PROPOSED

Medical Officers

Northern Territory Public Sector

2026 – 2029 Enterprise Agreement

EXPLANATORY NOTES

This document reflects the changes in the proposed 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 *Medical Officers Northern Territory Public Sector 2022 - 2025 Enterprise Agreement* ID [AE520822] and reference to the 'new Agreement' means the proposed Medical Officers Northern Territory Public Sector 2026 – 2029 Enterprise Agreement.

ii. Technical changes have been made throughout the new Agreement that are not included in the explanatory notes, including;

   a. general reformatting, grammar and punctuation updates;

   b. cross referencing sub-clause number references in line with the new Agreement; and

   c. updates to references to the 'Employer', to 'CEO', to reflect correct context (where relevant); to redundant job titles of 'Co-Director'/'Executive Director', to 'Director'; and references to the 'Health Service' or 'enterprise', to the 'Department' (where relevant).

iii. This document is in order of the clause numbers under the new Agreement. 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.

iv. 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.

v. Where clauses have been referenced, the clause in the explanatory notes are referring to the new Agreement clauses. Under each clause is an explanation of how the provision or entitlement has translated from the current Agreement to the new Agreement.

vi. Medical Officers should review both the current and new agreement for full context of all the changes, particularly where there have been significant changes that are summarised in these notes.

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

- *Fair Work Act 2009* (Cth)

- Public Sector Employment and Management Act and Regulations, By-Laws, Employment Instructions and Determinations
- Northern Territory Public Sector Enterprise Award 2016 [MA000151]

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** or Employee Relations, Workforce Services, Department of Corporate and Digital Development on **8922 7193.**

Part 1 Application and Operation of Agreement

1. **Title**

The title has been changed to Medical Officers Northern Territory Public Sector 2026 – 2029 Enterprise Agreement.

2. **National Employment Standards**

There is no change to this clause.

3. **Parties Covered by this Agreement**

There is no change to this clause.

4. **Definitions**

The definition of '**Agreement'** has been changed to reflect the title of the new Agreement (as above).

Reference to 'Rural Registrar' and 'Senior Rural Registrar' has been removed from the definition for '**Doctors in Training'** as these classifications will no longer feature in the new agreement. Any current Medical Officer in these classifications will transition to an equivalent 'Registrar' or 'Vocational Rural Generalist Trainee' classification under the new salary spine. Additionally, 'Vocational' has been added 'Rural Generalist Trainee'.

5. **Period of Operation**

This clause has been changed to reflect the nominal expiry of the new Agreement to be 31 December 2029.

6. **Commitment**

There is no change to this clause.

7. **No Extra Claims**

There is no change to this clause.

8. **Relationship with PSEM Act**

Clause 8.3 has been updated to remove the reference to By-Law 8 Long Service Leave, as it now included in the new Agreement.

9. **Negotiation of Replacement Agreement**

There is no change to this clause.

Part 2 Procedural Matters

10. **Dispute Settling Procedures**

This clause has been updated with improvements to provide consistency with other NTPS agreement common conditions, and changes made within the *Fair Work Act 2009* (FWA). Updates include:

- Allowing requests for extended parental leave to be arbitrated by the Fair Work Commission (FWC);

- Allowing for a dispute raised under the new Agreement, to be carried over to a future agreement;
- Allowing a person to a dispute to appoint another person, organisation or association to accompany or represent them in a dispute; and
- New provisions outlining steps for FWC conciliation and arbitration.

11. **Management of Change**

The clause has been updated with technical changes in line with the FWA.
No substantive changes have been made.

12. **Performance Development**

This clause has been amended to reflect that Medical Officers "and their managers" are required to participate in work partnership planning; and clarifies that where a Medical Officer disagrees with the decision of their manager, and that manager is the Director of Medical Services, then the final decision will be made by the manager of the Director of Medical Services.

13. **Right to Disconnect**

This is new clause detailing a Medical Officer's right to disconnect provisions. The clause details (inter alia) when it's reasonable to disconnect from work, and when its reasonable for the employer to contact the employee, and that the clause is to be read in conjunction with the FWA.

14. **Termination and Fixed Period Employment Contracts**

This is clause 13 in the current Agreement.

There are no changes to the clause.

15. **Workplace Delegate Rights**

This is a new clause to provide that Workplace Delegate Rights will be in accordance with clause 24A of the *Northern Territory Public Sector Enterprise Award 2016* [MA000151].

16. **Commitment to Terms of Reference and Reviews**

This is a new clause that provides a commitment to establishing a Terms of Reference to review provisions and establish frameworks for joint working groups. The working groups will review allowances and conditions in relation to:

- Medical Officers working in correctional facilities; and
- Rural Generalists and Rural Medical Practitioners who transition into management positions (e.g. to Deputy Director Medical Services roles)

A working group will also establish the implementation of a single rostering practice across the Department to improve roster management and support employees wellbeing, fatigue management and work-life-balance.

