

TEACHER AND EDUCATOR INFORMATION SHEET 6/2013

REVISED OFFER 19 NOVEMBER 2013

This information sheet outlines the terms of the Commissioner for Public Employment's revised 'without prejudice' offer, which was made on 19 November 2013, for a new enterprise agreement to replace the Northern Territory Teacher and Educator 2010–2013 Enterprise Agreement, which nominally expired on 31 August 2013.

The revised offer replaces the previous offer of 27 August 2013 (see [Teacher and Educator Bargaining Information Sheet 3/2013](#)) and comes following careful consideration of the Australian Education Union NT (AEU-NT) views and in light of improvements to the offer for the *Northern Territory Public Sector 2013 – 2017 Enterprise Agreement* affecting sector wide conditions. The offer is made now to ensure Teachers and Educators are not disadvantaged by protracted negotiations and do not miss out on the opportunity for a pay increase in 2013.

The offer also follows public comments from the AEU and teachers that it is a fair one indicating the industrial action being taken is not a result of dissatisfaction with bargaining. In respect to resources in schools the enterprise agreement provides safeguards for maximum class sizes and matters concerning staffing levels can be considered under the 'management of change' provisions that are also in the agreement.

The following improvements and concessions to my offer of 27 August 2013 are made in a genuine attempt to settle the negotiations and finalise bargaining and ensure employees receive the first wage increase in a timely manner:

- **REMOVAL OF REDUCTION OF REDUNDANCY NOTICE PERIODS**

The Commissioner has removed his claim to reduce redundancy notice periods so that formal redundancy notice periods will remain at 26 weeks, or 52 weeks for employees over 45 years or with 20 years' service.

- **JOB SECURITY**

In response to some employees' concerns about job security, the Commissioner has removed the additional wording that was proposed under clauses 14 (Productivity and Efficiency) and 19 (Security of Employment), i.e. removal of the words *"For the avoidance of doubt, this commitment relates solely to the effects of the costs of the salary and allowance increases in the Agreement and at the time they are paid. It does not include changes that can arise from machinery of government changes (eg agency restructuring), budget savings measures, and the like that arise out of policy decisions of the Northern Territory Government from time to time."*

- **FIRST PAY INCREASE 3% effective from 21 November 2013** and will retain the future salary from the first pay periods to commence on or after 31 August 2014, 31 August 2015 and 31 August 2016.

The terms of this revised is set out in full below:

Enterprise agreement

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

Duration

The new agreement is to have a four year term that will expire 12 months after the final salary increase paid under the agreement (ie 31 August 2017), which will provide employees with stability for the next four years.

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 three per cent to be paid effective from 21 November 2013;
- a second salary increase of three per cent to be paid at the commencement of the first pay period commencing on or after 31 August 2014;
- a third salary increase of three per cent to be paid at the commencement of the first pay period commencing on or after 31 August 2015; and
- A fourth salary increase of three per cent to be paid at the commencement of the first pay period commencing on or after 31 August 2016.

Work-related and expense related allowances will be adjusted consistent with the current agreement provisions.

This is a competitive offer and will ensure that Northern Territory Public Sector (NTPS) teachers and educators are amongst the best paid in Australia.

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.

Superannuation Guarantee

From 1 July 2013 Commonwealth legislation commences which will progressively increase the Superannuation Guarantee (SG) charge from the current level of 9 per cent to 12 per cent by 1 July 2019. The 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 in the public sector have opted, or are considering, 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 three per cent wage increases, rather than being included as part of the annual wage increases on offer.

The schedule of increases to Superannuation Guarantee covered by the Agreement is as follows:

Period	Superannuation Guarantee (charge percentage)
1 July 2003–30 June 2013	9.00%
1 July 2013–30 June 2014	9.25%
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%

The effect of this offer means that an extra 2 per cent (under current legislation) will go to eligible NTPS employees not already receiving the minimum SG amount through membership of a defined benefit scheme over the agreement period.

