

PROPOSED

Northern Territory Public Sector

Dental Officers' 2026 – 2030

Enterprise Agreement

EXPLANATORY NOTES

This document reflects changes in the proposed new Agreement compared with the current Agreement

AND

**the proposed Agreement and variations made to the Northern Territory Public Sector Enterprise Award 2016
(since the current Agreement was made)**

Please note:

- i. Reference to the 'current Agreement' means the *Northern Territory Public Sector Dental Officers' 2022 – 2026 Enterprise Agreement* (ID AE520815).
- ii. Reference to the 'new Agreement' means the proposed *Northern Territory Public Sector Dental Officers' 2026 – 2030 Enterprise Agreement*.
- iii. References to the 'Modern Award' means the NTPS Modern Enterprise Award 2016.
- iv. Technical changes have been made throughout the new Agreement that are not included in the explanatory notes, including:
 - a. adopting inclusive language and plain English language, where appropriate, without affecting entitlements or conditions;
 - b. cross referencing sub-clause number references in line with the new Agreement; and
 - c. general grammar and punctuation updates.
- v. This document is in order of clause numbers under the proposed new Agreement. Where clauses have been referenced, the clause and sub-clause in the explanatory notes are referring to the new Agreement clauses.
- vi. Clause numbers vary from the current Agreement due to the removal of some clauses, introduction of new clauses and reorganisation of existing clauses and schedules.

vii. Unless specified otherwise, the explanatory notes are referring to the new Agreement clauses. An explanation of how the provision or entitlement has translated from the current Agreement to the new Agreement is included.

viii. Legislation referenced in the new Agreement can be accessed on the following webpages:

Commonwealth: <https://www.legislation.gov.au/>

Northern Territory: <http://www.legislation.nt.gov.au/>

ix. Public Sector Employment and Management By-laws, Employment Instructions and Determinations can be accessed on the Office of the Commissioner for Public Employment webpage: <https://ocpe.nt.gov.au/employment-law>

Further information on the proposed new Agreement

If you would like further information on the new Agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **8999 4282**.

Part 1 Application and Operation of Agreement

1 Title

The title of the Agreement has been changed to Northern Territory Public Sector Dental Officers' 2026 - 2030 Enterprise Agreement.

2 National Employment Standards

There is no change to this clause.

3 Definitions

The definition of **DCDD** – the Department of Corporate and Digital Development has been added.

The definition of **union** has been updated to **unions** as the Health Services Union have been included as a party covered by the new Agreement.

4 Parties Covered by this Agreement

Subclause 4(b) has been updated from **union** to **unions** to reflect the changes described in section 3 above.

5 Period of Operation

The period of the new Agreement has been updated to reflect the new nominal expiry date to be 21 August 2030.

6 Relationship to PSEM Act

Subclause 6.3 has been updated to remove the exception of By-law 8 Long Service Leave, as this is now in the enterprise agreement.

7 No Extra Claims

There is no change to this clause.

8 Negotiations for Replacement Agreement

There is no change to this clause.

9 Objectives of the Agreement

This is clause 10 in the current Agreement. There is no change to this clause.

10 Productivity

This is clause 11 in the current Agreement. There is no change to this clause.

11 Employment Security

This is clause 12 in the current Agreement. Subclause 11.1 has been amended to clarify there will not be no job losses arising directly from the implementation of this Agreement.

Part 2 Procedural Matters

12 Dispute Settling Procedures

This is clause 13 in the current Agreement and has had minor updates to include the updated enterprise agreement name. There is no change to the provision.

13 Management of Change

This is clause 14 in the current Agreement. This clause has been updated, reformatted and simplified in line with changes to the *Fair Work Act* (Cth).

Subclause 13.1 now provides the definition of “relevant employees” which was previously clause 14.9 in the current Agreement.

Subclause 13.7 (clause 14.6 in the current Agreement) clarifies that the CEO must discuss with relevant employees the effect the change is likely to have, provide measures to avoid or reduce adverse effects on employees and provide reasons or justification for the change.

14 Management of Unsatisfactory Performance and Disciplinary Proceedings

This is a new clause that provides the framework where it has been identified that there may be inability or unsatisfactory performance concerns, or where it is appropriate to commence a disciplinary process. An employee must be provided natural justice throughout any unsatisfactory performance or disciplinary process, with grievance and appeal rights under the PSEM Act.

15 Public Sector Consultative Council

There is no change to this clause.

16 Workplace Delegates Rights

The name has been changed to Workplace Delegates Rights in line with changes made by the Fair Work Commission to the Award.

