

MEDICAL OFFICERS

NORTHERN TERRITORY PUBLIC SECTOR

2014-2017 ENTERPRISE AGREEMENT

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement will be known as the Medical Officers Northern Territory Public Sector 2014 – 2017 Enterprise Agreement.

2. Arrangement

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3. **Parties covered by this Agreement**

This Agreement covers:

- 3.1 the Northern Territory Commissioner for Public Employment; and

3.2 all Medical Officers employed by the Department of Health with classifications contained in this Agreement; and

3.3 the Australian Salaried Medical Officers' Federation (Commonwealth Branch).

4. **Definitions**

For the purposes of this Agreement:

4.1 "Agreement" means the Medical Officers Northern Territory Public Sector 2014 – 2017 Enterprise Agreement.

4.2 "ASMOF" and "Federation" means Australian Salaried Medical Officers' Federation (Commonwealth Branch).

4.3 "By-law" means a By-law made by the Commissioner under the PSEM Act.

4.4 "CEO" means the Chief Executive Officer of the Department of Health.

4.5 "Commissioner" and "Employer" means the Commissioner for Public Employment in the Northern Territory.

4.6 "Department" means the Department of Health as varied from time to time.

4.7 "Former agreement" means the Medical Officers Northern Territory Public Sector Enterprise Agreement 2011–2013.

4.8 "Medical officer" and "Medical Officer" means any medical practitioner granted registration by the Australian Health Professionals Regulation Authority (AHPRA) employed in a classification covered by this Agreement.

4.9 "PSEM Act" - means the *Northern Territory Public Sector Employment and Management Act* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations, as varied from time to time, made under that Act.

4.10 "work partnership plan" means the mandated performance management system used by the Department in accordance with the PSEM Act.

4.11 "FW Act" means the *Fair Work Act 2009* as amended from time to time.

4.12 "FWC" means the Fair Work Commission.

4.13 "NTPS" means the Northern Territory Public Sector.

5. **Period of Operation**

This Agreement will come into effect seven (7) days after approval from the FWC and will remain in force until 31 December 2017.

6. **No Extra Claims**

The parties undertake that for the term of this Agreement, they will not individually, severally or collectively pursue any further or other claims except where consistent with the NTPS 2013–2016 Wages Policy, nor engage in, encourage or support any industrial action or activity adverse to, or that results in, disruption to the delivery of health services or limitation in the usual performance of duties, including threatened resignation in pursuit of any further or other claims.

7. **Omitted**

8. **Relationship with PSEM Act**

This Agreement will be read in conjunction with the PSEM Act and will prevail over the PSEM Act to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.

9. **Negotiation of Replacement Agreement**

Negotiations to replace this Agreement will commence four months prior to the nominal expiry date of this Agreement or earlier by agreement between the parties.

10. **Omitted**

11. **Omitted**

12. **Dispute Settling Procedures**

12.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.

(a) Subject to paragraph 12.1(b), this clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:

- (i) matters arising under this Agreement; or
- (ii) the National Employment Standards.

(b) However, this clause does not apply in relation to disputes about:

- (i) Refusals for requests for flexible working arrangements on reasonable business grounds under sub-clauses 65.4 of this Agreement and paragraph 49.14(b) of the Northern Territory Public Sector 2013–2017 Enterprise Agreement and section 65(5) of the FW Act.
- (ii) Refusals for requests for extended parental leave on reasonable business grounds under sub-clause 49.13 of the Northern Territory Public Sector 2013–2017 Enterprise Agreement and section 76(4) of the FW Act.
- (iii) Outcomes for pre-eminent status allowance applications.

(c) A Medical Officer who has a grievance about matters referred to in sub-clause 12.1(b) can utilise section 59 of the PSEM Act.

12.2 In the event of a dispute arising in relation to this Agreement, every endeavour will be made to amicably settle the same by direct negotiation and consultation between the parties.

12.3 Without prejudice to either party, and except where a bona fide safety issue is involved, the parties will ensure the continuation of work and that work practices applied during the operation of these procedures are in accordance with this Agreement. Where a bona fide safety issue exists, a Medical Officer will not work in an unsafe environment but, where appropriate, accept reassignment to alternative suitable work in the meantime.

12.4 To facilitate the settlement of any such dispute the following channels of communication will apply:

- (a) The Medical Officers will discuss the matters with their immediate supervisor.
- (b) If the matter is not resolved within 48 hours at this level the Medical Officers may discuss the matter with their representative at a time suitable to the supervisor. Permission for such

discussions will not unreasonably be withheld. The Medical Officer's representative will discuss matters affecting the Medical Officers they represent with the supervisor.

- (c) If agreement is not reached within 24 hours at this level, the Medical Officer or the Medical Officer's representative will discuss the matter with the responsible section head.
- (d) If agreement is not reached within 24 hours at this level, the Medical Officer or the Medical Officer's representative will discuss the matter with the CEO.
- (e) In the event the matter is still not resolved either party will be at liberty to refer the matter to the Commissioner who will determine the matter within 24 hours.
- (f) It is agreed that work will continue during the period of negotiation, discussion, and consultation except in the case of work which is considered to be unsafe. Management will be immediately consulted to determine whether safety regulations are being observed. Work will continue in those areas considered to be safe and other workers may be relocated to these areas.
- (g) The time limits specified above are cumulative and may be extended by agreement between the parties involved.

12.5 Notwithstanding the above, it is open to any party to have the matter referred to the FWC for resolution.

PART 2 – PROCEDURAL MATTERS

13. Individual Flexible Working Arrangements

13.1 The CEO and a Medical Officer covered by this Agreement may agree to make an individual flexible working arrangement to vary the effect of terms of this Agreement (including the Schedules) if the arrangement:

- (a) deals with one or more of the following matters of this Agreement:
 - (i) arrangements about when work is performed;
 - (ii) payment for overtime taken as pay or time off in lieu of payment;
 - (iii) commuted salaries or allowances.
- (b) meets the operational needs of the Department;
- (c) is genuinely agreed to by the CEO and Medical Officer;
- (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
- (e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
- (f) results in the Medical Officer being better off overall than the Medical Officer would have been if no individual flexibility arrangement were agreed to.

13.2 A Medical Officer or CEO can initiate in writing a request for an individual flexibility arrangement.

13.3 The CEO must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the names of the Department and Medical Officer;
- (c) is signed by the CEO and Medical Officer;

- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Medical Officer will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangement; and
 - (e) states the period of operation of the arrangement.
- 13.4 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the Medical Officer a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.
- 13.5 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.
- 13.6 The CEO or Medical Officer may terminate the individual flexible working arrangement:
 - (a) by giving written notice of not more than 28 days (or in accordance with FW Act requirements) to the other party to the arrangement; or
 - (b) if the CEO and Medical Officer agree in writing – at any time.
- 13.7 A Medical Officer may choose to be represented by his or her nominated representative in relation to the development and implementation of individual flexible working arrangements under this clause.
- 14. Variation to Working Arrangements for Groups of Medical Officers**
- 14.1 A group of Medical Officers and the Department may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:
 - (a) hours of work, including rostered days off, restricted duties or flextime;
 - (b) commuted salaries or allowances;
 - (c) meal breaks; and
 - (d) leave.
- 14.2 Agreements to vary working arrangements will:
 - (a) result in more efficient operations;
 - (b) be genuinely agreed to by the majority of Medical Officers involved;
 - (c) result in Medical Officers being better off overall than the Medical Officers would have been if no variation had been made;
 - (d) be recorded in writing and approved by the CEO;
 - (e) if required by the parties, include a mechanism to terminate and/or review the Agreement; and
 - (f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.
- 14.3 Medical Officers may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 14.4 The Federation will be consulted on proposed arrangements prior to the approval of the Commissioner.

15. Termination and Contract of Employment

The Termination and Contract Employment Agreement at Schedule 4 of this Agreement will apply when terminating the employment of a Medical Officer.

16. Management of change

16.1 This clause applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Medical Officers; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

16.2 For a major change referred to in paragraph 16.1(a)

- (a) the Employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 16.3 to 16.9 apply.

16.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

16.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the Medical Officer or employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

16.5 As soon as practicable after making a decision, the Employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Medical Officers; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Medical Officers; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Medical Officers; and
 - (iii) any other matters likely to affect the Medical Officers.

16.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

16.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- 16.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 16.2(a) and subclauses 16.3 and 16.5 are taken not to apply.
- 16.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 16.10 For a change referred to in paragraph 16.1(b):
- (a) the Employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 16.10(a) to 16.13 apply.
- 16.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 16.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the Medical Officer or employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 16.13 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion — provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Medical Officers; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Medical Officers; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 16.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 16.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 16.16 In this clause:

relevant employees means the Medical Officers who may be affected by a change referred to in subclause 16.1

17. Performance management and development

17.1 Medical Officers are required to participate in a work partnership plan which will establish required levels of Medical Officer performance and identify the Medical Officer's performance development objectives.

17.2 The Director of Medical Services or equivalent manager will approve the final plan to ensure compliance with the Department's performance objectives for the medical workforce. Where a Medical Officer disagrees with the decision of Director of Medical Services, the Medical Officer may request that the Principal Medical Adviser review that decision. The Principal Medical Adviser's decision in relation to the matter will be final.

18. Omitted

PART 3 – CLASSIFICATION AND REMUNERATION MATTERS

19. Omitted

20. Classification definitions

General Provisions

20.1 Unless otherwise specified in this clause, the following general provisions apply to a Medical Officer employed under this Agreement:

- (a) Employment of a Medical Officer will be by appointment to a vacancy on an ongoing or fixed term basis;
- (b) A Medical Officer's years of full time equivalent post graduate clinical experience will be recognised for the purposes of determining his/her correct classification level under this clause;
- (c) The CEO or his/her delegate will determine the classification level of a Medical Officer following an appropriate credentialing process.

Intern

20.2 An Intern (RMO) is a Medical Officer in the first post-graduate year of clinical experience with conditional registration.

20.3 Appointment as an Intern is to be for an initial period of one year full time employment (or equivalent).

Resident Medical Officer

- 20.4 A Resident Medical Officer (RMO) is a Medical Officer who has obtained full registration and who has completed the equivalent of at least one year of full time clinical experience.

Senior Resident Medical Officer

- 20.5 A Senior Resident Medical Officer (SRMO) is a Medical Officer in his/her fifth or sixth post-graduate year of clinical experience.

Registrar

- 20.6 A Registrar (REG) is a Medical Officer (basic trainee) who has:
- (a) At least the equivalent of two years full time experience as a Resident Medical Officer;
 - (b) Been admitted to an Australian Medical Council accredited vocational training program leading to a fellowship of a specialist medical college, including those of General Practice and Rural & Remote Medicine; or
 - (c) Not yet been admitted to a program under paragraph(b), but who is performing the full equivalent duties as a Medical Officer so admitted.
- 20.7 Appointment as a Registrar is for an initial period of one year with subsequent appointments up to a maximum period of three years.

Senior Registrar

- 20.8 A Senior Registrar (SREG) is a Medical Officer who has successfully completed Part One (or equivalent) of the requirements for admission to a fellowship of a specialist medical college, and who is within two full time years of completing his/her specialist training program.
- 20.9 Appointment as a Senior Registrar is for a period of up to two years.
- 20.10 A Senior Registrar will progress to SREG2 once he/she has advanced to within one full time year of completing his/her specialist training program for admission to a fellowship.

Fellow

- 20.11 A Fellow (FEL) is a Medical Officer who has successfully completed examinational requirements for appointment as a Fellow of an Australasian Specialist college and who has not yet been appointed as a Staff Specialist.
- 20.12 Appointment as a Fellow is for a maximum period of two years.

Hospital Medical Officer

- 20.13 A Hospital Medical Officer (HMO) is a Medical Officer who has completed not less than the equivalent of four years of post-graduate clinical experience.
- 20.14 A Hospital Medical Officer may not progress beyond the salary point HMO5 of the Hospital Medical Officer classification unless he/she holds a recognised post-graduate qualification or relevant clinical experience.

Senior Hospital Medical Officer

- 20.15 A Senior Hospital Medical Officer (SHMO) is a Medical Officer not enrolled in a vocational training program, who has completed not less than the full time equivalent of seven years relevant clinical experience, or who has a recognised post-graduate qualification.
- 20.16 A position will not be designated as a Senior Hospital Medical Officer position unless the assumption of significant clinical supervisory or administrative responsibilities is required.

Medical Administrator –Registrar

- 20.17 A Medical Administrator – Registrar (MA) is a Medical Officer who has:
- (a) completed not less than the full time equivalent of three years of post-graduate clinical experience consistent with the requirements of the Royal Australian College of Medical Administrators, and who has been admitted to the training program authorised by that College; or,
 - (b) made substantial progress towards the completion of a post-graduate qualification recognised under the training program authorised by the Royal Australian College of Medical Administrators; or
 - (c) relevant clinical and administrative experience.
- 20.18 Appointment as a Medical Administrator - Registrar is on a fixed term basis; provided that where the appointment is in a hospital, the appointment will be for an initial period of one year. Subsequent appointments in a hospital may be for a maximum period of two years.

Community Medical Officer

- 20.19 A Community Medical Officer (CMO) is a Medical Officer who has:
- (a) completed not less than the full time equivalent of four years of post-graduate clinical experience and who possesses a recognised post-graduate qualification; or
 - (b) been admitted to the training program authorised by the Faculty of Public Health Medicine of the Royal Australian College of Physicians; or
 - (c) relevant clinical experience as approved by the CEO or his/her delegate.
- 20.20 A Community Medical Officer will not progress beyond salary point SREG2 unless:
- (a) The Medical Officer holds a recognised post-graduate qualification, such as a Fellowship of the Royal Australian College of General Practitioners; or
 - (b) The Medical Officer is undertaking a specialist training program authorised by the Faculty of Public Health Medicine of the Royal Australian College of Physicians; or
 - (c) The Medical Officer has completed not less than the full time equivalent of seven years post-graduate clinical experience, of which the equivalent of six years must be in a field of medicine relevant to a qualification or training program specified under paragraphs (a) or (b).
- 20.21 A Community Medical Officer who has:
- (a) successfully completed either public health medicine specialist training, or who is a Fellow of the Royal Australian College of General Practitioners but has not been appointed as a Staff Specialist; and
 - (b) completed the equivalent of one year of full time service in medical practice since his/her most recent progression in salary, will progress to the to the salary point FEL1.

Staff Specialist

- 20.22 A Staff Specialist (SC/SMA/SPHM/) is a Medical Officer who has successfully completed a recognised specialist training program and has been admitted as a Fellow of the College authorising the program. Under this sub-clause a Staff Specialist comprises Staff Specialist Clinician, Staff Specialist Medical Administrator and Staff Specialist Public Health Medicine classifications.
- 20.23 A Medical Officer will be appointed within the Staff Specialist salary scale according to the Medical Officer's full time years of service as a Specialist within his/her speciality.

- 20.24 A Medical Officer who has been admitted to the Degree of Master of Public Health, or Master of Tropical Health may be appointed to the classification of Staff Specialist Public Health Medicine; however, he/she will not progress beyond salary point SMO1.1 prior to his/her admission as a Fellow of the Australian Faculty of Public Health Medicine of the Royal Australasian College of Physicians (AFPHM).
- 20.25 A Medical Officer who holds post-graduate qualifications recognised under the training program authorised by the Royal Australian College of Medical Administrators, may be appointed to the classification of Staff Specialist Medical Administrator but will not progress beyond salary point SMO1.1 prior to his/her admission as a Fellow of the Royal Australian College of Medical Administrators.

Senior Staff Specialist

- 20.26 A Senior Staff Specialist (SSC/SSA/SSPH) is a Medical Officer, who has completed not less than the equivalent of six years of full time service in medical practice as a Staff Specialist. Under this sub-clause, Senior Staff Specialist comprises: Senior Staff Specialist Clinician, Senior Staff Specialist Medical Administrator (Director Medical Services), and Senior Staff Specialist Public Health Medicine classifications.
- 20.27 A Medical Officer is not entitled to appointment or progression to the Senior Staff Specialist classification unless he/she has the requisite years of service as a Staff Specialist (or equivalent) and has demonstrated a contribution toward, and capacity to provide future ongoing leadership, in one or more of the following areas:
- (a) clinical excellence;
 - (b) clinical governance;
 - (c) research;
 - (d) medical education; and
 - (e) Medical Officer supervision.

International Medical Graduates

- 20.28 An International Medical Graduate “IMG” who has met the initial requirements for ‘Limited Registration - Area of Need’ medical registration must be undertaking an Australian Medical Council (AMC) pathway (competent, standard or specialist) which will culminate in General Registration or Fellowship of an Australian Specialist College.
- 20.29 The IMG Medical Officer with ‘Limited Registration - Area of Need’ medical registration will be appointed to a position as determined by the CEO or his/her delegate, commensurate with the Medical Officer’s experience and any specialist college assessment, that will enable the Medical Officer to meet the requirements of his/her registration including the supervision and training necessary to progress towards General Registration or Fellowship of an Australian Specialist College.
- 20.30 The IMG Medical Officer with ‘Limited Registration - Area of Need’ registration must comply with the Medical Board of Australia’s registration standard for this category of registration.
- 20.31 The appointment of an IMG to the Staff Specialist classification is conditional on the Medical Officer having been assessed by the relevant specialist college, and being enrolled in the relevant specialist pathway towards specialist registration, and credentialed as a specialist by the CE or his/her delegate.
- 20.32 Progression through the Medical Officer classification will be based upon the IMG’s progress towards general or specialist registration. On achieving general or specialist registration the

Medical Officer will be appointed to a Medical Officer classification with annual progression through the salary scales to occur in accordance with this Agreement for Australian graduates.

Rural Medical Practitioner Classifications

- 20.33 Rural Medical Practitioner means a Medical Officer whose primary duties involve the provision of medical services in Katherine, Tennant Creek, Groote Eylandt, Gove and/or a Remote Community.