Continuation of Non-Contact Time and Class Sizes Provisions

The new agreement will continue the non-contact time (clause 42) and class sizes provisions (clause 43) of the current agreement. As noted in the previous offer the CEO of the Department of Education has proposed the inclusion of provisions into the Teacher Responsibility Guide that acknowledge that schools make local decisions about classroom teacher workloads, timetable structures and specialist programs to suit their communities and that set out matters that should be considered when determining appropriate class sizes.

Remote and Regional Initiatives

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

Rental subsidy for remote employees

The current Category 3 - 100 per cent rental concession will continue for all eligible employees, living and working in defined remote localities (i.e. Category 1, 2 and 3) who are provided with employer supplied housing.

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.

Relocation allowance

The provision enabling Chief Executive Officers to grant a relocation allowance for up to a maximum of 10 fortnights, for employees transferring to or new employees recruited to Alice Springs will continue.

Remote incentive allowance

The remote incentive allowance for employees stationed in remote localities will continue and will be adjusted in line with the salary increases in the agreement.

Remote retention payment

The remote retention payment made to employees residing and providing services in remote localities will continue.

Assistant Teachers

The agreement will include an improvement to the Assistant Teacher career path by inclusion of an additional increment at the top of classification. Achievement of this incremental point would be conditional on the employee attaining an Advanced Diploma in Education.

Highly Accomplished and Lead Teachers

The agreement will amend clause 23 (Highly Accomplished and Lead Teacher Scheme) and provide an additional clause 23A (Teachers of Exemplary Practice) to ensure greater clarity around the phase-out of the Teachers of Exemplary Practice scheme and the implementation of the Highly Accomplished and Lead Teacher scheme.

Efficiencies

Pupil-free days for professional development

The new agreement would require the two, flexible pupil-free days for professional development to be used in school stand down. This would address the need for professional development while allaying public concern with the requirement to make childcare or supervision arrangements around the use of pupil-free days.

Amend clauses 14.4(f) (Productivity and Efficiency) and 19 (Security of Employment)

It is proposed to remove the additional wording that was proposed in the previous offer of 27 August 2013 under clauses 14.4(f) and 19.1, ie:

“For the avoidance of doubt, this commitment relates solely to the effects of the costs of the salary and allowance increases in the Agreement and at the time they are paid. It does not include changes that can arise from machinery of government changes (eg agency restructuring), budget savings measures, and the like that arise out of policy decisions of the Northern Territory Government from time to time.”

Please note that this does not change my view about the meaning and application of these clauses.

It is proposed to delete clause 19.3 to 19.5 which deals with a CEO's ability to consider the status of fixed term employees, casuals and employees on higher duties; these are simply procedural provisions and do not create an entitlement and the provision caused confusion during change management processes. The CEO will continue to have the discretion to make submission to the Commissioner on a case by case basis.

Review of Schedule 2 Northern Territory Public Sector Redeployment and Redundancy Provisions

Through recent application of the provisions it has become apparent that the wording is out-dated and difficult to follow and should be reviewed to ensure the provisions are up-to-date, readable and easily understood.

It is also proposed to remove the procedural elements and irrelevant income maintenance provisions. However, the proposed agreement will retain core entitlements and ensure the provisions take into account the minimum redundancy entitlements, and transfer of business rules of the *Fair Work Act 2009* (Cth).

The new provisions for Redeployment and Redundancy were drafted in consultation with union representatives during negotiations for the NTPS Enterprise Agreement. The union representatives were supportive of the redraft. These new provisions have been Incorporated into a new Schedule 2 Redeployment and Redundancy Entitlements and [Employment Instruction 14 \(Redeployment and Redundancy Procedures\)](#), subordinate legislation under the PSEM Act.

It is proposed to remove my claim to reduce the current redundancy notice periods from 26 weeks, and 52 weeks for employees over 45 years of age or with 20 years of service or more, to 20 weeks and 40 weeks respectively.

Accessing personal leave during the first 52 weeks of unpaid parental leave

It is proposed to remove the provision that provides an employee on the first 52 weeks of unpaid parental leave access to personal leave. 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 and it is now proposed to remove the current limitation under the Agreement which restricts access to such accrued entitlements during the period 24 months from time of birth or date of placement of the child.

