

Offer for a new Aboriginal Health Practitioner Enterprise Agreement

Outlined below are the terms of a 'without prejudice' offer for a new enterprise agreement to replace the existing NTPS Aboriginal Health Practitioner 2018-2022 enterprise agreement ('the current agreement').

This offer takes into account the United Workers Union (UWU) bargaining principles and claims, and reflects the progress made during the negotiation meetings to date.

The offer is consistent with the NT Public Sector Wages Policy 2021-2024 and the NTPS Bargaining Policy 2021-2024, and the terms comprise a complete package of improvements and changes to terms and conditions of employment.

The content of the proposed offer reflects the discussions and collaborative approach that has occurred since the commencement of the negotiations. This means there has been:

- genuine consideration and time to discuss the UWU claims, and Department of Health proposals including NTPS sector-wide common conditions
- sharing of information such as costing of claims and proposals, and
- consideration of operational information including the application and interpretation of current agreement provisions.

The proposals set out below include consideration of the logs of claims received, which have been discussed during negotiation meetings to be incorporated into a new agreement or addressed through other mechanisms.

Proposals

1. Term of Agreement

It is proposed the new agreement (the Agreement) will have a four-year term with an expiry date of 10 August 2026 that will provide employees with job certainty and secured terms and conditions over this period.

2. No Involuntary Redundancies for term of Agreement

There will be no involuntary redundancies (notice of redundancy) for the term of the Agreement. This will not apply to an employee declared potentially surplus to requirements under section 41 of the Public Sector Employment and Management Act 1993 (PSEM Act) and listed on the OCPE Redeployment Database for longer than two years.

3. Lump Sum Payment

There would be a \$4,000 lump sum payment after the Agreement is approved by the Fair Work Commission and \$2,000 lump sum payments payable on the first pay period on

or after 10 August in the years 2023, 2024 and 2025. Overall, employees would receive \$10,000 over 4 years.

Employer superannuation guarantee is applicable to the lump sum payment. However, due to the rules of the defined benefit schemes, employer superannuation guarantee is not applicable to the lump sum paid to NTGPASS and CSS members.

To be eligible for the lump sum payment, employees must be employed on the date the payment is to be made as set out in the Agreement. The lump sum will be payable to employees who are on unpaid parental leave, unpaid personal leave or other leave without pay that is for a period of less than 4 weeks. Part time employees will be eligible for the full lump sum payment (i.e. not pro-rata). Payment provisions will also be included for casual employees, however I note there are currently none employed.

4. Commitment if there are changes to the Wages Policy

Should there be a change to the Wages Policy during the term of the Agreement that provides for additional benefits above those contained in this offer (such as an increase to salaries above the value of the lump sum payment at point 2 of this offer) these will be passed on through a determination.

5. No reduction in current or future rights and entitlements

The Agreement would include a clause that there will be no reduction in current or future employee rights and entitlements as provided in the By-laws and Determination, including provision of allowances and leave arrangements for the term of the Agreement. This excludes any corrections for any under or over payment of salaries.

A new sub-clause will also be included providing that the Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations will not be varied without consultation and agreement with the affected parties prior to the formalisation of an amendment.

Improved NTPS Common conditions

6. New - Christmas Closedown Leave

A NEW entitlement providing paid Christmas Closedown Leave to cover the working days between Christmas and New Year's Day for day workers. If there are operational reasons why an employee is required to work during the Christmas to New Year's Day period (e.g. agency does not closedown), the employee will be able to bank the equivalent working days (on a time for time basis) to be taken within the following 12 months. The entitlement does not accumulate from year to year and is not paid out on cessation of employment.

7. Continue to increase allowances by Consumer Price Index (CPI)

The Agreement would continue CPI indexation of existing allowances in Determination Number 1 of 2022 that are currently adjusted by the September to September Darwin CPI. The allowances will not reduce if the Darwin CPI is negative.

8. Incorporate PSEM by-law leave entitlements in the Agreement

Under the Agreement, leave without pay, miscellaneous leave and defence service leave entitlements refer to the By-laws. The detail of these entitlements would be included in the Agreement to support a comprehensive agreement.