Rural Registrar

- 20.34 Appointment to a Rural Registrar position is on a fixed term basis.
- 20.35 A Rural Registrar (RREG) is a Medical Officer employed or regularly performing duties in a rural or remote hospital or community setting who has completed not less than the equivalent of four years full time service in medical practice and who has commenced an AMC accredited vocational training program, but who has not achieved recognised competence to practice independently.

Senior Rural Registrar

- 20.36 Appointment to Senior Rural Registrar position is on a fixed term basis.
- 20.37 A Senior Rural Registrar (SRREG) is a Medical Officer employed or regularly performing duties in a rural or remote hospital or community setting who has:
- (a) successfully completed general practice vocational training of the Royal Australian College of General Practitioners (RACGP) or the Australian College of Rural and Remote Medicine (ACRRM); or
 - (b) successfully completed public health medicine training with the AFPHM;
 - (c) completed the examinational requirements for appointment as a fellow of an Australasian specialist college and who has not yet been appointed as a Rural Medical Practitioner.

Rural Medical Practitioner

- 20.38 A Rural Medical Practitioner (RMP) is a Medical Officer employed or regularly performing duties in a rural or remote hospital or community setting who has advanced skills and experience across a range of areas in rural and remote medicine. The Medical Officer holds a Fellowship (or equivalent) of either the RACGP, ACRRM or AFPHM together with appropriate rural training or equivalent training and experience.

Senior Rural Medical Practitioner

- 20.39 A Senior Rural Medical Practitioner (SRMP) is a Medical Officer employed or regularly performing duties in a rural or remote hospital or community setting who has advanced skills and experience across a range of areas in rural and remote medicine. The Medical Officer holds a Fellowship (or equivalent) of either the RACGP, ACRRM or AFPHM and in addition, has at least one or more advanced skill areas to a senior level of expertise in conjunction with extensive relevant experience.

Rural Medical Administrator

- 20.40 Rural Medical Administrator (RMA) is a Medical Officer employed or regularly performing duties in a rural or remote hospital or community setting who meets the requirements of an RMP under sub-clause 20.38 and who has administrative responsibility for a unit or a significant program or programs within rural and remote practice.

Chief Rural Medical Practitioner

20.41 Chief Rural Medical Practitioner (CRMP) is a Medical Officer who meets the classification requirements of an RMP under sub-clause 20.38 and who has Northern Territory wide administrative responsibility for rural and remote practice.

Rural Generalist Classifications

Rural Generalist Trainee

20.42 A Rural Generalist Trainee (RGT) is a Medical Officer who has been accepted into the Rural Generalist Training Scheme (or equivalent), who is undertaking or has committed to undertake a training program for admission as a fellow of the ACRRM or the RACGP, and has committed to undertaking advanced skill training.

Rural Generalist

20.43 A Rural Generalist (RG) is a Medical Officer employed or regularly performing duties in a rural or remote hospital or community setting who has advanced skills across a range of areas in rural and remote medicine. The Medical Officer will usually have been admitted as a Fellow of the RACGP or ACRRM (or equivalent).

Senior Rural Generalist

20.44 A Senior Rural Generalist (SRG) is a Medical Officer employed or regularly performing duties in a rural or remote hospital or community setting who has advanced skills and experience across a range of areas in rural and remote medicine. The Medical Officer will usually have been admitted as a Fellow of the RACGP or ACRRM (or equivalent), with advanced skills in areas of medicine as determined appropriate by the CEO or his/her delegate from time to time.

Classification table

20.45 The following classifications, classification codes and salary classification levels apply to Medical Officers employed under this Agreement:

Classification	Classification Code	Salary Classification Level(s)
Intern	RMO	MO1
Resident Medical Officer	RMO	MO2-MO3 inclusive
Senior Resident Medical Officer	SRMO	MO4-MO5 inclusive
Registrar	REG	REG1-REG6 inclusive
Senior Registrar	SREG	SREG1-SREG2 inclusive
Hospital Medical Officer	HMO	HMO1-HMO7 inclusive
Senior Hospital Medical Officer	SHMO	SHMO1-SHMO2 inclusive
Medical Administrator – Registrar	MA	REG1-SREG2 inclusive
Community Medical Officer	CMO	REG1-REG6 inclusive SREG1-SREG2 inclusive FEL1
Fellow	FEL	FEL1
Staff Specialist Clinician	SC	SMO1.1-SMO1.6 inclusive
Staff Specialist Medical Administration	SMA	SMO1.1-SMO1.6 inclusive
Staff Specialist - Public Health Medicine	SPHM	SMO1.1-SMO1.6 inclusive
Senior Staff Specialist Clinician	SSC	SMO2.1-SMO2.3 inclusive
Senior Staff Specialist – Director Medical Services	SSA	SMO2.1-SMO2.3 inclusive
Senior Staff Specialist - Public Health Medicine	SSPH	SMO2.1-SMO2.3 inclusive
International Medical Graduate – Resident Medical Officer	RMO/SRMO	MO2-MO5 inclusive Subject to credentialing
International Medical Graduate –	SC/SMA/SPHM/SSC/	SMO1.1-SMO1.6

Senior Medical Officer	SSA/SSPH	Subject to credentialing
Rural Registrar	RREG	RL1.1-RL1.3 inclusive
Senior Rural Registrar	SRREG	RL2.1-RL2.2 inclusive
Rural Medical Practitioner	RMP	RL3.1-RL3.5 inclusive Subject to qualification barrier at RL3.3.
Senior Rural Medical Practitioner	SRMP	RL4.1-RL4.4 inclusive
Rural Medical Administrator	RMA	RL4.2-RL4.4 inclusive
Chief Rural Medical Practitioner	CRMP	RL5
Rural Generalist Trainee	RMO RMO RMO RGT	MO1 – Direct Entry MO2 – Post Grad Yr1 MO3 – Post Grad Yr2 (Advanced skills). Training (FACRRM or FRACGP) RL1.1 – Yr1 RL1.3 – Yr2 RL2.2 – Yr3
Rural Generalist	RG	RL3.3-RL3.5 inclusive
Senior Rural Generalist	SRG	RL4.2-RL4.4 inclusive

21. Salary Progression

- 21.1 Subject to sub-clauses 21.2 and 21.3, a Medical Officer is eligible for annual progression through the scale of salary rates, in accordance with the requirements of clause 20 of this Agreement.
- 21.2 Medical Officers appointed to the classifications of Senior Rural Medical Practitioner, Rural Medical Administrator or Senior Rural Generalist will progress one salary point through the scale of salary rates every two years, subject to the provisions of this clause.
- 21.3 Progression through the scale of salary rates is subject to a Medical Officer demonstrating and applying additional skills and professional knowledge in the workplace, equivalent to one year of full time service in medical practice (two years in the case of Medical Officers specified in sub-clause 21.2). The demonstration of additional skills may be met through training, clinical experience, competency, accreditation and the certification requirements determined from time to time by the relevant postgraduate medical training authority or learned medical college.
- 21.4 The CEO or his/her delegate will determine if a Medical Officer has satisfied the requirements of sub-clause 21.3, following an appropriate credentialing process.
- 21.5 The CEO or his/her delegate may defer or refuse to progress a Medical Officer in the salary scale, if the requirements of this clause are not met by a Medical Officer.

22. Salaries

- 22.1 Salary increases for the life of the Agreement will be as follows:
- (a) 3% increase in salary from the beginning of the first pay period commencing on or after 1 January 2014;
 - (b) 3% increase in salary from the beginning of the first pay period commencing on or after 1 January 2015;
 - (c) 3% increase in salary from the beginning of the first pay period commencing on or after 1 January 2016;
 - (d) 3% increase in salary from the beginning of the first pay period commencing on or after 1 January 2017.
- 22.2 Salaries over the duration of this Agreement are contained in Schedule 1 to this Agreement.

23. **Omitted**

24. **Specialist Private Practice Allowance**

- 24.1 Subject to this clause, a Staff Specialist Clinician or Senior Staff Specialist Clinician registered and currently credentialed to perform clinical duties for 75% of his/her employment with the Department will elect to receive either Category A or Category B Private Practice Allowance as specified in this clause.
- 24.2 A Medical Officer to whom this clause applies will make an election to receive Category A or Category B Private Practice Allowance as soon as practicable after the commencement of his/her employment. Subsequent elections to change between Category A and Category B will take effect from the beginning of the following financial year and only one election can be made in any single financial year.
- 24.3 For the avoidance of doubt, the following Medical Officer classifications are not eligible to receive Category A or Category B Private Practice Allowance under this clause:
- (a) Medical Officers employed in the Rural Medical Practitioner structure;
 - (b) Staff Specialist Medical Administrator;
 - (c) Staff Specialist Public Health Medicine;
 - (d) Senior Staff Specialist Medical Administrator (Director Medical Services); and
 - (e) Senior Staff Specialist Public Health Medicine.

Category A – Private Practice Allowance

- 24.4 A Medical Officer who elects Category A Private Practice Allowance will receive payment of ordinary annual salary as specified in Schedule 1 and additional earnings generated through the relevant private practice trust fund in accordance with the rules of that fund.

Category B – Private Practice Allowance

- 24.5 A Medical Officer who elects to receive Category B Private Practice Allowance will receive payment of ordinary annual salary as specified in Schedule 1 plus the payment of the allowance on a fortnightly basis at the rate of 50% of ordinary annual salary per annum..
- 24.6 Payment of the Category B Allowance will be made to the Medical Officer in return for the assignment of the billings from the Medical Officer's private practice to the Department. Receipt of the Category B Allowance requires a Medical Officer to have signed an undertaking to exercise his/ her rights of private practice to the fullest extent possible (consistent with legislative requirements) with compliance being assessed annually. This undertaking requires the Medical Officer to provide the information necessary to allow the relevant hospital to bill private patients for all billable services provided by him or her, i.e. services to admitted private patients, to privately referred non-admitted patients and to private patients admitted by another doctor. It is agreed that this undertaking is not intended to be used to impose a financial target on a Medical Officer, but to maximise private practice revenue. Specialists who choose to accept the private practice arrangements within the Agreement will undertake to exercise his /her rights of private practice to the fullest extent possible to assist the Department or relevant Health Service to bill private patients for billable services (consistent with the legislative requirements).
- 24.7 Category B Private Practice Allowance will be:
- (a) paid proportionally to the Specialist's contracted hours of work,
 - (b) paid during periods of paid leave; and

(c) counted as salary for the purposes of superannuation.

24.8 Category B Private Practice Allowance will not apply to overtime or paid during periods of unpaid leave.

25. **Pre-eminent Status Allowance**

25.1 Subject to the requirements of this clause, the CEO or his/her delegate may approve the payment of a Pre-eminent Status Allowance to a Staff Specialist or Senior Staff Specialist at a rate specified in Schedule 1.

25.2 The Department will twice yearly invite Medical Officers to submit applications for payment of the allowance. A Medical Officer must submit a written application addressing the criteria under this clause together with supporting evidence to the Medical Officer's claims.

25.3 The CEO or his/her delegate will appoint an Assessment Committee to consider a Medical Officer's application for the allowance. Membership of the Assessment Committee will be determined by the CEO or his/her delegate but will at least comprise four people (including the chairperson), two of which must be Medical Officers employed at the Senior Staff Specialist classification. The Assessment Committee will make a recommendation regarding the appointment to the CEO or his/her delegate.

25.4 In assessing whether a Medical Officer's application for the allowance is meritorious, the Assessment Committee should have regard to the following factors:

- (a) significant and sustained contribution(s) through medical practice to the health and well-being of the population of the Northern Territory;
- (b) leadership within and/or across the medical profession generally, such as participation in professional organisations, committees, faculties, or other relevant bodies;
- (c) demonstrated excellence in clinical practice within the Medical Officer's area of specialty or area of expertise;
- (d) qualifications and distinguished Achievement Awards;
- (e) formal recognition of professional excellence by peers, Northern Territory, national or international agencies;
- (f) academic achievements (if relevant) including research undertaken, publications, grants, lectures; and
- (g) other evidence which exemplifies the status for appointment to the classification.

25.5 Payment of the allowance is for a period of two years and a Medical Officer will be required to submit a new application in accordance with this clause for consideration for a further term of payment.

25.6 An unsuccessful applicant cannot re-apply for payment of the allowance until a period of 12 months has elapsed since the CEO or his/her delegate declined a previous application.

25.7 An applicant may seek a review of a decision made under this clause with respect to his/her application for the allowance in accordance with Department's Grievance Procedures.

26. **Managerial Allowance**

26.1 It is an expectation that in addition to a clinical role, a reasonable level of management responsibility is an essential and inherent part of the duties of a senior Medical Officer. Included in this is a responsibility to ensure teaching commitments are met by actively contributing to and participating in the teaching of junior Medical Officers.

- 26.2 In addition to the salaries prescribed in this Agreement, a Senior Medical Officer appointed by the CEO or his/her delegate to undertake specific additional management responsibilities and who performs the full scope of those duties, will be paid a managerial allowance in accordance with this clause, at a rate specified in Schedule 1.
- 26.3 For the avoidance of doubt, to be paid a managerial allowance, a senior Medical Officer must personally perform the full scope of additional management duties applicable to the level of allowance as defined in this clause, and is accountable to the CEO or his/her delegate for the satisfactory performance of those duties.
- 26.4 To be eligible to be paid a managerial allowance, the additional management responsibilities include direct line management responsibility for a sub-unit, program, unit, department or service and the performance of the following:
- (a) cost centre management including budget preparation, management of allocated budget and allocation of resources;
 - (b) participation in planning and policy development;
 - (c) responsibility for the co-ordination of research, training or teaching programs; and
 - (d) membership and participation in senior management teams, including governance activities.

Level 1 Managerial Allowance – Sub Unit Head

- 26.5 Level 1 allowance is payable to the following senior Medical Officers:
- (a) Senior Staff Specialist Clinician appointed under sub-clause 26.2 as a Sub Unit Head (Surgical Sub Specialties, Ophthalmology, Medical Units or similar);
 - (b) Senior Rural Medical Practitioner appointed under sub-clause 26.2 to coordinate a remote health leadership program; and
 - (c) Senior Staff Specialist Public Health Medicine appointed under sub-clause 26.2 to manage a public health program.
- 26.6 The Level 1 allowance is payable to a senior Medical Officer managing a small work unit and who meets the criteria under sub-clause 26.4. In addition, the senior Medical Officer will, as a minimum, perform human resource management responsibilities including the direct supervision of staff (including other senior Medical Officers and junior Medical Officers), the allocation of resources within the sub-unit and the efficient and effective billing of private patients.

Level 2 Managerial Allowance – Unit Head

- 26.7 Level 2 allowance is payable to the following senior Medical Officers:
- (a) Senior Staff Specialist appointed under sub-clause 26.2 as a Unit Head (Emergency, Anaesthetics, Paediatrics, Surgery or similar);
 - (b) Rural Medical Administrator or Senior Rural Medical Practitioner (Operations) appointed under sub-clause 26.2 to perform management responsibilities at Gove, Katherine and Tennant Creek Hospitals and Top End and Central Australian Remote Medical Units; and
 - (c) Senior Staff Specialist Public Health Medicine appointed under sub-clause 26.2 to coordinate the delivery of a regional public health service.
- 26.8 The Level 2 allowance is payable to a senior Medical Officer managing a work unit with at least 10 Medical Officers (or such number as approved by the CEO or his/her delegate) and who meets the criteria under sub-clause 26.4. In addition, the senior Medical Officer will, as a minimum, perform human resource management responsibilities including the direct supervision of staff (including other senior Medical Officers and junior Medical Officers), allocation of duties, establishment of rosters, performance management of staff and monitoring staffing levels, workloads and hours worked. It is also expected that the senior Medical Officer will participate in clinical outcome measurement and reporting, the implementation of strategic programs and ensure the efficient and effective billing of private patients.

Level 3 Managerial Allowance – Territory-wide Responsibility

- 26.9 Level 3 allowance is payable to the following senior Medical Officers:
- (a) Senior Staff Specialist appointed under sub-clause 26.2 to perform management responsibilities within his/her clinical specialty for all of the Northern Territory; and
 - (b) Chief Rural Medical Practitioner appointed under sub-clause 26.2 to perform management responsibilities for the provision of remote health services for all of the Northern Territory.
- 26.10 The Level 3 allowance is payable to a senior Medical Officer who meets the criteria under sub-clauses 26.4 and 26.8. In addition, the senior Medical Officer will, as a minimum, provide for and/or contribute to, clinical and/or public health leadership, implementing quality improvement, measurement, reporting and leading improvements in the clinical operation of his/her specialty or public health.

Level 4 Managerial Allowance – Co-Director

- 26.11 Level 4 allowance is payable to a Senior Staff Specialist appointed under sub-clause 26.2 to perform management responsibilities as a Co-Director of Medicine, Maternal and Child Health or Surgery and Critical Care in the Royal Darwin Hospital or Director Disease Control.
- 26.12 The Level 4 allowance is payable to a senior Medical Officer who meets the criteria under sub-clause 26.4 (and where relevant, sub-clause 26.6). In addition the senior Medical Officer will have significant additional and strategic responsibilities as a member of the relevant executive management team. These responsibilities include a strategic leadership role in the development, reform, coordination and delivery of cost effective and integrated health services and delivery models across the Acute Care and Public Health Networks, incorporating quality and safety, best practice, representation on high level committees (national and intra-Territory), research and staff development.
- 26.13 Managerial allowances are not cumulative and are only payable for the period in which the senior Medical Officer has been allocated the additional managerial responsibilities by the CEO or his/her delegate.