In addition to the above a new Medical Officer Joint Consultative Committee (MOJCC) will be established which will include ASMOF representation.

Part 3 Flexible Work Arrangements and Facilitative Provisions

17. **Individual Flexibility Arrangements**

This is clause 14 in the current Agreement.

The clause in the new Agreement has been updated for consistency with the FWA.

18. **Variation to Working Arrangements for Groups of Medical Officers**

This is clause 15 in the current Agreement.

There are no changes to the clause.

Part 4 Classification and Remuneration Matters

Salary structure review (removed)

This is clause 16 in the current Agreement.

The clause has been removed as the simplified salary structure review has been undertaken.

19. **Classification Definitions**

This is clause 17 in the current Agreement.

The Classification Definitions have been amended to remove redundant classifications and terms, and provide a range of improvements, including the following:

- Removal of restrictions on periods of fixed period employment across classifications (enabling ongoing employment)
- Removal of the following classifications no longer used:
    - Pre-Vocational Rural Generalist Trainee;
    - Rural Registrar;
    - Senior Rural Registrar;
    - Medical Administrator – Registrar;
    - Community Medical Officer; and
    - Chief Rural Medical Practitioner.
- Removal of reference to the NT Rural Generalist Coordination unit's core function noting Rural Generalist pathways are now established
- Removal of transitional provisions related to the commencement of the current Agreement
- Removal of the following salary progression barriers:
    - Staff Specialist to Senior Staff Specialist; and
    - Rural Medical Practitioner (RMP) to Senior RMP / Rural Medical Administrator, and allowing access to new RL4.6 increment (previous RL5).

- New provisions to clarify Rural Generalist Trainee (RGT), and Senior Rural Generalist Trainee (SRGT) may be employed within any hospital in the Northen Territory (not just the regional/remote locations).
- Rural Generalist has been updated to clarify they will hold a specialist registration as registered with the AHPRA or equivalent and normally the Medical Officer will have at least 4 years relevant experience as an RGT.

Additionally, the Senior Registrar (SREG) classification definitions will be clarified to make it clear that a part-time Medical Officer will be able to progress to SREG1 and SREG2 classification based on their 'full time equivalent' (FTE) hours.

For example, for the purpose of a Medical Officer who is within 2 years of full time service from completing their specialist program, a part time Medical Officer who is 0.5 FTE may progress to SREG1 within 4 years of completing their training.

The classification definition will also be updated to clarify the expected capabilities of SREGs; that progression is based on meeting their training program performance indicators (as determined by the relevant Medical Director and training authority); and that to be eligible for SREG positions the relevant Medical Director must be satisfied that the specialist training pathway aligns with the clinical duties and speciality requirements of the position.

Additionally, the 'Classification Table' has been amended to add 'Trainee' to the end of 'Vocational Rural Generalist'.

20. Salary Progression

This is clause 18 in the current Agreement.

This clause has been improved to provide automatic salary progression within a range of increments, unless performance issues have been identified. The clause also details the provisions for deferral of an increment for performance issues, including avenues to dispute any decision to defer. The clause also clarifies that overtime hours are not used in the calculation of hours worked towards an increment.

21. Salaries

This is clause 19 in the current Agreement.

This clause has been amended to reflect the new simplified salary spine, and transitional increases for some classifications of up to 14.16% (outlined below), as well as the headline pay increase of 2.7%, 2.7, 3% and 3% per annum over the four years, to be applied as follows (with exception of the Community Language Allowance and NT Allowance).

- 2.7% commencing from 12 March 2026
- 2.7% from the first full pay period commencing on or after 1 January 2027
- 3.0% from the first full pay period commencing on or after 1 January 2028
- 3.0% from the first full pay period commencing on or after 1 January 2029

The clause introduces the new **'Simplified Salary Spine and Transition Provisions'** as follows:

'A simplified salary spine is being implemented within this Agreement, to provide greater salary equity across the various craft groups, and to better align the years of

service to equivalent classifications. To achieve these outcomes the simplified salary spine, as set out in Schedule 1, includes:

(a) a grouping of Vocational Trainee (VT), with levels from VT1 to VT8, has been formed which aligns the classifications and designations of Registrars, Senior Registrars, Vocational Rural Generalist Trainees, and Senior Rural Generalist Trainees;

(b) access to additional (higher) increment points for Rural Generalists, Senior Rural Generalists, Rural Medical Practitioners, Senior Rural Medical Practitioners and Rural Medical Administrators, providing equity with and access to Senior Specialist pay rates;

(c) removal of progression barriers within the above classifications, and provides automatic increments for all Medical Officer within their classifications; and

(d) removal of the Rural Registrar and Senior Rural Registrar classifications, with any current employees in these classifications to transition to an equivalent Registrar or Vocational Rural Generalist Trainee classification (e.g. RL1.1 would transition to Reg Yr 1 or RGT1 and so on).

