

Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2021—2024 Enterprise Agreement

Explanatory Notes

These notes explain the details of the proposed Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2021—2024 Enterprise Agreement.

Part 1. Application and Operation of Agreement

1. Title

This clause sets out the title for the proposed agreement. In this case, the title would be Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2021—2024 Enterprise Agreement.

2. National Employment Standards

This clause states that the agreement will be read in conjunction with the national employment standards. The national employment standards are the statutory minimal conditions of employment that you can find in Part 2-2 of the *Fair Work Act 2009* (Cth) ('the FW Act').

This is a new clause.

3. Coverage

This clause sets out the coverage of the proposed enterprise agreement. Enterprise agreements cover employers and employees. In this case, the proposed enterprise agreement would cover:

- The Commissioner for Public Employment;
- Non-Contract Principals;
- Teachers (inclusive of Senior Teachers and Classroom Teachers);
- Assistant Teachers; and
- The Northern Territory Branch of the Australian Education Union.

The clause covers these employees by referring to Schedule 5, which sets out, amongst other things, the classifications and proposed salary rates.

This is clause 2 in the current agreement (i.e., the Northern Territory Public Sector Teachers and Assistant Teachers' 2017—2021 Enterprise Agreement).

4. Definitions

This clause defines some of the main terms in the proposed enterprise agreement. However, not all terms will be found here. The definitions of some terms may occur parts of the proposed agreement.

There are additional definitions in this clause.

This is clause 3 in the current agreement.

5. Period of operation

This clause sets out the term of the proposed agreement. It states that it starts operation from its commencement date.

'Commencement date' has a specific meaning. It means the date 7 days after the Fair Work Commission approves the agreement. For example, if the Fair Work Commission were to approve

the agreement on Monday, 7 February 2022, the commencement date would be Monday, 14 February 2022.

The clause also sets out the nominal expiry date for the proposed agreement, which is 11 October 2024.

This clause in conjunction with clause 33.3 provides for a 3 year agreement from the nominal expiry date of the current agreement (i.e. 11 October 2021) until the nominal expiry date of the proposed agreement (i.e. 11 October 2024).

This is clause 4 in the current agreement.

6. Operation of schedules

This is a technical clause that sets out the internal operation of the proposed enterprise agreement.

First it states that the proposed enterprise agreement is a comprehensive agreement. This means that it includes all former award terms and conditions that the parties (i.e., the employer, employees, and union) intend to continue to apply. It excludes all other award terms and conditions.

Schedule 1 of this Agreement contains classifications and classification descriptions from the Northern Territory Public Sector Enterprise Award 2016 [MA000151 PR582044] with modifications, including the addition of non-contract principals and the exclusion of old classifications for principals that were covered by the Northern Territory Public Sector Teachers and Assistant Teachers' 2017—2021 Enterprise Agreement.

All applicable terms and conditions from that award that continue to apply have been incorporated into the relevant sections of this Agreement.

Schedule 1 applies to the Union and all employees covered by the award along with any new employees employed in the classifications specified in Schedule 5 of this Agreement.

In the event of any inconsistency between them, the terms and conditions of Parts 1 to 4 and Schedule 2 to Schedule 5 of this Agreement will prevail over the terms and conditions of Schedule 1.

This is clause 5 in the current agreement.

7. Variation of the PSEM Act

This is a standard clause in all Northern Territory Public Sector (NTPS) enterprise agreements. It sets out the relationship between this agreement and its terms and conditions and the operation of the Public Sector Employment and Management Act 1993 ('the PSEM Act'). That Act establishes the Northern Territory Public Sector, the Commissioner for Public Employment and so on.

Section 12 of the PSEM Act states that the Commissioner is taken to be the employer of all employees on behalf of the Territory or an Agency.

Other sections in the PSEM Act give the Commissioner the power to determine the terms and conditions of employment of all employees.

The clause acknowledges the importance of this relationship. However, in this version of the clause, the Commissioner undertakes not to unilaterally alter these terms and conditions of employment through determinations without consulting with and reaching agreement with the affected parties.

The Commissioner makes this undertaking for the term of the proposed enterprise agreement.

This is clause 8 in the current agreement.

8. No Extra Claims

This is a standard clause.

The parties to the agreement state that it constitutes a final settlement of all claims.

