

### TEACHERS AND EDUCATORS BARGAINING INFORMATION SHEET 7/2013

#### FREQUENTLY ASKED QUESTIONS ON THE OFFER

This information relates to the Commissioner for Public Employment's offer ('the offer') for a new NTPS Teachers and Educators Enterprise Agreement. This information is subject to ongoing bargaining.

Note: References to 'the current agreement' are referring to the [Northern Territory Public Sector Teacher and Educator 2010 – 2013 Enterprise Agreement](#).

##### Q1. What are the key elements of the offer?

- 3% per annum pay increase;
- the first pay increase to be effective from 21 November 2013 (in accordance with the wages policy);
- retention of subsequent pay increase dates of 3% to be paid at the commencement of the first pay period commencing on or after 31 August 2014, 2015 and 2016;
- removal of my claim to reduce the redundancy notice periods;
- removal of my additional words relating to involuntary redundancies and job losses from clauses 14 and 19;
- nominal expiry date of 31 August 2017;
- the Superannuation Guarantee increases in addition to the 3% per annum pay increase (not offset against the pay increase);
- an improvement to the Assistant Teacher career path by inclusion of an additional incremental point, conditional on the employee attaining an Advanced Diploma in Education;
- agreement to review Prison Educator and Senior Prison Educator issues;
- continuation of non-contact time and class size provisions;
- continuation of remote and regional initiatives;
- completion of the transition of the teachers of exemplary practice scheme to the highly accomplished and leading teacher scheme;
- use of the two, flexible pupil free days for professional development in stand down;
- for an employee on unpaid parental leave which does not count as service, removal of access to personal leave which is then consistent with the treatment of other leave which does not to count as service;
- placement of provisions dealing with filling vacancies as a result of substantial change in an Employment Instruction under the PSEM Act
- re-writing the redeployment and redundancy entitlement provisions into plain language and placing the redeployment and redundancy procedures in an Employment Instruction under the PSEM Act

- replacing the extended leave scheme with an advanced notice of leave without pay scheme that ensures a similar entitlement (those already on the scheme to continue)

**Q2. Will employees lose their jobs as a result of the offer or from the implementation of the agreement?**

No. The offer continues the commitment from the previous agreement that there will be no forced redundancies and no job losses arising directly from the implementation of the new agreement.

**Q3. Will there be a clear process for filling vacancies resulting from substantial change?**

Yes. The former clause 18 from the current agreement has been rewritten to be very clear and is now placed under legislation in the form of an Employment Instruction. To view the proposed words visit [Draft Employment Instruction 1](#).

**Q4. Are the class size and non-contact time provisions in the agreement being changed?**

No. These clauses remain in the agreement.

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.

**Q5. The offer proposes to shift some remnants of policy and procedure from the agreement and place these under the *Public Sector Employment and Management Act (PSEMA)* or general policy. Does this mean a reduction in these entitlements?**

No. This process is not about removing key employment entitlements such as recreation, personal or parental leave. It is proposed to shift only those provisions that are procedural or policy in nature (eg the process for how to fill a vacancy resulting from substantial change) or are a duplication of existing provisions found in PSEMA (eg performance management), or dealt with under other legislation (eg *Anti-Discrimination Act*, *Work Health and Safety (National Uniform Legislation) Act*).

Shifting these provisions that are procedural or policy in nature from the enterprise agreement does not reduce the entitlement; the entitlement will continue to exist. Shifting these provisions into a Commissioner's policy or guideline will allow the parties to address issues that arise from time to time in processing entitlements, in a much more timely and efficient manner thereby providing an administrative efficiency.

**Q6. The total offer is capped at 3% per annum and is subject to efficiency measures being achieved. What is meant by efficiency measures and what if efficiency measures are not agreed to in bargaining?**

Under the *Fair Work Act 2009* (FW Act) good faith bargaining allows a fair and flexible framework for negotiating enterprise agreements that deliver productivity benefits. A

productivity benefit (or efficiency measure) is an initiative which will ultimately result, either directly or indirectly, in measurable increased productivity and/or cost savings.

As such, the offer of 3% salary increases per annum is subject to some efficiency measures being introduced. These efficiency measures are considered to be moderate and can be found in the [Information Sheet 6 / 2013](#).

The terms of the offer comprise a total and interlinked package of improvements and changes to terms and conditions of employment. The salary offer is also dependent on the achievement of the proposed efficiencies and if these cannot be achieved the Commissioner reserves the right to vary the salary component accordingly. This means, for example, that if the moderate efficiency measures are not achieved the salary offer may be reduced.

**Q7. How does the salary offer compare with salaries paid in other States and Territories?**

The proposed salary increase will result in NT Teachers being the second highest paid teachers across other public sector jurisdictions in Australia (see [Information Sheet 2 / 2013](#)).