Prior to the above salary increases applying from 12 March 2026, the salary rates for Registrars (Registrars Year 2 to Year 6), that were applicable from 1 January 2025, have been increased by between 7.17% and 14.16% (refer table below), to align them with the rates that were payable to Vocational Rural Generalist Trainees. The table below outline these transitional increases:

Registrar Transitions

Registrar	Salary rate 01/01/2025	Salary rate on transition (immediately prior to salary increase 12/03/26)	Difference increased p.a.	% ↑
Registrar Yr 2	$128,154	$137,601	$9,447	7.37%
Registrar Yr 3	$134,190	$153,195	$19,005	14.16%
Registrar Yr 4	$140,378	$159,322	$18,944	13.49%
Registrar Yr 5	$146,712	$161,754	$15,042	10.25%
Registrar Yr 6	$153,195	$164,185	$10,990	7.17%

Senior Rural Generalists (SRG) and Senior Rural Medical Practitioners (SRMP) may receive a transitional increase of 5.04% or 10.62% depending on their years of service at the SRG3 or RL4.4 classifications as follows in accordance with clauses 21.6 and 21.7.

A Senior Rural Generalist (SRG) level 3 (salary rate of $270 033 per annum, prior to the above salary increases applying from 12 March 2026) with:

(e) between 12 months and 24 months service at the SRG3 level (as at 12 March 2026), will transition to the new SRG4 increment, which is equivalent to the SMO2.2 level (salary rate of $284 367 per annum prior to the above salary increases applying from 12 March 2026); or

(f) more than 24 months service at the SRG3 level (as at 12 March 2026) will transition to the new SRG5 increment, which is equivalent to the SMO2.3 level (salary rate of $298 705 per annum prior to the above salary increases applying from 12 March 2026).

A Senior Rural Medical Practitioner (SRMP) RL 4.4 (salary rate of $270 033, prior to the above salary increases applying from 12 March 2026) with:

(g) between 12 months and 24 months service at the RL4.4 level (as at 12 March 2026) will transition to the new RL4.5 increment, which is equivalent to the SMO2.2 level (salary rate of $284 367 per annum prior to the above salary increases applying from 12 March 2026); or

(h) more than 24 months service at the RL4.4 level (as at 12 March 2026), will transition to the new RL4.6 (old RL5) increment, which is equivalent to the SMO2.3 level (salary rate of $298 705 per annum prior to the above salary increases applying from 12 March 2026).

Any Medical Officer moving up to the new SRG4 or RL4.5 (equivalent SMO2.2 level) in accordance with the above transition provisions would then be eligible to progress to the SRG5 or RL4.6 (equivalent SMO2.3) in accordance with clause 20 (Salary Progression) provisions, after 12 months at that level.'

Expense related allowances will continue to be increased by the September to September Darwin Consumer Price Index and implemented by a Commissioner's Determination in 1 January each year for the term of the Agreement.

The clause is further updated to clarify that income related allowances (with the exception of lump sum allowances) are paid using the same formulae used to calculate salaries; and that the payment of the salary and allowance increases in this Agreement (including any back payments that may apply) shall only be payable to Medical Officers who are employed from the commencement of the Agreement.

The new Agreement sets out the full range of new annual salaries and allowances in tables in Schedule 1

22. Superannuation

This is clause 20 in the current Agreement.

There has been no change to this clause.

23. Salary Sacrifice

This is clause 21 in the current Agreement.

This clause has minor technical updated to refer to the Commonwealth Commissioner of Taxation instead of the Australian Taxation Office.

24. Integrity of Payments

This is clause 90 in the current Agreement.

This clause has been moved as it is related to the payment of salary (recovery of overpayments and rectification of underpayments) and relates to Part 4 remuneration matters. There has been no change to this clause.

Part 5 Allowances

25. Specialist Private Practice Allowance

This is clause 22 in the current Agreement.

The only change to the clause is to remove the reference to the review of the allowance under the current agreement.

26. **Pre-eminent Status Allowance**

This is clause 23 in the current Agreement.

There has been no change to this clause.

27. **Managerial Allowance**

This is clause 24 in the current Agreement.

The only change to this clause is to remove the reference to the Chief Rural Medical Practitioner (CRMP) classification under the level 3 allowance. The CRMP classification is being removed from the Agreement.

28. **Practitioner Allowance**

This is clause 25 in the current Agreement.

The only change to this clause is to remove the reference to the Chief Rural Medical Practitioner (CRMP) classification. The CRMP classification is being removed from the Agreement.

29. **Extended Hours Benefit Payment**

This is clause 26 in the current Agreement.

Changes to this clause include:

- remove references to the review of the payment under the current Agreement; and
- improvements made to expand the payment to the following classifications:
    - Staff Specialist;
    - Senior Staff Specialist;
    - Rural Medical Practitioner;
    - Senior Rural Medical Practitioner;
    - Rural Generalist; and
    - Senior Rural Generalist.

30. **Registrar Rotation Allowance**

This is clause 27 of the current Agreement.

There is no change to this clause.

