DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Office of the Commissioner for Public Employment
(AG2026/2737)

MEDICAL OFFICERS NORTHERN TERRITORY PUBLIC SECTOR 2026 – 2029 ENTERPRISE AGREEMENT

Northern Territory

DEPUTY PRESIDENT BOYCE SYDNEY, 13 OCTOBER 2026

Application for approval of the Medical Officers Northern Territory Public Sector 2026 - 2029 Enterprise Agreement

[1] An application has been made for approval of an enterprise agreement to be known as the *Medical Officers Northern Territory Public Sector 2026 – 2029 Enterprise Agreement* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Office of the Commissioner for Public Employment (**Employer**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employer has provided written undertakings dated 22 September 2026. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Northern Territory Public Sector Enterprise Award 2016*), and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisation

[3] The Australian Salaried Medical Officers Federation, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

Conclusion

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[5] I am satisfied the more beneficial entitlements of the National Employment Standards (**NES**) will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 October 2026. The nominal expiry date of the Agreement is 31 December 2029.

DEPUTY PRESIDENT

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Annexure A

Dear Fair Work Commission

FWC Matter No:

Medical Officers Northern Territory Public Sector 2026 – 2029 Enterprise Agreement

Written undertaking under section 190 of the *Fair Work Act 2009*

I, Nicole Hurwood, the Commissioner for Public Employment, give the following undertaking with respect to the Medical Officers Northern Territory Public Sector 2026 – 2029 Enterprise Agreement ("the Agreement"):

1. Rural Allowance – Senior Rural Medical Practitioner and Senior Staff Specialist

    a. For the purpose of clause 33.1(b) of the Agreement:

        i. Medical Officers employed as Senior Rural Medical Practitioners in the classifications of RL4.1 to RL4.6 are eligible to receive this allowance: and

        ii. For the purposes of the '*Note*', this allowance does not apply to other classifications at the RL4.1 - RL4.6 level e.g. Rural Medical Administrators, Rural Generalist or Senior Rural Generalists.

    b. This undertaking is to provide for Senior Rural Medical Practitioners in the classifications of RL4.5 to RL4.6 to receive this allowance (in addition to those in the classifications of RL4.1 to RL4.4).

2. Regional, Remote and Rural Allowance Rates

    a. The Regional, Remote and Rural allowances contained in Schedule 1.2 Allowances, on page 134 of the Agreement:

        i. Shall be replaced with increased rates for the years from 01.01.28 and 01.01.29 as set out in Schedule 1; and

        ii. The rates provided for clause 32.6 are a new entitlement under the Agreement, which only come into effect from 12.03.26. The rates noted as effective from 01.01.25 are noted as not applicable (n/a).

    b. This undertaking is to clarify and provide the correct allowance rates.

I have authority to provide this undertaking in relation to the application before the Fair Work Commission.

Nicole Hurwood
Commissioner for Public Employment

Date: 22 september 2026

Schedule 1

Allowance	Clause	Frequency	Previous annual rate effective 01.01.25 $ p.a.	**Rates effective 12.03.26 $ p.a.**	**Rates commencing FFPP on or after 01.01.27 $ p.a.**	**Rates commencing FFPP on or after 01.01.28 $ p.a.**	**Rates commencing FFPP on or after 01.01.29 $ p.a.**
Regional and Remote Attraction Allowance - Rural Medical Practitioners and Staff / Senior Staff Specialists (paid fortnightly)	32.4						
Level 1		p.a.	14 836	15 237	15 648	16 117	16 601
Level 2		p.a.	29 670	30 471	31 294	32 233	33 200
Level 3		p.a.	44 502	45 704	46 938	48 346	49 796
Regional and Remote Retention Payment - Rural Medical Practitioners and Staff / Senior Staff Specialists (lump sum)	32.5						
Level 1		p.a.	22 251	22 852	23 469	24 173	24 898
Level 2		p.a.	37 087	38 088	39 116	40 289	41 498
Level 3		p.a.	44 502	45 704	46 938	48 346	49 796
Regional and Remote Attractions and Retention Allowance - Rural Medical Practitioners and Staff / Senior Staff Specialists (paid fortnightly)	32.6						
Level 1		p.a.	n/a	38 089	39 117	40 290	41 499
Level 2		p.a.	n/a	68 559	70 410	72 522	74 698
Level 3		p.a.	n/a	91 408	93 876	96 692	99 592
Rural Allowance - Senior Rural Medical Practitioner and Senior Staff Specialist	33	p.a.	29 670	30 471	31 294	32 233	33 200

Note: First full pay period (FFPP)

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Medical Officers
Northern Territory Public Sector
2026 – 2029 Enterprise Agreement

Medical Officers Northern Territory Public Sector 2026 – 2029 Enterprise Agreement

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement will be known as the Medical Officers Northern Territory Public Sector 2026 – 2029 Enterprise Agreement.

2. National Employment Standards

The provisions of this Agreement are to be read in conjunction with the National Employment Standards to the extent that if this Agreement provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

3. Parties Covered by this Agreement

This Agreement covers:

(a) the Commissioner for Public Employment;

(b) Medical Officers employed by the Department in a classification contained in this Agreement; and

(c) the Australian Salaried Medical Officers' Federation (Northern Territory) (the Federation).

4. Definitions

For the purposes of this Agreement:

(a) **Agency** means an 'Agency' as defined in the PSEM Act.

(b) **agreed hours** means where the CEO and the Medical Officer will agree in writing on a regular pattern of part-time work, specifying at least the ordinary hours worked each day, which days of the week the Medical Officer will work and the actual starting and finishing times each day.

(c) **Agreement** means the Medical Officers Northern Territory Public Sector 2026 - 2029 Enterprise Agreement.

(d) **By-law** means a Public Sector Employment and Management By-law made by the Commissioner in accordance with section 60 of the PSEM Act.

(e) **CEO** means the Chief Executive Officer of the Department of Health or their delegate.

(f) **child** means a child of the person, including a child by birth, an adopted child or step-child. It does no matter whether the child is an adult.

(g) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.

(h) **de facto partner** means:

(i) a person who, although not legally married to the Medical Officer, lives with the Medical Officer in a relationship as a couple on a genuine

domestic basis (whether the Medical Officer and the person are of the same sex or different sexes); and

(ii) includes a former de facto partner of the Medical Officer.