- 26.14 Managerial allowances may be withdrawn with one month's notice by the CEO or his/her delegate if he/she determines:
- (a) the senior Medical Officer is no longer required to undertake the relevant management responsibilities; or
 - (b) the senior Medical Officer is not performing the full scope of additional management duties, or not performing those duties to a satisfactory standard, as defined for that level of allowance.
- 26.15 Managerial allowance counts as salary for all purposes.
- 26.16 Schedule 5 to this Agreement provides a list of indicative positions that fall within the parameters of this clause. A final determination with respect to a Medical Officer's eligibility will be subject to the approval of the CEO or his/her delegate.
- 27. Practitioner Allowance**
- 27.1 Subject to this clause, a Medical Officer holding one of the following classifications is eligible to receive payment of a Practitioner Allowance:
- (a) Senior/Staff Specialist Medical Administrator;
 - (b) Senior/Staff Specialist Public Health Medicine;
 - (c) Senior Rural Generalist;
 - (d) Chief Rural Medical Practitioner;
 - (e) Rural Generalists; and
 - (f) Rural Medical Administrators
- 27.2 The allowance will be paid at 30% of the Medical Officer's base salary as specified under Schedule 1.
- 27.3 The allowance will be paid fortnightly, count as salary for superannuation purposes and will be payable during periods of paid leave. Part-time Medical Officers will receive a pro rata payment according to their contracted hours of work.
- 28. Extended Hours Benefit Payment**
- 28.1 In addition to salary and allowances payable under this Agreement, a Senior/Staff Specialist Medical Officer employed in an Emergency Department, Anaesthetics Department or Intensive Care Unit at Royal Darwin or Alice Springs Hospitals is eligible for the payment of an Extended Hours Benefit Payment at the rate of 25% of the Medical Officer's base salary as specified under Schedule 1.
- 28.2 The Extended Hours Benefit Payment is paid in recognition of the requirement for Senior/Staff Specialists employed in the above departments/units to provide extended ordinary hours coverage from 0800 hours to 2200 hours on a seven day per week basis. To be eligible for the payment the Medical Officer must participate in the unit roster in compliance with requirements of this clause.
- 28.3 The Extended Hours Benefit Payment is payable fortnightly and counts for superannuation purposes. It is payable during periods of paid leave. Part-time Medical Officers will receive a pro rata payment according to their contracted hours of work.
- 28.4 The terms of clause 14 Variation to Working Arrangements for Groups of Medical Officers may be applied with respect to the provisions under this clause.

29. Registrar Rotation Allowance

- 29.1 A Registrar who is required to undertake a placement by rotation as part of his/her Australian Medical Council accredited training program will maintain his/her current salary level throughout his/her placement. Where this placement is in a rural location, an additional allowance will be paid at the rate specified in Schedule 1 of this Agreement. The allowance will count as salary for all purposes.
- 29.2 If a Registrar/Senior Registrar or Hospital Medical Officer/Senior Hospital Medical Officer requests a placement at a lower level as part of his/her personal development the Medical Officer will be required to take a salary reduction by agreement and be paid at the classification level of the position being occupied during the placement.

30. Rural Medical Practitioners – Living Payments and Allowances

Attraction Allowance and Retention Payment

- 30.1 In recognition of the social and professional isolation associated with rural and remote service, a Medical Officer holding a classification of Rural Medical Practitioner (RL1.1 to RL5), or Rural Generalist (RGT1 to SRG3), is eligible to receive Regional and Remote Living Payments comprising of a Regional and Remote Attraction Allowance and a Regional and Remote Retention Payment. These payments will be made in accordance with this clause and the rates specified in the Schedule 1.
- 30.2 The Regional and Remote Living Payments will be payable in accordance with the following categories:
- (a) Level 1 – A Medical Officer residing in Darwin and performing the majority of his/her duties in regional and remote areas;
 - (b) Level 2 - A Medical Officer residing in Katherine, Alice Springs or Nhulunbuy and performing the majority of his/her duties in regional and remote areas;
 - (c) Level 3 - A Medical Officer residing in Tennant Creek or remote NT communities and performing the majority of his/her duties in regional and remote areas;
- 30.3 The allowance will be paid fortnightly, count for superannuation purposes, and be payable during periods of paid leave. Part-time Medical Officers will be eligible for a pro-rata entitlement according to their contracted hours of work.
- 30.4 The Regional and Remote Retention Payment will be paid to the Medical Officer as a lump sum at the completion of each 12 months of service. Part-time Medical Officers will be eligible for a pro-rata entitlement according to their contracted hours of work.

Senior Rural Medical Practitioner Allowance

- 30.5 In addition to the Regional and Remote Living Payments payable in accordance with this clause, a Senior Rural Medical Practitioner is eligible to receive payment of a fortnightly Practitioner Allowance at a rate specified in Schedule 1.
- 30.6 Omitted
- 30.7 The Senior Rural Medical Practitioner Allowance counts as salary for superannuation purposes and is payable during periods of paid leave. Part-time Medical Officers will receive a pro rata payment according to their contracted hours of work.

31. Rural Medical Practitioners – Revenue Activity Incentive Payment

- 31.1 Subject to Commonwealth eligibility conditions as amended from time to time, Medical Officers holding the following Remote Medical Practitioner and Rural Generalist classifications are eligible to receive Revenue Activity Incentive Payments in accordance with this clause:

- (a) Rural Registrar;
- (b) Rural Generalist Trainee
- (c) Senior Rural Registrar;
- (d) Rural Medical Practitioner;
- (e) Rural Generalist;
- (f) Rural Medical Administrator;
- (g) Senior Rural Medical Practitioner;
- (h) Senior Rural Generalist; and
- (i) Chief Rural Medical Practitioner.

31.2 The Revenue Activity Incentive Payments are derived from an arrangement whereby a percentage of revenue generated from the individual Medical Officer's billing for client services, including Medicare and other sources, is collected by the Department and paid to the Medical Officer on a quarterly basis. The remainder of the revenue is retained by the Department for the purposes of funding health services and providing administrative assistance.

31.3 To be eligible to participate in the arrangement and receive the payments the Medical Officer must arrange for eligible revenue payments to be billed by the Department. This includes the completion and lodgement of an application to Medicare Australia for a 'Request for Pay Group Link' (or equivalent) assigning all Medicare benefit cheques to the Department. The Medical Officer is ineligible to receive any Revenue Activity Incentive Payments until such time as the necessary approvals have been given by Medicare Australia.

31.4 A Medical Officer's entitlement to the payment will be calculated according to the amount of revenue generated by the Medical Officer in the immediate previous quarter. The payment will be paid to the Medical Officer in a lump sum with salary within six weeks of the conclusion of the relevant quarterly period.

31.5 The entitlement to the payment will be calculated in accordance with the following levels and criteria:

- (a) Level 1 – A Rural Medical Practitioner residing in Darwin and performing the majority of his/her duties in regional and remote areas: 50% of revenue generated by the Medical Officer up to a maximum payment of \$75,000 per annum.
- (b) Level 2 – A Rural Medical Practitioner residing in Katherine, Alice Springs or Nhulunbuy and performing the majority of his/her duties in regional and remote areas: 50% of revenue generated by the Medical Officer up to a maximum payment of \$85,000 per annum.
- (c) Level 3 – A Rural Medical Practitioner residing in Tennant Creek or another remote NT community and performing the majority of his/her duties in regional and remote areas: 50% of revenue generated by the Medical Officer up to a maximum payment of \$100,000 per annum.

31.6 The maximum payments specified under sub-clause 31.5 are inclusive of the superannuation guarantee amount due to the Medical Officer with respect to the Revenue Activity Incentive Payment.

31.7 Revenue Activity Incentive Payments are subject to PAYG taxation, count as salary for superannuation purposes and do not count as salary for the purposes of overtime, penalties and allowance.

32. **Professional Development Assistance Package**

General

- 32.1 For the purposes of this clause, *professional development activities* mean the following:
- (a) fees for professional courses, tuition, conferences, study tours, or similar;
 - (b) fees for professional bodies where eligibility for membership is essential for professional registration and/or practice in the Public Sector;
 - (c) subscriptions to technical/business publications, including electronic subscriptions;
 - (d) fees for attendance at specialist college examinations; and
 - (e) travel costs, accommodation, meals and incidental expenses for the purposes of attending a professional development activity.

32.2 The provisions under this clause comprise the full entitlement for professional development assistance for Medical Officers employed under this Agreement. When accessing all professional development activities associated with his/her employment, a Medical Officer receives all financial assistance and all professional development leave in accordance with this clause. Accordingly, Medical officers are excluded from the provisions of PSEM By-law 41.

Eligibility for professional development assistance package

32.3 A Medical Officer is eligible to receive the professional development assistance package on commencement of employment, provided the Medical Officer is employed on contract specifying a minimum period of six months continuous service.

32.4 Where a Medical Officer is employed for an initial period of less than six months and he/she is subsequently offered and accepts a further contract of employment which in total would mean that the Medical Officer will have been employed for a period greater than six months, provided there is no gap in service greater than two months between the two contracts, the Medical Officer will be eligible to access the professional development assistance package (allowance and leave) from the date at which the Medical Officer has provided six months service, continuous or combined.

Professional development allowance

32.5 A Medical Officer is eligible to receive a fortnightly professional development allowance in accordance with the rates specified in sub-clause 0.

32.6 A part-time Medical Officer is eligible to receive professional development allowance on a pro-rata basis according to the Medical Officer's contracted hours of work.

32.7 A Medical Officer employed on a contract of employment of between six and 12 months duration, or in circumstances falling under sub-clause 32.4, will be eligible to receive professional development allowance on a pro-rata basis according to the Medical Officer's tenure of employment.

32.8 The allowance will be paid during periods of paid leave and will not count as salary for superannuation purposes or in the calculation of penalties, overtime or allowances.

32.9 Casual employees are not eligible for the allowance.

Professional development leave

32.10 In addition to the professional development allowance, a Medical Officer is eligible to receive annual professional development leave for attendance at approved professional development activities requiring the Medical Officer to be absent from the workplace, up to a maximum period as specified in 0. The granting of professional development leave will be subject to the approval of the Director of Medical Services (or equivalent) and will be in accordance with the Medical Officer's work partnership plan as developed under sub-clause 17.1.

- 32.11 Professional development leave is inclusive of travel time associated with attendance at the professional development activity.
- 32.12 Any unused portion of the professional development leave may be used by the Medical Officer for additional professional development activities at a later time, provided that the unused portion of the leave will lapse if not used by the Medical Officer within 12 months of eligibility. No payment in lieu of unused professional development leave will be made to the Medical Officer on ceasing employment.
- 32.13 A part-time Medical Officer is eligible to receive professional development leave on a pro-rata basis according to the Medical Officer's contracted hours of work.
- 32.14 A Medical Officer employed on a contract of employment of between six and 12 months duration, or in circumstances falling under sub-clause 32.4, will be eligible to receive professional development leave on a pro-rata basis according to the Medical Officer's tenure of employment.
- Note: For example, a Medical Officer employed on a nine month contract would be eligible to receive 9/12ths of the annual professional development leave entitlement.
- 32.15 Omitted
- 32.16 Omitted

- 32.17 A Medical Officer holding a classification specified in Column 1 is entitled to receive a period of Professional Development Leave as specified in Column 2 and payment of a Professional Development allowance as specified under Columns 3 to 5 inclusive.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Professional development leave – days per annum effective 2/1/2014 (1)	Professional development allowance \$ per annum effective 2/1/2014	Professional development allowance \$ per annum effective 5/1/2015	Professional development allowance \$ per annum effective 14/1/2016	Professional development allowance \$ per annum effective 12/1/2017
Intern MO1	Nil	2 732	2 814	2 898	2 985
MO2 – MO3	5	2 732	2 814	2 898	2 985
MO4 – MO5 HMO1-HMO2	5	5 464	5 628	5 797	5 971
REG1 – REG6	5 (exams) 5 (other)	8 196	8 442	8 695	8 956
HMO3-HMO6 RL1.1 – RL1.3 RGT1 – RGT2	5	8 196	8 442	8 695	8 956
SREG1 – SREG2	5 (exams) 5 (other)	10 927	11 255	11 593	11 941
SHMO1 – SHMO2 HMO7 RL3.1 – RL3.2 RL2.1 – RL2.2 RGT3	5	10 927	11 255	11 593	11 941
FEL1	10	10 927	11 255	11 593	11 941
SMO1.1 – SMO1.6 RL3.3 – RL4.3 RG1 – RG3 SRG1 – SRG2	10	16 391	16 883	17 389	17 911
SMO2.1 – SMO2.3 RL4.4 RL5 SRG3	10	21 855	22 511	23 186	23 882

- (a) Notwithstanding 33.14, professional development leave entitlements for new Medical Officers will be provided on a pro-rata basis from their date of commencement up to 2 January of each year, and no Medical Officer will be entitled to more than the amount prescribed under column 2 in any 12 month period.

33. Superannuation

- 33.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.
- 33.2 The Commissioner must make superannuation contributions on behalf of a Medical Officer in order to satisfy the Superannuation Guarantee legislative requirements in accordance with governing legislation.
- 33.3 The Commonwealth Superannuation Scheme (CSS), Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) and Northern Territory Supplementary Superannuation Scheme (NTSSS) are classified exempt public sector superannuation schemes

under the *Superannuation Industry (Supervision) Act 1993*. The superannuation legislation treats exempt public sector schemes as complying funds for concessional taxation and superannuation guarantee purposes. (Note: CSS was closed to new members from 1 October 1986 and NTGPASS was closed to new members from 10 August 1999; Medical Officers employed before these dates maybe members of the CSS, NTGPASS and NTSSS schemes.)

33.4 Medical Officers who commenced after 10 August 1999 can choose a complying superannuation fund to receive contributions on their behalf. Medical Officers who do not nominate a superannuation fund will become members of the current default superannuation fund.

34. **Salary Sacrifice**

34.1 Salary Sacrifice for Employer Superannuation

Under this Agreement a Medical Officer may choose to sacrifice salary for Employer superannuation contributions into a complying superannuation fund. The arrangement is available to all Medical Officers and participation is at the discretion of an individual Medical Officer. Under the arrangement the following conditions apply:

- (a) a Medical Officer who currently has his or her Employer superannuation guarantee contributions paid to a “Choice of Fund” (employed after 10 August 1999) may salary sacrifice into that “Choice of Fund” or another complying superannuation fund;
- (b) a Medical Officer who currently contributes 6% to NTGPASS may salary sacrifice into the NTGPASS or another complying superannuation fund;
- (c) a Medical Officer who currently contributes to the CSS is not able to salary sacrifice into that scheme, but can salary sacrifice into a complying superannuation fund;
- (d) while there is no limit to the amount a Medical Officer can salary sacrifice to superannuation, the amount sacrificed plus any other Medical Officer contributions, will be assessed against the Commonwealth concessional contribution cap relevant to his/her age;
- (e) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;
- (f) the arrangement does not operate to reduce Employer superannuation contributions for Medical Officers that would ordinarily be payable by the Northern Territory Government in the absence of the salary sacrificing arrangements;
- (g) when an employee who is a member of the CSS or NTGPASS enters into a salary sacrifice for Employer superannuation arrangement, the Medical Officer’s annual rate of salary for superannuation purposes will remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the Medical Officer’s annual rate of salary for superannuation purposes).

34.2 Salary Sacrifice Packaging

Under this Agreement an employee may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Australian Taxation Office (ATO) or other relevant authority. These salary sacrificing arrangements meet the full obligations of the Employer in relation to salary payments required under this Agreement. Under the arrangement the following conditions will apply:

- (a) the arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly;
- (b) Medical Officers employed on a fixed period contract for less than 6 months may have access to salary packaging with the approval of the CEO or his/her delegate;

- (c) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation with any additional taxation liability to be met by the Medical Officer;
- (d) the participating Medical Officer will meet the cost of administering the package as part of the salary package arrangements, including any FBT liability that may arise;
- (e) a Medical Officer's salary for superannuation purposes and severance and termination payments will be the gross salary which he/she would have received if not taking part in salary packaging; and
- (f) a Medical Officer will provide evidence of him/her having obtained, or waived his/her right to obtain, independent financial advice before taking up the salary sacrifice package.

35. **Higher Duties Allowance**

- 35.1 A Medical Officer directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between the Medical Officer's own salary and the salary the Medical Officer would receive if promoted to the higher classification, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.
- 35.2 An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
- 35.3 A Medical Officer who is directed to perform continuous higher duties for at least one day will be regarded as being on higher duties for that whole day.
- 35.4 A Medical Officer who performs the duties of a higher classification will be subject to the conditions of service of the higher classification, including the criteria determined by the Commissioner or this Agreement for advancement beyond a salary barrier point.
- 35.5 A Medical Officer who performs the duties of a higher classification which has a maximum annual salary in excess of the maximum annual salary payable to an Administrative Officer 6, for a period of less than 6 days will not be paid an allowance, and that period will not count as service at the higher classification level unless the Commissioner determines otherwise.
- 35.6 A Medical Officer who performs the duties of a higher classification for twelve months continuously, or for twelve months in broken periods over a 24 month period, and has met the requirements of sub-clause 21.1 will be paid an increment in accordance with clause 21 –Salary progression.
- 35.7 An increment attained by higher duties will be retained for future higher duties at that classification level (or higher).
- 35.8 A Medical Officer who has been directed to perform the duties of a higher classification and is absent on paid leave or observes a public holiday, will continue to receive payment of higher duties allowance during the absence to the extent of the continued operation of the direction. If the period of paid leave is on less than full pay, the higher duties allowance is adjusted accordingly.