The agreement, in conjunction with the PSEM Act, sets out all the terms and conditions of employment of the employees that it covers.

The parties also agree that they will not make any extra claims for terms and conditions of employment whilst the proposed enterprise agreement is in operation.

This is clause 7 in the current agreement.

9. Negotiations for a Replacement Agreement

This is a standard clause. It states that the parties to the enterprise agreement will start negotiations for a replacement enterprise agreement four months before it expires. The nominal expiry date of the proposed enterprise agreement will be 11 October 2024. This means that negotiations are due to commence on Wednesday, 11 June 2024.

This is clause 8 in the current agreement.

Part 2. Objectives and Principles

This is a new part. Some of the provisions in this part of the proposed agreement are in part 1 of the current agreement.

10. Objectives of the Agreement

This is a standard clause it sets out the objectives of the agreement, such as achieving a spirit of trust and cooperation or ensuring the use of continuous improvement strategies.

These clauses are important because they set out the operational context of the enterprise agreement.

The Fair Work Commission can use these clauses if it is trying to resolve a dispute between the parties about the application of other parts of the enterprise agreement.

This is clause 9 in the current agreement.

11. Commitment of the Parties

As with the preceding clause, this is another standard, contextual clause. It serves a similar purpose and can be used to put other provisions of the enterprise agreement into context, which can be useful in resolving disputes about their application.

This is clause 10 in the current agreement.

12. Safe and Healthy Work Environment

As with clauses 10 and 11, this clause notes the commitment of the parties to ensuring that the employees covered by this enterprise agreement work in safe and healthy workplaces.

It is necessarily a general statement. Details of the rules relating to the provision of safe and healthy workplaces are contained in departmental policies and the *Work Health and Safety (National Uniform Legislation) Act 2011* and its subordinate legislation.

This is a new clause.

13. Productivity and Efficiency

This clause is an acknowledgement of the contribution of employees to the department's productivity and efficiency.

This is clause 11 in the current agreement.

14. Dispute Settling Procedures

This clause sets out the procedures for settling disputes. It starts with a commitment to the avoidance of industrial disputes arising from the enterprise agreement but recognises that these may occur.

Clause 14.2 provides that the full range of dispute resolution mechanisms, such as arbitration will apply to matters arising under the enterprise agreement or the national employment standards (see clause 2 above).

Clause 14.3 qualifies this by stating that some matters can only proceed to conciliation in the Fair Work Commission. It excludes arbitration. This qualification relates to:

- Assessment outcomes for principals covered by Determination 1025 of 2021;
- By-laws issued under the PSEM Act;
- Determination 1025 of 2021; or
- The Teacher Responsibilities Guide.

Although this clause limits the ability of the Fair Work Commission to arbitrate and issue a binding decision about the application of these matters, it does not limit the Commission's conciliation powers. For instance, under conciliation the Commission may:

- Inform itself of matters as it sees fit, including taking evidence or submissions (although these are not commonly used in conciliation);
- Direct a person to attend a conference;
- Conduct a conference;
- Direct that a conference be held in public;
- Make a recommendation or express an opinion; or
- Issue procedural decisions without determining a matter.

This is clause 12 in the current agreement.

Part 3. Procedural Matters

15. Consultative Committees

This clause notes the:

- Role of the Public Sector Consultative Council (which is established under the PSEM Act and its regulations) for the discussion of matters of general interest for the NTPS;
- Education Consultative Committee, which is referenced in Schedule 3 of the proposed enterprise agreement; and
- Capacity to establish workplace consultative committees in workplaces with more than 10 employees.

This is clause 13 in the current agreement.

16. Management of Change

This clause sets out the minimum requirements for the management of major change or changes to rosters or ordinary hours. It complies with the requirements of the *FW Act*.

This is clause 14 in the current agreement.

17. Departmental policies – General Principle

This clause notes that the department is responsible for the management and implementation of its policies and procedures relating to the application of the provisions of the proposed enterprise agreement.

However, it also commits the department to consulting with the Australian Education Union in relation to significant changes to those policies and procedures.

This is a new clause.

18. Teacher Displacement

This clause covers the teacher displacement provisions of schedule 4 in the current agreement.

It links any process associated with the displacement of teachers to the management of change provisions of the enterprise agreement, which are set out in clause 16 of the proposed enterprise agreement.