Miscellaneous leave (By-law 18) entitlements would be set out in separate clauses, namely 'Blood Donation Leave', 'Defence Leave' (see item 24 below for this entitlement) and 'Leave to Engage in Voluntary Emergency Management Activities' (See Item 14 below for an enhancement to this entitlement.) Other leave related conditions (e.g. jury service, release to attend as a witness, arbitration business); will be updated in line with the By-laws.

9. Improved leave for disabilities caused by war service (War Service Leave)

The existing entitlements, set out in Determination Number 6 of 2011, would be improved and included in the Agreement to support a comprehensive agreement. To assist veterans and agencies to apply the entitlements, the provisions would make it clear that 'war service' includes peace-keeping service and hazardous operational service.

The improvement will 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 sometime after the recognition of the original disability (e.g. PTSD). Leave is currently only available in relation to the original disability.

10. NEW – Kinship Obligation Leave – Five days paid leave for Sorry Business

This is a NEW entitlement. The Australian First Nation's definition of 'kinship' will be included in the Agreement for the purpose of providing up to 5 days paid leave per annum to attend 'Sorry Business' or related purposes. That definition is:

Australian First Nations kinship where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups or families to which the employee belongs.

The definition was developed by an extensive consultation process involving key Aboriginal NTPS representatives. The 5 days will be in addition to compassionate leave, may be taken in broken periods and at half pay. The 5 days does not accrue and is not cumulative.

11. NAIDOC March and approved activities

This is a NEW entitlement. Paid NAIDOC leave would be available (up to 3 hours) to attend NAIDOC march and NAIDOC week activities. Paid leave will be approved where flextime or time off in lieu are not otherwise available.

12. Foster and Kinship Carer leave

Foster Carer and Kinship Carer Leave, set out in Determination Number 7 of 2020, would be included in the Agreement to support a comprehensive agreement and the existing entitlements improved to provide 2 days paid leave (currently unpaid) to attend Permanent Care Order interviews.

13. Gender Transition Leave

This is a NEW entitlement. Gender transition leave would be available to support employees who are transitioning their gender. Employees (excluding casuals) with at least 12 months service and who have commenced transitioning their gender would be entitled to up to 12 months leave, inclusive of 4 weeks paid and 48 weeks unpaid. Additional paid leave may be requested and granted by the CEO on a case-by-case basis.

14. Leave to engage in voluntary emergency management activities

This is a NEW clause moving Miscellaneous Leave (By-law 18) in relation to volunteering for emergency management activities into the Agreement. The existing provision will be updated and improved to, reflect current legislation and include paid leave for reasonable rest time immediately following the employee's participation in the emergency management activity.

15. Improved Compassionate Leave

There would be a number of improvements to compassionate leave as follows:

- i. 3 days increased to 5 days on the death or serious threat to life of the employee's immediate family or household member, which will now include stillbirths.
- ii. NEW – 3 days paid compassionate leave on the death of the employee's (excluding casuals) extended family member. 'Extended family member' means:
 - a spouse of the employee's child (e.g. son-in-law).
 - a spouse of the employee's sibling (e.g. sister-in-law).
 - an aunt, uncle, niece, nephew or first cousin of the employee.
- ii. NEW – 3 days paid leave if the employee or their partner experiences a miscarriage. The employee must provide a medical certificate from a medical practitioner stating that the employee's pregnancy or the partner's pregnancy has ended. Leave is unpaid for casual employees.

16. Health Screening Leave

Currently 1 hour paid leave is available every 2 years for cancer screening under Miscellaneous Leave (By-law 18). The Agreement would replace this entitlement with a new 'health screening leave' that enables employees to access up to 1 hour of paid leave per year for the purpose of undertaking a health screening test associated with a public health screening program.

A 'health screening test' means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions. If an employee undertakes screening for cancer and mental health in the same year, the maximum entitlement is 1 hour of paid leave.

17. Flexible Lifestyle Leave – Purchased Leave up to 8 weeks

The 'Purchase of Additional Leave (Purchased Leave)' in the current Agreement would be re-named 'Flexible Lifestyle Leave' and enhanced to allow employees to request up to 8 weeks additional leave (currently maximum 6 weeks) per year and to take the leave in blocks of 2 days (currently 1 week minimum).