(i) **Doctors in Training** means Intern, Resident Medical Officer, Registrar, Senior Registrar and Vocational Rural Generalist Trainee.

(j) **Department** means the Department of Health.

(k) **employee** or **employees** means an employee of the Northern Territory Public Sector employed under the PSEM Act and employed in a classification set out in clause 19 (Classification Definitions).

(l) **employer** means the Commissioner for Public Employment in the Northern Territory.

(m) **extended family** means:

(i) a spouse of the Medical Officer's child (e.g. daughter in law);

(ii) a spouse of the Medical Officer's sibling (e.g. sister in law); or

(iii) an aunt, uncle, niece, nephew or first cousin of the Medical Officer.

(n) **Federation** means the Australian Salaried Medical Officers' Federation (Northern Territory).

(o) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.

(p) **FWC** means the Fair Work Commission.

(q) **immediate family** means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the Medical Officer; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Medical Officer.

(r) **medical certificate** means a certificate signed by a registered health practitioner.

(s) **Medical Officer** and **Medical Officers** mean an employee who is a medical practitioner granted registration by the Australian Health Professionals Regulation Authority (AHPRA) employed in a classification covered by this Agreement.

(t) **miscarriage** means the end of a pregnancy during the first 20 weeks of the pregnancy.

(u) **National Employment Standards** (or **NES**) is a reference to the statutory minimum employment standards that apply to the employment of employees, which cannot be displaced in an enterprise agreement, that are provided in Part 2-2 of Chapter 2 of the FW Act.

(v) **NTPS** means the Northern Territory Public Sector.

(w) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement.

(x) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act 1993,* 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.

(y) **reasonable business grounds** for the purpose of clauses 70.19 and 88.8 includes, but are not limited to:

(i) excessive costs of accommodating the request;

(ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;

(iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;

(iv) that that there is likely to be a significant loss in efficiency or productivity; or

(v) that there is likely to be a significant negative impact on customer service.

(z) **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).

(aa) **spouse** includes a former spouse.

(bb) **stillborn** child means a child as defined by section 77A(2) of the FW Act.

(cc) **work partnership plan** means the mandated performance management system used by the Department in accordance with the PSEM Act.

5. Period of Operation

This Agreement will come into effect 7 days after approval from the FWC and will remain in force until 31 December 2029.

6. Commitment

The parties acknowledge that the employer commits there will be no reduction in current or future Medical Officer rights and entitlements as provided in By-laws and Determinations covering groups of Medical Officers for the term of the Agreement.

7. 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 Wages Policy applicable at the time, 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.

8. Relationship with PSEM Act

8.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.

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

8.3 All By-laws relating to leave entitlements relevant to Medical Officers have been included in the Agreement and therefore those By-laws have no application.

8.4 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations, relevant to groups of Medical Officers, will not be unilaterally varied without consultation and agreement with the affected parties prior to the formalisation of an amendment.

8.5 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

9. Negotiation of Replacement Agreement

Negotiations to replace this Agreement will commence 4 months prior to the nominal expiry date of this Agreement or earlier or later by agreement between the parties to this Agreement.

PART 2 – PROCEDURAL MATTERS

10. Dispute Settling Procedures

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

10.2 This clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:

(a) matters arising under this Agreement; or

(b) the National Employment Standards.

10.3 However, this clause does not apply in relation to disputes about outcomes for Pre-eminent Status Allowance applications under clause 26.

10.4 In the event of a dispute about a By-law issued under the PSEM Act, clauses 10.7 and 10.8 will apply.

10.5 A Medical Officer who has a grievance about their treatment in employment can, as an alternative, choose to have the decision reviewed in accordance with section 59 of the PSEM Act.

10.6 General

(a) A party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute. Representatives will be recognised and dealt with in good faith.

(b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in in this clause and must cooperate to ensure that these processes are carried out expeditiously.

(c) Whist a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the employee to perform.

(d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.

(e) Any decision or direction the FWC makes in relation to the dispute shall be in writing.

(f) Subject to the right of appeal under clause 10.9(d), any direction or decision of the FWC, be it procedural or final, shall be accepted by all affected persons and complied with by the parties.

(g) A dispute formally commenced under the *Medical Officers Northern Territory 2022 – 2025 Enterprise Agreement*, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the

dispute settling procedures in this Agreement. Any steps taken in that process will be recognised and accepted by the parties and the FWC as steps taken for the purposes of this clause.

10.7 Internal Resolution

(a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between an employee or employees, and/or the Federation and relevant managers and/or CEO.

(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 employee or the employee's representative will discuss the matter with the responsible section head.

(d) If agreement is not reached within 24 hours at this level, the employee or the employee'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) The time limits specified above are cumulative and may be extended by agreement between the parties involved.

10.8 Conciliation

(a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 10.7, any party may refer the dispute to the FWC, for resolution by conciliation.

(b) Provided the requirements of clauses 10.6 and 10.7 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.

(c) Conciliation before the FWC shall be regarded as completed when:

(i) the parties have reached agreement on the settlement of the dispute; or

(ii) the member of the FWC conducting the conciliation has either of the member's own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

10.9 Arbitration

(a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.

(b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.

(c) Subject to clause 10.9(d) below, the determination of the FWC is final and binding.

(d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

(e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in clauses 10.3 and 10.4.

11. Management of Change

11.1 For the purpose of this clause relevant **employees** means the employees who may be affected by a change referred to in clause 11.2.

11.2 This clause applies if the CEO:

(a) has developed a proposal for major change to production, program, organisation, structure or technology in relation to their agency that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

11.3 The CEO must notify and consult with relevant employees and the Federation about the proposed major change or the proposed change to the regular roster or ordinary hours of work.

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

11.5 The CEO must recognise the representatives and deal with them in good faith, if:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the CEO of the identity of the representative.

11.6 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 CEO's workforce or to the skills required of employees; or

(c) the loss or reduction of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of a regular roster pattern or roster arrangement, ordinary hours of work and/or 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.