It also links the process to Employment Instruction 1 (filling vacancies resulting from substantial), which sets out the rules that CEOs must follow across the NTPS.

This is a new clause.

19. Probation

This clause replaces clause 35 in the current agreement.

Although it adopts the provisions for 12-month probation for teachers and 6-months probation for assistant teachers, it provides that the normal form of appointment of teachers will be ongoing.

It also notes that the CEO may employ an employee without probation in accordance with s 32(2) of the PSEM Act.

20. Security of Employment

This clause replaces clause 15 in the current agreement

Clause 20.1 states that there will be no involuntary redundancies for the term of the proposed agreement.

Clause 20.2 qualifies clause 20.1 in that it excludes those employees who have been declared potentially surplus to requirements under s 41 of the PSEM Act, who have been on the Commissioner's redeployment database for longer than 2 years.

Clause 20.3 reiterates the Commissioner's support for certainty of employment and the application of the merit principle. Notwithstanding that it states that higher duties, fixed period, and casual employment may be appropriate in certain circumstances.

Clause 20.4 states that the parties will work collaboratively to develop and implement policies and strategies to increase ongoing employment and reduce the proportion of fixed period employees. This replaces references to the permanency project in the current agreement.

Clause 20.6 sets out the steps that the CEO should follow when considering the status of an employee who has been employed in the same position for 12 months; or where higher duties have been authorised in excess of two years; or where casual employment has been used on a regular and systematic basis for more than 12 months.

Clause 20.6(c) permits the CEO to consider directly appointing or promoting the employee through a request to the Commissioner.

21. Teacher Transfer Framework

This is a revision of clause 16 in the current agreement. It removes two clauses. One that refers to the department's responsibility for the management and implementation of policies. Clause 17 of the proposed agreement deals with departmental policies, including consultation with the union about significant changes to policy.

22. Support and Wellbeing – Employee Assistance Program

This clause refers to the employee assistance program. It provides employees and their families with up to 3 sessions of professional and confidential counselling for each issue. It notes that employees can access the services remotely. In addition, the CEO may grant further sessions, if required.

This is a new clause.

23. Variation to Working Arrangements for Groups of Employees

This is clause 17 in the current agreement.

24. Individual Flexible Working Arrangements

This is clause 18 in the current agreement. The inclusion of individual flexibility clauses are a requirement under the FW Act.

25. Union Rights

This is clause 19 in the current agreement. However, it changes this provision by removing the requirement for 12 months service before an employee attends union training. It also provides release for employees to attend union executive meetings and annual union conferences, subject to operational requirements.

Part 4. Employment Relationship

This part introduces significant changes from the current agreement. It articulates the different types of employment in the NTPS.

This is a new part.

26. Types of Employment

This clause links the types of employment to the PSEM Act. It states that employment on an ongoing basis (i.e., permanent) is the primary method of employment in the NTPS, but notes that there are certain circumstances when fixed period or casual employment may be appropriate. It also provides that both ongoing and fixed period employees may be employed on either a full-time or a part-time basis.

This is a new clause.

27. Full-time Employment

This clause states that a full-time employee is an employee who works 36.75 ordinary hours per week. The reference to 36.75 hours comes from the NTPS modern award. That award ascribes a notional 36.75 hours to teachers. This is the same as most other NTPS employees.

This is a new clause.

28. Fixed Period Employment – Classroom Teacher

This sets out the provisions applying to a fixed period, classroom teacher. It states that the employer will provide all employees with information about their terms and conditions of employment before they start that employment.

Further, the clause states that on commencement and completion of the fixed period contract of employment, the employee is entitled to receive reasonable relocation expenses from and to their usual place of residence within the confines of the Northern Territory.

29. Payment during Stand Down

This clause consolidates stand down provisions in clauses 21.2, 24.6(e), and 34.4 of the current agreement.

It clarifies when employees should receive payment of salary during a period of stand down.

Further, it notes those situations in which paid stand down is not applicable:

- When employees are directed to use recreation leave (i.e., for the end of year break; or the break at Easter); and
- When employees should use personal leave (i.e., to cover illness or caring responsibilities during stand down);

It also clarifies the interaction of stand down with any form of leave without pay. Employees will receive pro rata stand down pay in those instances in which they have taken leave without pay equal to or greater than 15 business days in the preceding term. In these cases, they will receive stand down pay that calculated in accordance with the number of hours worked in that term.

