42. Non-Contact Time**

There are no substantive changes in this clause. The changes have been made for readability.

### **43. Class sizes**

Sub-clause 43.6 has been changed to provide for the principal considering a number of factors when determining class sizes. Guidance in relation to the factors that may be considered can be found in the *Teacher Responsibilities – a Guide for Teachers and School Leaders*.

#### **44. Teacher Responsibilities**

This is a new clause. It acknowledges that the *Teacher Responsibilities – a Guide for Teachers and School Leaders in NT Government Schools* ('the Guide') has been developed to assist teachers by clarifying their responsibilities and the way in which they work with teaching colleagues. It also acknowledges that the Guide was developed collaboratively by the Department of Education and the Union; and as such, it is a shared document. The clause provides that the Department of Education will not vary the Guide without the agreement of the Union, during the life of the proposed agreement. However it clarifies that the content of the Guide is not incorporated into the proposed agreement, apart from the provision not to change the Guide without the Union's agreement.

#### **45. Workloads**

A minor addition to clause 45.6 to clarify filling vacancies is subject to budgetary requirements. Clause 45.11 removed as the access to work life balance initiatives is explained fully in clause 38 (work Life Balance).Redeployment and Redundancy

Amended to reflect FW Act position in relation to redundancy situations involving a transfer of business where the employer finds alternative employment for the employee.

#### **46. Inter-Industry Mobility Exchange**

This clause has been omitted because the PSEM Act provides authority for transfers and employee mobility and this clause is therefore unnecessary.

#### **47. Omitted**

No change.

#### **48. Cashing up of Airfares on a Common Date**

No change.

#### **49. Superannuation**

No change to the effect of the provision. It has been updated to reflect current legislation and improve readability.

#### **50. Recovery of overpayments and Relocation Costs on Cessation of Employment**

Minor technical change: 'temporary' replaced with 'fixed period' to reflect the terms in the PSEM Act.

#### **50A. Recovery of Costs Associated with Cleaning and Repairs to Rental Accommodation**

There are no substantive changes to this clause; however the reference to the provision coming into effect in the 2012 school year has been removed.

#### **51. Occupational Health and Safety**



Omitted: the Work Health and Safety legislation exists externally to the agreement and applies regardless of referencing it in an enterprise agreement therefore it is not necessary to include in an enterprise agreement.

## **52. Prevention of Harassment and Bullying in the Workplace**

This has been updated to reflect terms and provisions consistent with [Employment Instruction No. 13 Appropriate Workplace Behaviour](#) which is sub-ordinate legislation under the PSEM Act: renamed clause “Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace”, re-worded provisions to reflect the parties’ commitment and obligations in this area.

## **53. Omitted**

No change.

## **Part 4—Employees in the Department of Correctional Services**

### **54. Prison Educators**

Technical change: ‘Department of Justice’ to ‘Department of Correctional Services’ in clause 54.1

#### **54A. Ongoing Employment for Prison Educators**

This has been omitted because the appointment of fixed period employees to ongoing employees was actioned at the time of the approval of the previous agreement.

#### **54B. Qualification Requirements**

No change.

#### **54C. Reviews**

No change.

#### **54D. Hours of Work and the Delivery of Educational Programs**

No change.

#### **54E. Planning and Preparation**

No change.

#### **54F. Professional Development**

No change.

## **Part 5—Miscellaneous Provisions**

### **55. Christmas Closedown**

No change.

## **56. Higher Duties Allowance**

No change.

## **57. Improved Service Delivery and Teacher Support**

Key change in clause is to ensure consistency with changes sought clause 39 (Professional Learning and Training) and the removal of sub-clause 57.2 as this related to implementing improved service delivery arrangements which are now in place.

## **58. “Surviving and Thriving” Workshops**

No change.

## **59. Relief Teacher Provisions**

No change.

## **60. Extended School Year—Identified Remote Schools**

No change.

