

PROPOSED
NORTHERN TERRITORY PUBLIC SECTOR
DENTAL OFFICERS’
2014 – 2018
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 Northern Territory Public Sector Dental Officers’ 2011–2014 Enterprise Agreement and reference to the ‘new Agreement’ means the proposed Northern Territory Public Sector Dental Officers’ 2014-2018 Enterprise Agreement.
- ii. References to the ‘NTPS Agreement’ mean the Northern Territory Public Sector 2013-2017 Enterprise Agreement.
- iii. Technical changes were required throughout the new Agreement in line with amendments introduced: on 1 January 2012 to the *Public Sector Employment and Management Act* (PSEM Act) (eg ‘permanent employee’ changed to ‘ongoing employee’; ‘temporary employee’ to ‘fixed period employee’); and to the *Fair Work Act 2009* (FW Act).
- iv. Unless otherwise stated, references to clause and sub-clause numbers in the explanatory notes are referring to the current Agreement clauses.

PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1. Title

Amended title to: Northern Territory Public Sector Dental Officers' 2014-2018 Enterprise Agreement.

2. Arrangement

Updated the index list to reflect changes in the new Agreement.

3. Definitions

Updated terminology such as Fair Work Australia with Fair Work Commission (FWC). Added the phrase 'as amended from time to time' after PSEM Act and FW Act to clarify that the agreement applies taking into account any amendments to the legislation during the life of the new Agreement. Added definition of 'OHSNT' as there are references to Oral Health Services NT, and added 'NTPS Agreement' as reference is made to the NTPS 2013-2017 Enterprise Agreement in the new Agreement. Removed reference to 'PSEM Act subordinate legislation' as it is already covered under the definition of the 'PSEM Act'.

4. ~~Coverage of this Agreement~~ Parties Covered by this Agreement

Title amended to reflect 'Parties Covered by this Agreement' which is in line with FW Act.

5. Period of Operation

Updated to reflect the term of the proposed Agreement: Four year agreement, nominated to expire on 21 August 2018.

6. Relationship to the PSEM Act

Aligned wording with the NTPS Agreement by inserting references acknowledging the long established and continuing role of the PSEM Act, and made it clear that the PSEM Act is not incorporated into the agreement. Removed references to Determinations under sub clause 6.2 as specific Dental Officer Determinations, which will provide the same entitlements for the term of the new Agreement, will be issued by the Commissioner for Public Employment under the PSEM Act.

7. No Extra Claims

No change

8. Negotiations for a Replacement Agreement

Amended to allow flexibility of when negotiations for a new agreement can commence by agreement between the parties.

9. ~~Variation of this Agreement Omitted~~

Clause has been omitted. Not required as the FW Act applies and provides terms for the variation of agreements.

10. Objectives of the Agreement

Removed the reference to clause 12 Dispute Settling Procedures as the appropriate consultative mechanism to be utilised for the purpose described under this clause is the new cl 18 Management of Change and Consultation.

11. Productivity

Removed sub-clause 11.4 as these are aspirational provisions about the performance of the NTPS, which do not provide terms, conditions or entitlements of employment, and are not required in the agreement. The changes align with the NTPS Agreement.

12. Dispute Settling Procedures

Updated to reflect new terminology, to be consistent with the NTPS Agreement, and to clarify which provisions of the new Agreement are excluded from the Dispute Settling Procedures (i.e. requests for flexible work arrangements or to extend parental leave refused by the CEO on reasonable business grounds are excluded from Dispute Settling Procedures). New provision added to clarify that an employee who has a grievance about an otherwise excluded matter can utilise section 59 of the PSEM Act to seek a review of a decision.

13. ~~Anti-Discrimination Omitted~~

Omitted: The Anti-Discrimination legislation exists externally to agreement provisions and applies regardless of referencing it in an enterprise agreement. It is not necessary to include in the new agreement.

14. ~~Preventing Harassment and Bullying in the Workplace~~ Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace

Change title and update clause to align with NTPS Agreement and [Employment Instruction Number 13](#).