11.7 Consultation

As soon as practicable after proposing to introduce the change, the CEO must:

(a) discuss with the relevant employees and their representative (if any):

(i) the introduction of the change;

(ii) the effect of the change is likely to have on employees;

(iii) measures to avoid or reduce any adverse effects of the change on employees.

(b) provide in writing to the relevant employees and their representative (if any):

(i) as far as practicable, all relevant information about the proposed change including the nature of the change proposed;

(ii) the reasons or justification for the change;

(iii) information about the expected effects of the change on the employees; and

(iv) any other matters that the CEO reasonably believes are likely to affect the employees.

(c) invite and provide an opportunity for employees and their representatives, to put forward their views, comments and suggestions on all matters regarding the impact of the proposed change, including any impact in relation to the employee's family or caring responsibilities;

(d) provide the opportunity, where relevant, to meet with employee representatives;

(e) give prompt and genuine consideration to the views, comments and suggestions raised by employees and their representatives; and

(f) advise the employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.

11.8 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees or their representative (if any).

11.9 Following consultation under clause 11.7, after a final decision the CEO must consult on implementation.

11.10 When the CEO wishes to change the agreed (and documented) clinical placement rotations of a Medical Officer, the principles of the management of change outlined in this clause will apply.

12. Performance Development

12.1 Medical Officers, and their managers, 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.

12.2 The 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 the manager, the Medical Officer may request that the Director of Medical Services review that decision. The Director of Medical Services decision in relation to the matter will be final. If the Director of Medical Services is the manager of the Medical Officer, then the final decision will be made by the manager of the Director of Medical Services.

13. Right to Disconnect

13.1 The Right to Disconnect refers to an employee's right to refrain from engaging in work-related communications and activities, such as e-mails, telephone calls or other messages, outside of an employee's working hours or during periods of leave or rostered days off.

13.2 For the avoidance of doubt, this clause applies irrespective of the place from which an employee may perform work (whether it be a premises provided by the employer, an employees home, or some other place).

13.3 Unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact outside of their working hours, from:

(a) the employer; or

(b) a third party if the contact or attempted contact relates to their work.

13.4 Matters that should be considered in determining whether a refusal is unreasonable, include, but are not limited to, the following:

(a) the reason for the contact or attempted contact;

(b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes an employee;

(c) whether an employee is compensated for being available to be contacted or to perform work outside of their working hours, or for working additional hours outside of the span of ordinary hours or their agreed ordinary hours under a flexible arrangement;

(d) the nature and seniority of an employee's role and an employee's level of responsibility; and

(e) an employee's personal circumstances (including family or caring responsibilities).

13.5 An employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

13.6 There may be occasions when it will be reasonably necessary for the employer to contact an employee outside of their working hours, including but not limited to:

(a) ascertaining availability for rosters;

(b) requests to fill in at short notice for unplanned absences of other employees;

(c) where unforeseeable circumstances arise;

(d) for genuine employee welfare matters;

(e) in an emergency; or

(f) where business and operational reasons require contact outside of working hours.

Note: For the avoidance of doubt an employee may not be required to respond to these matters providing the refusal to respond is reasonable having regard to the matters in clause 13.4.

13.7 Nothing in this clause prevents the employer from requiring an employee to:

(a) perform reasonable additional hours, overtime, a period of restrictive duty or be recalled to duty outside their working hours; or

(b) monitor, read or respond to contact, or attempted contact from the employer outside of the employee's working hours where the employee is on restrictive duty, and the employer's contact is to notify the employee that they are required to attend or perform work or give other notice about the restriction duty, on-call, availability, or stand-by.

13.8 In the event of a dispute in relation to this clause, clause 10 (Dispute Settling Procedures) will apply.

13.9 This clause shall be read in conjunction with sections 333M and 333N of the FW Act.

13.10 Employees will not be penalised or otherwise disadvantaged if they do not attend to a work related matter outside of the employee's agreed hours of work unless their refusal is considered unreasonable in the circumstances.

14. Termination and Fixed Period Employment Contracts

14.1 The Termination and Contract of Employment Agreement in Schedule 4 will apply in respect to termination or cessation of fixed period employment contracts made under section 34 of the PSEM Act.

14.2 In respect to resignation, an employee must give 14 days notice of their resignation, refer to section 6 of the PSEM Regulations. However, the CEO may accept a resignation of which a shorter period of notice is given.

15. Workplace Delegate Rights

15.1 Workplace Delegate Rights will be in accordance with clause 24A of the *Northern Territory Public Sector Enterprise Award 2016* [MA000151].

16. Commitment to Terms of Reference and Reviews

16.1 The Department of Health and the Federation agree to exchange letters committing to develop, as soon as practicable from the commencement of this Agreement, agreed Terms of Reference (ToR) for the establishment of joint Working Groups to review provisions and develop frameworks for the following:

(a) applicable allowances and conditions in relation to:

(i) Medical Officers working in correctional facilities; and

(ii) Rural Generalists and Rural Medical Practitioners who transition into management positions (e.g. to Deputy Director Medical Services roles); and

(b) implementation of a single, unified rostering practice across the Department to improve roster management and support employee wellbeing, fatigue management, and work-life balance.

16.2 The Working Groups will, based on their ToRs for:

(a) clause 16.1(a), develop recommendations for consideration of the parties for the next round of enterprise bargaining (i.e. for the 2030 Medical Officers Enterprise Agreement); and

(b) clause 16.1(b), provide a post-implementation evaluation report, which may consider whether financial penalties for rostering breaches should be established through a Commissioner's Determination.

16.3 Notwithstanding the provisions related to implementation of a single unified rostering practice, the parties agree that matters related to rostering compliance during the term of this Agreement may be referred to the Department's Medical Officer Joint Consultative Committee (MOJCC) that will be established and will include representation of the Federation.

16.4 The parties further acknowledge that other agreement compliance concerns, or provisions that may be ambiguous or uncertain in meaning, may also be referred to the MOJCC.

16.5 The Department and the Federation will commit genuine effort to address compliance concerns; and/or redraft relevant clauses to achieve a plain English agreed meaning, without changing the agreed intent, for consideration for the 2030 Medical Officers Enterprise Agreement.