New definitions have been inserted in clause 16.1. These new definitions replace the use of the words “union”, “employee” and “union delegate”. This provides broader application to cover both unions and other workplace organisations.

New subclause 16.5 provides employees must give written notice to the CEO within 14 days if they cease to be a workplace delegate.

Subclause 16.6 has been amended to provide delegate training leave can be taken to attend training courses related to the industrial interests of eligible workers. This provides a broader application than the current clause.

Satisfactory evidence under Subclause 16.6(d)(i) must now be provided within 7 days of completing the training.

New subclause 16.6(e) requires the CEO to advise workplace delegates within 2 weeks of the date of any training, whether the employee has been approved to access paid time during normal working hours to attend the training. This approval cannot be unreasonably withheld.

Subclause 16.6(f) has been updated to provide training leave will be paid at the amount the workplace delegate would have been paid for the hours they would have been rostered or required to work that day.

Subclause 16.8(b) has been updated providing a workplace delegate may represent the industrial interests of an eligible worker, this is a broader scope to the current provision which enables a union representative to represent an employee only in a dispute or significant workplace matter.

Subclause 16.8(d)(iv) extends to access to a lockable cabinet and electronic means of communication ordinarily used in the workplace.

New Subclause 16.8(d)(x) provides a workplace delegate cannot hinder, obstruct or prevent the normal performance of work.

New subclause 16.8(e) provides workplace delegates must comply with reasonable policies and procedures of the employer and CEO; and not hinder, obstruct or prevent the exercising of the right to freedom of association.

New clause 16.8(f) provides the CEO is not required to provide access to a workplace facility if the workplace does not have the facility or if the employer does not have access to the facility.

A note has also been added providing where a provision is less beneficial than the Award, the Award will apply.

17 Safe and Healthy Work Environment

The clause has been updated to provide all reasonably practicable steps will be taken to prevent address psychosocial risks in the workplace and support the establishment of committees and/or workgroups, including Health and Safety Representatives in accordance with Employment Instruction 11.

18 Right to Disconnect

This new clause is consistent with changes to the *Fair Work Act 2009* (Cth) and the Modern Award. It ensures employee have the right to refrain from work-related communications and activities outside of working hours.

Part 3 Employment Arrangements

19 Types of Employment

This is clause 18 in the current Agreement. There is no change to this clause.

20 Full-time Employment

This is clause 19 in the current Agreement. This is no change to this clause.

21 Part-time Employment

This is clause 20 in the current Agreement. There is no change to this clause.

22 Fixed Period Employment

This new clause reflects amendments made to the *Fair Work Act* (Cth) providing fixed period contracts can not be greater than 2 years in length, nor can consecutive contracts total more than 2 years or 2 contracts if the contracts are substantially similar, unless an exception as referred to in section 333F of the *Fair Work Act 2009* (Cth) applies.

23 Casual Employment

This is clause 21 in the current Agreement. This clause includes references to the *Fair Work Act 2009* (Cth) which now provides employees may provide notice of their choice to become an ongoing employee using the 'Employee Choice' pathway.

A note has been included in subclause 23.2 (subclause 21.2 in the current Agreement) clarifying employees who receive shift penalties or overtime will not have their ordinary hourly rate increased.

24 Individual Flexibility Arrangements

This is clause 22 in the current Agreement. This clause has been revised and reformatted consistent with changes to the *Fair Work Act 2009* (Cth).

New subclause 24.2 provides the conditions the CEO must abide by if they wish to initiate the making of an individual flexibility arrangement. These include, providing the proposal in writing to the employee, ensuring the employee understands the proposal and meeting with the employee to discuss the proposal if the employee requests to do so.

Subclause 24.5 now includes two further requirements; that the individual flexibility arrangement include the name of the employer and employee and that it describes how the arrangement can be terminated.

New subclause 24.8 provides that termination of an arrangement is effective from the end of the notice period.

New subclause 23.10 provides that clause 12 (Dispute Settling Procedures) applies to disputes raised under this clause.

25 Variation to Working Arrangements for Groups of Employees

This is clause 23 in the current Agreement. There is no change to this clause.

26 Workloads

This is clause 24 in the current Agreement. This clause has been enhanced to provide management must acknowledge receipt of the employee's concerns with 7 days.

27 Flexible Work – General Principles and Requirements

This is clause 25 in the current Agreement. This clause has been improved to provide the types of flexible working arrangements available as well as providing that requests for flexible arrangements will be considered on a case-by-case basis and will be considered favourably subject to reasonable business grounds.

28 Training and Development

This is clause 26 in the current Agreement.