15. Security of Employment

Clarified there will be no involuntary redundancies arising directly from the implementation of the agreement, and removed sub clauses 15.3 to 15.5 which were procedural in nature and covered by the PSEM Act.

16. Individual Flexible Working Arrangements

Minor changes to terminology and removed requirement to inform the Commissioner for Public Employment when an Individual Flexible Working Arrangement (IFWA) is terminated. Any such requirement to notify the Commissioner for Public Employment is administrative (i.e. not required by

any law) and contained in the IFWA template documents issued by the Office of the Commissioner for Public Employment. Changes to the notice period to effect a termination of IFWA to align with NTPS Agreement and consistent with FW Act, however notice periods are to be agreed to prior to an IFWA being approved.

17. Variation to Working Arrangements for Groups of Employees

No change.

18. Management of Change and Consultation

Title updated and clause replaced with the FW Act 'Model Consultation Term' for enterprise agreements which includes new provisions (i.e. requirement to consult on changes to regular roster or ordinary hours of work) required by the FW Act in all enterprise agreements made from 1 January 2014.

19. Union Rights

Minor change to terminology. No substantive change.

20. ~~Filling of Vacancies Resulting from Substantial Change Omitted~~

Omitted: Clause provisions were procedural in nature and are reflected in [Employment Instruction Number 1](#).

21. ~~Occupational Health and Safety Omitted~~

Omitted: Occupational Health and Safety matters are covered by Work Health and Safety legislation. This legislation applies regardless of referencing it in an enterprise agreement, and therefore it is not necessary to include in the new Agreement.

22. Public Sector Consultative Council

Updated in line with the NTPS Agreement and removed subclauses related to the function and processes of the PSCC as these are procedural in nature and covered by PSEM Act.

PART 2 – GENERAL CONDITIONS OF EMPLOYMENT

Division 1 – Salaries, Allowances and Related Matters

23. Engagement of Employees

No change

24. Rates of Pay

This clause has been updated to reflect new salary rate increases and effective payment dates.

25. Casual Employment

No change.

26. Dental Officer Work Level Description

No change to clause, however Schedule 2 Work Level Descriptors have been revised and updated.

27. Assessment for Progression

Provision amended to clarify the Dental Officers who can apply for pay progression or promotion, that annual increments will not be deferred should an employee's application for progression be unsuccessful, and time frames for any re-assessment processes. Detailed assessment criteria for pay progression/promotion removed from the enterprise agreement to an OHSNT policy (to be established), which can be reviewed and updated on a regular basis. Assessment will involve a clinical review as per current provisions and, under the new Agreement, consideration of the applicant's general performance within the previous 12 months. Membership of the assessment panel (to be known as the 'Clinical Assessment Panel') amended to allow for a Dental Officer above Senior Dentist Level 3 to be one of the three members, replacing the requirement for two Clinical Managers under current Agreement.

28. Increments

Provision amended to clarify the Dental Officer classification levels eligible for annual incremental progression and aligns with NTPS Agreement to provide for additional deferral periods and review provisions.

29. Allowance in lieu of Private Practice

Updated to reflect that the rates and effective date of increases are set out in Schedule 1 of the new Agreement. Some minor changes to wording for consistency across the new Agreement allowance provisions, otherwise no substantive changes.

30. Professional Development Reimbursement Payment

Updated to reflect that the rates and effective date of increases are set out in Schedule 1 of the new Agreement and replaced references to 'financial year' with 'qualifying year' to more appropriately reflect the qualifying periods applicable to employees covered by the agreement (eg 21 August each year or 12 month anniversary of appointment). Also clarified eligibility to make a claim for reimbursement 'after 12 months continuous service', how PDRP qualifying period is deferred by leave without pay, that part time employees entitled to pro-rata rates based on agreed hours of employment, and payment to be made as soon as practicable after claim submitted and approved.

31. ~~Retention Allowance~~ Retention and Remote Service Allowance

Changed title to reflect the overall purpose of the allowance as provided in the current clause, and updated the clause to reflect that the agreed rates and effective date of increases are set out in Schedule 1 of the new Agreement. Other changes made clarify the qualifying periods, that part time employees

are entitled to pro-rata rates based on agreed hours of employment, and for the purpose of the allowance to more specifically recognise there may be additional investment required from remote employees to participate in professional development activities.