31. **Attraction and Retention Allowance – Correctional Centres**

This is clause 28 of the current Agreement.

The clause has been updated to clarify the allowance is paid to Medical Officers who are the “the established or relieving / rotating prison Medical Officer performing the full duties of this role” and that it doesn’t apply to those “who may undertake other duty or Medical Officer training programs in a Correctional Centre”. This clause has also been

updated to provide the Regional and Remote Attraction and Retention Allowance in clause 32.6 is not payable while working in Correctional Centres.

32. **Regional and Remote Living Payments and Allowances – Rural Medical Practitioners and Staff / Senior Staff Specialists**

This is a new and improved clause in the Agreement to replace relevant provisions under the current Agreement in clause 29 (Staff/Senior Staff Specialist – Living Payments and Allowances) and clause 31 (Rural Medical Practitioner – Living Payments and Allowances.

The new clause combines the:

- Regional and Remote Attraction Allowance (paid fortnightly); and the Regional and Remote Retention Payment (lump sum) – for Staff / Senior Staff Specialist and Rural Medical Practitioners; and then
- After 12 months continuous service, the above two payments will be combined and become one fortnightly allowance, known as the Regional and Remote Attraction and Retention Allowance.

A transition provision has been included to provide the combined fortnightly payment to commence once Medical Officers received their next lump sum retention payment.

This will then benefit Medical Officers by receiving the payments fortnightly rather than waiting for 12 month lump sums.

The clause clarifies and provides the fortnightly payments are not made when a Medical Officer is receiving the Attraction and Retention Allowance – Correctional Centres.

33. **Rural Allowance – Senior Rural Medical Practitioner and Senior Staff Specialist**

The current Rural Allowance provisions in clause 30 (Senior Staff Specialist Rural Allowance) and clause 31 (Rural Medical Practitioners – Living Payments and Allowances) in the current Agreement have been amalgamated into this new clause.

The clause clarifies the levels to which the allowance is paid (i.e. Senior Staff Specialists (SMO2.1 to SMO2.3), and Senior Rural Medical Practitioners (RL4.1 to RL4.4); and that the payment is in addition to the Regional and Remote Living Payments and Allowances payable in accordance with clause 32.

There are no changes to the allowance rates in containing them in the same clause, other than increases in line with the Agreement.

34. **Rural Medical Practitioners – Revenue Activity Incentive Payment**

This is clause 32 in the current Agreement.

This clause has been improved to include the Senior Rural Generalist Trainee as a classification eligible to receive the payment. It has also been amended to remove the reference to the Chief Rural Medical Practitioner classification as it is being removed from the Agreement.

Additionally, as part of the Medicare reforms, under the Commonwealth Strengthening Medicare Agenda, the Department of Health commits to work with ASMOF to consider any changes that may affect this payment. Should there be any agreed outcomes / recommendations, the Commissioner for Public Employment may give effect through a Determination.

35. **Vocational Rural Generalist Trainee Allowance**

This is clause 33 in the current Agreement.

The clause title has been updated to include the reference to "Vocational" (i.e. Vocational Rural Generalist Trainee (VRGT) Allowance)

The clause has also been improved to allow the payment of the allowance to VRGT's who may be working in all Territory Hospitals (no longer limited to regions).

36. **Professional Development Assistance Package**

This is clause 34 in the current Agreement.

This clause has been improved to harmonise conditions, provide greater equity across the craft groups, and to encourage previous Medical Officers to return to the Territory, by including:

- 5 days exam leave is for Vocational Rural Generalist Trainees (RGT 1 to SRGT 2), consistent with Registrars and Senior Registrars;
- Up to two years of leave may be accrued for Medical Officers with approval from their manager, once the reason for the carry over and intended purpose for the deferred leave is provided, provided the carryover is approved as part of work partnership plan, or other approved learning plan discussion/process; and
- Reinstatement of 50% of unused professional development leave after a period interrupted employment of up to two years, to encourage Medical Officers to return to the Territory. The new interrupted employment criteria are detailed in new Agreement, and are similar to current interrupted employment provisions for other leave recognition.

The clause has also been updated to:

- Remove transition provisions related to the commencement of the current Agreement; and
- Clarify that an 'allotment year' being the period an amount of leave is allocated, is the 12 month period from a Medical Officers commencement of employment (and each 12 months thereafter).

37. **Higher Duties Allowance**

This is clause 35 in the current Agreement.

There is no change to this clause.

Clause 36 was previously Accident Allowance which has been removed from the Agreement.

38. **Meal Allowance**

This is clause 37 in the current Agreement and has been updated to remove the reference to being paid the equivalent of a 3 course meal in lieu of a meal allowance, where the department is able to provide such a meal from a canteen, cafeteria or dining room that is conducted or controlled by the department.

39. **Community Language Allowance**

This is a new clause in the new Agreement.

This is an improved condition providing employees who have bilingual communication skills with an allowance of up to $2 472 per annum, where they are directed by the CEO to use these skills in their employment.