Subclause 28.3 has been updated to remove the reference to the Aboriginal Employment and Career Development Strategy as it is outdated. Aboriginal workforce priorities will be embedded within the NTPS Workforce Strategy.

29 Diversity and Disability in the Workplace

This new clause emphasises the NTPS commitment to supporting sector wide diversity and inclusion strategies that reflects the skills, identities, talents and capabilities of all people including those with disabilities, from culturally and linguistically diverse backgrounds, and senior employees across all departments.

30 Performance Planning and Review

This is clause 27 in the current Agreement. There is no change to this clause.

31 Redeployment and Redundancy

This is clause 28 in the current Agreement. There is no change to this clause.

Part 4 Salaries and Increments

32 Salaries and Allowances

This is clause 29 in the current Agreement. The percentage salary and income related allowances increase will continue to be 3% over the four-year term of the Agreement.

The new subclause 32.5, clarifies that payment of the salary and allowance increases in this Agreement (including any back payments that might apply) shall only be payable to employees who are employed from the commencement of this Agreement.

33 Dental Officer Work Level Description

This is clause 30 in the current Agreement. There is no change to this clause.

34 Assessment for Progression

This is clause 31 in the current Agreement. This clause has been updated in line with the new classification structure. References to the policy have been removed, as there is no relevant policy. The assessment process is provided for within the clause.

Reference to human resource officer has been corrected to reflect the Human Resource function is Workforce Services, DCDD.

35 Increments

This is clause 32 in the current Agreement. This clause has been updated in line with the new classification structure. There is no change to the provision.

36 Superannuation

This is clause 33 in the current Agreement. There is no change to this clause.

37 Salary Sacrifice

This is clause 34 in the current Agreement. References to super contributions being made into an NTGPASS fund have been removed, as employees now contribute into an accumulation account of their choosing.

The clause has been amended to remove the reference to age-based limits on salary sacrificing as these ceased in 2017.

References to the Australian Taxation Office have been replaced with the correct authority being the Commissioner of Taxation.

38 Integrity of Payments

This is clause 35 in the current Agreement. There is no change to this clause.

Part 5 Allowances

39 Allowance in Lieu of Private Practice

This is clause 36 in the current Agreement. Clause 39.4 has been updated to remove the requirement for Dental Officers working a minimum of 0.8 FTE hours to be engaged in outside employment to be eligible for the allowance.

40 Professional Development Reimbursement Payment

This is clause 37 in the current Agreement. This clause has been enhanced to provide Graduate Dentists eligibility to receive the Professional Development Reimbursement Payment on a pro rata basis after completing 6 months continuous service. They will be eligible to receive a second pro rata payment after a further 6 months of continuous service.

The new subclause 40.4(e) provides that an advance payment can be requested where an employee is required to meet substantial costs in advance of an approved professional development activity.

41 Retention and Remote Service Allowance

This is clause 38 in the current Agreement.

Under the current Agreement, eligible Dental Officers become entitled to this allowance upon completing 12 months of continuous service. Under the new Agreement, the allowance will be paid on a common annual payment date, being the commencement date of the Agreement and each anniversary of that date thereafter.

This approach will remove the need for Dental Officers to request payment of the allowance, as it will be processed automatically.

To transition to the new arrangement, eligible Dental Officers will receive an initial pro rata payment covering the period immediately preceding the commencement of the Agreement. Thereafter, the allowance will be paid automatically on each anniversary of the commencement date of the Agreement.

42 Excess Travel Time for Travelling to Remote Communities

This is a new clause that provides time off in lieu of excess time spent travelling to remote communities whilst on duty. The maximum time that may be claimed in any one day cannot exceed 5 hours.

43 Higher Duties Allowance

This is clause 39 in the current Agreement. The clause has been enhanced to provide eligibility to Higher Duties Allowance for Dental Officers performing duties at a higher classification after completing one day of higher duties.

44 Clinical Expertise Allowance

This is clause 40 in the current Agreement. There is no change to this clause.

45 Community Language Allowance

This is a new clause adding Determination 5 of 2024 into the Agreement. It provides an increase to the allowance amount and a new two-tier payment structure.

46 Correctional Facility Allowance

This is a new clause provides Dental Officers a Correctional Facility Allowance for Dental Officers working in a correctional facility. The allowance will be paid at the rate of 6.5% of the employee's ordinary rate of salary, converted into an hourly rate, paid for hours worked in a correctional facility.

47 Northern Territory Allowance

This is clause 42 in the current Agreement. There is no change to this clause.

48 Electricity Subsidy for Employees in Remote Localities

This is clause 43 in the current Agreement. There is no change to this clause.