16.6 Nothing in this clause excludes the operation of clause 10 (Dispute Settling Procedures).

PART 3 – FLEXIBLE WORK ARRANGEMENTS AND FACILITATIVE PROVISIONS

17. Individual Flexibility Arrangements

17.1 The CEO and a Medical Officer covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement:

(a) deals with one or more of the following matters:

(i) arrangements about when work is performed;

(ii) meal breaks;

(iii) restrictive duty;

(iv) overtime rates;

(v) recreation leave loading;

(vi) penalties; or

(vii) allowances.

(b) meets the genuine needs of the CEO and the Medical Officer in relation to the matter it deals with; and

(c) is genuinely agreed to by the CEO and Medical Officer, without coercion or duress.

17.2 If the CEO wishes to initiate the making of an individual flexibility arrangement they must give the Medical Officer a written proposal.

17.3 If the CEO proposes to enter into an individual flexibility arrangement with a Medical Officer, the CEO must meet with the Medical Officer to discuss the proposal prior to entering the individual flexibility arrangement if the Medical Officer requests such as meeting.

17.4 The CEO must ensure that the terms of the individual flexibility arrangement:

(a) are about matters that would be permitted matters if the arrangement were an enterprise agreement;

(b) do not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and

(c) results in the Medical Officer being better off overall than the Medical Officer would have been if no individual flexibility arrangement were agreed to.

17.5 The CEO must ensure that the individual flexibility arrangement:

(a) is in writing;

(b) includes the name of the CEO and the Medical Officer;

(c) is signed by the CEO and the 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;

(iii) how the Medical Officer will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;

(iv) the period of operation of the arrangement; and

(v) how the individual flexibility arrangement can be terminated.

17.6 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.

17.7 The CEO or Medical Officer may terminate the individual flexibility working arrangement:

(a) by giving written notice of not more than 28 days to the other party to the arrangement; or

(b) if the CEO and Medical Officer agree in writing at any time.

17.8 An individual flexibility arrangement terminated in accordance with clause 17.7(a) ceases to have effect at the end of the period of notice.

17.9 A Medical Officer may choose to be represented by their nominated representative in relation to the development and implementation of an individual flexibility arrangement.

17.10 In the event of a dispute in relation to this clause, clause 10 (Dispute Settling Procedures) will apply.

18. Variation to Working Arrangements for Groups of Medical Officers

18.1 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 or restricted duties or longer and/or more frequent unpaid breaks during the day;

(b) commuted salaries or allowances;

(c) meal breaks; and

(d) leave.

18.2 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) include a mechanism to terminate and/or review the Agreement;

(e) be recorded in writing and approved by the CEO; and

(f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.

18.3 Medical Officers may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.

18.4 The Federation will be consulted on the proposed arrangements prior to the approval of the Commissioner.

PART 4 – CLASSIFICATION AND REMUNERATION MATTERS

19. Classification Definitions

General Provisions

19.1 Unless otherwise specified in clause 19, 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 or casual basis.

(b) A Medical Officer's years of full-time equivalent post-graduate clinical experience will be recognised for the purposes of determining their correct classification level under this clause.

(c) The CEO will determine the classification level of a Medical Officer following an appropriate credentialing process.

Intern (MO1)

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

19.3 To enable completion of the first post-graduate year (equivalent to one year full-time employment), an Intern may be employed on a fixed period basis for up to 3 years.

Resident Medical Officer (MO2 to MO3)

19.4 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 (MO4 to MO5)

19.5 A Senior Resident Medical Officer (SRMO) is a Medical Officer in their fourth or fifth post-graduate year of clinical experience.

Registrar (REG1 to REG6 inclusive)

19.6 A Registrar (REG) is a Medical Officer (basic trainee) who has been appointed to a identified (or designated) registrar position and:

(a) 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 and Remote Medicine; or

(b) not yet been admitted to a program under clause 19.6(a) but who is performing the full equivalent duties as a Medical Officer so admitted.

Senior Registrar (SREG1 to SREG2)

19.7 A Senior Registrar is a Medical Officer who exercises high levels of clinical judgement and autonomy, manages complex clinical presentations, and provides supervision, guidance, and support to other Registrars.

19.8 A Senior Registrar 1 (SREG1) is a Medical Officer who has completed sufficient training and met their training program performance indicators, as determined by the relevant Medical Director, and is within 2 years of full time service from completing their specialist training program for admission to Fellowship.

19.9 A Senior Registrar 2 (SREG2) is a Medical Officer who has completed sufficient training and met their training program performance indicators, as determined by the relevant Medical Director, and is within 1 year of full time service from completing their specialist training program for admission to Fellowship.

Note: Training program performance indicators should be monitored and discussed with the Medical Officer throughout their training program, including with the relevant Medical Director and training authority as necessary.

Examples for clauses 19.8 and 19.9: For the purposes of '2 years of full time service' a part time employee who is 0.5 FTE may (subject to this clause) be progressed to SREG1 within 4 years of completing their training, or within 1 full time year would be 2 years to progress to SREG2.

19.10 Where the Registrar's fellowship pathway is in a different specialist field to the position that the Registrar/Senior Registrar is seeking to be appointed to, the relevant Medical Director must be satisfied that the specialist training pathway aligns with the clinical duties and specialty requirements of the position, to be eligible for approval for selection or progression to Senior Registrar roles.

19.11 If a dispute arises as to eligibility for a Senior Registrar position, the Medical Officer may access clause 10 (Dispute Settling Procedure).

Fellow (FEL1)

19.12 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.

Hospital Medical Officer (HMO1 to HMO7 inclusive)

19.13 A Hospital Medical Officer (HMO) is a Medical Officer who has completed not less than the equivalent of 4 years of post-graduate clinical experience.

19.14 A Hospital Medical Officer may not progress beyond the salary point HMO5 of the Hospital Medical Officer classification unless the employee holds a recognised post-graduate qualification or relevant clinical experience as recognised by the relevant delegate.

Senior Hospital Medical Officer (SHMO1 to SHMO2)

19.15 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 7 years relevant clinical experience, or who has a recognised post-graduate qualification as recognised by the relevant delegate.

19.16 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.

Staff Specialist (SMO1.1 to SMO1.6 inclusive)

19.17 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 clause, a Staff Specialist comprises Staff Specialist Clinician, Staff Specialist Medical Administrator and Staff Specialist Public Health Medicine classifications.

