

**PROPOSED**

**NORTHERN TERRITORY PUBLIC SECTOR ABORIGINAL  
HEALTH PRACTITIONER**

**2022 – 2025**

**ENTERPRISE AGREEMENT**

**EXPLANATORY NOTES**

**THIS DOCUMENT REFLECTS THE CHANGES IN THE PROPOSED  
AGREEMENT COMPARED WITH THE CURRENT AGREEMENT**

Please note:

- i. Reference to the ‘current Agreement’ means the NTPS Aboriginal Health Practitioner 2018 – 2022 Enterprise Agreement (ID AE506118) and reference to the ‘new Agreement’ means the proposed NTPS Aboriginal Health Practitioner 2022 - 2025 Enterprise Agreement.
- ii. Technical changes made throughout the new Agreement that are not included in the explanatory notes, including:
  - a. the current agreement has been reformatted and reorganised into new parts that collate related entitlements or subject matter;
  - b. adopting gender neutral language and plain English language, where appropriate, without affecting entitlements or conditions;
  - c. changes to address grammar, punctuation and clause numbering updates.
- iii. This document is in order of clause numbers under the proposed new Agreement. Clause numbers vary from the current Agreement due to the alignment of common clauses in the Schedules and the removal of “omitted” clauses.
- iv. Where clauses have been referenced, the clause and sub-clause numbers in the explanatory notes are referring to the new Agreement clauses. Under each clause number is an explanation of how the provision or entitlement has translated from the current Agreement to the proposed Agreement.

The table of contents in the new Agreement are set out as follows:

<b>PART</b>	<b>TITLE</b>	<b>CLAUSE NUMBERS</b>
<b>PART 1</b>	APPLICATION AND OPERATION OF AGREEMENT	1 – 11
<b>PART 2</b>	PROCEDURAL MATTERS	12 - 17
<b>PART 3</b>	EMPLOYMENT ARRANGEMENTS	18 - 31
<b>PART 4</b>	SALARIES AND INCREMENTS	32 - 39
<b>PART 5</b>	ALLOWANCES	40 - 48
<b>PART 6</b>	HOURS OF WORK	49 - 59
<b>PART 7</b>	LEAVE	60 - 88
<b>PART 8</b>	PRESERVED ENTITLEMENTS FOR LONG TERM EMPLOYEES	89 - 90

<b>SCHEDULE</b>	<b>TITLE</b>
<b>SCHEDULE A</b>	NTPS Redeployment and Redundancy Entitlements
<b>SCHEDULE B</b>	Aboriginal Health Practitioner Classification Structure
<b>SCHEDULE C</b>	Salaries – Structure
<b>SCHEDULE D</b>	Allowances

## **PART 1 – APPLICATION AND OPERATION OF AGREEMENT**

### **1. Title**

The titled has changed to reflect the new NTPS Aboriginal Health Practitioner 2022-2025 Enterprise Agreement.

### **2. National Employment Standards**

There is no change to this clause.

### **3. Parties covered by this Agreement**

Name of union changed – United Voice changed to United Workers Union.

### **4. Definitions**

The definition of “Agreement” has been updated to reflect the title of the new Enterprise Agreement.

A range of definitions which were previously contained within clauses, have been moved to the front of the Agreement for ease of reference. There are:

“child” has been updated to mean a child of the person, including a child by birth, an adopted child or step-child. It does not matter whether the child is an adult.

“de facto partner” has been moved from personal and compassionate leave.

“extended family member” is a new definition to align with new provisions under compassionate leave.

“immediate family” has been moved from the compassionate and personal leave clauses.

“medical certificate” means a certificate signed by a registered health practitioner, unless stated otherwise in the relevant clause.

“miscarriage” is a new definition to align with the new provisions under compassionate leave.

“personal leave year” has been moved from the personal leave clause.

“reasonable business grounds” has been moved from the flexible work principles and parental leave clauses.

“registered health practitioner” has been moved from personal leave clause.

“spouse” has been moved from the compassionate and personal leave clauses.

“stillborn” is a new definition to align with the new provisions under compassionate leave.

### **5. Period of Operation**

The period of the new Enterprise Agreement has been updated to reflect the nominal expiry date 10 August 2025.

### **6. Variation of Public Sector Employment and Management Act**

Sub-clause 6.3 updated to advise the by-laws with the exception of long service leave have been incorporated into the 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 Agreement**

Sub clause 9.3 has been removed as the same sub clause is under security of employment.