36. **Accident allowance**

- 36.1 Subject to sub-clause 36.7, a Medical Officer will be paid an allowance equivalent to his/her normal time salary during a period of absence necessitated by physical injury sustained while on duty:

- (a) because of an act or omission of a Medical Officer (other than the Medical Officer injured) or a person not employed by but performing on behalf of the Northern Territory Government duties similar to those of the Medical Officer injured; or
 - (b) as a result of a defect in material or appliances; or
 - (c) in protecting government property from loss or damage while on duty; or
 - (d) while travelling between his/her place of residence and his/her place of work; or
 - (e) while travelling directly between his/her place of residence or his/her place of work and an educational institution at which his/her attendance is required or expected by the Commissioner; or
 - (f) in circumstances in which the actions of the Medical Officer are regarded by the Commissioner as so meritorious in the public interest as to warrant special consideration.
- 36.2 Accident allowance will be paid for an absence necessitated by physical injury of up to four months or a longer period determined by the Commissioner.
- 36.3 The amount of accident allowance payable will be increased by an amount reasonably incurred in transport, medical and hospital expenses as a result of the injury.
- 36.4 A Medical Officer will be paid an allowance equivalent to half his/her normal time salary during a period of absence of up to three months necessitated by physical injury sustained in circumstances other than those in sub-clause 36.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.
- 36.5 A Medical Officer paid an allowance in accordance with sub-clause 36.4 may utilise available personal leave credits on full or half pay to supplement the allowance to the level of his/her normal time salary.
- 36.6 The amount of accident allowance payable in accordance with sub-clause 36.4 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.
- 36.7 Accident allowance is not payable where a Medical Officer receives benefits in respect of the injury at the same time under the *Safety, Rehabilitation and Compensation Act* (Cth), the *Workers Rehabilitation and Compensation Act* or the *Motor Accidents (Compensation) Act*, as amended, but nothing in this clause will reduce the rights of a Medical Officer under those Acts.
- 36.8 Where an amount of accident allowance or salary in respect of personal leave paid to a Medical Officer is reimbursed to the Employer by the party responsible for the injury or his/her representative, no deduction of accident allowance or personal leave credits will be made from the Medical Officer injured.

37. **Meal allowance**

- 37.1 Subject to this clause a Medical Officer who:
- (a) after the completion of his/her ordinary duty for the day is required without a break for a meal to perform extra duties up to the completion of or beyond the meal period next occurring after the completion of that ordinary duty;
 - (b) is required, after the completion of his/her ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;
 - (c) is required to perform duty on a Saturday, Sunday, public holiday, or rostered day off (in addition to his/her normal weekly hours of duty) extending beyond a meal break and is not entitled to payment for that meal break; or

- (d) is required, before the commencement of his/her ordinary hours of duty for the day, to perform duty before a break for a meal which occurs before that commencement and is not entitled to payment for that break;

will be paid a meal allowance, in addition to overtime (if any) at the rate for meal allowance in accordance with the rate determined by the Commissioner with effect from 1 January each year.

37.2 Where a three course meal is obtained by the Medical Officer at a canteen, cafeteria, or dining room conducted, controlled, or assisted by the Department, the amount of meal allowance will be the maximum amount for which a three course meal is obtainable at the canteen cafeteria or dining room, in lieu of the amount payable for a meal allowance under sub-clause 37.1.

37.3 For the purpose of sub-clause 37.1 a meal period will mean the following periods:

- | | | | |
|-----|------|----|------|
| (a) | 0700 | to | 0900 |
| (b) | 1200 | to | 1400 |
| (c) | 1800 | to | 1900 |
| (d) | 2400 | to | 0100 |

37.4 Provided that a Medical Officer will not be paid a meal allowance unless the CEO or his/her delegate authorising the duty, is satisfied that the Medical Officer cannot reasonably be expected to return home for a meal during the meal break.

38. **Northern Territory allowance**

38.1 A Medical Officer employed on or before 31 July 1987 will be paid Northern Territory allowance, as follows:

- (a) a Medical Officer with dependants: \$2,237 per annum;
- (b) a Medical Officer without dependants: \$1,277 per annum;
- (c) a Medical Officer living in a locality specified in sub-clause 38.3 with dependants: \$2,440 per annum;
- (d) a Medical Officer living in a locality specified in sub-clause 38.3 without dependants: \$1,500 per annum.

38.2 The amount of Northern Territory allowance payable to a Medical Officer under paragraph 38.1(a) is reduced by the amount of the salary increases payable in the first pay period on or after 1 September 1987 and the first pay period on or after 1 July 1988.

- 38.3 Localities where the rates in sub-paragraphs 38.1(c) and 38.1(d) apply are:
a town, place or locality (excluding Jabiru and Nhulunbuy unless specifically provided elsewhere) situated:
- (a) not less than a 150 kilometre radius from the Darwin or Alice Springs General Post Offices;
 - (b) not less than a 50 kilometre radius from the Tennant Creek or Katherine Post Offices;
 - (c) not less than 25 kilometres from the Stuart Highway; or
 - (d) on an island within Australia that is administered by the Northern Territory; or
 - (e) a place or locality determined by the Commissioner from time to time.

39. **Omitted**

40. **Omitted**

41. **Cash up airfares on a common date**

41.1 The cash-up of recreation leave airfares for a relevant Medical Officer entitled to airfares under PSEM By-law 33 will apply as follows:

- (a) the automatic cash payment of an airfare under By-law 33(10), will be paid on the common cash-up date following the date of accrual of a Medical Officer's airfare;
- (b) the common cash-up date is the first payday on or after 1 May,
- (c) the date of accrual of a Medical Officer's airfare is as specified under By-law 33(5) and will be subject to deferral under By-law 33(7) or by periods of workers' compensation;
- (d) a Medical Officer may request cash-up of an accrued airfare, in writing, any time between the date of accrual and the common cash-up date in May, at which time the fare will be automatically cashed-up;
- (e) a Medical Officer may elect to use an accrued airfare in conjunction with traveling time under By-law 33(20) by giving notice in writing 2 months prior to the common cash-up date;
- (f) once an airfare has been cashed-up, a Medical Officer may not repay monies in order to utilise drive out time; and
- (g) a Medical Officer may elect not to have an accrued airfare paid on the common cash-up date in accordance with By-law 33(13).

41.2 The provisions of this clause will also apply to the automatic cash payment of an airfare in accordance with By-law 47(23) covering compulsory transferees.

42. **Excess travelling time**

42.1 A Medical Officer in receipt of a salary exceeding the first incremental point of the Administrative Officer 4 classification, as varied from time to time, will not be entitled to payment for excess travelling time.

42.2 A Medical Officer who is travelling or on duty away from the Medical Officer's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:

- (a) the Medical Officer's usual hours of duty for the day; and
- (b) the time necessarily spent travelling to and from home and the usual place of work.

- 42.3 Where a Medical Officer's usual place of work is variable within a specified district, the Employer will determine a place within the district as the usual place of work. In this case a minimum of twenty minutes travelling time each way will apply.
- 42.4 Travelling time includes:
- (a) the time a Medical Officer has to wait for change of scheduled conveyance between the advertised and actual time of departure;
 - (b) in the case of a Medical Officer not absent from the Medical Officer's permanent or temporary place of work overnight, the time the Medical Officer spends outside the usual hours of duty for the day in waiting between the time of arrival at the place of work and the time of commencement of work, and between the time of ceasing work and the time of departure of the first available conveyance; and
 - (c) time spent in travelling on transfer where transfer expenses are allowed, unless the transfer involves promotion;
 - (d) in the case of a Medical Officer required to perform emergency duty, the time that emergency duty is performed and the time necessarily spent travelling to and from emergency duty.
- 42.5 Travelling time does not include:
- (a) time of travelling during which a Medical Officer is required to perform duty other than care of kit;
 - (b) time of travelling by ship on which accommodation and meals are provided; or
 - (c) time of travelling by train between 2230 and 0700 where a sleeping berth is provided, or any time of travelling by train (day or night) between capital cities where a sleeping berth is provided.
 - (d) A Medical Officer in a camping party is not entitled to payment of excess travelling time and is required to travel from camp to the place of work within the prescribed hours of work, returning from the place of work to the camp in his/her own time after ceasing duty, or vice versa as agreed with the Medical Officer.
 - (e) A Medical Officer may be required to work at any place within a specified district and to proceed to that place of work instead of the Medical Officer's usual place of work. Any excess travelling time spent by the Medical Officer in proceeding direct to and returning from such a place of work will be dealt with as excess travelling time.
 - (f) Payment of excess travelling time will not be made for more than five hours in any one day, and will not be made unless the excess time exceeds:
 - (i) one half hour in any one day; or
 - (ii) two and one half hours in any pay period where the Medical Officer's ordinary hours are confined to five days of the week; or
 - (iii) three hours in any pay period where the Medical Officer's ordinary hours are rostered on six days of the week.
 - (g) The rate of payment will be single time on Mondays to Saturdays and time and a half on Sundays and public holidays. The rate of payment in relation to 42.4(d) is double time.

43. **Omitted**

44. **Casual Employment**

Medical Officers employed on a casual basis will receive a casual employment loading of 20% in lieu of receiving personal leave, annual leave and public holiday entitlements.

PART 4 – HOURS OF WORK AND RELATED MATTERS

45. **Hours of Duty and Shift Work**

45.1 Ordinary Hours of Duty

- (a) The ordinary hours of duty will as far as practicable be confined to 38 hours per week or an average of 38 hours per week, spread over two, three, or four weeks, within the normal span of 0600 to 1800 Monday to Friday.
- (b) The 38 hours per week will be worked without generally involving a scheme of Programmed Days Off (PDO's).
- (c) An unpaid meal break of at least 30 minutes is to be provided to Medical Officers and must commence within five (5) hours of the start of his/her shift.
- (d) Notwithstanding paragraph (c), it is recognised that there may be occasions when a meal break can not be taken within five (5) hours from commencing work and that meal break should be taken at some other time during the shift.
- (e) Where a Medical Officer is not able to take a meal break in accordance with paragraph (c) and an alternative is unable to be programmed under paragraph (d) the Medical Officer will be entitled, with the approval of his/her supervisor, to be paid for the break at single time rate of pay.
- (f) The Department will monitor the timesheets to ensure that a pattern of Medical Officers not being able to have a meal break does not develop.
- (g) If there is a dispute regarding the approval it will be determined by the Medical Superintendent.
- (h) Roster frameworks will be notified to those involved not less than 28 days prior to the commencement of the roster provided that less notice may be given for services where unpredictable changes in service demands make this impracticable.

45.2 Saturday duty

- (a) A Medical Officer, other than a shift worker defined in paragraph 45.5(c), who is rostered to perform ordinary duty on a Saturday will be paid at the rate of 50% in addition to the Medical Officer's ordinary rate of pay.
- (b) The period for which the additional payment for Saturday duty is paid will be calculated to the nearest quarter of an hour of the total amount claimed in a fortnightly period.
- (c) The additional payment for Saturday duty will be made in respect of any duty a Medical Officer would have performed had the Medical Officer not been on approved recreation leave.

45.3 Sunday duty

- (a) Sunday pay will be granted for any scheduled duty performed between midnight on Saturday and midnight on Sunday.
- (b) A Medical Officer who performs duty on a Sunday not in excess of the prescribed weekly hours will be paid at the rate of 100% in addition to the ordinary rate of pay.

- (c) A Medical Officer who is required to perform a full day's duty on Sunday in addition to the Medical Officer's prescribed hours of duty for the week will be granted one day off during the six days succeeding that Sunday, and in that case, payment for the Sunday attendance will be one day's pay.
- (d) A Medical Officer required to attend for duty on Sunday who has conscientious scruples against Sunday duty is entitled to seek to furnish a substitute.
- (e) Additional payment for Sunday duty not in excess of prescribed weekly hours will be made for duty a Medical Officer would have performed had the Medical Officer not been on approved recreation leave.

45.4 Public holiday duty

- (a) Public holiday means a holiday as prescribed in clause 52 - Public holidays.
- (b) A Medical Officer who is required, whether rostered or not, to perform duty on a holiday not in excess of the prescribed weekly hours will be paid at the rate of 150% in addition to the ordinary rate of pay for the actual time worked on the holiday.
- (c) The minimum extra payment payable under paragraph (b) for each separate attendance will be four hours in the case of Medical Officers who are not in any restriction situation specified in clause 49.
- (d) For the purposes of paragraph (c):
 - (i) duty broken by a meal period will not constitute more than one attendance; and
 - (ii) the minimum extra payment will not apply to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or succeeding the holiday.
- (e) Where, in a cycle of shifts on a regular roster, a Medical Officer is required to perform rostered duty on each of the days of the week, the Medical Officer will, in respect of a holiday which falls on a day on which the Medical Officer is rostered off duty, be granted one day's leave in lieu of that holiday within one month after the holiday.
- (f) Where it is not practicable to grant a day's leave in accordance with paragraph (e), the Medical Officer will be paid instead one day's pay at the ordinary rate.

45.5 Shift Work

- (a) A Medical Officer may be required to work shift work, provided that except at the regular changeover of shift, a Medical Officer will not be required to work more than one ordinary duty shift in each 24 hours.
- (b) The hours of duty for a Medical Officer performing shift work will, as far as practicable, be confined to 38 hours per week or an average of 38 hours per week spread over two, three or four weeks.
- (c) A Medical Officer will be considered a shift worker if rostered to perform ordinary hours of duty outside the period 0600 to 1800 Monday to Friday, and/or Saturdays, Sundays or public holidays for an ongoing or fixed period.
- (d) Shift work payments will not be taken into account in the calculation of overtime or of any allowance based on salary, nor will they be paid in respect of any shift for which any other form of penalty payment is made under this Agreement.

- (e) Shift work payments will be made in respect of any shift duty the Medical Officer would have performed had the Medical Officer not been on approved recreation leave.
- (f) The period for which shift work payments will be made will be calculated to the nearest quarter of an hour of the total amount worked in a fortnightly period.

45.6 Payment rates

- (a) In addition to the Medical Officer's ordinary salary for the shift, a shift worker will be paid the non-cumulative shift work payments as follows:
 - (i) ordinary duty performed on a shift, any part of which falls between 1800 and 2400 - 15%;
 - (ii) ordinary duty performed on a shift, any part of which falls between 0001 and 0600 - 22.5%;
 - (iii) ordinary hours worked continuously for a period exceeding four weeks on a shift falling wholly within the hours of 1800 and 0800 - 30%;
 - (iv) ordinary duty performed on a Saturday - 50%;
 - (v) ordinary duty performed on a Sunday - 100%;
 - (vi) ordinary duty performed on a public holiday - 150%.
- (b) The provisions of sub-paragraph (a)(iv) apply only to a Medical Officer who performs duty on:
 - (i) alternating or rotating shifts involving the performance of rostered duty:
 - A. commencing before 0630, or terminating after 1830 or at or before 0800 Monday to Friday; or
 - B. terminating at or before 0800 or after 1300 on Saturday; or
 - C. a constant shift involving the regular performance of ordinary duty after 1300 on Saturday; or
 - D. a shift which, but for its being worked continuously, would fall within the terms of A.

45.7 The provisions of clause 50 Emergency duty will not apply to shift workers whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

45.8 Duty for shift workers will be considered overtime where:

- (a) it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
- (b) it is performed in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.

46. Overtime/General Conditions of Payment

Division 1 - These provisions to prevail over ordinary overtime provisions in Division 2

46.1 For the purposes of clarity, sub-clauses 46.2 to 46.13 of this Agreement will prevail over sub-clauses 46.14 to 46.33(e) to the extent of any inconsistency.

46.2 The divisor for calculation of ordinary hours will be 38 for all purposes.

- 46.3 Salary barriers to eligibility for overtime payments, as contained in sub-clause 46.19, will not apply to Medical Officers covered by this Agreement. Except as provided in sub-clauses 46.5 and 46.6, this sub-clause will not apply to Medical Officers who hold or perform duties of a designation of Senior/Staff Specialist.
- 46.4 Specialists placed on the Second Roster, as defined in paragraph 0, will not be entitled to overtime payment.
- 46.5 Specialists placed on Immediate Roster, First Roster and Home Duty restrictions, as defined in paragraphs 49.6(a), 49.6(b) and 49.6(e) will be entitled to overtime payment in compliance with sub-clause 46.3.
- 46.6 Under special circumstances, the CEO or his/her delegate may approve a variance of the conditions specified for Specialists in sub-clauses 46.4 or 46.5.
- 46.7 A Medical Officer's salary for the purpose of computation of overtime will include higher duties allowance and any allowance in the nature of salary.
- 46.8 Payment for Excess Travel Time will be made in accordance with clause 51 of this Agreement.
- 46.9 Medical Officers working overtime through recognised meal periods during weekends and public holidays, where an unpaid meal break is not operationally practicable, will be provided with a meal, or if this is not possible, a payment for a meal at the rate determined by the Commissioner on the approval of the Director Medical Services or his/her delegate.
- 46.10 Medical Officers undertaking authorised/approved duties outside of his/her normal hours will be paid overtime for the time worked. The minimum payment provisions of sub-clause 46.23 will not apply.
- 46.11 Sub-clause 46.10 does not include ward rounds conducted under sub-clause 46.32(b) which are not paid.
- 46.12 The payment for authorised training outside of the Medical Officers ordinary hours of duty will be paid at single rate.
- 46.13 Sub-clause 46.12 does not include attending a training session under sub-clause 46.32(c) which is not paid.

Division 2 - The following provisions are to be read subject to Division 1 of this clause

General

- 46.14 Subject to clause 46.15 a Medical Officer will be liable to be called for duty at any time that he/she is required in accordance with the provisions of this clause.
- 46.15 A Medical Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Medical Officer working hours which are unreasonable having regard to:
- (a) any risk to employee health and safety;
 - (b) the Medical Officer's personal circumstances including any family responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the Employer of the overtime and by the Medical Officer of his/her intention to refuse it; and
 - (e) any other relevant matter.
- 46.16 Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing by the CEO or his/her delegate.

- 46.17 A Medical Officer's salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary.
- 46.18 Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.
- 46.19 Unless authorised by the Commissioner, a Medical Officer in a classification the minimum salary of which exceeds the maximum salary of the classification of Administrative Officer 6, as defined in the Public Sector Union (Northern Territory Public Service) Award 1990 [Print J6100, [AW792476]], as varied from time to time, is not eligible to receive overtime payment.
- 46.20 For the purposes of determining whether an overtime attendance is continuous with ordinary duty, or is separate from other duty, meal periods will be disregarded.