32. Higher Duties Allowance

No change.

33. Accident Allowance

Updated reference to current applicable legislation.

34. Northern Territory Allowance

Clarified relationship to PSEM By-law 26 - Northern Territory Allowance.

35. ~~Leave Airfare Allowance Omitted~~

Omitted. Airfare entitlements are provided under PSEM By-law 33 – Airfares.

36. ~~Kilometre Allowance Omitted~~

Omitted. Kilometre Allowance entitlements are provided under PSEM By-law 34 – Kilometre Allowance. The provision is only available to employees with Airfare entitlements.

37. ~~Leave Travelling Time Allowance Omitted~~

Omitted. Leave Travelling Time Allowance entitlements are provided under PSEM By-law 35 – Travelling Time. The provision is only available to employees with Airfare entitlements.

Division 2 – Leave

38. Parental Leave

This clause now refers to the parental leave provisions contained in clause 49 of the [NTPS Agreement](#); employees will need to refer to that clause which sets out the full parental leave entitlement. The reference to the NTPS Agreement provision means that Dental Officers will be able to access parental leave entitlements applicable to general NTPS employees in the current NTPS Agreement, or any successor, for the term of the Dental Officers' new Agreement

Clause 49 of the NTPS Agreement incorporates amendments to FW Act and National Employment Standards (NES) which enhance existing NTPS parental leave entitlements. Changes which reflect the FW Act amendments relate to enhancing entitlements for casuals with regards to transfer to a safe job, partner/concurrent leave, adoption leave, 'Keeping in Touch Days', and reasonable business grounds parameters if the employer refuses requests for extension of parental leave or returning to work on a part-time basis.

In line with the NTPS Agreement and one of the few efficiencies being sought, is the removal of the provision that provides an employee on the first 52 weeks of unpaid parental leave access to personal leave (as per sub-clause 38.10(b) of current Agreement. Refer sub-clause 49.10 of the NTPS Agreement for proposed entitlement). This ensures consistency with the principle that there is no access to personal leave during any periods of unpaid leave that do not count as service. Employees will have access to their accrued recreation leave and long service leave entitlements anytime during unpaid parental leave, an improvement on the current provision (see sub-clause 38.10(a)) which restricts access to such leave to the first 24 months from time of birth or date of placement of the child (adoption).

Compared to the current Agreement provisions, the NTPS Agreement parental leave provisions have been written to improve readability and simplify many of the provisions for better understanding of the entitlements and conditions.

39. Compassionate Leave

Consistent with other leave clauses, this clause has been amended to: move the explanation of the relationship with By-laws and other instruments and the application to casuals to the beginning of the clause; and updated the definition of 'immediate family' and 'spouse' to reflect FW Act definitions.

Addition of new sub-clause regarding notice requirements consistent with other leave provisions and FW Act.

40. Personal Leave

Consistent with other leave clauses, this clause has been amended to: move the explanation of the relationship with By-laws and other instruments to the beginning of the clause, and updated the definition of 'immediate family' and 'spouse' to reflect FW Act definitions.

An addition of a new sub-clause (40.8(c)) has been made regarding documentary evidence requirements in relation to carer's leave to reflect the specific nature of carer's leave. Intended to clarify the evidence that is provided to the CEO to allow the CEO to determine if the leave is for the purposes of sick leave or carer's leave. Clarified that if long service leave is taken at half pay, the recredit of any approved sick leave is also at half pay. Removal of sub-clauses 40.10 (d) and (e) in relation to seeking the opinion of the NT Medical Advisor as both these provisions are mirrored in [Employment Instruction No. 5 Medical Examinations](#) and not required in the Agreement.

41. Recreation Leave

No substantive changes. Changes made to this clause are consistent with the wording under the NTPS Agreement. For example, under definitions, 'continuous service' has been deleted as it isn't referenced in the clause. Sub-clause 41.6 has been updated to reflect that where a public holiday occurs during recreation leave the period of the public holiday is not deducted from the employee's leave entitlement.