This is a scheme that enables employees to purchase more leave through regular salary deductions. Conditions will apply, including the requirement for employees to provide a

written plan outlining how they intend to utilise the leave and the purchase must not result in an excess recreation leave balance.

18. Employer superannuation contributions (SG) paid during Parental Leave

Further improvements to parental leave will enable the payment of employer superannuation guarantee contributions (SG) during the first 12 months of parental leave (as if the employee had been at work) to more employees and to provide for increased SG payments.

I am offering to:

- a. NEW - Recognising the support parents need at the time of the birth / placement of their child, a new provision to pay SG during paid and unpaid Partner Leave during the first 12 months as if the employee had been at work. Employees will be eligible if their spouse is also an NTPS employee. (note: employees taking Primary Caregiver Leave already have this entitlement).
- b. NEW - Recognising that women's superannuation earning capacity may reduce when on parental leave, to pay SG at double the legislated rate during a period of paid Primary Caregiver Leave (includes Special Maternity Leave (stillbirth)). Should the employee elect to take any paid parental leave at half pay, the double superannuation contributions will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

19. Primary Caregiver Parental Leave

The offer is providing, for the first time, employees on Partner Leave with employer superannuation payments at the normal legislated rate during their paid and unpaid Partner Leave (conditions apply). Access to combined parental leave is still available where the partner and primary carer are employed within the NTPS.

Parental leave provisions will be updated to clarify that an employee on Partner Leave does not transfer to 'Primary Caregiver Parental Leave' should they take over the carer responsibilities from their partner during the first 14 or 18 weeks following birth (or day of placement). This is how the clause currently operates and there is no change to these entitlements.

20. Expanded definition of 'continuous service' under Parental Leave

To support employment mobility between different agencies within the broader NT Government context, the definition of 'continuous service' in the Parental Leave provisions would be expanded to recognise prior service with an agency for the purposes of the Financial Management Act 1995 (e.g. NT Police Force or Aboriginal Areas Protection Authority). This change will enable more employees to access paid parental leave entitlements. Similar changes would be made to the definition of an 'NTPS Employee Couple' to enable NT Government employees to combine their paid parental leave entitlements.

21. Returning from Parental Leave

Full-time employees returning from parental leave currently have a right 'to request' to convert to part-time employment on fixed term or ongoing basis. Where the employee

wishes to do so, the Agreement would provide a right to return on a part-time basis for up to 6 months. A longer period of leave may be requested and approved by the CEO.

22. Pre-natal Leave

This is a new entitlement. An employee, whose partner is pregnant, or a pregnant employee will be able to access up to 8 hours paid leave to attend pre-natal appointments. Currently employees use personal or other leave or flextime to accommodate these appointments.

23. Pre-adoption

The Agreement would improve the existing entitlement for employees to enable up to 2 days paid leave (currently unpaid) to attend interviews or examinations required in order to obtain approval for the employee's adoption of a child. Casual employees will be eligible for up to 2 days unpaid leave as per the current provisions.

24. Defence Service Leave

An entitlement to paid leave for undertaking defence service (e.g. army reserve) would be included in the Agreement. Entitlements will be equivalent to By-law 14 Defence Leave.

25. Domestic, Family and Sexual Violence Provisions

The existing domestic and family violence provisions are proposed to be expanded to include circumstances where employees have experienced sexual violence (i.e. sexual violence in non-domestic/family situations). The paid leave entitlements currently provided in Miscellaneous Leave (By-law 18); will be included in the Agreement to support a comprehensive agreement. The CEO will retain the ability to approve paid leave (uncapped) for these purposes.

26. Improved Excess Travel Time

Improvements to Excess Travel Time to provide employees above the salary barrier set out in the clause, but who otherwise would meet the excess travel time provisions, with the ability to accrue time off in lieu (not paid overtime). This will apply to employees in receipt of annual salary up to the maximum salary payable to an AHP3. The accrued TOIL is to be taken within three months or as agreed with the Chief Executive Officer.

27. Improved Union delegate training leave – remove service requirements

The existing 12 month service requirement to be eligible for paid union delegate training leave will be removed.