The clause also clarifies that weekends and public holidays do not extend a period of stand down. If you are required to attend the workplace during a period of stand down, you will not be able to claim time off in lieu for that attendance.

Finally, the clause states that principals must take into account the operational requirements of the school, when they are considering applications for other forms of leave that are adjacent to periods of stand down.

The clause also provides examples of how stand down interacts with unpaid leave.

This is a new clause.

30. Part-time Employment

This clause defines part-time employment and sets out the rules for part-time employment, including changing agreed hours and other matters.

It covers a gap in the current agreement.

This is a new clause.

31. Casual Employment

Although the current agreement makes 34 references to casuals or casual employment, it does not define it. Casual employment is a contested area of employment law. This clause provides a definition of casual employment. It is also consistent with recent amendments to the FW Act (s 15A refers).

It also unequivocally states that a relief teacher is a casual employee.

In addition, it includes the right to request conversion from casual to ongoing employment amendments to the FW Act (ss 66A—66M refer).

32. Relief Teacher Provisions

This clause replicates clause 65 in the current agreement, but provides additional information about eligibility for the \$4,000 and \$2,000 lump sum payments.

Part 5. Classifications, Salaries and Allowances

33. Classifications, Salaries and Allowances

This is clause 20 in the current agreement.

This clause sets out the new salaries for all classifications covered by the enterprise agreement. These are:

- Assistant Teachers
- Teachers
- Senior Teachers
- Non-contract principals (all levels)

The clause provides for salary increases as follows:

- 3% from the first pay period on or after 11 October 2021
- 3% from the first pay period on or after 11 October 2022
- 3% from the first pay period on or after 11 October 2023

The clause provides for an increase to income-related allowances in the same terms as the increases to salaries.

The clause also sets out the standard payroll formula that is used to calculate fortnightly salaries.

34. Integrity of Payments

This is clause 57 in the current agreement.

This clause has been renamed and now includes direction around Rectification of underpayments, as well as Recovery of overpayments. Also clarification that overpayment recovery action is undertaken in accordance with Regulation 5 of the *Financial Management Regulations 1995*, rather than as a provision of this agreement.

35. Superannuation

This is clause 56 in the current agreement.

36. Salary Sacrifice

This is clause 33 in the current agreement.

37. Classification of Employees

This is Schedule 1 in the current agreement.

This clause defines the classifications of Assistant Teachers, Classroom Teachers and Senior Teachers, and has been amended to provide discretionary powers to the CEO to recognise an equivalent qualification or experience.

38. Increments

This is clause 21 in the current agreement.

The soft barrier to the CT6 classification that was subject to an assessment process, has been removed.

39. Highly Accomplished and Lead Teacher Allowance

This is clause 22 in the current agreement.

This clause has been amended to confirm the requirement for HALTs to have an Annual Growth Plan in place, and if, the allowance will be temporarily suspended.

40. Special Allowances

This is clause 23 in the current agreement.

Clarification of eligibility provisions for these allowances.

41. Higher Duties Allowance

This is clause 24 in the current agreement.

42. Special Travel Allowance

This is clause 25 in the current agreement.

43. Northern Territory Allowance

This is clause 26 in the current agreement.

44. First Aid Allowance

This is clause 27 in the current agreement.

Part 6. Remote Localities

45. Remote Incentive Allowance

This is clause 28 in the current agreement.

46. Remote Retention Payment

This is clause 29 in the current agreement.

47. End of Half Semester Travel

This is clause 30 in the current agreement.

48. Remote Localities – Additional Provisions

This is clause 31 in the current agreement.

49. Special Study Leave Program

This is clause 32 in the current agreement.

Amended to provide the CEO with the ability to authorise leave subject to the full accrual of points.

Therefore, employees can request future leave prior to accruing required points, though utilising that leave is conditional on accruing all required points.

50. Electricity Subsidy -Borrooloola

This is clause 67 in the current agreement.

51. Remote Access to Satellite Television or Internet Services

This is clause 68 in the current agreement.