Part 6 Hours of Work, Breaks, Overtime, Public Holiday Work

49 Span of Hours

This is clause 44 in the current Agreement. There is no change to this clause.

50 Clinic Hours

This is clause 45 in the current Agreement. There is no change to this clause.

51 Remote Community Work

This is clause 46 in the current Agreement. There is no change to this clause.

52 Meal Breaks

This is clause 47 in the current Agreement. This clause has been updated to provide for reasonable unscheduled short tea breaks.

53 Public Holidays

This is clause 48 in the current Agreement. There is no change to this clause.

54 Additional Hours and Overtime

This is clause 49 in the current Agreement. There is no change to this clause.

55 Principles of use of On-call, Overtime and Emergency Duty

This is clause 50 in the current Agreement. There is no change to this clause.

56 On-call

This is clause 51 in the current Agreement. There is no change to this clause.

57 Overtime

This is clause 52 in the current Agreement. There is no change to this clause.

58 Rest Relief after Overtime

This is clause 53 in the current Agreement. There is no change to this clause.

59 Emergency Duty

This is clause 54 in the current Agreement. There is no change to this clause.

60 Averaging of Hours

This is clause 55 in the current Agreement. There is no change to this clause.

Part 7 Leave

61 Personal Leave

This is clause 56 in the current Agreement.

This clause has been updated to clarify employees can use personal leave to attend a medical appointment for preventative care, surgical procedures or to discuss health issues for either themselves or to provide care or support to someone in their immediate family or household.

Documentation requirements for attending a medical appointment is a certificate of attendance either from the registered health practitioner or person who works for the registered health practitioner and will also be accepted for a medical appointment to support an immediate family or household member.

The clause also entitles employees reasonable travel time to and from the medical appointment along with reasonable time to attend the medical appointment.

A note has been added stating employees accessing personal leave without documentary evidence must only access it in accordance with clause 60.1.

62 Infectious Disease Leave

This is clause 57 in the current Agreement. There is no change to this clause.

63 Recreation Leave

This is clause 58 in the current Agreement.

Subclause 63.4 has been enhanced to provide applications will not be unreasonably refused.

New subclause 63.8 provides for the recredit of recreation leave whilst on other forms of leave, such as compassionate leave and personal leave.

64 Recreation Leave at Half Pay

This is a new clause that provides employees the ability to utilise recreation leave at half pay to double the period of recreation leave. Leave entitlements will accrue as if an employee has utilised the amount of recreation leave at full pay.

65 Recreation Leave Loading

This is clause 59 in the current Agreement. There is no change to this clause.

66 Flexible Lifestyle (Purchased) Leave

This is clause 60 in the current Agreement. There is no change to this clause.

67 Compassionate Leave

This is clause 61 in the current Agreement. This clause has been enhanced to include the use of compassionate leave whilst on recreation leave and provides provisions for recreation leave recredit.

68 Christmas Closedown

This is clause 62 in the current Agreement. There is no change to this clause.

69 Cultural and Ceremonial Leave

This is clause 63 in the current Agreement. There is no change to this clause.

70 NAIDOC Week Leave

This is clause 64 in the current Agreement. There is no change to this clause.

71 Kinship Obligation Leave

This is clause 65 in the current Agreement. There is no change to this clause.

72 Domestic, Family and Sexual Violence Leave

This is clause 66 in the current Agreement. There is no change to this clause.

73 Support and Wellbeing - Employee Assistance Program

This is clause 67 in the current Agreement. New subclause 73.4 has been added to clarify that employees accessing approved Employee Assistance Providers will be granted reasonable travel and attendance time without deduction from any leave entitlements.

74 Parental Leave

This is clause 68 in the current Agreement. The examples in subclauses 74.8(b)(iii) (and 74.8(b)(iv) have been updated to the commencement of parental leave as opposed to at the birth of the child.

75 Foster and Kinship Carers Leave

This is clause 69 in the current Agreement. There is no change to this clause.

76 Professional Development Leave

This is clause 70 in the current Agreement. This clause has been updated to clarify dental officers are entitled to 10 days of professional development leave per annum on the commencement of employment.

New clause 76.2 provides employees on fixed term contracts between 6 to 12 months are eligible to receive Professional Development Leave on a pro rata basis.

77 Remote Training Leave

This is clause 71 in the current Agreement. There is no change to this clause.

78 Sabbatical Leave

This is clause 72 in the current Agreement. There is no change to this clause.

79 Long Service Leave

This is clause 73 in the current Agreement. By-Law 8 has been placed into the new Agreement. This is to create consistency as all other leave related by-laws are in the new Agreement.

80 Long Service Leave - Interrupted Employment

This is clause 74 in the current Agreement. There is no change to this clause.