Rates of payment

- 46.21 All duty performed in excess of 38 hours per week or an average of 38 hours per week spread over two, three, or four weeks as the case may be, will be paid as overtime at the rate of time and a half on weekdays, double time on Saturdays and Sundays, and double time and a half on public holidays.
- 46.22 The hourly rate for overtime payment will be ascertained by applying the following formula:

<u>Annual salary</u>	multiplied by	<u>6</u>
313		38

Minimum payment

- 46.23 The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate, unless the provisions of sub-clause 46.10 apply
- 46.24 Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase a Medical Officer's overtime remuneration beyond the amount which would have been received had the Medical Officer remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.
- 46.25 Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
- 46.26 A Medical Officer who performs overtime while in a restriction situation under clause 49, will be entitled to a minimum overtime payment of three hours at the prescribed overtime rate.
- 46.27 The minimum payment provisions do not apply to clause 50 – Emergency Duty.

Time off in lieu—Sunday Duty

- 46.28 Where a Medical Officer performs a full day's duty on Sunday in addition to the Medical Officer's prescribed hours of duty for the week, the Medical Officer will, wherever practicable, be granted a day off during the following week. Where this occurs, a Medical Officer who is eligible for the payment of overtime will be paid an additional one day's pay, in lieu of the provisions of sub-clauses 46.21 and 46.22.

Unrostered overtime

- 46.29 A Medical Officer performing additional duty on Saturday, Sunday or a public holiday or outside his/her ordinary hours will, subject to the medical administrator determining that payment is justified, be paid for such duty in accordance with the following provisions.
- 46.30 The Director Medical Services or his/her delegate, in determining whether payment for such additional duty is justified, will have regard to criteria and such other guidelines as are agreed between the Employer and the Federation.
- 46.31 The parties agree that the following guidelines will determine the payment of unrostered overtime to classifications covered by this Agreement and are subject to the following provisions:
- (a) duties related solely to professional commitment to patient care by Medical Officers will not be paid as unrostered overtime;
 - (b) duties of a clinical nature additional to Medical Officers' professional commitment to patient care will entitle Medical Officers to payment as unrostered overtime, provided that:
 - (i) claims for unrostered overtime will be verified by time sheets signed by the relevant supervisor, detailing the reasons for the overtime; and
 - (ii) payment of unrostered overtime will be approved by medical administrators in accordance with these guidelines.
- 46.32 Examples of duties which might be considered solely professional commitment and which do not justify payment as unrostered overtime are:
- (a) Where a Medical Officer commences duty before 8.00 a.m. and/or continues after 5.30 p.m. and;
 - (b) is present at the hospital voluntarily for the purpose of conducting a ward-round or otherwise reviewing patients; or
 - (c) undertakes a training session outside the period specified above; or
 - (d) carries out work of an administrative nature outside the period specified above.
- 46.33 Examples of duties which justify payments as unrostered overtime are:
- (a) where a Medical Officer, during the course of a ward-round which has extended past 5.30 p.m., is required to remain at the hospital to treat a clinical problem of an urgent or serious nature;
 - (b) where a theatre session or an afternoon clinic extends beyond 5.30 p.m.;
 - (c) where a Medical Officer is required to perform a ward-round to check patients who have undergone surgery on the theatre list or to perform a ward-round delayed by the lateness of the theatre session or clinic;
 - (d) where an anaesthetic registrar is required to return to the hospital on Sundays to make a pre-operative assessment of the condition of patients on theatre lists;

- (e) where a Medical Officer is otherwise required to perform clinical duties outside the hours of 8.00 a.m. to 5.30 p.m. Monday to Friday or at any time on a weekend, but not where a Medical Officer is undertaking training, ward-rounds, or is involved in lectures or tutorials.

47. **Time off in lieu of overtime**

- 47.1 Approved overtime worked will be paid in accordance with this Agreement, unless the Medical Officer requests in writing that time off in lieu be granted by the CEO or delegate.
- 47.2 Where granted, such time off in lieu will be duly recorded and taken:
 - (a) at ordinary time rate, that is one hour for each hour worked, and
 - (b) at a time or times agreed between the CEO or his/her delegate and Medical Officer.
- 47.3 Time off in lieu must be utilised within 8 months from the original date of entitlement. If it is not taken within this period the Medical Officer will receive payment at the overtime rate.
- 47.4 The maximum amount of time off in lieu which can be accrued is 40 hours.
- 47.5 Delayed overtime payments will be calculated in accordance with the Medical Officer's salary as at the time of actual payment. Where a Medical Officer is promoted beyond the salary barrier for purposes of overtime entitlement, payment will be made at the salary rate of the Medical Officer immediately prior to his/her actual promotion.

48. **Fatigue Leave**

- 48.1 Subject to the requirements of this clause, a Medical Officer who works so much overtime, including providing clinical advice by telephone, between the termination of his/her ordinary work on one day and the beginning of his/her ordinary work on the next day, such that he/she has not had at least 8 consecutive hours off duty between those times, may be released after completion of such overtime until he/she have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 48.2 If on the instruction of the CEO or his/her delegate the Medical Officer resumes or continues work without having had such 8 consecutive hours off duty, he/she will be paid at double time rates until he/she is released from duty for such period and he/she will then be entitled to be absent until he/she has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 48.3 The provision of clinical advice by telephone will not be considered in granting fatigue leave under sub-clause 48.1 unless the majority of calls received by the Medical Officer occur at such time and/or with such frequency as to reasonably cause the Medical Officer to be fatigued under the circumstances.
Note: for example, where the majority of calls occur later than 2200 hours and before 0600 hours then a period of fatigue leave might reasonably be granted.
- 48.4 A claim for fatigue leave, whether for overtime call outs or clinical advice by telephone must be substantiated by the Medical Officer to his/her supervisor as soon as possible and by no later than the end of the pay period in which the claim for fatigue leave is made by the Medical Officer.
- 48.5 Sub-clause 48.2 will only apply to a Medical Officer who is entitled to receive overtime under clause 46 of this Agreement.
- 48.6 Where the Department receives a report that a Senior Medical Officer has regularly been required to work overtime to an extent which has deprived him/her of the opportunity of a consecutive 8 hours break between shifts, the circumstances will be investigated and discussed

with the Medical Officer or his/her representative with a view to enabling him/her to access appropriate fatigue relief on future occasions.

48.7 In addition to the 8 consecutive hours referred to in sub-clauses 48.1 and 48.2, the Medical Officer is allowed reasonable travelling time for travelling from or to his/ her normal place of employment.

49. **Restrictive Duty Provisions**

49.1 The parties acknowledge that under normal circumstances the provisions of this Agreement will apply to restrictive duties, but that agreed variations to these arrangements can be made between the parties on a case-by-case basis.

49.2 Agreed variations may be implemented during the term of the Agreement through a Commissioner's Determination or another appropriate instrument.

49.3 The parties agree to apply the Restrictive Duty Guidelines at Schedule 3 of this Agreement. The guidelines may be varied by agreement between the parties.

General

49.4 A Medical Officer will be liable to be required, outside his/her ordinary hours of duty, to hold himself/herself in readiness to perform extra duty subject to payment for any such requirement under the conditions set out in this clause.

49.5 No payment will be made to a Medical Officer under this clause for a period of restriction in respect of any part of which the Medical Officer does not hold himself/herself at the required degree of readiness to perform extra duty or does not observe the instructions of the CEO, or his/her delegate, as to restrictions outside his/her ordinary hours of duty.

49.6 Subject to the approval of the CEO or his/her delegate, a Medical Officer who is placed in any one of the following specified categories of restriction situations outside his/her ordinary hours of duty will receive payment in accordance with the provisions of this clause.

(a) Immediate roster

A Medical Officer is instructed prior to ceasing duty, that he/she may be required to attend for extra duty sometime before his/her next normal time of commencing duty and that he/she is to remain within the precincts of the hospital for immediate recall to duty.

(b) First roster

A Medical Officer is instructed prior to ceasing duty that he/she may be required to attend for extra duty some time before his/her next normal time of commencing duty and that he/she is to be contactable at a mutually agreed location and available to return to duty within a reasonable time.

(c) Clinical Advice by Telephone

A Medical Officer is instructed prior to ceasing duty, that he/she is required to be available for telephone contact to provide advice and instruction to Medical Officers and, if required, to be available for recall to duty within a reasonable time.

(d) Second roster

A Medical Officer is instructed prior to ceasing duty that he/she is required to be available for telephone contact to provide advice and instruction which may necessitate the Medical Officer's return to duty within a reasonable time.

(e) Home duty

A Medical Officer is required to stand by at his/her home to perform intermittent duties at home on an ad hoc or predetermined basis normally involving receiving and/or making telephone calls, and may also be required to be available for immediate recall to duty.

Rate of payment

49.7 The rates of payment that will be made to a Medical Officer in any one of the respective categories of restriction situations specified in sub-clause 49.6 are as follows:

(a) Immediate roster

21% of the Medical Officer's ordinary rate of salary converted to an hourly rate, for the period of stand by, subject to the provisions of this clause.

(b) First roster

The on-call allowance as prescribed by the Commissioner as varied from time to time.

(c) Clinical Advice by Telephone

(i) The rate of payment will be in accordance with Schedule 1.

(ii) The allowance is to be adjusted annually in accordance with annual salary increases.

(d) Second roster

(i) An annual allowance of 20% of the salary applicable to the salary point SMO 1.1 is paid to Specialists to cover the following work-related activities:

(ii) being rostered in a category of restriction in accordance with 0 and providing advice and instruction in accordance with that paragraph;

(iii) when not rostered in a category of restriction in accordance with 0 providing telephone advice and instruction which may necessitate the Medical Officer's return to duty;

(iv) work performed when a return to duty occurs; and

(v) travel and incidental costs incurred in relation to returns to duty.

(e) Home duty

31% of the Medical Officer's ordinary rate of salary, converted to an hourly rate, for the period of home duty, subject to the provisions of this clause. Provided that payment in respect of a period of home duty on Sundays and public holidays will be at the rates of:

(i) Sundays - based on 31% of the Medical Officer's single ordinary rate of salary plus one third, converted to an hourly rate.

(ii) Public holidays - based on 31% of the Medical Officer's single rate of salary plus two thirds, converted to an hourly rate.

49.8 For the purposes of sub-clause 49.7 payment of the rates for immediate roster and home duty will only be made for any part of a period of restriction, excluding payment under provisions

other than those in this clause, e.g. overtime or excess travelling time provisions, which will not be included in the period of restriction for purposes of calculating payments under this clause.

49.9 Payment under this clause will be subject to the following conditions:

- (a) the form of restriction is imposed by the previous direction of the CEO or his/her delegate, or (if the circumstances do not permit previous direction) is subsequently approved in writing by the CEO or his/her delegate.
- (b) payments will be made under the conditions approved by the Commissioner where not inconsistent with this clause.
- (c) Payment for immediate roster and home duty will be subject to the following conditions:
 - (i) a Medical Officer's salary for the purpose of computation of payment will include higher duties allowance in the nature of salary;
 - (ii) payment will be calculated to the nearest quarter of an hour of the total period of restriction to be paid for in each fortnightly period;
 - (iii) the hourly rate of payment will be ascertained by applying the following formula:

$$\frac{\text{Annual salary x 6}}{313} \times \frac{\text{Rate prescribed in 49.7}}{38}$$

- (d) Notwithstanding the provisions of this clause, Medical Officers who are placed in restricted situations outside their ordinary hours of duty may be paid at a rate per period of restriction or some other specified period of time, approved by the Commissioner having regard to the average incidence of the restriction period to which the Medical Officer is normally subject and to the rates prescribed herein for individual periods of restriction.
- (e) Where a Medical Officer, whilst in any restricted situation specified in 49.7(a), 49.7(b), 49.7(c) and 49.7(e), is required to attend to perform duty the payment for such attendance, whether he actually performs duty or not, will be subject to the minimum payment provisions contained in clause 46.

50. **Emergency Duty**

50.1 Where a Medical Officer who is not in any restrictive duty situation, is called on duty to meet an emergency at a time when that Medical Officer would not ordinarily have been on duty and no notice of such call was given to the Medical Officer prior to ceasing duty on his/her ordinary shift, the Medical Officer will be paid for such emergency duty at the rate of double time. The time for which payment will be made will include time necessarily spent in traveling to and from duty. The minimum payment under this clause will be for two hours at double time.

50.2 This clause will not apply to Medical Officers whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

51. **Excess Travel Time for Medical Officers travelling to Remote Communities**

51.1 Medical Officers travelling to remote communities will, subject to approval by the appropriate delegated manager, be granted time off in lieu for excess time spent in travel while on duty. Where time off in lieu cannot be accessed, the appropriate delegated manager will, subject to sub-clause 51.2 and sub-clause 51.3, approve payment for the excess time spent in travel at the rate of single time.

- 51.2 The maximum time that may be claimed in any one day may not exceed 5 hours.
- 51.3 The appropriate delegated manager will not approve a claim under this clause if:
- (a) the time spent in travel is no more than 30 minutes in any one day, or a total of two and a half hours in any pay period;
 - (b) the Medical Officer receives overtime or penalty pay or any other similar payment in relation to the time spent traveling.
- 51.4 A Specialist who travels more than regularly in his/her own time as part of the Outreach Program may apply to the CEO or delegate to access the provisions of this clause.

52. **Public Holidays**

- 52.1 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).
- 52.2 The following days will be observed as public holidays except that if they fall on Saturday or Sunday, a 'substitute day' will be determined in accordance with the directions stated below:
- (a) 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the substitute day will be the following Monday;
 - (b) 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December will be the substitute day;
 - (c) 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December will be the substitute day.
- 52.3 Except as provided for Christmas Day in 52.4, the following will apply in relation to any 'substitute day' being prescribed in the event of a public holiday falling on a Saturday or Sunday:
- (a) the substitute day will be treated for all purposes as the public holiday;
 - (b) the day substituted will be treated as Saturday or Sunday, where applicable.
- 52.4 Where a Medical Officer performs duty on both Christmas Day and a substitute day as per 52.2(b), Christmas Day will attract payment at the public holiday rate prescribed in 45.6(a)(vi), and the substitute day will be paid at the non-holiday Saturday or Sunday rate as appropriate.

53. **Part-Time Employment**

- 53.1 No Medical Officer who is currently employed on a full-time basis will be required to convert to part-time employment or transfer without his/her consent to enable part-time employment.
- 53.2 Part-time arrangements are:
- (a) a change to a part-time Medical Officer's hours originally established may be made by mutual agreement between the CEO or his/her delegate and the Medical Officer;
 - (b) the span of hours during which a part-time Medical Officer may work his/her ordinary hours will be the same span applicable to full-time Medical Officers;
 - (c) the overtime provisions applying to a part-time Medical Officer are the same as a full-time Medical Officer;
 - (d) a part-time Medical Officer will be employed for not fewer than 16 hours over a fortnight provided that no Medical Officer will be required to work less than 4 hours on any day he/she works or more than 64 hours per fortnight;
 - (e) where the Medical Officer and Employer agree, a part-time Medical Officer may work fewer or more hours per week than the minimum and maximum limits stipulated in sub-clause (d);

- (f) a part-time Medical Officer will be entitled to all conditions of employment applicable to a full-time Medical Officer on a pro rata basis; and
- (g) incremental progression for part-time Medical Officers will be in accordance with clauses , 20 and 21 of this Agreement.

54. **Best Work Practice Standards**

54.1 It is agreed to structure normal Medical Officer work arrangements upon the following standards and flexibility provisions, as circumstances allow:

- (a) a 1:3 maximum on-call participation by medical staff;
- (b) rest relief periods of eight (8) hours plus reasonable travel time between cessation of ordinary rostered duty at the conclusion of one shift and the recommencement of ordinary duty on the next shift;
- (c) rosters and overtime arrangements will conform with safe working practices;
- (d) in any two week period, a maximum of 60 hours of combined rostered overtime and claimed unrostered overtime;
- (e) at least six (6) full days (24 hrs) off, to be scheduled in any 28 day period, 4 days of which being allocated as not less than 48 hour continuous breaks;

54.2 Flexibility Provisions

It is acknowledged that it is not possible to implement the Best Practice Work Standards in all work areas at this time. By agreement between the parties, after consultation with the staff involved, reasonable alternative rostering and hours of work arrangements which fall outside of the above standards may be devised. Such arrangements will be approved by the parties prior to implementation in accordance with clauses 13 or 14 of this Agreement, as applicable.

54.3 Monitoring

The parties agree that the monitoring of the Best Practice Work Standards will be carried out at each workplace and propose that the Dispute Settling Procedures in Clause 12 be followed to resolve any alleged breach of the Standards.

54.4 Omitted

PART 5 – LEAVE AND RELATED MATTERS

55. **Recreation Leave**

55.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to recreation leave, and replace all By-law entitlements relating to recreation leave.

55.2 Definitions

For the purpose of this clause:

- (a) “month” means a calendar month;
- (b) “shift worker” means a Medical Officer who works rostered shifts including day shift, evening shift and night shift; and
- (c) “year” means a calendar year.

55.3 Recreation Leave

- (a) A Medical Officer (except for a casual Medical Officer) is entitled to:
 - (i) four (4) weeks paid recreation leave per year;
 - (ii) an additional two (2) weeks paid recreation leave per year if normally stationed in the Northern Territory or under any condition the Commissioner so determines. This will not affect and will be in addition to the entitlement under paragraph (iii); and
 - (iii) an additional seven (7) consecutive days including non-working days paid recreation leave per year for a seven (7) day shift worker, provided that a shift worker rostered to perform duty on less than 10 Sundays during a year is entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.
- (b) A rostered overtime shift of three (3) hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in paragraph (a)(iii).

55.4 Accrual of Leave

- (a) A Medical Officer’s entitlement to paid recreation leave accrues progressively during a year of service according to the Medical Officer’s ordinary hours of work.
- (b) If a Medical Officer takes unpaid leave that does not count as service, leave will not accrue for that period.
(Note: a Medical Officer who has taken unpaid leave that does count for service will accrue leave for that period.)
- (c) A part-time Medical Officer will accrue recreation leave on a pro-rata basis in accordance with his / her agreed hours of work.
- (d) A Medical Officer who has worked for only part of a year will accrue recreation leave on a pro-rata basis in accordance with his / her ordinary hours of work or, agreed hours of work if a part-time Medical Officer.
- (e) Recreation leave accumulates from year to year.