40. **Preserved Entitlement – Northern Territory Allowance**

This is clause 38 in the current Agreement.

This clause has been updated to include the rate of $960 per annum as the rate payable for the allowance.

Part 6 Types of Work, Hours of Work, Overtime and Related Matters

41. **Types of Employment**

This is clause 39 in the current Agreement.

There is no change to this clause.

42. **Full-time Employment**

This is clause 40 in the current Agreement.

There is no change to this clause.

43. **Part-time Employment**

This is clause 41 in the current Agreement.

There is no change to this clause.

44. **Part-time Hours of Duty and Overtime**

This is clause 42 in the current Agreement.

There is no change to this clause.

45. **Fixed Period Employment**

This is a new clause consistent with changes made to the FWA that provides:

"Unless an exception under section 333F of the FW Act applies, fixed period employment contracts must not include a term (end date) that:

(a) specifies a period greater than 2 years; or

(b) creates consecutive contracts (including any contract on 6 December 2023 and any prior consecutive contract) for the same or substantially similar work which totals more than 2 years, or more than 2 contracts.

Note: Section 333F of the FW Act provides a range of exceptions including, but not limited to: a temporary absence of another employee (e.g. backfilling an employee on leave on a temporary transfer or workers compensation); high-income employees (if the employee's guaranteed salary is more than the high income threshold in the year the contract is entered into, currently $190 100 from 1 July 2026 and changes each year, noting that pro-rata applies to part-time employees or employees that work for less than a year); trainees or apprentices; essential work during a peak demand period; work during emergency circumstances; performance of a distinct and identifiable task involving specialised skills; or jobs that rely in whole or in part by government funding.

For the purpose of the above, Specialists are generally above the high-income threshold; and Doctors in Training (trainees) who are engaged under a contract in relation to a training arrangement are also exempt from these provisions."

46. **Casual Employment**

This is clause 43 in the current Agreement.

This clause has been updated to clarify/note that:

- "Casual Medical Officers may be required to perform overtime or shiftwork and will receive appropriate penalty rates calculated on the ordinary hourly rate for such duty. Casual loading will not be used to increase the ordinary hourly rate for payment of overtime or shift penalties"; and
- "A Medical Officer may provide notice, in writing, to their CEO of their choice to become an ongoing employee in accordance with the FW Act. This is known as the 'Employee Choice Pathway", and "The CEO must respond in writing within 21 days of the request, advising of their acceptance or non-acceptance of the change".

47. **Hours of Duty and Shiftwork**

This is clause 44 in the current Agreement.

This clause has been amended to clarify that payments noted as being "calculated to the nearest quarter of an hour" will be paid "based on the actual hours worked" in line with the current payroll processing systems.

48. **Overtime**

This is clause 45 in the current Agreement.

This clause has been amended to:

- Include new fixed hourly call back rates for Specialists in line with the new Agreement; and
- clarify that payments noted as being "calculated to the nearest quarter of an hour" will be paid "based on the actual hours worked" in line with the current payroll processing systems.

49. **Time Off in Lieu of Overtime**

This is clause 46 in the current Agreement.

There is no change to this clause.

50. **Fatigue Leave**

This is clause 47 in the current Agreement.

There is no change to this clause.

51. **Restrictive Duty**

This is clause 48 in the current Agreement.

The clause has been updated to provide a trial of alternative Restrictive Duty models (to be developed by the parties), to consider improvements to the operational and clinical requirements of the Department and Medical Officers. The trial will record current restrictive duty work practices against the proposed models.

The trial is to be conducted within 12 months of the commencement of the Agreement, and should be completed within the following 12 months. Should there be any agreed outcomes/recommendations, the Commissioner may give effect to them through a Determination.

There are no changes to the current restrictive duty payments.

52. **Emergency Duty**

This is clause 49 in the current Agreement.

There is no change to this clause.

53. **Excess Travel Time for Travelling to Remote Communities**

This is clause 50 in the current Agreement.

This clause has been improved to clarify that excess travel outside the ordinary hours of duty for the rostered day will be granted as time off in lieu.

54. **Public Holidays**

This is clause 51 in the current Agreement.

There is no change to this clause.

55. **Work Practice Standards**

This is clause 52 in the current Agreement.

The following wording has been removed from the clause *"It is acknowledged that it is not possible to implement the Work Practice Standards in all work areas at this time"* as the standards should have been introduced.

56. **Principles of Rostering**

This is clause 53 in the current Agreement.

There is no change to this clause.

57. **Rosters**

This is clause 54 in the current Agreement**.**

This clause has been improved to provide that, except in emergency situations necessitating as much medical care being available to the Department as possible, rosters will be developed to provide Medical Officers with:

- a minimum of 48 hours break following a run of consecutive (2 or more) night shifts, before recommencing day shifts; and
- a maximum of 12 consecutive days to be worked in a row, in which case a break of at least 36 hours should follow before the next rostered shift.