## **10. Productivity and Efficiency**

There is no change to this clause.

## **11. Dispute Settling Procedures**

The clause has been changed as follows:

- This clause has been amended to allow all disputes regarding refusals for requests for flexible work or to extend parental leave to be referred to arbitration by a party following unsuccessful attempts at internal resolution and conciliation.
- There is a technical change to sub-clause 11.5 (a) of the current Agreement. In the new clause, the sub-clause contains an additional sentence to outline representatives will be dealt with in good faith.
- A new sub clause has also been added to the 'General' section of the clause, providing a pathway for any disputes which commenced under the current Agreement to be dealt with under the provisions of the new Agreement.
- Internal Resolution (clause 11.6 in the current Agreement) – the sub clauses which deal with internal resolution have been changed to simplify the clause. The new clause provides for the same steps to be taken however, the timeframes in the current clause have been removed and replaced by 'reasonably practicable'.
- Arbitration (clause 11.8 in the current Agreement) – A new sub clause has been added. It clarifies which matters are exempt from the arbitration provisions.

## **PART 2 – PROCEDURAL MATTERS**

### **12. Union Rights**

The clause been changed to improve the current entitlement to enable delegates to take paid leave to attend delegate training in their first year of employment, if required and subject to being nominated by the union to attend the course. Currently paid leave is only available to employees with at least 12 months continuous service.

### **13. Management of Change**

The clause has been simplified, however the process (e.g. when CEO must consult) and entitlements are unchanged.

### **14. Joint Consultative Committees**

There is no change to this clause.

### **15. Support and Wellbeing – Employee Assistance Program**

The equivalent clause in the current agreement is clause 15, 'Commitment to Employee Assistance Program'. The clause title has been changed and wording setting out the entitlement simplified. There is no substantive change to conditions or entitlements.

## **16. Safe and Healthy Work Environment**

The title of this clause has been changed for a broader focus on safe and healthy work environments in all areas. Sub clause 16.2 of the current agreement has been omitted as this is a sign-post clause (i.e. does not itself give rise to rights or entitlements) to the grievance review rights under the PSEM Act, which continue to operate under that legislation. A new sub clause 16.2 has been included that provides 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.

A new sub clause 16.5 has been included that states the Department is committed to a culturally safe work environment for Aboriginal Health Practitioners that works towards Aboriginal health, social wellbeing and cultural security.

## **17. Attraction and Retention Review**

A new clause providing for a review into the attraction and retention of Aboriginal Health Practitioners within Department of Health to commence no later than 6 months after the approval of the agreement.

The review is to assess the current workplace profile for the AHP profession, with a view to growing, developing and retaining this important segment of the clinical workforce.

## **PART 3 – Employment Arrangements**

### **18. Transition to the new Aboriginal Health Practitioner Structure**

This is clause 17 in the current Agreement. Employees under the old ATP structure on the day prior to the commencement of this Agreement, as they have not met the requirements to transition to the AHP structure, will automatically transition to the AHP structure on the first pay period commencing on or after 10 August 2022 and will not be eligible for incremental advancements or higher duties until they meet the qualification requirements.

### **19. Types of Employment**

This clause replaces engagement of employees, clause 18 of the current agreement. There is no major change to this clause, it provides details of the different types of employment with ongoing employment as the primary method of employment in the NTPS.

### **20. Full-time Employment**

This is a new clause that outlines the definition of a full-time employee; that is an employee who works 38 ordinary hours of duty per week.

### **21. Part-Time Employment**

This is clause 20 in the current Agreement. Changes to this clause to incorporate Part-time conditions currently provided in Determination Number 9 of 2012. There is a new sub clause 20.7 dealing with what happens where a full-time employee is approved to work part-time for a specified period. The clause provides for the employee to revert to fulltime hours unless a further period of part-time employment is approved.

### **22. Casual Employment**

This is clause 19 in the current Agreement. Improvements to this clause are:

- minimum three hour engagement term introduced, where less than the minimum daily engagement (three hours) are actually worked, superannuation will be paid on the full three hours as if superannuation guarantee applied, provided those hours do not attract overtime payments; and
- an employee's rights to request and an employer's obligation to offer conversion from casual employment to full-time or part-time is provided for in NES.

### **23. Security of Employment**

This is clause 21 in the current agreement. This clause has changed to ensure there will no involuntary redundancies for the term of the new Agreement, except in the circumstance where an employee has been on the Redeployment Database for longer than two years.