Part 7. Leave Provisions

52. Parental Leave

This is clause 37 in the current agreement. Clause changed to reflect enhancements to parental leave as follows:

- New entitlement to eight hours paid leave for pregnant employee, or an employee whose partner is pregnant, to attend pre-natal appointments. Unpaid leave available for casuals;
- Paid pre-adoption or permanent care order leave (currently unpaid) to attend interviews or examinations required in order to obtain approval for the employee's adoption or permanent/long term care of a child. No change for casuals who may access unpaid leave for this purpose; Incorporates into the new Agreement the parental leave entitlements for foster carer or kinship carer's leave and permanent/long term care order entitlements from CPE Determination 7 of 2020.
- The right to return to work on reduced hours (e.g. part-time) for up to 6 months (currently this is a right to request only). A longer period is possible subject to CEO's agreement.
- Existing entitlement improved to provide for all paid parental leave to be taken at half pay.
- Clauses amended, as required, to address any potential inconsistencies with NES/FW Act due to amendments to that Act during the term of the current Agreement.
- A pregnant employee will not be required to provide a medical certificate (fit to work) where the employee intends to work within the 6 week period immediately prior to the expected date of birth. However, if Primary Caregiver Parental Leave has not already started, it must commence on the date of birth (day of placement) of the child.
- Partner Leave – there is no longer a distinction between the '8 weeks' of Partner Leave (which currently must be taken in the first 12 months) and the longer Partner Leave of 12 months or 3 years (depending on the employee's years of continuous service). Employees taking Partner Leave have the ability to utilise some of their 12 month or 3 year entitlement in a flexible manner to enable being on parental leave at the same time as their spouse.
- Improvements to payment of employer superannuation guarantee contributions during the first 12 months of parental leave:
 - New entitlement - Superannuation will be payable during paid and unpaid Partner Leave as if the employee had been at work provided the employee has at least 12 month service and their spouse is also an NTPS employee.
 - Improved entitlement -Superannuation paid at double the legislated rate during a period of paid Primary Caregiver Parental Leave or Special Maternity leave (stillbirth). Normal superannuation will be payable on any unpaid parental leave taken in the first 12 months as if the employee had been at work.
- The definition of 'continuous service', which determines an employee's paid parental leave entitlements, has been expanded to enable prior service with other NT Government agencies (e.g. Aboriginal Areas Protection Authority, NT Police) to be recognised.
- Other technical changes:
 - Simplified where possible (e.g. new headings, overall format and greater use of tables).
 - Notice and evidence requirements into one section.
 - New definitions for 'miscarriage' and 'stillbirth'.
 - Includes signpost clauses to compassionate leave which is available in the case of a miscarriage or stillbirth.

53. Personal Leave

This is clause 37 in the current agreement.

Sub-clauses 37.11 'Infectious disease' and 37.12 'War Service' in the current agreement have been moved into their own separate clauses in the new Agreement. There are no further changes to the clause.

54. Infectious Diseases Leave

This is a new clause which moved the elements from the personal leave clause (cl 37.11 of current agreement) with improvements. The improved provisions require an employee to provide evidence that would satisfy a reasonable person of the need for the leave. Another change is that working from another location (e.g. working from home) should be considered prior to utilising recreation leave where an employee is required to self-isolate but is not suffering from the illness. There is a new sub clause 55.2 that acknowledges if an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the Return to Work Act 1986

55. War Service Leave

This clause is currently referenced in the personal leave provisions with entitlements provided under Determination Number 6 of 1993. The entitlements from the Determination have been incorporated into the clause and enhanced. There are changes to provide paid leave where an employee suffers from an illness or condition recognised to be war-like service, including peace-keeping or hazardous operational service. There are improvements to enable eligible employees to access their accrued war service leave (i.e. leave granted and accrued in relation to their original disability) for a further condition recognised as caused by war (peace-keeping or hazardous operational service) sometime after the recognition of the original disability.

56. Recreation Leave

This is clause 38 in the current agreement.

57. Recreation Leave Loading

This is clause 39 in the current agreement.

58. Leave Airfares and Cashing up of Leave Airfares

This is clause 55 in the current agreement.

59. Long Service Leave

This is clause 40 in the current agreement.

60. Defence Service Leave

This is a new clause. The entitlement was provided for under By-law 14 'Defence Service leave'. There is no change to the entitlement.

61. Leave to Attend Arbitration Business

This is a new clause which incorporates existing By-law 17 entitlements into the new Agreement.