In order to provide work units adequate time to prepare for these new roster changeover provisions, work units will be given the first 9 months after the commencement of this Agreement to implement this clause. This time will be used to set in place structures to meet the requirements of this clause but does not mean that work units should not support the changeover provisions to their fullest capacity in the interim where able to.

58. **Audit – Rostering Practices**

This is clause 55 in the current Agreement.

There is no change to this clause.

59. **Reasonable Workload Management**

This is clause 56 in the current Agreement.

This clause has been improved to note that management "will acknowledge receipt within 7 days" of receiving a request to review workloads.

Part 7 Leave and Related Matters

60. **Personal Leave**

This is clause 57 in the current Agreement.

This clause has been improved 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 for their immediate family or household.

Documentation requirements for attending a medical appointment is a certificate of attendance either from the registered health practitioner or a 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 to reasonable travel time to attend the medical appointment.

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

61. **Infectious Diseases Leave**

This is clause 58 in the current Agreement.

There is no change to this clause.

62. **Recreation Leave**

This is clause 59 in the current Agreement.

Improvements made to this clause include

- Inclusion of Determination 1058 of 2024 provisions to provide advance access to recreation leave (before its accrued) for the following medical officer classifications, in their first year of employment:

  (i) Intern;

  (ii) Resident Medical Officer;

  (iii) Senior Resident Medical Officer;

  (iv) Registrar;

  (v) Registrar – Medical Administrator;

(vi) Senior Registrar;

(vii) Hospital Medical Officer;

(viii) Senior Hospital Medical Officer;

(ix) Fellow; and

(x) Vocational Rural Generalist Trainee.

- The clause also provides that where granted access to advanced leave, and the Medical Officer ceases employment prior to it accruing, that any resulting overpayment may be deducted from the final monies due (or would be a recoverable overpayment).
- The 'additional 1 or 2 weeks' recreation leave entitlement due each year after completing '5 or 10 years of service', will now accrue progressively like normal recreation leave, rather than needing to complete a full year for the entitlement to be credited as a 'lump sum'.
- A transition provision will also provide for a pro-rata credit to be applied from the commencement of the Agreement, so that the entitlement will begin accruing from the commencement of the new Agreement for all eligible Medical Officers.
- The clause also provides that Medical Officers may access compassionate leave during a period of recreation leave if supported by documentary evidence. The CEO may approve the equivalent period of recreation leave to be re-credited where this occurs.
- The definition of shiftworker has been updated, for the purpose of the National Employment Standards, to note that it includes an employee who is rostered to work ordinary shifts on any of the 7 days of the week, and is regularly rostered to perform work on Sundays and public holidays.
- The provisions related to interrupted employed have been clarified in relation to where the Medical Officer returns to the department within the defined period of absences in the Agreement. It has been updated to clarify it applies where "the Medical Officer:
    - had commenced employment with the new recognised employer(s) within 2 months of leaving the department; and
    - had continuous service (i.e. unbroken) with the recognised employer(s); and
    - returned within 2 months of the Medical Officer ceasing employment with the recognised employer,

  the period of the Medical Officer's service with the recognised employer does not break the Medical Officers continuous service, however, it does not count towards the length of the Medical Officers continuous service".

63. **Christmas Closedown**

This is clause 60 in the current Agreement.

This clause has been amended to remove the reference to flexitime credits that don't apply to Medical Officers.

64. **Recreation Leave Loading**

This is clause 61 in the current Agreement.

There is no change to this clause.

65. **Compassionate Leave**

This is clause 62 in the current Agreement.

This clause has been improved to provide that compassionate leave may be used during a period recreation leave, subject to the notice and evidence requirements.

66. **Cultural and Ceremonial Leave**

This is clause 63 in the current Agreement.

There is no change to this clause.

67. **NAIDOC Week Leave**

This is clause 64 in the current Agreement.

There is no change to this clause.

68. **Kinship Obligation Leave**

This is clause 65 in the current Agreement.

There is no change to this clause.

69. **Domestic, Family and Sexual Violence Leave**

This is clause 66 in the current Agreement.

There is no change to this clause.

70. **Parental Leave**

This is clause 67 in the current Agreement.

This clause has been improved to provide that a Medical Officer may request to opt out of night shifts during the third trimester of their pregnancy, which will be considered favourably subject to operational requirements. Where approved any alternate shifts will be paid at the appropriate rates within the Agreement.

The clause has been further improved to provide the Commissioner for Public Employment may approve a period of paid parental leave where a Medical Officer's access to the entitlement may be restricted under a term of the Agreement, where supported by the CEO on a case-by-case basis.

A typographical fix has been made to an example used in the Agreement. The following example noted an "Employee with **5** years and 36 weeks…", has been fixed to read an "Employee with **4** years and 36 weeks…" i.e.

Example:

Employee with 4 years and 36 weeks continuous service at the commencement of parental leave receives 16 weeks paid leave and 140 weeks unpaid leave (156-16=140).

A further typographical fix has been made to other examples used in the Agreement. Where the examples state "at the birth" of the child, this should be "at the commencement of parental leave", to be consistent with the clause provision e.g.