### **24. Individual Flexible Working Arrangements**

This is clause 22 in the current agreement. The clause in the new Agreement has been revised for consistency with the *Fair Work Act 2009*. There are no substantive changes to the operation or the conditions/entitlements.

### **25. Variation to Working Arrangements for Groups of Employees**

This is clause 23 in the current agreement with some technical changes for simplification and succinctness. There are no substantive changes to the operation or the conditions/entitlements.

### **26. Workloads**

This is clause 24 in the current agreement. There is no change to this clause.

### **27. Work Life Balance**

This is clause 25 in the current Agreement. This clause has been amended to improve readability. The initiatives are set out under one clause separately from the initiatives which are underpinned by a specific clause elsewhere in the Agreement.

### **28. Flextime Scheme for non-shift workers**

This is clause 26 in the current agreement. There is no change to this clause.

### **29. Training and Development**

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

### **30. Redeployment and Redundancy**

This is clause 29 in the current agreement. There is no change to this clause.

### **31. Uniforms**

This is a new clause that provides that an Aboriginal Health Practitioner will be provided with an agreed uniform to ensure their profession is identifiable

## **PART 4 – Salaries and Increments**

### **32. Classifications – Aboriginal Health Practitioner**

This is clause 30 in the current agreement. The old classification descriptors in Schedule 4 have now been updated to reflect the new classification structure.

### **33. Salaries**

This is clause 32 in the current agreement. The clause has been updated to reflect 3% salary increase effective from first pay period to commence on or after 10 August 2022 and each year for 3 years.

### **34. Payment of Salary**

This is clause 33 in the current agreement. There has been no change to this clause.

### **35. Increments**

This is clause 34 in the current agreement. There has been no change to this clause.

### **36. Superannuation**

This is clause 35 in the current agreement. There has been a minor change to update the legislation and improve readability. There was also a change to address perceived deficiency in NTPS common clause; this was an undertaking which relates to s194(h) of the FW Act.

### **37. Salary Sacrifice**

This is clause 36 in the current agreement. There has been a minor change to update the legislation and improve readability.

### **38. Integrity of Payments**

This clause replaces clause 37 'Recovery of Overpayments' in the current agreement. The clause in the new agreement has been changed to reflect recovery of overpayments as per the *Financial Management Regulations 1995* and to incorporate a clause with regard to the rectification of underpayments.

### **39. Recognition of Previous Experience**

This is clause 38 in the current agreement. There is no change to this clause.

## **PART 5 – Allowances**

### **40. Higher Duties Allowance**

This is clause 39 in the current agreement. There is no change to this clause.

### **41. Professional Development Reimbursement**

This is clause 40, Professional Development Allowance, in the current agreement. The clause has been renamed Professional Development Reimbursement.

There is an increase - employees with one to three years continuous service went from \$300 to \$500 per annum and employees with three years or more continuous service went from \$500 to \$1100 per annum.

### **42. Accident Allowance**

This is clause 41 in the current agreement. There is no change to this clause.

### **43. Meal Allowance**

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

### **44. Allowance for Travelling on Duty**

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

## **45. Excess Travelling Time**

This is clause 44 in the current agreement. The clause has been enhanced to provide an AHP in receipt of salary above the first increment point of the AHP2 level and up to the maximum salary payable to an AHP3 will now be eligible for time off in lieu of payment of excess travelling time.

## **46. Protection of employees**

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

## **47. Compensation for damage to clothes and/or personal effects**

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

## **48. Electricity Subsidy for Employees in Remote Localities**

This is the old clause 47 which brings together 'Electricity Subsidy for Employees in Remote Localities' in the current agreement and provisions for remote locality rental concessions. There is no substantive change to the operation or the conditions / entitlements.

## **PART 6 – Hours of Duty**

### **49. Hours of Duty – Day Workers**

This is clause 48 in the current agreement. A sub clause added to provide AHPs with a PDO.

### **50. Hours of Duty – Shiftworkers**

This is clause 49 in the current agreement. Definition of a shiftworker has been added under this clause.

### **51. Change in Rostered Hours of Duty**

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

### **52. Saturday Duty**

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

### **53. Sunday and Public Holiday Pay**

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

### **54. Christmas Falling on a Saturday or Sunday**

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

### **55. Additional Hours and Overtime**

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

### **56. Facilitative provisions – AHP5, AHP6 and AHP7**

A new clause that provides for an AHP5, AHP6 and AHP7 to receive overtime, on call and standby in exceptional circumstances.