55.5 Granting of Leave

- (a) The CEO may, on application in writing by the Medical Officer, grant leave for recreation purposes, subject to the Agency’s operational requirements.

55.6 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under Schedule 2), the Medical Officer is entitled to his /her full rate of pay that he or she would have been paid had the public holiday fallen on a day that he or she was not on recreation leave, and
- (b) the period of the public holiday is not deducted from the Medical Officer’s recreation leave entitlement.

55.7 Excess Leave

Where a Medical Officer has accrued recreation leave entitlements in excess of two (2) years (or three (3) years in the case of a compulsory transferee), the CEO may, on giving a minimum of two (2) months notice, direct the Medical Officer to take recreation leave and the Medical Officer must take that leave within a three (3) month period, or a period agreed between the parties, to reduce the accrued leave balance to the equivalent of two years (or three (3) years in the case of a compulsory transferee) of entitlements.

55.8 Cash-out of Leave

A Medical Officer may apply, in writing, to the CEO to cash-out an amount of his/her available recreation leave provided that:

- (a) the Medical Officer's remaining accrued entitlement to paid recreation leave is not less than four (4) weeks;
- (b) each cashing out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
- (c) the Medical Officer must be paid at least the full amount that would have been payable to the Medical Officer had the Medical Officer taken the leave that the Medical Officer has forgone; and
- (d) a minimum of five (5) days to be cashed-out on any occasion.

55.9 Illness During Leave

Where a Medical Officer becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 59 (Personal Leave), the CEO may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

55.10 Payment in lieu

- (a) Where a Medical Officer ceases employment, other than by death, the Medical Officer is entitled to payment in lieu of any available recreation leave entitlement.
- (b) Where a Medical Officer dies, or after consideration of all the circumstances the Employer has directed that a Medical Officer will be presumed to have died on a particular date, the CEO may authorise payment in lieu of the Medical Officer's remaining recreation leave entitlement:
 - (i) to the Medical Officer's legal personal representative; or
 - (ii) when authorised by the Medical Officer's legal personal representative, to another person or persons at the CEO's discretion.

56. Omitted

57. Christmas Closedown

- (a) The CEO will consult with relevant Medical Officers that the Department or part of the Department will close down for a nominated period and that close down will occur provided that:
 - (i) at least three (3) months notice in writing is given to Medical Officers prior to the close down period; and
 - (ii) the nominated period falls between 25 December and 1 January.
- (b) Close down may apply to part of the Department where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a close down period. This may occur subject to the CEO:

- (i) consulting with Medical Officers regarding what staffing resources are required for the period and calling for volunteers to cover the close down period in the first instance; or
 - (ii) if no volunteers are forthcoming, directing Medical Officers with at least two (2) months notice to cover the close down period.
- (c) Medical Officers affected by the closedown period must use either recreation leave, time off in lieu or flextime credits to cover the close down period.
 - (d) New Medical Officers, who will not be able to accrue enough leave credits to cover the close down period, may be offered by the CEO to work additional hours to enable sufficient time off in lieu or flextime credits to be accrued to cover the close down period.

57.2 If a Medical Officer has insufficient accrued recreation leave entitlements, time off in lieu or flextime credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

58. Recreation Leave Loading

58.1 Recreation leave loading entitlement

- (a) In addition to normal salary payment for recreation leave, a Medical Officer is entitled to a recreation leave loading on 1 January each year. Subject to paragraph (b), the amount of the loading will be the lesser of:
 - (i) 17 and one half percent of the value of the annual recreation leave accrued over the previous year based on the Medical Officer's salary, including allowances in the nature of salary; or
 - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the June quarter of the previous year.
- (b) In the case of a shift worker who would have been entitled to shift penalties in excess of the maximum payment referred to in sub-paragraph (a)(ii) had the Medical Officer not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shift penalties.

58.2 Payment of recreation leave loading

- (a) A Medical Officer who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.
- (b) On cessation of employment a Medical Officer is entitled to payment in lieu of any unpaid leave loading plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.
- (c) Where a Medical Officer commenced and ceased employment in the same year, the Medical Officer's salary for purposes of calculation of the leave loading at paragraph (b) will be the salary payable had the Medical Officer been employed on 1 January of that year.

58.3 Automatic cash-out

- (a) Where a Medical Officer has two or more recreation leave loadings, the following automatic payment provisions will apply:
 - (i) the common cash-up date for the automatic payment of recreation leave loadings is the second payday in January of each year or in any case by the end of January each year;

- (ii) a Medical Officer with two accrued recreation leave loadings as at 1 January will have one recreation leave loading automatically paid on the common cash-up date of that year;
- (iii) a Medical Officer with three or more accrued recreation leave loadings as at 1 January will have two recreation leave loadings automatically paid on the common cash-up date of that year;
- (iv) recreation leave loadings will be paid in the order of accrual; and
- (v) recreation leave loadings will continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.

(b) The automatic payment of recreation leave loadings will not apply to shiftworkers.

59. Personal Leave

59.1 Relationship with By-laws and other instruments

The provisions of this clause set out all entitlements in relation to personal leave (sick/carer's leave), and replace all By-law entitlements relating to personal leave (sick/carer's leave).

59.2 General

- (a) Subject to this clause, a Medical Officer may take personal leave if the leave is:
 - (i) because the Medical Officer is not fit for work because of a personal illness, or personal injury affecting the Medical Officer (sick leave); or
 - (ii) to provide care or support to a member of the Medical Officer's immediate family or household who requires such care or support because of:
 - A. a personal illness or personal injury of the member (carer's leave); or
 - B. an unexpected emergency affecting the member (carer's leave).

59.3 Definitions

For the purpose of this clause:

- (a) "child" means birth, adopted, step, exnuptial or adult child;
- (b) "de facto partner" means a person who lives with the Medical Officer as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the Medical Officer;

- (c) “immediate family” member means
 - (i) a spouse, child, parent, grandparent, grandchild, or sibling of the Medical Officer; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse of the Medical Officer.
 (Note: ‘Spouse’ includes de facto partner, refer paragraph 59.3(g))
- (d) “medical certificate” means a certificate signed by a registered health practitioner;
- (e) “personal leave year” means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;
- (f) “registered health practitioner” means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type); and
- (g) “spouse” includes a former spouse, a de facto partner or a former de facto partner.

59.4 Paid Personal Leave Entitlement

- (a) An ongoing Medical Officer is entitled to:
 - (i) three (3) weeks paid personal leave on commencement of employment; and
 - (ii) three (3) weeks paid personal leave annually on the anniversary of the Medical Officer’s commencement date.
- (b) A fixed period Medical Officer is entitled to:
 - (i) two (2) days paid personal leave on commencement of employment;
 - (ii) Up to one week of paid personal leave for each period of two (2) months service provided that the total leave does not exceed three (3) weeks within the first 12 months of service; and
 - (iii) three (3) weeks paid personal leave annually on the anniversary of the Medical Officer’s commencement date.
- (c) Where a Medical Officer is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of paragraph (a) will be taken to have applied from the date of commencement of fixed period employment, and the Medical Officer’s personal leave record will be adjusted accordingly.
- (d) A part-time Medical Officer is entitled to paid personal leave on a pro-rata basis in accordance with his or her agreed hours of work.
- (e) Casual Medical Officers are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) A Medical Officer’s paid personal leave entitlement will be deferred by any period of:
 - (i) leave on account of illness where the absence is without pay and not covered by documentary evidence;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.

59.5 Accessing Paid Personal Leave

- (a) Subject to the requirements of sub-clauses 59.7 and 59.8, a Medical Officer is entitled to access paid personal leave up to a maximum of his/ her accrued personal leave entitlement.
- (b) A Medical Officer may access personal leave without providing documentary evidence, up to a maximum of five (5) days or the equivalent number of hours of duty per personal leave year, provided that no more than three (3) of those days may be consecutive working days or the equivalent number of hours of duty.
- (c) A Medical Officer may elect to access personal leave at half pay where the absence is at least one (1) day.

59.6 Additional Personal Leave

- (a) Subject to the requirements of sub-clauses 59.7 and 59.8, a Medical Officer who has exhausted his or her entitlement to paid personal leave is entitled to access up to two (2) days unpaid carer's leave on each occasion that he/she requires carer's leave. This may be taken as a single unbroken period of up to two (2) days or any separate periods as agreed between the Medical Officer and the CEO.
- (b) After considering all relevant circumstances, the CEO may grant:
 - (i) an amount of unpaid leave in excess of the amount specified in paragraph (a);
 - (ii) additional sick/carer's leave on half pay, which cannot be converted to full pay; or
 - (iii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be sick/carer's leave for all other purposes under the provisions of this clause.
- (c) The provisions of paragraphs 59.8(a) and 59.8(b)(i) apply to casual Medical Officers.

59.7 Notice Requirements

A Medical Officer must make all reasonable effort to advise his or her manager as soon as reasonably practicable on any day of absence from his/ her employment. If it is not reasonably practicable for the Medical Officer to give prior notice of absence due to circumstances beyond the Medical Officer's control, the Medical Officer will notify his/her manager by telephone of such absence at the first opportunity of such absence.

59.8 Documentation Requirements

- (a) A Medical Officer must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the Medical Officer to make the application.
- (b) Subject to paragraph 59.5(b) to assist the CEO to determine if the leave taken or to be taken, was or is for one of the reasons set out in sub-paragraph 59.2(a)(i) (sick leave) 59.2(a)(i), a Medical Officer must, as soon as reasonably practicable provide the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) if it is not reasonably practicable for the Medical Officer to access a registered health practitioner to obtain a medical certificate because they reside in a remote or regional locality or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
 - A. the reasons why it was not practicable to provide a medical certificate; and
 - B. the reason for the illness and length of absence.

- (c) Subject to paragraph 59.5(b) to assist the CEO to determine if the leave taken or to be taken, was or is for one of the reasons set out in paragraph 59.2(a)(ii) (carer's leave), a Medical Officer must, as soon as reasonably practicable, provide the CEO with evidence which may include a medical certificate from a Registered Health Practitioner or other relevant documentary evidence stating the condition of the person concerned, or the unexpected emergency, and that this condition/unexpected emergency required the Medical Officer's care or support.

59.9 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of sub-clauses 59.7 and 59.8 and the recreation leave and long service leave provisions, a Medical Officer may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu will also be at half pay.

59.10 Medical examination at the direction of the CEO

- (a) The CEO may direct a Medical Officer to attend an examination by a registered health practitioner approved by the Commissioner where:
 - (i) a Medical Officer is frequently or continuously absent, or expected to be so, due to illness;
 - (ii) it is considered that a Medical Officer's efficiency may be affected due to illness;
 - (iii) there is reason to believe that a Medical Officer's state of health may render the Medical Officer a danger to him/herself, other Medical Officers or the public; or
 - (iv) under Part 7 (Medical Officer performance and inability) and Part 8 (Discipline) of the PSEM Act.
- (b) A Medical Officer directed to attend a medical examination in accordance with paragraph 59.10(a) who is:
 - (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;
 - (ii) a Medical Officer other than one to which sub-paragraph 59.10(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known,

and the grant of sick leave after the date of examination or the Medical Officer's return to duty will be subject to the findings of the medical examination.

- (c) The CEO will not grant sick leave where the Medical Officer fails to attend a medical examination without reasonable cause, or where illness is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

59.11 Infectious disease

Where a Medical Officer produces documentary evidence that:

- (a) he or she is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act*; and
- (b) by reason of any law of the Territory or any State or Territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant

- (c) sick leave for any period during which the Medical Officer actually suffers from illness; or
- (d) recreation leave in relation to any period during which the Medical Officer does not actually suffer from illness.

59.12 War service

The Commissioner will determine the conditions under which personal leave may be granted to a Medical Officer where an illness or injury is directly attributed to the Medical Officer's war service, provided satisfactory medical evidence is produced.

59.13 Personal leave – Workers Compensation

A Medical Officer is not entitled to paid personal leave for a period during which the Medical Officer is absent from duty because of personal illness, or injury, for which the Medical Officer is receiving compensation payable under Northern Territory workers compensation legislation.

60. **Compassionate Leave**

60.1 Relationship with By-laws and other instruments:

The provisions of this clause set out all entitlements in relation to compassionate leave and replace all By-law entitlements relating to compassionate leave.

60.2 Except as otherwise stated in this clause, this clause does not apply to Medical Officers engaged on a casual basis.

60.3 Definitions

For the purpose of this clause:

- (a) “child” means birth, adopted, step, exnuptial or adult child;
- (b) “de facto partner” means a person who lives with the Medical Officer as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the Medical Officer;
- (c) “immediate family” means:
 - (i) a spouse, child, parent, grandparent, grandchild, or sibling of the Medical Officer; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse of the Medical Officer.
- (d) “spouse” includes a former spouse, de facto partner and former de facto partner.

- 60.4 Subject to sub-clauses 60.5 and 60.6, in the event of the death of, or an illness or injury posing a serious threat to the life of a Medical Officer's immediate family or household member:
- (a) a Medical Officer is entitled to three (3) days of paid compassionate leave. Such leave may be taken as a block of three (3) days for each occasion, in broken periods of at least one day, or as agreed between the Medical Officer and the CEO; or
 - (b) a casual Medical Officer is entitled to two (2) days of unpaid compassionate leave for each occasion. Such leave may be taken as a block of two (2) days for each occasion, in broken periods of at least one (1) day or as agreed between the Medical Officer and the CEO.

60.5 Notice Requirements

A Medical Officer must provide the CEO with notice of the taking of leave under this clause as soon as practicable (which may be a time after the leave has started) and must advise of the period, or expected period of the leave.

60.6 Documentation Requirements

The CEO may require a Medical Officer to produce documentary evidence of the need for compassionate leave.

- 60.7 In addition to the paid entitlement under sub-clause 0, the CEO may grant a period of unpaid compassionate leave once the entitlement to paid leave is exhausted.

61. Long Service Leave

Long Service Leave (LSL) will be utilised as detailed in By-law 8 of the PSEM Act.

62. Parental Leave

Clause 49–Parental Leave of the Northern Territory Public Sector 2013 – 2017 Enterprise Agreement, which relates to maternity, parternity/partner and adoption leave, will apply to Medical Officers.

63. Other Leave

63.1 Emergency leave

The provisions of By-law 15 do not apply to Medical Officers covered by this Agreement.

63.2 Omitted

63.3 Omitted

63.4 Leave to attend industrial proceedings

- (a) A Medical Officer required by summons or subpoena to attend industrial proceedings, or to give evidence in proceedings affecting the Medical Officer will be granted paid leave.
- (b) Leave to attend industrial proceedings counts as service for all purposes.

64. Sabbatical Leave – Senior and Rural Medical Officers

64.1 The following Medical Officer classifications are eligible for sabbatical leave under this clause:

- (a) Staff Specialist
- (b) Senior Staff Specialist
- (c) Senior Rural Medical Practitioner
- (d) Chief Rural Medical Practitioner
- (e) Senior Rural Generalist

- 64.2 The purpose of sabbatical leave is to provide the opportunity for long-serving senior Medical Officers to undertake study and research opportunities of up to 13 weeks duration within Australia or overseas in areas that will serve to increase their skills and expertise and be of direct and significant benefit to the practice of medicine in the Department.
- 64.3 Subject to the requirements of this clause, leave of absence with pay may be granted to a Medical Officer who holds a classification specified under sub-clause 64.1 and who has completed 5 years of continuous service with the Department.
- 64.4 Applications satisfying the criteria specified in this clause can be expected to be favourably considered, subject to appropriate arrangements being made to provide for ongoing service needs and operational requirements.
- 64.5 A Medical Officer who is granted sabbatical leave under this clause must have the potential to render to the Department a minimum of 2 years service after that Medical Officer's return from such leave.
- 64.6 Successful applicants for sabbatical leave will be granted paid leave from the Department for the duration of the approved leave.
- 64.7 Subject to sub-clauses 64.8 and 64.9, on the completion of each 5 years of continuous service, there will accrue to a Medical Officer entitled to be granted leave under this clause, a sabbatical leave credit of a period equivalent to the Medical Officer's ordinary hours of duty during a period of 13 weeks.
- 64.8 Where a Medical Officer is employed on a part-time basis, an accrual of sabbatical leave will be made in accordance with 64.7 on completion of each 5 years of continuous service. The amount of sabbatical leave payable will be calculated on the basis of the Medical Officer's ordinary part-time hours of duty during a period of 13 weeks.
- 64.9 The maximum sabbatical leave credit that a Medical Officer may accrue is 26 weeks.
- 64.10 The Medical Officer's application for sabbatical leave will be in writing and will contain adequate details of the proposed program of study or research.
- 64.11 Applications for sabbatical leave should be made at least 6 months prior to the requested date of leave. However, this period may be varied by mutual agreement between the appropriate delegated Manager and the Medical Officer concerned.
- 64.12 A Medical Officer may appeal against a decision of the delegated Manager not to approve the proposed program of study or research to an independent arbitrator. Such independent arbitrator will be mutually acceptable to the Department and the Medical Officer concerned. The independent arbitrator will arbitrate on the merits of the proposed study program only and not on:
- (a) the entitlement as to sabbatical leave, or
 - (b) matters of exigency referred to in sub-clauses 64.4 and 64.5.
- 64.13 The decision of the independent arbitrator in this matter will be final and mutually binding on both parties.
- 64.14 Subject to sub-clause 64.15, where Medical Officer proceeds on sabbatical leave of less than the amount accrued, the Medical Officer will be deemed to have received the full entitlement under this clause and will not be entitled to claim an entitlement representing the balance of the leave accrued. The absence of an officer on sabbatical leave will be prima-facie evidence that the Medical Officer has received the full entitlement under this clause.
- 64.15 At the discretion of the Department, approval may be given for a Medical Officer to retain the balance of any accrued leave, where such an entitlement would otherwise be deemed to have

been utilised in accordance with sub-clause 64.14. In considering requests under this clause each case will be considered on its merits.