19.18 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 their speciality.

19.19 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, the employee will not progress beyond salary point SMO1.1 prior to their admission as a Fellow of the Australian Faculty of Public Health Medicine of the Royal Australasian College of Physicians (AFPHM).

19.20 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 their admission as a Fellow of the Royal Australian College of Medical Administrators.

Senior Staff Specialist (SMO2.1 to SMO2.3 inclusive)

19.21 A Senior Staff Specialist (SSC/SSA/SSPH) is a Medical Officer, who has completed not less than the equivalent of 6 years of full-time service in medical practice as a Staff Specialist. Under this 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.

International Medical Graduates (MO1 to MO5 / SMO1.1 to SMO1.6 inclusive subject to credentialing)

19.22 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.

19.23 The IMG Medical Officer with 'Limited Registration – Area of Need' medical registration will be appointed to a position as determined by the CEO, commensurate with the Medical Officer's experience and any specialist college assessment, that will enable the Medical Officer to meet the requirements of their registration including the supervision and training necessary to progress towards General Registration or Fellowship of an Australian Specialist College.

19.24 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.

19.25 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 CEO.

19.26 Subject to clause 19.27, 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.

19.27 An IMG employed as a Resident Medical Officer (RMO) at the MO1 salary classification level may advance to the MO2 salary classification level during their first year of employment subject to assessment and credentialing to confirm the IMG has the competence and skill to perform at the MO2 level in the Department. An assessment will be conducted after 6 months, or earlier with CEO approval. If the employee has not advanced to the MO2 salary classification level during their first year, they will be entitled to progress to the MO2 salary level after 12 months continuous service.

Rural Medical Practitioner Classifications

19.28 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 Medical Practitioner (RL3.3 to RL3.5 inclusive)

19.29 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 (RL4.1 to RL4.6 inclusive)

19.30 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 has at least 3 years relevant experience as an RMP.

Rural Medical Administrator (RL4.2 to RL4.6)

19.31 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 a RMP under clause 19.29 and who has administrative responsibility for a unit or a significant program or programs within rural and remote practice.

Vocational Rural Generalist Trainee (RGT1 to SRGT2 inclusive)

19.32 A Vocational Rural Generalist Trainee (RGT) is a Medical Officer who has been accepted into the Rural Generalist Training Scheme (or equivalent), and is undertaking or has committed to undertake training for admission as a fellow of the ACRRM or the RACGP, and has committed to undertaking advanced skill training. These Medical Officers are typically Post Graduate Year 3 and above, and are employed to perform duties under supervision at the Registrar level.

19.33 An RGT is eligible for annual progression through the RGT scale of salary rates, unless deemed suitable by the delegate for accelerated progression due to completion of training and ability to be credentialed to work independently at a Rural Generalist level.

19.34 An RGT who completes the College Training Program and becomes a Fellow, will be eligible for consideration to be classed at the RG1 classification.

19.35 Classification as a Senior Rural Generalist Trainee (SRGT1) and (SRGT2) will depend on:

(a) the delegate's assessment regarding the percentage of completion of the Medical College Program and will only occur when the Rural Generalist Trainee is near Fellowship and has the ability to work with minimal supervision and independently in some areas with appropriate credentialing; or

(b) the Vocational Rural Generalist Trainee being a newly fellowed practitioner who requires additional experience within the Rural Generalist setting before they can work fully independently/unsupervised.

19.36 A Vocational Rural Generalist Trainee may be employed within any hospital, if determined by the delegate to be operationally required.

Rural Generalist (RL3.3 to RL3.5 inclusive and RL4.1)

19.37 A Rural Generalist (RG) is a Medical Officer who is trained to meet the current and future healthcare needs of Australian rural and remote communities, in a sustainable and cost-effective way, by providing both comprehensive general practice and emergency care and required components of other medical specialist care in hospital and community settings as part of a rural healthcare team. The Rural Generalist will hold a specialist registration as registered with AHPRA or equivalent. Normally the Medical Officer will have at least 4 years relevant experience as an RGT.

19.38 Progression to a Rural Generalist is by vacancy or appointment under operational requirements by the relevant delegate, and is not an automatic progression. Assessment as a Rural Generalist will be as per clause 19.37 of this Agreement.

19.39 A Rural Generalist Trainee may be employed within any hospital, if determined by the delegate to be operationally required.

Senior Rural Generalist (RL4.2 to RL4.6 inclusive)

19.40 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 typically 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 from time to time. The definition is in place until such time that it is superseded by an AHPRA definition.

Note: The reference to 'or equivalent' in clauses 19.37 and 19.40 includes a vocationally registered (VR) General Practitioner.

19.41 A Senior Rural Generalist may be employed within any hospital, if determined by the delegate to be operationally required.

Classification Table

19.42 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	MO	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
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	MO1 – MO5 inclusive Subject to credentialing
International Medical Graduate – Senior Medical Officer	SC/SMA/SPHM/SSC/SSA /SSPH	SMO1.1 – SMO1.6 Subject to credentialing
Rural Medical Practitioner	RMP	RL3.3 – RL3.5 inclusive
Senior Rural Medical Practitioner	SRMP	RL4.1 – RL4.6 inclusive
Rural Medical Administrator	RMA	RL4.2 – RL4.6 inclusive
Vocational Rural Generalist Trainee	RGT1-4 SRGT1 SRGT2	Training (FACRRM or FRACGP) RGT1 – Yr1 RGT2 – Yr2 RGT3 – Yr3 RGT4 – Yr4 SREG1 – Yr1 SREG2 – Yr2
Rural Generalist	RG	RL3.3 – RL3.5 inclusive RL4.1
Senior Rural Generalist	SRG	RL4.2 – RL4.6 inclusive

20. Salary Progression

20.1 Subject to clause 20.2, a Medical Officer is eligible for progression through the scale of salary rates, in accordance with the requirements of clause 19 (Classification Descriptions) of this Agreement.

Note: Refer also to clause 19.14 for pay progression of a Hospital Medical Officer beyond pay point HMO5.