### **57. On call and Standby**

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



## **58. Restriction Duty**

This is clause 56 in the current agreement. There is no change to this clause.

## **59. Tea Breaks**

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

## **PART 7 – Leave**

### **60. Recreation Leave**

This is clause 58 in the current agreement. Definition of a shiftworker has been added under this clause. No change to the provisions of the clause.

### **61. Recreation Leave Loading**

This is clause 59 in the current agreement. There has been a minor change to reflect the correct month regarding the maximum payment of the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings.

### **62. Recreation Leave at Half Pay**

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

### **63. Flexible Lifestyle (Purchased) Leave**

This is clause 61, Purchase of Additional Leave, in the current agreement. The clause title has been changed to reflect a key purpose for taking the leave and the clause simplified. The clause has also been enhanced to allow the purchase of up to eight weeks additional leave (currently 6 weeks) and amended to deal with any excess recreation leave that may occur during the arrangement.

### **64. Personal Leave**

This is clause 62 in the current agreement. The definitions have been moved to the front of the Agreement.

Removal of War Service Leave and Infectious Disease Leave as they now are separate clauses.

### **65. Defence 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.

### **66. War Service Leave**

This is a new clause. The leave 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.

### **67. Infectious Disease Leave**

This is a new clause which moved the elements from the personal leave clause 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 79.2 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*.

## **68. Compassionate Leave**

This is clause 63 in the current agreement. The definitions previously contained in the clause have been relocated to the front of 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 (e.g. aunt, uncle, niece, nephew, cousin) and in the case of a miscarriage.

## **69. Domestic and Family Violence**

This is clause 64 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' as been removed as the provisions regarding the paid leave have been incorporated into the new Agreement.

## **70. 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.

## **71. Cultural and Ceremonial Leave**

This is clause 65 in the current agreement. The clause has been enhanced to provide an employee up to 10 days paid cultural leave for cultural or ceremonial obligations.

## **72. NAIDOC Week Leave**

This is a new clause in recognition of the workforce being entirely Aboriginal Employees. Employees may access up to one day paid leave per year to attend and participate in NAIDOC week activities.

## **73. 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.

## 74. Parental Leave

This is clause 66 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 the CPE's 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 (entitlement depends 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.

## 75. Long Service Leave

This is clause 67 in the current agreement. There is no change to this clause.

## 76. Public Holidays

This is clause 68 in the current agreement. There is no change to this clause.

## **77. Christmas Closedown**

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

## **78. Emergency Leave**

This is clause 70 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.

## **79. Release for Jury Service**

This is clause 71, Employee Called as a Juror or Witness, 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.

## **80. Leave to Attend Industrial Proceedings**

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

## **81. Leave to Attend Arbitration Business**

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

## **82. Release to Attend as a Witness**

This is a new clause. The leave is provided for under clause 71 in the current agreement, which 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.

## **83. Leave for Grievance and Dispute Resolution Training**

This is clause 73 in the current agreement. There is no change to this clause.

## **84. 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.

## **85. 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. The improvement doubles the existing entitlement which is one hour every two years.

## **86. 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.

## **87. 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.).

## **88. 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.

## **PART 8 – Preserved Entitlements for Long Term Employee**

This Part is an alignment across the NTPS General to outline preserved entitlements for employees who commenced prior to 1987 and Compulsory Transferees.

## **89. Northern Territory Allowance**

This is clause 74 in the current agreement. This is a preserved entitlement, the date has been entered in regard to an employee's eligibility.

## **90. Airfares and Other Related Entitlements**

This is clause 75 in the current agreement. There is no change to this clause.

## **Schedule A**

No substantial changes – some grammar/clarification updates.

## **Schedule B**

Clause updated to align previous qualifications with the Australian Qualification Framework.

## **Schedule C**

This was previously Schedule D, this Schedule reflects the salary rates with the 3% wage increase and new designations for those employees on the old structure that transfer to the new structure

## **Schedule D**

This was previously Schedule E, this schedule reflects the updated allowance rates.

## **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 online [www.enterpriseagreements.nt.gov.au/general\\_feedback](http://www.enterpriseagreements.nt.gov.au/general_feedback) . Also visit our website at [current negotiations](#) for more information.