42. Recreation Leave Loading

Updated sub-clause 42.1(a)(ii) to reflect a change to ABS reporting periods which is now the 'June' quarter. Removed sub-clause 42.3 as employees are not able to accrue more than two recreation leave loadings.

43. Long Service Leave

The amended clause confirms that LSL entitlements are contained in By-law 8. Sub-clauses 43.2 to 43.6 were removed as they are provided for in the By-law.

44. Remote Training Leave

Clarified the provisions relate to Dental Officers who reside and work outside of the greater Darwin and Alice Springs regions. Transitional provisions at sub-clause 44.16 were removed as they are no longer applicable.

45. Sabbatical Leave

Clarified the provision applies to Dental Officers above Senior Dentist Level 3. Transitional provisions at sub-clause 45.15 were removed as they are no longer applicable.

46. Christmas Closedown

No change.

Division 3 – Hours of Duty and Work Arrangements

47. Span of Hours

No change.

48. Clinic Hours

No change.

49. Meal Breaks

No change.

50. Public Holidays

No substantive change. Updated to reflect the standard Public Holiday clause to be used in all new NTPS Enterprise Agreements. Amended clause provides Public Holiday entitlements will be provided in accordance with the *Public Holidays Act* (NT), that payment for work on a Public Holiday is specified in sub clause 53.3(d) of the new Agreement, and the payment provisions where work is performed on both a public holiday and substitute day. Removed specific days from the current clause as these are in the *Public Holidays Act* (NT), and the reference to being paid salary on a public holiday as this entitlement is provided under section 116 (Payment for absence on public holiday) of the FW Act.

51. Principles of use of on-call, overtime and emergency duty

No change.

51A. Additional Hours and Overtime

New clause inserted to clarify 'Additional Hours' and 'Overtime' provisions, and matters to be considered when considering whether additional hours of work or overtime are reasonable or unreasonable.

51B. Work Loads

New clause inserted provides that employees should be able to achieve an appropriate balance between their work and personal lives, and may to request a review of ongoing and sustained workload issues in the workplace.

52. On-Call

Updated an incorrect clause reference number to Emergency Duty (should be clause 55). Sub-clause 52.6 amended to provide reference to the minimum payment provisions under sub-clause clause 53.4(d).

53. Overtime

Clarified that time off in lieu provisions only apply where an employee is eligible for an overtime payment. Removed sub-clause 53.5 Reasonable Overtime, as the provision has been enhanced and now dealt with under new clause 51A. Amended sub-clause 53.4(d) to align with the NTPS Agreement provisions which reflect that an employee required to perform duty, but not recalled to a place of work, will be entitled to a minimum overtime payment of one hour, whilst an employee required to perform duty who is recalled to place of work will be entitled to a minimum overtime payment of three hours.

54. Rest Relief after Overtime

No change.

55. Emergency Duty

No change.

56. Averaging of Hours

No change.

57. Part-time Employment

New provision inserted at sub-clause 57.7 providing greater flexibility by allowing an employee, with the agreement of the employer, to work fewer or more hours per week than the minimum and maximums stipulated in the agreement (i.e. 14 hours 42 minutes or 58 hours and 48 minutes per fortnight).

58. Remote Community Work

No change.

59. Training and Development

Replaced reference to 'individual development plans' with 'work partnership plans', and removed sub-clause 59.3 which was not directly related to Dental Officers.

60. Work Life Balance

Replace the 'extended leave scheme' and related references with 'advanced notice of extended leave without pay (up to 12 months)' provision. In line with amendments to FW Act, updated sub-clause 60.4 with formal requirements applicable to a request for flexible working arrangements in certain circumstances, and the reasonable business grounds for refusal of requests.

61. Redeployment and Redundancy

Amended to reflect redeployment and redundancy entitlements will be those that apply under Schedule 10 of the NTPS Agreement. Inserted new sub-clauses 61.2 and 61.3 referring to redeployment and redundancy provisions where a transfer of business or transfer of employment occurs.