20.2 Progression through the scale of salary rates is subject to a Medical Officer demonstrating and applying the required medical skills and professional knowledge in the workplace, equivalent to one year of full-time service in medical practice. The demonstration of these skills may be met through training, clinical experience, competency, accreditation and the certification requirements determined from time to time by the relevant post-graduate medical training authority or medical college.

Note: Service in a medical practice may include service outside the Department, but will only apply to service that is considered equivalent to the Medical Officer's classification for which the increment would apply. Service in a less than full-time capacity will take more than one year to qualify for an increment e.g. a Medical Officer working part-time at 0.5 FTE will require 2 years of ordinary hours of service to qualify for the increment progression.

20.3 Overtime hours are not used in the calculation of hours worked towards an increment.

20.4 Progression shall occur unless there are performance issues identified, which may defer the increment.

Deferring an increment

20.5 Increment progression may only be deferred where the:

(a) Medical Officer has been provided with reasons, in writing, for not meeting the requirements under clause 20.2; and

(b) reasons for deferring the increment were discussed between the manager and the Medical Officer as part of their work partnership plan, refer clause 12 (Performance Development).

20.6 If no written notice is provided by the manager to the Medical Officer, the increment will be automatic.

20.7 Deferral of a salary increment may be for a specified period for up to 6 months, or until the requirements of clause 20.2 have been met.

20.8 Where the Medical Officer disagrees with the decision to defer an increment, the Medical Officer may request that the Director of Medical Services, or equivalent, to review that decision. If the Director of Medical Services is the manager of the Medical Officer, then the review will be conducted by the manager of the Director of Medical Services.

21. Salaries

21.1 Salary and income related allowances (with the exception of Community Language Allowance at clause 39 and Northern Territory Allowance at clause 40) will be increased as set out below:

(a) 2.7% per annum with effect from 12 March 2026;

(b) 2.7% per annum with effect from the beginning of the first full pay period commencing on or after 1 January 2027;

(c) 3% per annum with effect from the beginning of the first full pay period commencing on or after 1 January 2028; and

(d) 3% per annum with effect from the beginning of the first full pay period commencing on or after 1 January 2029.

21.2 The salaries payable to Medical Officers are set out in Schedule 1.

Simplified Salary Spine and Transition Provisions

21.3 A simplified salary spine is being implemented within this Agreement, to provide greater salary equity across the various craft groups, and to better align the years of service to equivalent classifications. To achieve these outcomes the simplified salary spine, as set out in Schedule 1, includes:

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

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

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

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

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

Registrar Transitions

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

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

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

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

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

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

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

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

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

21.9 Salaries and income related allowances (with the exception of lump sum allowances) will be paid fortnightly based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{Annual Salary} \times 12}{313}$$

21.10 Expense related allowances in Schedule 1 are to be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a Determination. The allowances will not reduce if the Darwin Consumer Price Index is negative.

21.11 Payment of the salary and allowance increases in this Agreement (including any back payments that may apply) shall only be payable to Medical Officers who are employed from the commencement of the Agreement.

22. Superannuation

22.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.

22.2 The employer will make the minimum superannuation contributions to a superannuation fund for the benefit of a Medical Officer as this will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Medical Officer.

Note: This means that superannuation contributions will only be paid up to the maximum contribution base even if a Medical Officer's ordinary time earnings (including allowances which count for purposes of superannuation) exceed this amount.

22.3 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 both NTGPASS and NTSSS were closed to new members from 10 August 1999; Medical Officers employed before these dates may be members of the CSS, NTGPASS and NTSSS.

22.4 Medical Officers who commenced after 10 August 1999, or who have ceased to be a member of the CSS, NTGPASS or NTSSS, can choose a complying superannuation fund to receive superannuation contributions on their behalf.

22.5 Medical Officers who do not nominate a superannuation fund will have their superannuation contributions paid to either:

(a) an existing superannuation fund of which they are a member (if this is required by legislation); or

(b) the employer's default superannuation fund which offers a MySuper product.

23. Salary Sacrifice

23.1 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 their employer superannuation guarantee contributions paid to a 'Choice of Fund' superannuation fund (e.g. employed after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund.

(b) A Medical Officer who currently makes NTGPASS member contributions at the rate of 6% may salary sacrifice into a 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 another 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 employer contributions (whether real or notional), will be assessed against the Commonwealth concessional contribution cap by the Commonwealth Commissioner of Taxation.

The Medical Officer is responsible for any tax, interest and penalties that may be imposed by the Commissioner of Taxation or other relevant authority for them exceeding the Commonwealth concessional contribution cap.

(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 a Medical Officer who is a member of the CSS, NTSSS 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).

23.2 Salary Sacrifice Packaging

Under this Agreement a Medical Officer may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Commissioner of Taxation or other relevant authority. These salary sacrificing packaging 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) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes shall be met by the Medical Officer;

(c) the Medical Officer shall meet any administration costs as part of the salary package arrangements, including Fringe Benefit Tax liabilities that may arise;

(d) a Medical Officer's salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had the Medical Officer not entered into a salary sacrifice packaging arrangement; and

(e) a Medical Officer shall provide evidence of having obtained, or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

24. Integrity of Payments

24.1 The employer endeavours to ensure that all employees are paid their entitlements correctly and on time. However, from time to time employees may be either overpaid or underpaid. In either case, the parties agree that an incorrect payment of entitlements should be corrected as soon as reasonably practicable.

24.2 Recovery of overpayments

(a) Overpayments made to an employee will be recovered in accordance with regulation 5 of the *Financial Management Regulations 1995*. This clause provides a summary of the requirements under the regulations.

(b) The employee will be given written details of the overpayment and the amount proposed to be deducted or withheld. The employee will be provided a reasonable opportunity to propose an alternative arrangement to repay the overpayment.

(c) The CEO may enter into an alternative arrangement with the employee to repay the overpayment if it is reasonable in the circumstances, the risk of not recovering the overpayment is low, and the arrangement will not result in any added costs.

(d) On the cessation of an employee's employment, any amount or entitlement due to the person must be first used to repay the overpayment.

24.3 Rectification of underpayments

The employer will rectify an underpayment (including any applicable superannuation) to an employee as soon as reasonably practicable.