- 64.16 On resignation, retirement or other cessation of employment from the Department, there will be no entitlement to payment in respect of any accrued sabbatical leave.
- 64.17 Approved recreation leave and long service leave may be taken in conjunction with sabbatical leave.
- 64.18 A Medical Officer granted sabbatical leave will, within a period of one month after resuming duty, provide to the Department a detailed report on the activities associated with such leave.
- 64.19 Utilisation of Sabbatical Leave will be considered as continuous service for the payment of the Regional and Remote Living payments contained in this Agreement.

Transitional Arrangements/Commencement

- 64.20 The date of commencement of accrual of sabbatical leave will be the first day of July 1994 for Medical Officers employed at that time. The date of commencement of accrual will be the actual date of commencement of employment for Medical Officers engaged after that date.

65. **Work Life Balance**

65.1 Work Life Balance Initiatives

- (a) The Commissioner is committed to providing Medical Officers with flexibility to assist in balancing work and life commitments. The following initiatives may be accessed by Medical Officers (except for sub-clause 65.4, this clause does not apply to casual employees):
- (i) use of individual flexible working arrangements as per clause 13;
 - (ii) Home-based work;
 - (iii) Job sharing;
 - (iv) Part-time work;
 - (v) Career breaks;
 - (vi) Part-year employment; and
 - (vii) Short term absences for family and community responsibilities.
- (b) In addition to the above, the following initiatives in relation to leave may also be accessed by Medical Officers to assist in balancing work and life commitments:
- (i) Utilisation of recreation leave at half pay
 - (ii) Purchase of additional leave
 - (iii) Advanced notice of extended leave without pay (up to 12 months)

65.2 General Principles in relation to Work Life Balance Initiatives

- (a) A Medical Officer's request to access work life balance initiatives:
- (i) must be in writing; and
 - (ii) set out details of the change sought and the reasons for the request.
- (b) When considering applications from Medical Officers wishing to access the initiatives specified in sub-clause 65.1, the CEO must ensure that:
- (i) the Department's operational requirements are taken into account and services to the public are not disrupted;

- (ii) Medical Officers fulfil the criteria outlined in this clause;
 - (iii) fair and reasonable consideration is given to Medical Officer applications; and
 - (iv) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other Medical Officers.
- (c) When considering applications from Medical Officers wishing to access the leave initiatives in sub-clause 65.1(b), the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where Medical Officers are likely to have significant accrued leave entitlements at the time of accessing the leave initiatives.
 - (d) The CEO must provide written reasons for a decision where a Medical Officer's application is refused.
 - (e) The CEO may establish internal procedures for assessing a Medical Officer's application, which must not be inconsistent with the provisions of this clause.
 - (f) Medical Officers accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development, information and meetings, as other Medical Officers where possible.
 - (g) Medical Officers accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.

65.3 In addition to the general principles contained in this clause, access to the initiatives described in:

- (a) sub-clause 65.1(a) and 65.1(b) above must be in accordance with any relevant enterprise agreement provisions, guidelines or policies; and
- (b) sub-clause 65.1(a) and 65.1(b) above must be in accordance with the specific requirements of Schedule 2.

65.4 Formal Requirements Applicable to a Request for Flexible Working Arrangements in Certain Circumstances:

- (a)
 - (i) In accordance with the FW Act, where a Medical Officer, including an eligible casual employee, is making a request to change his/ her working arrangements because certain circumstances, as set out in paragraph 65.4(a)(ii), apply to them and the Medical Officer would like to change his/ her working arrangements because of those circumstances, the requirements of this sub-clause will apply.
 - (ii) The following are the circumstances, the Medical Officer:
 - is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - has a disability;
 - is 55 or older;
 - is experiencing violence from a member of the Medical Officer's family;
 - provides care or support to a member of the Medical Officer's immediate family, or a member of the Medical Officer's household, who requires care

or support because the member is experiencing violence from the member's family.

- (b) The Medical Officer's request must:
- (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the request.
- (c) The CEO must:
- (i) give the Medical Officer a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
 - (ii) only refuse the request on reasonable business grounds as set out in paragraph 65.4(d); and
 - (iii) if the request is refused, provide details of the reasons for the refusal.
- (d) For the purposes of paragraph 65.4(c)(ii) reasonable business grounds includes, but are not limited to:
- that the new working arrangements would be too costly for the Employer;
 - that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - that there is likely to be a significant loss in efficiency or productivity;
 - that there is likely to be a significant negative impact on customer service.
- (e) An 'eligible casual Medical Officer' is defined under the Parental Leave provisions of paragraph 49.2(c) of the Northern Territory Public Sector 2013–2017 Enterprise Agreement.

PART 6 - OTHER CONDITIONS OF EMPLOYMENT

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

66.1 Where a Medical Officer, who has a financial debt to the Northern Territory Government in relation to his/ her employment (eg: overpayment of salary and/or allowances), ceases employment before the debt is fully recovered, the balance of the debt owing may, at the discretion of the CEO, be offset against any final payments due as a result of the cessation of employment.

- 66.2 The Department is permitted to deduct relocation costs in certain circumstances.
- (a) The CEO may authorise a deduction from a Medical Officer's final salary payment to recover relocation expenses associated with the recruitment of the Medical Officer, if:
 - (i) the Medical Officer is a fixed period Medical Officer and the Medical Officer terminates his/her contract of employment before the expiry of the contract; or
 - (ii) the Medical Officer is an ongoing Medical Officer and the Medical Officer terminates his/her contract of employment within 12 months of the start of the Medical Officer's employment.
 - (b) Relocation expenses are expenses covered by By-law 27, Relocation Expenses - Employment and Transfer.
 - (c) This clause will not apply in those circumstances in which:
 - (i) the CEO and the Medical Officer mutually agree to terminate the contract of employment; or
 - (ii) the CEO decides that special circumstances apply.

67. Professional Standards and Behaviours

67.1 Professional Standards and Behaviours

- (a) Although it is not possible to develop provisions to cover every situation, the parties acknowledge that there are certain professional standards and behaviour that must be observed by Medical Officers.
- (b) The parties agree that professional standards and behaviour will have five inter-related foci: patient care; working with others; managing resources; professional development; and non-direct clinical contact for senior Medical Officers.

67.2 Patient Care

- (a) Medical Officers will deal with patients in a manner that respects their autonomy, cultural and religious values and is consistent with their rights to give informed consent for treatment or withdrawal from treatment.
- (b) In order to facilitate informed consent, Medical Officers will take appropriate steps to provide patients from culturally and linguistically diverse backgrounds with access to interpreters.
- (c) Consistent with paragraph 67.2(a), Medical Officers will ensure that they adhere to the Department's cultural security and associated policies.
- (d) Medical Officers will ensure that all clinical duties such as the preparation of clinical notes and discharge summaries are completed in a timely manner.

67.3 Working with Others

- (a) Medical Officers work in multi-disciplinary teams with a range of other health workers with their own professional standards, models of care or vocational training. Medical Officers will ensure that they demonstrate respect for their co-workers.
- (b) Medical Officers who are appointed to leadership roles within the Department of Health will ensure they have participated in the Department's training in human resource and financial management program.

67.4 Managing Resources

- (a) Medical Officers will:

- (i) assist the different units within the Department meet their budget targets, including maximising private practice revenue;
 - (ii) work to reduce duplication in client tests such as radiography or pathology; and
 - (iii) utilise cost effective pharmaceutical and consumable supplies.
- (b) Rural Medical Practitioners will compile and update, as required, community profiles, including epidemiological data.
 - (c) Rural Medical Practitioners will, where appropriate, complete Medicare Claim forms for eligible GP services carried out on patients in accordance with the Medicare Benefits Schedule.

67.5 Professional Development

- (a) Medical Officers are expected to participate actively in all ongoing continuing medical education. Medical Officers will document their proposed continuing professional development in their work partnership plans.
- (b) Medical Officers will use their professional development allowance to offset the costs of their continuing medical education as documented in their work partnership plans.
- (c) All Medical Officers, including Medical Officers on training rotations through the Northern Territory will participate in Aboriginal Cultural Awareness Program training offered by the Department.

67.6 Non-direct clinical contact Senior Medical Officers

- (a) It is acknowledged that Senior Medical Officers are required to perform a range of non-direct clinical duties; including, but not limited to:
 - (i) teaching and supervising junior Medical Officers and medical students;
 - (ii) teaching non-medical professional health staff and students from time to time; and
 - (iii) ensuring that accreditation standards are met.
- (b) Senior Medical Officers and the Department will work together to ensure that these requirements are met.

68. **Interrupted Employment**

68.1 In recognition of the mutual benefit that can be gained through appropriate service in other organisations, Medical Officers whose employment with the Department is interrupted as a consequence of :

- (a) engagement with a recognised humanitarian medical program; or
- (b) participation in a structured rotation as a registrar.

may be recognised as continuous service for the purposes of accrual of Long Service Leave and Professional Training Allowance.

68.2 Recognition of service under sub-clause 68.1 will be subject to approval by the CEO or his/her delegate

68.3 The maximum period of interrupted employment to be recognised is 24 months.

68.4 Structured rotations must be approved as part of a recognised vocational training program for an Australian Specialist Medical College.

68.5 To be eligible for this provision the Medical Officer would need a minimum of one (1) year's prior service and one (1) year's subsequent service with the Department.

69. **Redeployment and Redundancy**

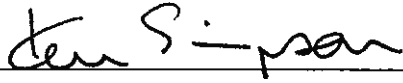
69.1 Subject to 69.2, Schedule 10 (Northern Territory Public Sector Redeployment and Redundancy Entitlements) of the Northern Territory Public Sector 2013–2017 Enterprise Agreement will apply to Medical Officers.

69.2 The provisions of Schedule 10 (Northern Territory Public Sector Redeployment and Redundancy Entitlements) of the Northern Territory Public Sector 2013–2017 Enterprise Agreement do not apply in transfer of business or transfer of employment situations where work of the Employer is outsourced or transferred to another employer and the Medical Officer receives an offer of employment with the second employer:

- (a) on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than the Medical Officer's terms and conditions with the Employer immediately before the termination; and
- (b) which recognises the Medical Officer's service with the Employer in relation to redundancy.

SIGNATORIES

TO THE MEDICAL OFFICERS NORTHERN TERRITORY PUBLIC SECTOR 2014-2017 ENTERPRISE
Agreement

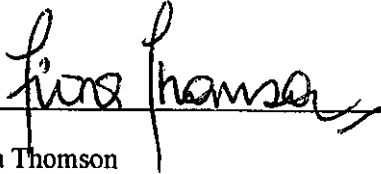


Ken Simpson
Northern Territory Commissioner for Public Employment

GPO Box 4371

DARWIN NT 0801

Dated: 28/2/14



Fiona Thomson

Northern Territory Industrial Officer

Australian Salaried Medical Officers' Federation

(Commonwealth Branch)

PO Box 2299

PARAP NT 0804

Dated: 5 March 2014

Schedule 1 – Rates of Pay and Allowances

The following annual salary rates will apply to a Medical Officer employed under this Agreement.

Level	Classification	Old Salary rates effective 04.01.13 \$pa	Salary rates effective 02.01.14 \$pa	Salary rates effective 01.01.15 \$pa	Salary rates effective 14.01.16 \$pa	Salary rates effective 12.01.17 \$pa
MO1	Intern	63 393	65 295	67 254	69 272	71 350
MO2	Resident Yr 1	73 506	75 711	77 982	80 321	82 731
MO3	Resident Yr 2	78 426	80 779	83 202	85 698	88 269
MO4	Resident Yr 3	83 179	85 674	88 244	90 891	93 618
MO5	Resident Yr 4	87 439	90 062	92 764	95 547	98 413
	Hospital Medical Officer					
HMO1	Hospital Medical Officer Yr 1	87 439	90 062	92 764	95 547	98 413
HMO2	Hospital Medical Officer Yr 2	89 910	92 607	95 385	98 247	101 194
HMO3	Hospital Medical Officer Yr 3	96 068	98 950	101 919	104 977	108 126
HMO4	Hospital Medical Officer Yr 4	102 649	105 728	108 900	112 167	115 532
HMO5	Hospital Medical Officer Yr 5	109 680	112 970	116 359	119 850	123 446
HMO6	Hospital Medical Officer Yr 6	117 194	120 710	124 331	128 061	131 903
HMO7	Hospital Medical Officer Yr 7	125 227	128 984	132 854	136 840	140 945
	Senior Hospital Medical Officer					
SHMO1	Snr. Hospital Medical Officer Yr 1	128 339	132 189	136 155	140 240	144 447
SHMO2	Snr. Hospital Medical Officer Yr 2	132 487	136 462	140 556	144 773	149 116
	Registrar					
REG1	Registrar Yr 1	87 439	90 062	92 764	95 547	98 413
REG2	Registrar Yr 2	91 651	94 401	97 233	100 150	103 155
REG3	Registrar Yr 3	95 969	98 848	101 813	104 867	108 013
REG4	Registrar Yr 4	100 393	103 405	106 507	109 702	112 993
REG5	Registrar Yr 5	104 923	108 071	111 313	114 652	118 092
REG6	Registrar Yr 6	109 559	112 846	116 231	119 718	123 310
	Senior Registrar					
SREG1	Senior Registrar Yr 1	119 158	122 733	126 415	130 207	134 113
SREG2	Senior Registrar Yr 2	130 262	134 170	138 195	142 341	146 611
	Fellow					
FEL1	Fellow	141 432	145 675	150 045	154 546	159 182
	Staff Specialist					
SMO1.1	Staff Specialist Yr 1	152 602	157 180	161 895	166 752	171 755
SMO1.2	Staff Specialist Yr 2	159 428	164 211	169 137	174 211	179 437
SMO1.3	Staff Specialist Yr 3	166 253	171 241	176 378	181 669	187 119
SMO1.4	Staff Specialist Yr 4	173 078	178 270	183 618	189 127	194 801
SMO1.5	Staff Specialist Yr 5	179 903	185 300	190 859	196 585	202 483
SMO1.6	Staff Specialist Yr 6	186 730	192 332	198 102	204 045	210 166
	Senior Staff Specialist					
SMO2.1	Senior Staff Specialist Yr 1	193 117	198 911	204 878	211 024	217 355
SMO2.2	Senior Staff Specialist Yr 2	203 370	209 471	215 755	222 228	228 895
SMO2.3	Senior Staff Specialist Yr 3	213 623	220 032	226 633	233 432	240 435

Classification and level	Old Salary rates effective 04.01.13 \$pa	Salary rates effective 02.01.14 \$pa	Salary rates effective 01.01.15 \$pa	Salary rates effective 14.01.16 \$pa	Salary rates effective 12.01.17 \$pa
Rural Registrar					
RL1.1	87 439	90 062	92 764	95 547	98 413
RL1.2	92 510	95 285	98 144	101 088	104 121
RL1.3	98 407	101 359	104 400	107 532	110 758
Senior Rural Registrar					
RL2.1	103 552	106 659	109 859	113 155	116 550
RL2.2	109 559	112 846	116 231	119 718	123 310
Rural Medical Practitioner					
RL3.1	128 339	132 189	136 155	140 240	144 447
RL3.2	132 487	136 462	140 556	144 773	149 116
Qualification Barrier					
RL3.3	152 602	157 180	161 895	166 752	171 755
RL3.4	159 428	164 211	169 137	174 211	179 437
RL3.5	166 253	171 241	176 378	181 669	187 119
Senior Rural Medical Practitioner					
RL4.1	173 078	178 270	183 618	189 127	194 801
RL4.2	179 903	185 300	190 859	196 585	202 483
RL4.3	186 730	192 332	198 102	204 045	210 166
RL4.4	193 117	198 911	204 878	211 024	217 355
Rural Medical Administrator					
RL4.2	179 903	185 300	190 859	196 585	202 483
RL4.3	186 730	192 332	198 102	204 045	210 166
RL4.4	193 117	198 911	204 878	211 024	217 355
Chief Rural Medical Practitioner					
RL5	213 623	220 032	226 633	233 432	240 435

Classification and level	Old Salary rates effective 04.01.13 \$pa	Salary rates effective 02.01.14 \$pa	Salary rates effective 01.01.15 \$pa	Salary rates effective 14.01.16 \$pa	Salary rates effective 12.01.17 \$pa
Rural Generalist Trainee					
Intern - MO1	63 393	65 295	67 254	69 272	71 350
MO2	73 506	75 711	77 982	80 321	82 731
MO3	78 426	80 779	83 202	85 698	88 269
RGT1	87 439	90 062	92 764	95 547	98 413
RGT2	98 407	101 359	104 400	107 532	110 758
RGT3	109 559	112 846	116 231	119 718	123 310
Rural Generalist					
RG1	152 602	157 180	161 895	166 752	171 755
RG2	159 428	164 211	169 137	174 211	179 437
RG3	166 253	171 241	176 378	181 669	187 119
Senior Rural Generalist					
SRG1	179 903	185 300	190 859	196 585	202 483
SRG2	186 730	192 332	198 102	204 045	210 166
SRG3	193 117	198 911	204 878	211 024	217 355

The following allowances and payments will apply to a Medical Officer employed under this Agreement.