62. Emergency Leave

This is clause 41 in the current agreement. The clause in the current agreement was a sign post to the leave entitlement under By-law 15 'Emergency Leave. The leave provisions are now fully contained in the new Agreement. A new definition has been added to clarify what an 'emergency' means for the purposes of this clause and to support greater consistency in the application of this entitlement across agencies. There is no other substantive change to the entitlement. In line with other elements of the Commissioner's offer, this has been reduced from 3 to 2 days.

63. Compassionate Leave

This is clause 42 in the current agreement. The definitions previously contained in the clause have been relocated to clause 4 'Definitions' in the new Agreement. The clause provides for the following improved entitlements:

- current entitlement which provides for paid leave on the death or life threatening illness or injury of an immediate family or house hold member has been improved to allow for five days (currently 3 days) per occasion;
- Five days paid leave for a still birth where the child would have been a member of the employee's immediate family or a member of the employees household;
- New - Three days paid leave on the occasion of the death of an extended family member (which is defined in cl 4 Definitions e.g. aunt, uncle, niece, nephew, cousin) and in the case of a miscarriage.

64. Use of Emergency Leave in Conjunction with Compassionate Leave.

This is clause 43 in the current agreement.

65. Domestic, Family and Sexual Violence Leave.

This is clause 44 in the current agreement. The clause has been changed to extend the provisions to cover sexual violence which occurs outside of the family or domestic setting. Reference to By-law 18 'Miscellaneous Leave' has been removed as the provisions regarding the paid leave have been incorporated into the new Agreement.

66. Foster and Kinship Carers Leave.

This is a new clause which provides for carer placement leave of up to 10 days paid and 10 days unpaid leave on commencing the placement of a child/children with the employee currently provided for in Determination Number7 of 2020. This clause also provides for carer assessment and training leave of up to 5 days paid leave for an authorised foster carer or kinship carer or undertaking assessment and training to become an authorised foster carer or kinship carer.

67. Kinship Obligation Leave.

This is a new clause. The clause provides for the new entitlement of five days leave per annum to allow for Australian First Nations employees to attend to Sorry Business or related purposes.

68. Cultural and Ceremonial Leave.

This is clause 81 in the current agreement. The clause has been simplified but there is no substantial change to the operation or the conditions/entitlements

69. NAIDOC Week Leave.

This is a new clause to support all employees to attend NAIDOC activities. The clause provides for employees to access up to three hours of time off in lieu of overtime (TOIL), flextime credits or other flexible work arrangement to attend NAIDOC week activities. Where employees do not have access to these arrangements a CEO may approve up to three hours of paid leave to facilitate the attendance at NAIDOC week activities.

70. Leave to Attend Industrial Relations Business.

This is clause 71 in the current agreement.

71. Release for Jury Duty.

This is clause 61 in the current agreement. The clause in the current agreement was a sign post to the leave entitlement under By-law 20 'Release for Jury Service'. The leave provisions are now contained in the new Agreement. There is no change to the entitlement.

72. Release to Attend as a Witness.

This is clause 62 in the current agreement. The clause in the current agreement was a sign post to the leave entitlement under By-law 21 'Release to Attend as a witness'. The leave provisions are now contained in the new Agreement. There is no change to the entitlement.

73. Leave to Engage in Voluntary Emergency Management Activities.

This is a new clause which brings existing and improved/specific miscellaneous leave provisions into the new Agreement for employees who are a member of a volunteer emergency services unit or fire brigade or who engages in community service necessarily rendered following a natural disaster. There are improvements to provide that leave granted with pay may include reasonable rest time immediately following the activity.

74. Blood Donor Leave.

This is a new clause which brings existing miscellaneous leave (By-law 18) provisions into the new Agreement to allow paid leave to donate blood.

75. Health Screening Leave.

This is a new clause which brings existing and improved/specific miscellaneous leave provisions into the new Agreement, i.e. to allow 1 hour of paid leave per year for the purpose of undertaking a health screening test. This doubles the existing entitlement which is one hour every two years.

76. Gender Transition Leave.

This is a new clause. The clause provides for both paid and unpaid leave for eligible employees who have commenced transitioning their gender.