PART 5 – ALLOWANCES

25. Specialist Private Practice Allowance

25.1 Subject to this clause, a Staff Specialist Clinician or Senior Staff Specialist Clinician registered and currently credentialed to perform clinical duties for 75% of their employment with the Department will elect to receive either Category A, Category B or Category C Private Practice Allowance as specified in this clause.

25.2 A Medical Officer to whom this clause applies will make an election to receive Category A, Category B or Category C Private Practice Allowance as soon as practicable after the commencement of their employment. Subsequent elections to change between Category A, Category B or Category C will take effect from the beginning of the following financial year and only one election can be made in any single financial year.

25.3 For the avoidance of doubt, the following Medical Officer classifications are not eligible to receive Category A, Category B or Category C 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

25.4 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

25.5 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.

25.6 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 their 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 the Medical Officer, 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 rights of private practice to the fullest extent possible to assist the Department to bill private patients for billable services (consistent with the legislative requirements).

25.7 Category B Private Practice Allowance will:

(a) be paid proportionally to the Specialist's contracted hours of work;

(b) be paid during periods of paid leave; and

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

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

Category C – Private Practice Allowance

25.9 A Medical Officer who elects to receive Category C Private Practice Allowance will receive:

(a) payment of ordinary annual salary as specified in Schedule 1;

(b) payment of a Category C Private Practice Allowance on a fortnightly basis at the rate of 30% of ordinary annual salary per annum; and

(c) 50% of revenue (private practice billings) to a maximum $100 000 per financial year.

25.10 Payment of the Category C Private Practice 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 C Private Practice Allowance requires a Medical Officer to have signed an undertaking to exercise their 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 the Medical Officer, 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 rights of private practice to the fullest extent possible to assist the Department to bill private patients for billable services (consistent with the legislative requirements).

25.11 Category C Private Practice Allowance in clause 25.9(b):

(a) will be paid proportionally to the Specialist's contracted hours of work;

(b) will be paid during periods of paid leave;

(c) will count as salary for the purposes of superannuation; and

(d) does not apply to overtime or paid during periods of unpaid leave.

25.12 Category C Revenue Payment

(a) The Category C revenue payment in clause 25.9(c) is derived from an arrangement whereby 50% of revenue generated from the individual Medical

Officer's billing for client services provided to patients who are private or compensable as defined under the National Health Reform Agreement (NHRA), is collected by the Department and paid to the Medical Officer on a monthly basis, unless another **relevant period** has been determined by the Department. The remainder of the revenue is retained by the Department for the purposes of funding health services and providing administrative assistance.

(i) The **relevant period** referred to in clause 25.12(a) is to be no shorter than monthly and not longer than quarterly.

(b) A Medical Officer's entitlement will be calculated according to the amount of revenue generated by the Medical Officer in the immediate prior month or the relevant period. The payment will be paid to the Medical Officer in a lump sum with salary within 30 days of the conclusion of the relevant period.

(c) The maximum payment specified in clause 25.9(c) is inclusive of the superannuation guarantee amount due to the Medical Officer with respect to the Category C revenue payments.

(d) Category C revenue 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 other allowances.

26. Pre-eminent Status Allowance

26.1 Subject to the requirements of this clause, the CEO may approve the payment of a Pre-eminent Status Allowance to a Staff Specialist, Senior Staff Specialist, Rural Medical Practitioner, Rural Generalist or Rural Medical Administrator at a rate specified Schedule 1.

26.2 The Department will twice-yearly invite Medical Officers for an initial application for the Pre-eminent Status Allowance. A Medical Officer must submit the written application addressing the criteria under this clause together with supporting evidence to the Medical Officer's claims.

26.3 The CEO 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 but will at least comprise 4 people (including the chairperson), 2 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.

26.4 Renewal of the allowance will be subject to the formal annual review and approval of the Work Partnership Plan, developed under clause 12 (Performance Development), by the Medical Officer's supervisor validating that the Medical Officer's performance continues to meet the eligibility requirements under clause 26.5.

26.5 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.

26.6 Payment of the allowance is for a period of 2 years.

26.7 An unsuccessful applicant cannot re-apply for payment of the allowance until a period of 12 months has elapsed since the CEO declined a previous application.

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

27. Managerial Allowance

27.1 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 Medical Officers.

27.2 In addition to the salaries prescribed in this Agreement, a Senior Medical Officer appointed by the CEO 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.

27.3 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 for the satisfactory performance of those duties.

27.4 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

27.5 Level 1 allowance is payable to the following Senior Medical Officers:

(a) Senior Staff Specialist Clinician appointed under clause 27.2 as a Sub Unit Head (Surgical Sub Specialties, Ophthalmology, Medical Units or similar);

(b) Senior Rural Medical Practitioner appointed under clause 27.2 to coordinate a remote health leadership program; and

(c) Senior Staff Specialist Public Health Medicine appointed under clause 27.2 to manage a public health program.

27.6 The Level 1 allowance is payable to a Senior Medical Officer managing a small work unit and who meets the criteria under clause 27.4. In addition, the Senior Medical Officer will, as a minimum, perform human resource management responsibilities including the direct supervision of staff (including other 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

27.7 Level 2 allowance is payable to the following Senior Medical Officers:

(a) Senior Staff Specialist appointed under clause 27.2 as a Unit Head (Emergency, Anaesthetics, Paediatrics, Surgery or similar);

(b) Rural Medical Administrator or other Senior Medical Officer, who meets the full eligibility criteria of this clause, appointed under clause 27.2 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 clause 27.2 to coordinate the delivery of a regional public health service.

27.8 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) and who meets the criteria under clause 27.4. In addition, the Senior Medical Officer will, as a minimum, perform human resource management responsibilities including the direct supervision of staff (including other 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

27.9 Level 3 allowance is payable to Senior Staff Specialist appointed under clause 27.2 to perform management responsibilities within their clinical specialty for all of the Northern Territory.

27.10 The Level 3 allowance is payable to a Senior Medical Officer who meets the criteria under clauses 27.4 and 27.8. 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 their specialty or public health.

Level 4 Managerial Allowance – Director

27.11 Level 4 allowance is payable to a Senior Staff Specialist appointed under clause 27.2 to perform management responsibilities as a Director of Medicine, Maternal and Child Health or Surgery and Critical Care in the Royal Darwin Hospital or Director Disease Control.