Examples:

Employee with 50 weeks continuous service at the commencement of parental leave receives 12 weeks paid leave (50-38=12) and 40 weeks unpaid leave (52-12=40).

Employee with 2 years continuous service at the commencement of parental leave receives 14 weeks paid leave (104-38=66, but the 14 week maximum applies) and 142 weeks unpaid leave (156-14=142).

71. **Workplace support for breastfeeding employees**

This is clause 68 in the current Agreement.

There is no change to this clause.

72. **Foster and Kinship Carers leave**

This is clause 69 in the current Agreement.

There is no change to this clause.

73. **Gender Affirmation Leave**

This is clause 70 in the current Agreement.

There is no change to this clause.

74. **Sabbatical Leave – Senior and Rural Medical Officers**

This is clause 71 in the current Agreement.

The clause has been updated to clarify:

- that completing the 5 years' service to access sabbatical leave needs to be 5 years' service in one or more the classifications eligible for the leave;
- the leave is not available to be utilised at half pay;
- where a Medical Officer is employed under 2 or more separate contracts of employment at the same time, the accrual of sabbatical leave will accrue under each contract separately;
- casual Medical Officers are not eligible for the leave;
- personal leave will not be able to be accessed whilst on sabbatical leave unless exceptional circumstances apply and approved by the Director of Medical Services, or equivalent; and
- the removal of the Chief Rural Medical Practitioner classification from the provision/Agreement.

Transition provisions relating to the commencement of current Agreement have also been removed.

75. **Long Service Leave**

This is clause 72 in the current Agreement.

This clause has been updated to incorporate the current long service leave entitlements for Medical Officers from By-Law 8, and the provisions of current clause 92 Long Service Leave – Interrupted Employment.

76. **Blood and Plasma Donor Leave**

This is clause 73 in the current Agreement.

This clause has been enhanced to include plasma donation.

77. **Health Screening Leave**

This is clause 74 in the current Agreement.

There is no change to this clause.

78. **Support Living Organ Donor Leave**

This is a new clause included to improve the Agreement.

The clause supports employees to participate in the Australian Government's Supporting Living Organ Donors Program. The program provides reimbursement of leave taken to donate an organ, at an equivalent value of the National Minimum Wage Rate.

This clause will be improved to provide the Commissioner for Public Employment may approve a full recredit of a period of organ donor leave taken by a Medical Officer, where supported by the CEO on a case-by-case basis.

79. **Leave to Engage in Voluntary Emergency Management Activities**

This is clause 75 in the current Agreement.

The clause has been improved to clarify the leave may be approved for the prevention, preparation, response or recovery purposes when an emergency event is predicted. The current clause is noted as only providing leave for response and recovery if an emergency event occurs.

The clause also clarifies an auxiliary or volunteer member of the Northern Territory Fire and Rescue Service is one within the meaning of the *Fire and Emergency Management Act 2016.*

80. **Defence Service Leave**

This is clause 76 in the current Agreement.

There is no change to this clause.

81. **War Service Leave**

This is clause 77 in the current Agreement.

There is no change to this clause.

82. **Leave to Attend Industrial Proceedings**

This is clause 78 in the current Agreement.

These is no changes to this clause.

83. **Leave to Attend Arbitration Business**

This is clause 79 in the current Agreement.

There is no change to this clause.

84. **Office Bearer and Representative Leave**

This is clause 80 in the current Agreement.

This clause has been improved to clarify that reasonable time may be provided for preparation or analysis of documents etc required by the representative where approved by their manager.

85. **Release for Jury Service**

This is clause 81 in the current Agreement.

There is no change to this clause.

86. **Release to Attend as a Witness**

This is clause 82 in the current.

87. **Special Leave Without Pay**

This is clause 83 in the current Agreement.

There is no change to this clause.

88. **Flexible Work – General Principles and Requirements**

This is clause 84 in the current Agreement.

The clause has been improved to provide that:

- requests for flexible work arrangements will be considered favourably, and on a case-by-case basis, subject to the reasonable business grounds set out in the current Agreement; and
- that each 'work from home' request will be considered on its merits with no predetermined frequency on when an employee can work from home.

89. **Interrupted Employment**

This is a new clause in the Agreement
(note: this is the Safe and Healthy Work Environment clause which has been moved to clause 96)

The clause 'sign posts' the leave recognition provisions in the new Agreement, to encourage Medical Officers to return to the department after a period of interrputed employment, inlcuding:

- Recreation leave
- Parental leave
- Long service leave (is clause 92 in the current Agreement – Interrupted Employment – Long Service Leave)
- Professional development leave

90. **Support and Wellbeing – Employee Assistance Program**

This is clause 86 in the current Agreement.

The clause has been improved to clarify Medical Officers accessing approved Employee Assistance Providers for the purposes of this clause will be granted reasonable travel and attendance time without deduction from any leave entitlements.