62. Electricity Subsidy for Employee in Remote Localities

No change.

63. ~~Cashing up of Airfares on a Common Date Omitted~~

Omitted. Cashing up of airfare entitlements are provided under PSEM By-law 33 - Airfares (refer By-laws 33.10 to 33.12).

64. Recovery of Overpayments and Relocation Costs on Cessation of Employment

No change.

65. Superannuation

Updated to reflect current legislation and align with NTPS Agreement. No substantive change.

66. Salary Sacrifice

Updated to reflect current legislation and align with NTPS Agreement. No substantive change.

Schedule 1 – Dental Officer Salaries and Allowances

Updated with new salary and allowance tables for the term of the new Agreement.

Schedule 2 – Dental Officer Work Level Descriptions

Updated with new work level descriptions for all Dental Officer classifications.

~~Schedule 3 – Extended Leave Scheme~~

Removed as the Extended Leave Scheme is being replaced by the advanced notice of extended leave without pay (up to 12 months) provision. Leave without pay is covered by By-law 16 - Special Leave Without Pay.

~~Schedule 3 – Redeployment and Redundancy~~

Provisions now referenced under clause 61 of the new Agreement and refer to the NTPS Agreement provisions which incorporate the following key changes:

PART A entitlements are aligned with the rewritten provisions under the [NTPS Agreement's Schedule 10: Redeployment and Redundancy Entitlements](#)

PART B procedures are covered under [Employment Instruction No. 14: Redeployment and Redundancy Procedures](#)

Key changes

1. Voluntary retrenchment entitlements and notice of redundancy periods remain unchanged. Some minor amendments were made to ensure compliance with minimum NES requirements. Provision included to clarify that the notice periods under sub-clause 5.2 are offset by the redundancy payment provisions of the NES.

The NTPS redundancy entitlement remains generous compared to the NES.

2. The income maintenance provisions following termination due to redundancy have been removed. The existing provisions allow an employee to elect to be terminated (subject to Commissioner approval) during the notice period, rather than serving the whole period. However, the provisions contain an anomaly in that they require an employee to be paid the unexpired portion of the notice period in lieu on termination, and also provide for income maintenance post termination until the notice period has expired. From a practical perspective, the removal of the income maintenance following termination provision has no effect as it is not considered appropriate that rights and obligations arising from an employment relationship continue beyond the termination of that relationship and the Commissioner would not allow such a situation to occur in any case.

3. The income maintenance provisions that apply on the transfer of an employee to a lower level designation and salary, including provisions relating to the impact of personal leave in extending the income maintenance period, were retained and clarified.

4. Definitions have been updated to more closely align with the revised PSEM Act provisions. Consistent with the PSEM Act the Schedule also clarifies that employees cannot be transferred to a lower level designation and salary without their consent.

5. New, practical union consultation provisions have been included and replace the convoluted, historical provisions.

6. Former Part A provisions of a procedural nature have been moved from the Schedule and are covered under Employment Instruction 14 (subordinate legislation under the PSEM Act) setting out procedures for Redeployment and Redundancy situations.

7. In addition, the proposed procedures include the following new concepts:

- Where a redeployee is placed in a longer term fixed period vacancy (i.e. 18 months or over) the employee may elect, subject to CEO's approval, to have his or her redeployee status removed.
- As part of suitability assessment, an agency may offer to place an employee redeployee in a position for a trial period of up to six months, with the employee or the agency having the ability to terminate the arrangement by mutual agreement. If the employee is serving out a period notice of redundancy at the time that the trial takes place, the notice period will be extended by the period of the trial to ensure that the employee does not lose the opportunity to actively seek other suitable employment options if they are not ultimately suitable for the trial position. Trials are available in some other jurisdictions and are considered a useful training mechanism, likely to facilitate positive suitability outcomes.

It should be noted there have been:

- no changes to the requirement to offer an employee voluntary retrenchment before a notification of redundancy;
- no reductions in voluntary retrenchment entitlements;
- no change to the focus on finding suitable employment for redeployees; and
- minor amendments to bring clauses in line with the FW Act.

Information on the proposed 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 4171**.