## **61. Electricity Subsidy—Borrooloola**

Technical change: electricity subsidy rates in 61.2 updated to current rates.

## **62. Remote Access to Satellite Television or Internet Services**

No change.

### **Schedule 1—Northern Territory Public Sector Teacher and Educator and Assistant Teacher Provisions**

Apart from clauses 5 and 13 which are discussed below, there are no changes to Schedule 1.

An explanatory note has been inserted to explain the fact that the classifications in the schedule reflect those of the pre-reform award and as such they do not align the classifications set out in Schedule 7, which are the outcome of changes to classification structures in preceding enterprise agreements.

#### **Clause 5 Northern Territory Allowance**

Sub-clause 5.2 has been amended to ensure that it is consistent with By-law 26.

#### **Clause 13 Approved Isolated Schools**

Sub-clause 13.1 has been amended by changing the reference to sub-clause 7.4 of Schedule 1 to “Schedule 1, sub-clause 7.4” to ensure stylistic consistency.

## Schedule 2—Northern Territory Public Sector Redeployment and Redundancy Provisions

### PART A Redeployment and Redundancy Entitlements

Part A rewritten under new Agreement's Schedule 2: Redeployment and Redundancy Entitlements.

#### 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 to clarify that the notice periods under new clause 5.2 are offset by the redundancy payment provisions of the NES.

The proposed 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 the Commissioner's 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, have been 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 to a proposed new Employment Instruction (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 (ie 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 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;
- 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.

To assist in clarifying these and other aspects of the proposed redeployment and redundancy provision please refer to the: [Information Sheet 8 of 2013 FAQ Redeployment and Redundancy](#)

**PART B Redeployment and Redundancy Procedures**

PART B *procedures* will be rewritten and omitted from the Agreement and placed in an [Employment Instruction No. 14: Redeployment and Redundancy Procedures](#)

**Schedule 3—Education Consultative Committee**

No change.

**Schedule 4—Procedure for the Identification and Placement of Teachers due to Displacement**

No change.

**Schedule 5—Rapid Incremental Progression for Beginning Teachers**

No change.

**Schedule 6—Work-Life Balance Initiatives**

Clarification of Employees who are eligible to access the initiatives detailed in the schedule. Sub clause 2.5 - updated to reflect that recreational leave accrues progressively.

Sub clause 3.3 (g) – amended to bring in line with FW Act entitlements and Recreation Leave clause 52.6 in the core agreement.

Sub clauses 3.5 & 3.6 – amended and provisions dealing with procedures for purchased leave arrangements removed as these are in guidelines.

Clause 4 (Extended Leave Scheme) – deleted and replaced with Leave without Pay Requests for extended periods under clause 48 Work Life Balance in the core agreement.

## **Schedule 7 Classifications, Salaries and Allowances**

Updated to reflect 3% increase from the first pay period on or after 24 April 2014 (i.e. 24 April 2014); the second 3% increase from the first pay period on or after 31 August 2014 (i.e. 11 September 2014); the third 3% increase from the first pay period on or after 31 August 2015 (i.e. 10 September 2015); and the fourth 3% increase from the first pay period on or after 31 August 2016 (i.e. 8 September 2016).

Assistant Teacher Level 5 inserted under Assistant Teacher level 4

Work-Related Allowance table updated to reflect the applicable increases to during a 4 year term (3%, 3%, 3%, 3%) and Highly Accomplished and Lead Teacher Allowance included in the allowance table.

Remote Incentive Allowance table updated to reflect the applicable increases to during a 4 year term (3%, 3%, 3%, 3%) and Highly Accomplished and Lead Teacher Allowance included in the allowance table.

Remote Retention Payment – no change.

### **Information on the New 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 4282**. Alternatively you can email your query online [www.enterpriseagreements.nt.gov.au/feedback](http://www.enterpriseagreements.nt.gov.au/feedback) . Also visit our website at [www.enterpriseagreements.nt.gov.au](http://www.enterpriseagreements.nt.gov.au) for more information.