81 Blood and Plasma Donor Leave

This is clause 75 in the current Agreement. This clause has been enhanced to include plasma donation.

82 Organ Donor Leave

This is a new clause that allows employees to participate in the Australian Government's Supporting Living Organ Donors Program. The program provides reimbursement of leave at the National Minimum Wage Rate.

83 Health Screening Leave

This is clause 76 in the current Agreement. There is no change to this clause.

84 Leave to engage in Voluntary Emergency Management Activities

This is clause 77 in the current Agreement. Clause 84.1(a) has been enhanced to provide that leave may be approved for prevention, preparation, response or recovery purposes if an emergency event is predicted.

Subclause 84.1(a)(iii) clarifies auxiliary or volunteer members of the NTPS Fire and Rescue Service are those within the meaning of the Fire and Emergency Management Act 2016.

85 Gender Transition Leave

This is clause 78 in the current Agreement. There is no change to this clause.

86 Defence Service Leave

This is clause 79 in the current Agreement. There is no change to this clause.

87 War Service Leave

This is clause 80 of the current Agreement. There is no change to this clause.

88 Leave to Attend Arbitration Business

This is clause 81 of the current Agreement. There is no change to this clause.

89 Release for Jury Service

This is clause 82 in the current Agreement. There is no change to this clause.

90 Release to Attend as a Witness

This is clause 83 in the current Agreement. There is no change to this clause.

91 Special Leave Without Pay

This is clause 84 in the current Agreement. There is no change to this clause.

Schedule A Salaries

The salary table has been updated in line with the classification restructure and the new salary increases.

Schedule B Allowances

The allowances have been increased in line with the headline wage increase or CPI whichever is applicable.

Schedule C Dental Officer Work Level Descriptions

The Dental Officer Work Level Descriptions have been updated in line with the classification restructure and is a result of the clause 9 review.

Schedule D Northern Territory Public Sector Redeployment and Redundancy Entitlements

There is no change to this Schedule.

Removed Provisions in the Current Agreement

- 9. Review of Certain Matters** - This clause has been removed as all relevant reviews have now been completed and implemented.
- 41. Accident Allowance** – This clause has been removed due to limited use. This provision conflicts with other entitlements such as workers compensation and personal leave, which would be more appropriate to take in the circumstance.

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 to Enquiries.Ocpe@nt.gov.au.

Differences in the proposed Agreement and variations made to the Northern Territory Public Sector Enterprise Award 2016 [MA000151] since the current Agreement was made

The current Agreement was made on 21 July 2023. Since this date there have been variations to the Northern Territory Public Sector Enterprise Award 2016 [MA000151] (the Award). The variations can be found at Northern Territory Public Sector Enterprise Award 2016 [MA000151] | Fair Work Commission (fwc.gov.au).

Minimum Wage and Expense Related Allowances

The variations have included a series of increases to ‘expense related allowances’ and ‘minimum wage adjustments’ as part of the Fair Work Commission’s annual wage reviews. The proposed agreement provides salary and allowance increases (outlined in Schedule A and Schedule B), that are in excess of those provided under the Award (or they are equal to e.g. Northern Territory Allowance).

Superannuation

The Award was varied from 9 April 2024 to insert provisions providing the NES and Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deal with the superannuation rights and obligations of employers and employees; and the rights and obligations in clause 12 (of the Award) supplement those in superannuation legislation and the NES.

It notes employees have the opportunity to choose their own superannuation fund, and if not chosen the employer will make contributions to a stapled fund, or if not made to a stapled fund then compliant fund for the employees’ benefit.

The new Agreement includes superannuation provisions at clause 35.1 which provides, “The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties”; and that “The employer will make the minimum superannuation contributions to a superannuation fund for the benefit of an employee as this will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee”.

Workplace Delegates Rights

The Award was varied from 1 July 2024 to include ‘workplace delegates’ rights’ provisions. The new Agreement provides an updated Workplace Delegates rights provision at clause 15. On 23 January 2026 the Award was varied once more to remove ambiguity or uncertainty in

the provision, this would apply retrospectively to 1 July 2024. The changes to the Award are reflected in the new Agreement.

Right to disconnect

The Award was varied from 26 August 2026 to include 'right to disconnect' provisions. At clause 18 of the new Agreement it provides an employee's right to refrain from engaging in work-related communications and activities, such as emails, telephone calls or other messages, outside of an employee's working hours or during periods of leave or rostered days off.

Casual Employment

The Award was varied from 27 August 2024 to provide updated casual terms, being a pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES.

The new Agreement has been updated at clause 23.5 to reflect this change.