91. **Rotation between hospitals**

This is a new clause in the Agreement

The clause improves conditions by providing that where a Medical Officer is moving locations to take up a mandatory rotational placement with another hospital in the Northern Territory, they will be provided with a break of 24 hours to assist with time required for travel, moving into their new premises, and preparing for their next shift.

The Director of Medical Services may approve an alternative reasonable period depending on the distance to the new location and mode of travel**.**

This clause will not apply where the Medical Officer had a rostered break prior to commencing in the new location and hospital.

92. **Emergency Leave**

This is clause 87 in the current Agreement.

There is no change to this clause.

Part 8 Other Conditions of Employment

93. **Protected Teaching Time – Doctors in Training**

This is clause 88 in the current Agreement.

There is no change to this clause.

94. **Clinical Support Time**

This is clause 89 in the current Agreement.

'Specialist' has been removed from the title, and the conditions have been improved to provide clinical support time to the following classifications:

- Staff Specialist
- Senior Staff Specialist
- Rural Medical Practitioner
- Senior Rural Medical Practitioner
- Rural Generalist
- Senior Rural Generalist
- Rural Medical Administrator.

The clause has also been updated to clarify the allocation of clinical support time duties is shared between eligible Medical Officers.

95. **Professional Standards and Behaviours**

This is clause 91 in the current Agreement.

There are no changes to this clause.

Clause 92 was previously Interrupted Employment – Long Service Leave in the current Agreement. The provisions of this clause will be incorporated under clause 75.16 – Long Service Leave, including a 'sign post' at clause 89 – Interrupted Employment.

96. **Safe and Healthy Work Environment**

This is clause 85 in the current Agreement.

This clause has been improved to provide the CEO will take all reasonably practicable steps to:

- prevent and address psychosocial risks in the workplace;
- support the establishment of committees and/or workgroups, including Health and Safety Representatives in accordance with Employment Instruction 11; and
- to provide for reasonable rest **breaks when working in extreme heat.**

97. **Equity and Inclusion in the Workplace**

This is a new clause in the Agreement.

The clause emphasises the employer's 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.

98. **Climate Change Mitigation and Sustainability**

This is clause 93 in the current Agreement.

There are no changes to this clause.

99. **Redeployment and Redundancy**

This is clause 94 in the current Agreement.

There are no changes to this clause.

SCHEDULE 1 – Rates of Pay and Allowances

Rates of pay have been updated to reflect the new simplified salary spine, and transitional increases for some classifications of up to 14.16% (outlined in clause 21), as well as the headline pay and allowance increases of 2.7% per annum**,** along with the effective dates of the wage increase over the 4 years term.

SCHEDULE 2 – Work Life Balance Initiatives

Recreation Leave at Half Pay

There is no change to this clause.

Flexible Lifestyle (Purchased) Leave

There is no change to this clause.

SCHEDULE 3 – Restrictive Duty Guidelines

There is no change to this clause.

SCHEDULE 4 – Agreement on Consolidated Advice on Medical Officer Termination and Contract of Employment Issues

Clause 4.1.1 of Schedule 4 has been amended to include reference to the *Fair Work Act 2009* provisions that apply to fixed term contracts as follows:

- These arrangements operate in conjunction with the fixed term contract provisions in Division 5 of Part 2-9 of the FW Act.
- The provisions in Division 5 of Part 2-9 of the FW Act prevail over the terms in this Agreement and this Schedule to the extent of any inconsistency.

Clause 4.1.3 has been updated to note a Medical Officer may initiate a disciplinary appeal under section 59A of the PSEM Act, if appropriate in relation to a termination of employment, and to include refence to *Fair Work Act 2009* provisions under Part 3-1 (general protections) or Part 3-2 (unfair dismissal).

SCHEDULE 5 – NTPS Redeployment and Redundancy Entitlements

There is no change to the NTPS Redeployment and Redundancy Entitlements.

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 14 June 2023. Since this date there have been variations to the Northern Territory Public Sector Enterprise Award 2016 [MA0000151] (the Award). The variations can be found at Northern Territory Public Sector Enterprise Award 2016 [MA000151] Fair Work Commission (fwc.gov.au) and include:

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 1), 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 that 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 that 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 a stapled fund, or if no stapled fund to a compliant fund for the employees' benefit.

The new Agreement include superannuation provisions at clause 22 which provides "The subject of superannuation is dealt with extensively by Commonwealth legislation which govern 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 a Medical Officer as this will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Medical Officer".

Workplace Delegate Rights

The Award was varied from 1 July 2024 to include 'workplace delegates' rights' provisions. The new Agreement includes as new clause (clause 15) to be consistent with the Award provisions.

Casual Terms

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 (See sections 66A to 66MA of the Act).

The new Agreement has been updated at clause 46 to reflect this change.

Employee Right to Disconnect

The Award was also varied from 26 August 2024 to include 'employee right to disconnect' provisions. The new Agreement has been updated at clause 13 to be consistent with the Award provisions.