

NTPS GENERAL BARGAINING INFORMATION SHEET 2/2013

FREQUENTLY ASKED QUESTIONS ON THE OFFER

This information relates to the Commissioner for Public Employment's offer ('the offer') for a new general NTPS enterprise agreement. This information is subject to ongoing bargaining.

Note: References to 'the current agreement' are referring to the [Northern Territory Public Sector 2010-2013 Enterprise Agreement](#)

Q1. 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?

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, flextime guidelines) or are a duplication of existing provisions found in PSEMA (eg workplace bullying and harassment is covered under Employment Instruction 13 – Appropriate Workplace Behaviour), existing NTPS policy (eg NTPS Apprenticeship Program) or dealt with under other legislation (eg *Anti-Discrimination Act*, *Work Health and Safety (National Uniform Legislation) Act*).

Shifting these provisions that are procedural/policy in nature from the enterprise agreement does not reduce the entitlement; the entitlement will continue to exist. Shifting these provisions into a Commissioner 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.

Q2. 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* (Cth) 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 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 1 / 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.

Q3. How does the Darwin Consumer Price Index (CPI) relate to the salary increases being offered?

The CPI was only one of several factors considered when the [NTPS Wages Policy 2013-2016](#) was developed. That being said, the increase in public sector salaries has generally been above the Darwin CPI in the past as seen in [Information Sheet 3 / 2013](#).

The CPI is forecast to peak in 2013 at 3.9%, reflecting the one-off impact of utility price increases as well as the flow through of the carbon price. CPI is then forecast to decline across the forward estimates to 2.5% in 2016. The salary increase is expected to be close to the average forecast CPI over the term of the agreement. In light of the constrained public finances, both locally and nationally, along with historical salary outcomes compared against CPI, this is a reasonable offer that will maintain NTPS salaries in a strong position.

Q4. Does the change to the increments clause mean that incremental progression is no longer automatic?

There will be no change to how annual service increments will be paid; they will continue to be paid as usual.

In the current agreement a CEO has the power to withhold paying an annual service increment on the basis of poor performance (refer cl 27.4-5 of the current agreement). Employees who are performing their duties adequately will continue to receive annual increments. The change to the increment clause will only remind employees and CEOs that the current arrangement provides CEOs the ability to withhold a progression payment for a maximum of 12 months if there is poor performance.

Q5. 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.

Q6. Will my employer SG contribution increase in July 2013 if the new agreement has not been agreed to yet?

Yes. The employer SG contribution increases will apply regardless of NTPS bargaining outcomes because they are required by Commonwealth legislation (ie *Superannuation Guarantee Act (Cth)*).

Q7. 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 *Fair Work Act 2009 (Cth)* provisions.

While this will result in some change to existing conditions, the entitlement will remain very generous compared with the National Employment Standard minimum provisions, as specified in the *Fair Work Act 2009 (Cth)*.

Q8. Will my employment be secure under the new agreement?

As is currently the case, under the new agreement a person cannot be made redundant unless they are given the option to take a voluntary retrenchment and existing grievance / review provisions will continue.

Q9. It is proposed to provide shift workers in jobs covered by the CPSU with 7 days notice of a roster change. Why only those covered by the CPSU?

Currently there is no minimum notice of roster change period for shift workers who are employed under Schedule 2 of the Agreement in any of the following designations:

- Administrative Officer 1 to Administrative Officer 7;
- Senior Administrative Officer 1 to Senior Administrative Officer 2;
- Executive Officer 2 to Executive Officer 3;
- Professional 1 to Professional 3;
- Senior Professional 1 to Senior Professional 2;
- Technical 1 to Technical 6; and
- Physical 1 to Physical 9.

This proposal to include a notice of change of roster is in line with similar provisions for shift workers under other schedules of the agreement, covered by different unions.

If you are not sure which Schedule of the current agreement applies to you, please contact your agency's Human Resources unit.

Q10. Does the change to the span of hours mean that I will have to work more hours each week? Will I be directed to work on Saturdays?

Extending the span of hours to include Saturday mornings (6am – 1pm) for day workers does not increase an employee's ordinary hours of work per week.

The proposal will mean that ordinary hours (ie up to 36 $\frac{3}{4}$ or 38 hours per week) can be worked Monday to Friday between 6am and 6pm and Saturday between 6am and 1pm and paid at single time.

For example: Sue works 38 hours per week. In the weeks that Sue is scheduled to work 8.30 am to 12 pm on Saturday, her working hours for the remainder of the week are adjusted so that she finishes 3.5 hours earlier on Wednesday. Sue's total hours of work will be paid as ordinary hours of work.

The proposal to extend the span of ordinary hours to include Saturday mornings may assist some agencies to improve service delivery to the public by offering extended opening hours. If your agency does not need to provide services or perform work on a Saturday, this proposal will not impact your hours of work.

If a work unit proposes to introduce a change to hours of work, affected employees will be consulted in advance of implementing any change. Employees will have the opportunity to raise any issues and discuss if the change impacts on their personal circumstances.

Q11. Does the change to the span of hours mean that I will no longer be paid overtime?

Overtime payments will still apply where an employee is directed to work outside the span of ordinary hours or in addition to his/her ordinary hours per day or per week, and in accordance with the relevant overtime rates of pay provisions in the agreement.

For example: John works 38 hours per week and is rostered to work Monday to Friday. Having completed his 38 ordinary hours during the working week, John is asked to perform additional hours one Saturday morning to deal with an unexpected matter that has arisen. Overtime rates will apply to these additional hours.

Q12. When will I need a medical certificate under the proposed personal leave provisions?

An employee currently may access up to 5 days personal leave per year without providing documentary evidence, up to 3 of which could be consecutive. It is proposed that up to 2 of those 5 days may be consecutive without documentary evidence.

Q13. 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 *Fair Work Act* (Cth) 2009.

Q14. 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.

Q15. 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 13 of the current agreement, in place at the date of commencement of the new agreement will continue until they are finalised.

Q16. 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. It is proposed to continue this initiative for the life of the new agreement.

Q17. Is there any changes proposed for the Satellite TV / internet subsidy for remote workers?

No. The \$500 satellite TV and/or 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.

Q18. How can I put my views or suggestions forward for consideration?

You can have your say and become involved by providing feedback using the form found at http://www.enterpriseagreements.nt.gov.au/general_feedback/. Employees are also able to have input through their bargaining representatives. With more feedback, the employer and employee representatives will have a better understanding of your views, and where possible will use the information received to directly inform future developments in the bargaining process.

All feedback through the website will be considered and treated confidentially.