Clause 25 – Preminent Status Allowance

Old Allowance rate effective 04.01.13 \$pa	Allowance rate effective 02.01.14 \$pa	Allowance rate effective 01.01.15 \$pa	Allowance rate effective 14.01.16 \$pa	Allowance rate effective 12.01.17 \$pa
7 957	8 196	8 442	8 695	8 956

Clause 26 – Managerial Allowance

Level	Old Allowance rates effective 04.01.13 \$pa	Allowance rates effective 02.01.14 \$pa	Allowance rates effective 01.01.15 \$pa	Allowance rates effective 14.01.16 \$pa	Allowance rates effective 12.01.17 \$pa
1	5 305	5 464	5 628	5 797	5 971
2	15 914	16 391	16 883	17 389	17 911
3	21 218	21 855	22 511	23 186	23 882
4	26 523	27 319	28 139	28 983	29 852

Clause 29 - Registrar Rural Rotation Allowance

Old Allowance rate effective 04.01.13 \$pa	Allowance rate effective 02.01.14 \$pa	Allowance rate effective 01.01.15 \$pa	Allowance rate effective 14.01.16 \$pa	Allowance rate effective 12.01.17 \$pa
10 609	10 927	11 255	11 593	11 941

Clause 30 – Rural Medical Practitioners – Living Payments and Allowances

Attraction Allowance

Level	Old Allowance rates effective 04.01.13 \$pa	Allowance rates effective 02.01.14 \$pa	Allowance rates effective 01.01.15 \$pa	Allowance rates effective 14.01.16 \$pa	Allowance rates effective 12.01.17 \$pa
1	10 609	10 927	11 255	11 593	11 941
2	21 218	21 855	22 511	23 186	23 882
3	31 827	32 782	33 765	34 778	35 821

Retention payment

Level	Old Allowance rates effective 04.01.13 \$pa	Allowance rates effective 02.01.14 \$pa	Allowance rates effective 01.01.15 \$pa	Allowance rates effective 14.01.16 \$pa	Allowance rates effective 12.01.17 \$pa
1	15 914	16 391	16 883	17 389	17 911
2	26 523	27 319	28 139	28 983	29 852
3	31 827	32 782	33 765	34 778	35 821

Senior Rural Medical Practitioner Allowance

Old Allowance rates effective 04.01.13 \$pa	Allowance rates effective 02.01.14 \$pa	Allowance rates effective 01.01.15 \$pa	Allowance rates effective 14.01.16 \$pa	Allowance rates effective 12.01.17 \$pa
21 218	21 855	22 511	23 186	23 882

Sub-clause 49.7(c) – Clinical Advice by telephone

Level	Old Allowance rate effective 04.01.13 \$	Allowance rate effective 02.01.14 \$	Allowance rate effective 01.01.15 \$	Allowance rate effective 14.01.16 \$	Allowance rate effective 12.01.17 \$
Night	109.53	113.00	116.00	119.00	123.00
Day / Night	122.89	127.00	131.00	135.00	139.00

Level	Old Allowance rate effective 04.01.13 \$	Allowance rate effective 02.01.14 \$	Allowance rate effective 01.01.15 \$	Allowance rate effective 14.01.16 \$	Allowance rate effective 12.01.17 \$
Night	109.53	113.00	116.00	119.00	123.00
Day / Night	122.89	127.00	131.00	135.00	139.00

Level	Old Allowance rate effective 04.01.13 \$	Allowance rate effective 02.01.14 \$	Allowance rate effective 01.01.15 \$	Allowance rate effective 14.01.16 \$	Allowance rate effective 12.01.17 \$
Night	109.53	113.00	116.00	119.00	123.00
Day / Night	122.89	127.00	131.00	135.00	139.00

Schedule 2 – Work Life Balance Initiatives

1. General

- 1.1 In addition to the principles contained in clause 65 of the Agreement, access to the initiatives set out below must be in accordance with this Schedule.
- 1.2 The provisions of this Schedule do not apply to casual Medical Officers.
- 1.3 In accessing the leave initiatives set out below, it is not intended that Medical Officers be advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

2. Recreation Leave at Half Pay

- 2.1 A Medical Officer may apply to utilise one or more weeks of his or her recreation leave at half pay, in order to double the period of leave.
- 2.2 A Medical Officer cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 2.3 Where a Medical Officer utilises an amount of recreation leave at half pay:
 - (a) leave entitlements will accrue as if the Medical Officer had utilised the amount of recreation leave at full pay.

For example, if a Medical Officer utilises 2 weeks of recreation leave over a period of 4 weeks at half pay, all leave entitlements will accrue over the first 2 weeks of leave, as if the Medical Officer was on recreation leave with full pay, and no leave entitlements will accrue over the final 2 weeks of recreation leave on half pay.
 - (b) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 2.4 A period of recreation leave at half pay does not break continuity of service.
- 2.5 The second half of the period of leave at half pay will not count as service and service based entitlements will be adjusted accordingly.

For example: if a Medical Officer utilises 2 weeks recreation leave over a period of 4 weeks at half pay, service based entitlements (eg: personal leave, long service leave, paid parental leave) will be deferred by 2 weeks.

3. Purchase of Additional Leave (“Purchased Leave”)

3.1 Entitlement to purchased leave

- (a) A Medical Officer who has completed 12 months continuous service may, with approval of the CEO, purchase between one to six weeks additional leave per year with a corresponding reduction in the number of working weeks.

For Example:

Additional 6 weeks purchased leave (12 weeks leave in total)

Additional 5 weeks purchased leave (11 weeks leave in total)

Additional 4 weeks purchased leave (10 weeks leave in total)

Additional 3 weeks purchased leave (9 weeks leave in total)

Additional 2 weeks purchased leave (8 weeks leave in total)

Additional 1 week purchased leave (7 weeks leave in total)

- (b) A Medical Officer cannot access recreation leave at half pay whilst under a purchased leave arrangement.

3.2 Method of purchase

- (a) Additional leave must be purchased in advance and must be used within 6 months after payment is completed.
- (b) A Medical Officer purchasing additional leave will pay an amount equal to salary for the additional leave over a 12 month period. Payments will be deducted from the Medical Officer's gross fortnightly salary.

For example, Fred earns an annual gross salary of \$47,006 or \$1802.15 per fortnight. He purchases an additional 4 weeks leave which equates to two fortnightly pays (ie. \$3604.30).

Fred's fortnightly deductions over a 12 month period (26 pays) would be:

- *\$138.80 for the first deduction; and*
- *\$138.62 for the remaining 25 deductions.*

(Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave).

- (c) The Medical Officer's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.
- (d) A period shorter than 12 months for purchasing additional leave may be implemented with the CEO's approval.

3.3 Administrative

- (a) For the period over which payments are being deducted from a Medical Officer's salary to fund a purchased leave arrangement, compulsory Employer superannuation contributions are calculated on the salary that the Medical Officer was paid:
- (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS Medical Officers; and
 - (ii) after purchased leave deductions being made in the case of Choice of Fund Medical Officers.
- (b) Purchased leave will count as service for all purposes.
- (c) Purchased leave does not attract a leave loading.
- (d) Before accessing the additional leave a Medical Officer who has purchased additional leave will be required to exhaust all available:
- (i) Recreation leave entitlements; and

- (ii) Long service leave entitlements, except where the Medical Officer has satisfied the conditions of By-law 8.3,

provided that such requirement is waived in circumstances where a Medical Officer endeavours to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of the Department.

- (e) If a Medical Officer does not use the purchased leave within the period agreed and leave is not deferred, it will lapse and the Medical Officer will be reimbursed monies paid.
- (f) Purchased leave must be taken in minimum periods of one week.
- (g) Where a public holiday falls within a period of purchased leave the period of the public holiday is not deducted from the Medical Officer's purchased leave balance.

3.4 Independent Advice

Prior to entering into or ceasing a purchased leave arrangement a Medical Officer should seek, at his or her own expense, independent advice regarding:

- (a) His or her financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

3.5 Agreement

- (a) A purchased leave agreement must be in writing:
- (b) A purchased leave agreement is non-renewable. On the expiry of an existing agreement, the Medical Officer may lodge a new application for approval by the CEO.

3.6 Cessation of purchased leave

- (a) A purchased leave arrangement may cease in the following ways:
 - (i) At the request of the Medical Officer on the giving of 4 weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.
 - (ii) At the initiative of the CEO, on the giving of 3 months written notice to the Medical Officer, along with reasons for the cessation.
 - (iii) The Medical Officer ceases employment with the NTPS.
 - (iv) The Medical Officer moves to a new work area within the department, or to another department (unless the new work area or department agrees to continue the arrangement).
- (b) Where a purchased leave arrangement ceases in accordance with paragraph (a) the Medical Officer will be reimbursed a lump sum payment of monies paid within 2 months of the date of cessation, provided that where the Medical Officer has already commenced the period of purchased leave, he/she will be reimbursed

monies paid on a pro-rata basis, in accordance with the portion of monies relating to the unused period of leave.

Schedule 3 – Restrictive duty guidelines

Medical Officers (Northern Territory Public Sector) Award 2001(AP807671)

The following Guidelines have been developed to assist managers apply the restrictive duty provisions for Medical Officers (MOs) employed by the Department. They are to be used to clarify the intent and operation of the restrictive duty provisions set out in this Agreement when a Medical Officer is placed in a restrictive duty situation.

1. Immediate Roster:

Clause 49.6(a) requires, in part, a Medical Officer to “remain within the precincts of the hospital for immediate recall to duty.”

Precincts

Remaining within the precincts of the hospital includes:

living within the boundaries of the hospital in departmental accommodation (this does not mean that MOs living within the precincts of the hospital will automatically be placed on the Immediate Roster Restriction);

- by agreement with the Department, living in private or departmental accommodation in close proximity to the hospital whereby the response time will be appropriate to deal with life threatening medical situations;
- where a Medical Officer does not reside in one of the above situations, being provided with free accommodation in the hospital in which to sleep during his/her period of restriction. The accommodation will include basic food and a microwave oven to heat prepared meals arranged by the MOs.

Immediate

At large hospitals a Medical Officer would be put on immediate roster as a backup to the MOs on normal duty in a hospital to deal with emergency situations. As such the Medical Officer will be required to be available for immediate recall to duty to deal with all emergency or life threatening medical situations. In this respect, being available for immediate recall to duty means that the Medical Officers must maintain themselves in a state of readiness that will enable them to be able to attend for duty at once and without delay.

In addition to the above, it is recognised that some emergency situations require a quicker response than others and therefore response times will vary. However, within these parameters, a Medical Officer will exercise his/her professional judgment to ensure an appropriate response time in any given circumstance.

At smaller hospitals the First Roster restrictions may be more appropriate.

2. First Roster

Clause 49.6(b), in part, requires the Medical Officer “to be contactable at a mutually agreed location and available to return to duty within a reasonable time.”

MOs on first roster should not generally be expected to deal with emergencies. MOs on first roster will usually deal with medical matters that do not need to be addressed immediately and therefore his/her level of restriction is not as onerous as for those on the immediate roster.

Mutually agreed location

With the advent of mobile telephones Medical Officers are able to be 'contactable at a mutually agreed location' with greater flexibility. This means a Medical Officer should be at a location he or she is contactable by telephone at a place they can respond to non emergency situations as they arise based on the professional judgment of the Medical Officer.

A mutually agreed location is a place where MOs do not travel beyond a distance where they can not meet the response times to hospital or place of recall, as developed by the work unit.

Reasonable time

The award also requires the Medical Officer to 'return to duty within a reasonable time'. This is inextricably linked to the mutually agreed location, as the distance a Medical Officer is from the hospital will in part determine the response time. Additionally, this places an obligation on the Medical Officer to reach themselves within a time that is 'in accordance with reason' and 'not absurdly long'.

3. Second Roster:

The Second Roster as per Clause 0 is used by Specialists and does not need further clarification.

4. Home Duty:

Clause 49.6(e) in part, requires MOs "to perform intermittent duties at home on an ad hoc or predetermined basis normally involving receiving and/or making telephone calls, and may also be required to be available for immediate recall to duty."

At home

Rural Medical Practitioners may be available to meet this restriction while being away from their home by:

- remaining contactable by the telephone;
- where provided, remaining in an area that the mobile telephone is operational; and
- not traveling beyond a distance where they can not meet the response times, to the airport or hospital, as developed by the work unit.

Immediate recall to duty

The Medical Officer is available to return to duty without delay using their professional judgment as to time frame the medical intervention is required for the patient.

Schedule 4 – Agreement on consolidated advice on Medical Officer termination and contract of employment issues

(other than Medical Officers on Executive Contract of Employment)

This Schedule sets out certain commitments in respect to termination or cessation of fixed period employment contracts made under section 34 of the PSEM Act for Medical Officers (other than Medical Officers employed on Executive Contracts of Employment) employed in the Department of Health.

1. Application

The arrangements set out in this document form part of the employment arrangements of Medical Officers employed by the Department under section 34 of the PSEM Act (other than Medical Officers employed on Executive Contracts of Employment). A copy of this document will be provided to Medical Officers on commencement.

2. Natural Justice

The concept of natural justice as contained in Employment Instruction 3 (EI 3) will be observed when dealing with the termination of Medical Officers employed on fixed period employment contracts.

3. Termination of Employment

The intention of this document is to establish an understanding and practice, in relation to the termination of Medical Officers, so that the concept of harsh, unjust or unreasonable terminations, as contained in the FW Act, will be avoided.

Medical Officers employed on fixed period employment contracts will not have their contracts terminated capriciously. Appropriate notice of termination and the reasons therefore will be provided to the Medical Officer and the Medical Officer will be provided with an opportunity to respond.

A Medical Officer aggrieved by a decision of the Department to terminate his/her employment may elect to seek review/redress through one of the following avenues:

- Section 59 of the PSEM Act – a request to the Commissioner for Public Employment to review the decision (note that where the CPE has been involved in any way in the decision of a CEO to terminate a fixed period employment contract, the Commissioner will delegate his/her power of review to a CEO of another Department); or
- Clause 12 – Dispute Settling Procedures, of this Agreement; or
- an application under the FW Act.

4. Procedure for dealing with performance or behavioural issues

Where the performance or behaviour of a Medical Officer is under question, the following action should be taken:

(a) Alice Springs and Darwin Hospitals

A formal warning will be given by the Divisional Head in the presence of the Medical Superintendent and/or General Manager. If the Medical Officer's performance or behaviour does not improve following the formal warning, and termination is being considered, termination of the Medical Officer's contract should be discussed with the Divisional Directors who could provide advice to the Medical Superintendent/or General Manager to assist in determining whether or not the Medical Officer's contract should be terminated.

In respect to Medical Officers who report directly to the Medical Superintendent or the General Manager, the Medical Superintendent or General Manager may initiate action and will consult with Divisional Directors.

(b) Other Hospitals and Community Based Medical Officers

A formal warning will be given by the Supervisor in the presence of the Unit Manager. If the Medical Officer's performance or behaviour does not improve following the formal warning, and termination is being considered, termination of the Medical Officer's contract should be discussed with the Regional Director prior to a decision being made.

5. Notice of cessation or renewal of a fixed period employment contract

The Department and the Medical Officer acknowledge each other's obligation to provide advice to the other party in respect to fixed period employment contract renewal.

Within a defined period, or earlier, prior to the expiration of a fixed period employment contract, the Department and the Medical Officer will confer and the Department will confirm in writing as to whether a Medical Officer will be re-appointed for a further period and, if so, on what terms. If a contract is not renewed, the contract will terminate by operation of the law.

With respect to fixed period employment up to 12 months, in the absence of the *parties* conferring the contract will cease on the date specified by operation of the law.

For the purposes of this section, the 'defined periods' are:

Length of Employment	Period of notice
Up to 12 months	4 weeks
12 months up to 23 months	6 weeks
24 months up to 35 months	2 months
36 months and over 3 months	

6. Resignation

Medical Officers will observe the period of notice required to be given on resignation as set out in their contract of employment.

7. Review

It is open to either the Commissioner or the Medical Officer or his/her representatives to initiate a joint review of this document in the event of:

- changes to the PSEM Act that impact on the appointment, reappointment and termination of fixed period Medical Officers;
- changes to the FW Act that impact on the termination of employment provisions;
- decisions of the the FWC concerning the jurisdiction of the Commission to hear, conciliate, determine and provide for remedies in relation to applications by Medical Officers made under the FW Act alleging harsh, unjust, unreasonable or unlawful termination.

Schedule 5 – Managerial Allowance – indicative positions

Level 1

Sub Unit Head

Surgical Sub Specialties RDH

Head Ophthalmology RDH

Head Orthopaedics RDH

Head Maxillofacial & Neck Surgery RDH

Head Medicine 1 including Neurology/stroke Unit RDH

Head Medicine 2 including Thoracic Medicine (Respiratory) & Sleep Unit RDH

Head Medicine 3 including Endocrinology RDH

Head Medicine 4 including Infectious Diseases RDH

Head Medicine 5 including Hospital in the Home RDH

Head of Cardiology including Heart Health RDH

Head of Palliative Care Unit including Rehabilitation & Pain Clinic and Geriatric Medicine Unit RDH

Head RAPU including Oncology Unit and Haematology Unit RDH

Head Gastroenterology & Herpetology including Immunology & Allergy, Dermatology and Rheumatology RDH

Head Obstetrics & Gynaecology ASH

Head Intensive Care Unit ASH

Head Anaesthetics ASH

Head of Public Health Immunization CDC Darwin

Head of Public Health Surveillance CDC Darwin

Head of Public Health Injury Prevention & Safety Promotion CDC Darwin

Head of Public Health TB/Leprosy CDC Darwin

Head Child & Youth Health Strategy Unit

Head Chronic Conditions Strategy Unit

SRMP Program Leader Remote

Clinical Director Forensic Psychiatry

Clinical Director Child and Adolescent Psychiatry

Level 2

Unit Head

Director ICU RDH

Director Emergency Department RDH

Director Anaesthetics RDH

Head of Surgery RDH
Director Surgical RDH
Head of Paediatrics RDH
Head of Obstetrics RDH
RMA/SRMP (operations) Katherine Hospital
RMA/SRMP (operations) Gove District Hospital
RMA/SRMP (operations) Tennant Creek Hospital
SRMP (operations) Top End
SRMP (operations) Central Australia
Head Paediatrics ASH
Head Emergency Department including Retrieval Team ASH
Head Medicine including Renal, Community Physician – Remote and Palliative Care ASH
Head Surgery including ENT, Orthopaedic and Ophthalmology ASH
Coordinator Public Health Alice Springs & Barkly
Clinical Director Central Australia Mental Health Services

Level 3

Territory Wide Responsibility

Director Renal Services RDH
Chief Rural Medical Practitioner
Director Pathology RDH
Director Psychiatry Top End Mental Health Services

Level 4

Co-Director

Co-Director of Medicine RDH
Co-Director Maternal and Child Health RDH
Co-Director Surgery and Critical Care RDH
Director Centre for Disease Control