**Q8. What is happening with public servant pay rises in other states?**

Governments have been belt tightening as they face similar fiscal challenges. Offers and increases in those jurisdictions have been around or less than 2.5% including for teachers and educators. Generally, for a range of public servants, the offers have come with significant job cuts and the implementation of forced redundancy packages which are worth far less than those in the NTPS.

Any increases in costs of an agreement above the wages policy positions (generally around or below 2.5%) are required to be paid for with 'bankable' employee cost efficiencies

As a result of intractable bargaining some employees have gone without increases for greater than 12 months.

**Q9. How does the Darwin Consumer Price Index (CPI) relate to the salary increases being offered?**

The increase in public sector salaries has generally been above the Darwin CPI in the past as seen in [Information Sheet 9 / 2013](#)

The 3% per annum salary increase is comparable to the average Darwin CPI over the agreement period:

	2013/14	2014/15	2015/16	2016/17	Average
Forecast^ CPI %	4.00	2.50	2.80	2.90	3.05
Pay increase % p.a.	3.00	3.00	3.00	3.00	3.00

^The CPI forecast above is from the Deloitte Access Economics September Quarter 2013 economic brief.

**Q10. Are the increases to employer Superannuation Guarantee (SG) included in the 3% per annum salary increase?**

Unlike some other employers, it has been decided not to offset the salary increases offered against the legislated SG increases during the term of the agreement. The increases to SG contribution for eligible NTPS employees are in addition to the quantum of the salary increase.

The effect of the NTPS offer means that an extra 2% (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.

**Q11. What are the implications for the two flexible pupil-free days for professional development efficiency?**

The new agreement would require the two, flexible pupil-free days for professional development to be used in school stand down. In the current agreement, clause 39.4 provides for the Chief Executive Officer of the Department of Education to approve an additional two professional development days during school time for the purpose of professional learning and training in system priorities.

This would address the need of professional development while allaying public concern with the requirement to make childcare or supervision arrangements around the use of pupil-free days.

**Q12. What changes are being made to redundancy entitlements?**

No change to current NTPS notice periods and voluntary retrenchment severance payments. The income maintenance provisions following termination have been removed 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.

There is also no change to the requirement to invite employees to consider a voluntary redundancy (that includes generous severance payments) in the first instance prior to declaring an employee formally redundant and invoking notice periods.

**Q13. Why is the redeployment and redundancy schedule being rewritten?**

The current redeployment and redundancy schedule is unwieldy and difficult to interpret. This is acknowledged by the parties. The proposed redrafting aims to refresh the provision to ensure it is contemporary and easier to understand. It also aims to align redeployment entitlements more closely with other jurisdictions, and to incorporate certain elements of the FW Act provisions.

The current Part B *Redeployment and Redundancy Procedures* have been rewritten and have been placed in a draft [Employment Instruction 14: Redeployment and Redundancy Procedures](#).

**Q14. If I can no longer access personal leave during a period of unpaid parental leave, what accrued leave can I access?**

The current agreement provisions providing employees access to accrued recreation leave and long service leave entitlements anytime within 24 months from time of birth or date of placement (in the case of adoption) will continue. This proposal is in line with the National Employment Standards and the FW Act.

**Q15. If the Extended Leave Scheme is being removed will it be replaced with anything else?**

The current scheme is complex and difficult to administer due to salary variations and difficult leave accrual arrangements. It is proposed to replace the current scheme with Advanced Notice of Leave Without Pay which will be managed in accordance with [By-law 16 Special Leave Without Pay](#). Employees and agencies will be able to plan for extended leave requests (up to 1 year off) well in advance of the proposed period (up to 4 years in advance). Whilst the ability to access an extended period of leave remains, the deferred salary arrangement will not continue. Employees will need to ensure they have considered any financial implications associated with an extended period of leave without pay.

**Q16. If I have an agreement in place under the Extend Leave Scheme, will this continue if the Extended Leave Scheme is removed?**

Yes. All Extended Leave Scheme agreements, as per Schedule 6 of the current agreement, in place at the date of commencement of the new agreement will continue until they are finalised.

**Q17. Will the remote incentive allowance and remote retention payment continue?**

Yes. The remote incentive allowance will be adjusted in line with salary increases and the remote retention payment will continue.

**Q18. Will the 100% rental concession continue to apply in all remote localities?**

Yes. This initiative was introduced with the current agreement to address recruitment and retention issues in Category 1, 2, 3 and special category remote localities. It is proposed to continue this initiative for these localities for the life of the new agreement.

**Q19. Is there any changes proposed for the Satellite TV / satellite internet subsidy for remote workers?**

No. The \$500 satellite TV and/or satellite internet subsidy will continue unchanged. It was an initiative to assist in attracting and retaining employees in remote localities. The Commissioner has reviewed this provision and proposes to continue with the subsidy for the life of the new agreement.