Replacement of the Extended Leave Scheme

The current Extended Leave Scheme is complex and difficult to administer due to salary variations and difficult leave accrual arrangements. The consequences of this are that the scheme is administratively resource intensive and there are high error risks. It is proposed to grandparent (keep in place) any existing employee arrangements until they are finalised, but replace the current scheme with advanced notice of leave without pay. This will provide employees and agencies with the ability to plan for extended leave requests (up to one year off) up to four years in advance of the proposed leave. This will be addressed under the current clause 38 (Work Life Balance) of the agreement.

Review and move clause 18 Filling Vacancies Resulting from Substantial Change

An amended [Employment Instruction No. 1 Filling Vacancies](#) (subordinate legislation under PSEMA) will be issued in a number of weeks. The amendments include the principles underpinning the filling vacancies process with preference applied to ongoing employees across the NTPS. It is therefore considered a duplication in the agreement and it is proposed to remove it.

New agreement

The agreement has generally operated well during the term of the agreement. However, there are some remnants of policy and procedure that could be better placed in the *Public Sector Employment and Management Act* (PSEMA) instruments or general policy which would provide the parties the ability to address process matters through consultation during the term of the agreement. There are also some conditions whose application could be improved through clarification and/or streamlined provisions.

Therefore it is proposed that the new agreement will not have matters:

- better dealt with through policy and procedure and place under PSEMA or general policy;
- that reference other legislation which are better dealt with specifically under that legislation and inclusion in the agreement is unnecessary when the other legislation provides for the entitlement or provision; and
- review and/or amend provisions where possible to improve performance and streamline administration.

Furthermore, it is also necessary to consider the following factors when drafting a new agreement:

- compliance with the *Fair Work Act 2009* and the NTPS Wages Policy 2013-2016;
- consistency in common provisions across NTPS Agreements for core conditions (for example, parental leave, personal leave); and
- retention of current relevant provisions.

A draft (annotated) agreement has been provided to the AEU-NT.

Other 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 in the consultative committee sphere as provided for in Schedule 3 (Education Consultative Committee).

Some matters raised by AEU-NT during bargaining were about general sector wide policy issues and not bargaining matters, and the Commissioner has recommended such matters be raised through the Public Sector Consultative Council or directly with the Department of Education.

The Department of Education have expressed a strong desire to resolve these operational matters expeditiously. The CEO of the Department of Education has again extended his offer to address the following matters through an exchange of letters or other appropriate mechanism;

- establishment of a regular consultative committee to include the Deputy Chief Executive School Operations, Executive Directors and the AEU-NT to discuss issues of mutual interest regarding teacher working conditions;
- inclusion of provisions into the Teacher Responsibility Guide that acknowledge that schools make local decisions about classroom teacher workloads, timetable structures and specialist programs to suit their communities and that set out matters that should be considered when determining appropriate class sizes;
- commitment to consult with the AEU-NT about any proposed changes to the Teacher Responsibility Guide during the life of the new agreement;
- agreement to consult with the AEU-NT about housing priorities for teachers and to take practicable steps to seek a resolution from the Department of Housing with respect to maintenance and other matters of concern; and

- discussion with the AEU-NT of more effective management of relief teachers in remote areas, which may include the implementation of a relief teacher pool, with the aim of finalising these discussions by the end of 2013.

Furthermore, in relation to matters pertaining to Prison Educators, the CEO for the Department of Correctional Services has committed to:

- agree to review of Determinations 1014, 1015 and 1016 of 1997 during the life of the proposed agreement; and
- offer a completion of the review of the Senior Education Officer positions with a view to a completion date within 12 months of the commencement of the proposed agreement, with any agreed outcomes being given effect through a determination under the PSEMA or other appropriate instrument.

The Commissioner believes the offer is fair and reasonable in all the circumstances, and that these concessions, including returning the redundancy notice periods to their current limits, will be positively received as it was reported to have been a concern for many employees. This offer has been made in a commitment to reach agreement as soon as possible.