28. Infectious Diseases

Pandemic events are rare and COVID-19 has shown that I am able to quickly and appropriately, respond to rapidly changing circumstances to support employees with a range of entitlements using my powers under the PSEM Act.

Under the Infectious Diseases Leave provisions, a new clause will be included acknowledging that 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*.

29. Safe and healthy work environment

The Agreement would include a new clause in relation to a safe and healthy work environment that provides:

- a. a commitment to supporting sector-wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required; and
- b. for all employees to be granted reasonable unscheduled short rest breaks (other than meal breaks) during work hours to refresh to ensure safe systems of work.

This clause will also provide a commitment from the Agency for a culturally safe work environment for Aboriginal Health Practitioners that works towards Aboriginal health, social wellbeing and cultural security.

30. Work Life Balance and Family Friendly Provisions

Employees would continue to have access to the work life balance options provided under the current Agreement (e.g. part-time employment, and career breaks). For consistency and to ensure employee requests are considered in a timely manner, all requests for flexible work, regardless of the circumstances, will require a response from the CEO (or delegate) within 21 days and may only be refused on reasonable business grounds. 'Reasonable business grounds' will be as defined in the Agreement.

31. Improved Dispute Settling Procedures

The current provisions would be amended to allow all disputes regarding refusals for flexible work or to extend parental leave to be referred to arbitration by a party following unsuccessful attempts at internal resolution and conciliation. This change removes the current exemptions of these disputes provisions. An employee who has a grievance about their treatment in employment can choose to have the decision reviewed in accordance with section 59 of the PSEM Act.

32. New clause - Types of Employment

Propose a new clause to provide definitions of types of employment in the Agreement (common clause) to provide clarity on employment arrangements for ongoing, fixed term, casual, full-time and part-time.

33. Improved conditions for Casuals

Under the Types of Employment clause, new conditions for casuals include minimum daily engagement of a casual is proposed to be 3 hours where superannuation will be paid on the full 3 hours (provided hours do not attract overtime).

Principles will be included in the Agreement to highlight provisions under the National Employment Standards of the Fair Work Act that allow casual employees to request the conversion of their employment to ongoing where the employee has been engaged for a period of at least 12 months where the employee has worked a regular pattern of hours. The employer is obligated to offer conversion from casual employment to full or part-time employment in line with the Fair Work provisions.

Department of Health Specific Conditions

34. Facilitative Clause

A facilitative clause provision that provides for restrictive duty and overtime to be paid above the AHP4 salary barrier in exceptional circumstances.

35. Qualification titles to be replaced with the Australian Qualification Framework levels

The Aboriginal Health Practitioner qualification titles to be replaced with the Australian Qualification Framework levels to allow Aboriginal Health Practitioners to move into a speciality field under the current structure and refining the descriptions for the AHP levels.

Response to Union Claims

Several of the Union claims have been addressed and agreed to, or agreed to in part that are mentioned in my offer above. I have also considered a number of claims that have been discussed during negotiation meetings and propose the following response as part of my offer:

36. Uniforms

Aboriginal Health Practitioners will be provided with an agreed uniform. The Department and Union will agree on the design at the Joint Consultative Committee.

37. Increase to the Professional Development Allowance

The Professional Development Allowance will be increased from \$300 to \$500 with one year to three years continuous service as an Aboriginal Health Practitioner and from \$500 to \$1000 for three years or more continuous service as an Aboriginal Health Practitioner.

38. A review to be conducted into the Attraction and Retention of Aboriginal Health Practitioners

A commitment to undertake a review into the attraction and retention of Aboriginal Health Practitioners within the Department commencing no later than 1 July 2023 and to be completed by 31 December 2023. The review will assess the current workforce profile with a view to growing, developing and retaining the clinical workforce.

39. Ability to access rostered days off when working additional hours

Aboriginal Health Practitioners will be able to accrue a programmed day off every four weeks subject to working the required accrual of hours. Employees working in remote community health centres will be able to accumulate up to five programmed days off.

The above improved offer to represents a good package that provides an appropriate balance between job certainty, improved conditions for employees and which is within the NTPS Bargaining Policy. The offer also reflects the extensive and constructive discussions about issues raised by all parties during bargaining.