77. Special Leave without Pay.

This is a new clause transferring the current By-law 16 entitlements into the Agreement. The title of the leave has been changed to 'Special Leave without Pay' to distinguish this type of leave from other periods of leave without pay an employee may be granted (e.g. personal leave without pay, study leave without pay etc.).

Part 8. Work Life Balance Provisions

This is a new Part which brings together some existing clauses from the current Agreement's Part 3 'General Employment Conditions' to emphasise and promote flexible working arrangements.

78. Work Life Balance.

This is a new clause to replace clause 46 in the current agreement with improvements, such as allowing access to the purchase of additional leave provision to employees in a teaching capacity. The clause retains the Commissioner's commitment to providing employees with flexibility to assist in balancing work and life commitments. The new clause sets out more clearly the factors involved when considering a flexible work arrangement (must work for the employee, the agency and customers). It provides a more comprehensive list and explanation of the flexible work options available to employees under the new Agreement. The clause stipulates the timeframe for responding to an employee's request (i.e. CEO or delegate must respond in writing within 21 days)

and the request may only be refused on reasonable business grounds. What constitutes 'reasonable business grounds' has been included in the definitions clause at the start of the Agreement. The clause also provides that, subject to approval, employees may work from home or another location to facilitate flexible work and that only the CEO can refuse request to work from home.

Part 9. Professional Issues

79. Staff Performance Planning and Review.

This is clause 47 in the current agreement.

80. Professional Learning and Development.

This is clause 48 in the current agreement. Apart from a name change the main difference is the allocation of compulsory professional learning and development days to the first day of each term.

From 2023, all government schools will have an additional pupil free day on last day of Term 4 of each year.

The additional pupil free day will provide teachers time to come together with their school leadership teams to undertake curriculum mapping and prepare teaching and learning programs aligned with their annual school improvement plan and school improvement agenda.

Principals have flexibility to utilise the additional day at any point throughout the year. For example, they may opt to run planning workshops a few days after hours throughout the year, or they may choose to do half day planning on weekends.

If the planning is conducted ahead of last day of Term 4, teachers will be entitled to that day in lieu of the additional hours taken to participate in the planning/ workshops facilitated by their school leadership team.

Schools will be required to provide evidence of the planning day to department with a clear intention of the time focused on school improvement

81. Training and Development.

This is a new clause reaffirming the parties' commitment to training and career development opportunities that are mutually beneficial.

82. Non-Contact Time.

This is clause 50 in the current agreement.

83. Class Sizes.

This is clause 51 in the current agreement.

84. Teacher Responsibilities.

This is clause 52 in the current agreement.

85. Workloads

This is clause 53 in the current agreement.

86. Teacher Wellbeing Strategy.

This is a new clause to reaffirm the agency's ongoing commitment to supporting the wellbeing of its teaching workforce.

87. Reviews during the life of the Agreement

This clause contains an informational notice of the parties' agreement to discuss during the life of the Agreement, matters relating to class sizes, non-contact times, and managing the administrative burdens on teachers.

Part 10. Miscellaneous Provisions

88. Redeployment and Redundancy.

This is clause 54 in the current agreement.

89. Recovery of Overpayments on Cessation of Employment.

This is clause 57 in the current agreement.

90. Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace.

This is clause 58 in the current agreement.

91. Loss or Damage to Clothing or Personal Effects.

This is clause 63 in the current agreement

92. Public Holidays.

This is clause 64 in the current agreement.

93. Flexible School Year – Identified Remote Schools.

This is clause 66 in the current agreement.

Schedules 1 to 12 – Changes Explained

Schedule	Title	Changes Explained
1	Assistant Teacher Position Standards	Previously named NTPS Teacher and Assistant Teacher Provisions and detailed employee classification streams and defined their incremental steps. This information has been moved into the body of the agreement. (Clause 38)
2	NTPS Redeployment and Redundancy Provisions.	No changes.
3	Education Consultative Committee	No changes.
4	Work Life Balance Initiatives	Replaces existing Sch 4 – Procedure for the Identification and Placement of teachers due to Displacement. Purchased leave renamed Flexible Lifestyle Leave and improved to include the purchase of up to 8 weeks, and extend access of the provision to those employees in a teaching capacity.
5	Classifications, Salaries and Allowances	All salaries and expense-related allowances have been increase by 3% per annum. No other change Includes all PLO levels