27.12 The Level 4 allowance is payable to a Senior Medical Officer who meets the criteria under clause 27.4 (and where relevant, clause 27.6). 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.

27.13 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.

27.14 Managerial allowances may be withdrawn with one month's notice by the CEO if the CEO 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.

27.15 Managerial allowance counts as salary for all purposes.

27.16 A final determination with respect to Medical Officer's eligibility will be subject to the approval of the CEO.

28. Practitioner Allowance

28.1 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) Rural Generalists; and

(e) Rural Medical Administrators.

28.2 The allowance will be paid at 30% of the Medical Officer's base salary as specified under Schedule 1.

28.3 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.

29. Extended Hours Benefit Payment

29.1 In addition to salary and allowances payable under this Agreement, and if meeting the eligibility criteria of this clause, the following Medical Officers are eligible for the payment of the Extended Hours Benefit Payment at the rate of 25% of the Medical Officer's base salary as specified under Schedule 1.

(a) Staff Specialist;

(b) Senior Staff Specialist;

(c) Rural Medical Practitioner;

(d) Senior Rural Medical Practitioner;

(e) Rural Generalist; and

(f) Senior Rural Generalist.

29.2 The Extended Hours Benefit Payment will only be paid in recognition of the requirement for Medical Officers employed to provide extended ordinary hours coverage from 0800 hours to 2200 hours on a 7 day per week basis. To be eligible for the payment the Medical Officer must regularly (not on an ad hoc basis) participate in the unit roster in compliance with requirements of this clause.

29.3 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.

29.4 The terms of clause 18 (Variation to Working Arrangements for Groups of Medical Officers) may be applied with respect to the provisions under this clause.

30. Registrar Rotation Allowance

30.1 A Registrar who is required to undertake a placement by rotation as part of their Australian Medical Council accredited training program will maintain their current salary level, as per this Agreement, throughout their placement. Where this placement is in a rural location, an additional allowance will be paid at the rate specified in Schedule 1. The allowance will count as salary for all purposes.

30.2 If a Registrar/Senior Registrar or Hospital Medical Officer/Senior Hospital Medical Officer requests a placement at a lower level as part of their 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.

31. Attraction and Retention Allowance – Correctional Centres

31.1 A Medical Officer who is required to perform duty in a Northern Territory Correctional Centre as the established or reliving / rotating prison Medical Officer performing the full duties of this role is eligible for the payment of an Attraction and Retention Allowance whilst working in the Correctional Centre at the rate specified under Schedule 1. This does not apply to other Medical Officers who may undertake other duty or Medical Officer training programs in a Correctional Centre.

31.2 The Attraction and Retention Allowance 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.

31.3 A Medical Officer eligible for allowances under clause 32.4 (Regional and Remote Attraction Allowance) and 32.6 (Regional and Remote Attraction and Retention Allowance) who rotates through the Correctional Centre and also performs regional and remote work during the same year, will have the duty served in the Correctional Centre count as service for the purposes of meeting the '12 months of service' requirement for the lump sum payment under clause 32.5 (Regional and Remote Retention Payment). For the avoidance of doubt, the fortnightly Regional and Remote Attraction Allowance in clause 32.4 and Regional and Remote Attraction and Retention Allowance in clause 32.6 are not payable for any period the Medical Officer performs duty in the Correctional Centre.

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

32.1 In recognition of the social and professional isolation associated with regional and remote service, Regional and Remote Living Payments and Allowances will be payable to a Medical Officer holding a classification of:

(a) Rural Medical Practitioner (RL3.3 to RL4.6)

(b) Rural Generalist (RGT1 to SRG3)

(c) Staff Specialist (SMO1.1 to SMO1.6)

(d) Senior Staff Specialist (SMO2.1 to SMO2.3)

32.2 The Regional and Remote Living Payments and Allowances comprise of a:

(a) Regional and Remote Attraction Allowance (clause 32.4) – first 12 months service only;

(b) Regional and Remote Retention Payment (clause 32.5) – first 12 months service only; and

(c) Regional and Remote Attraction and Retention Allowance (clause 32.6) – post 12 months service.

These payments will be made in accordance with this clause and the rates specified in Schedule 1.

32.3 The Regional and Remote Living Payments will be payable in accordance with the following categories:

(a) Level 1 – a Medical Officer residing in Darwin <u>and</u> performing the majority of their duties in regional and remote areas.

(b) Level 2 – a Medical Officer residing in Katherine, Alice Springs or Nhulunbuy <u>and</u> performing the majority of their duties in regional and remote areas.

(c) Level 3 – a Medical Officer residing in Tennant Creek or remote NT communities <u>and</u> performing the majority of their duties in regional and remote areas.

Regional and Remote Attraction Allowance

32.4 The Regional and Remote Attraction Allowance will be paid fortnightly for the first 12 months of continuous service only, will count for superannuation purposes, and subject to clause 32.8, 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.

Regional and Remote Retention Payment

32.5 Subject to the transition provisions in clause 32.9, the Regional and Remote Retention Payment will be paid to the Medical Officer as a lump sum at the completion of the first 12 months of continuous service only. Part-time Medical Officer will be eligible for a pro rata entitlement according to their contracted hours of work.

Regional and Remote Attraction and Retention Allowance

32.6 Subject to the transition provisions in clause 32.9, on the completion of 12 months continuous service, the Regional and Remote Attraction and Retention Allowance will replace eligibility to the Regional and Remote Attraction Allowance and the Regional and Remote Retention Payment (which are combined to form this allowance).

32.7 The Regional and Remote Attraction and Retention Allowance will be paid fortnightly, will count for superannuation purposes, and subject to clause 32.8, 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.

32.8 For the purpose of clauses 32.4 and 32.7, the allowance will not be payable for periods of special study leave (provided under Determination 8 of 2015 Remote Locality Provisions, or subsequent Determinations), or Sabbatical Leave (clause 74), where the Medical Officer is not residing in a remote or regional location while on that leave.

Transition Provisions

32.9 A Medical Officer who on the commencement of this Agreement, was providing qualifying service toward a Regional and Remote Retention Payment (lump sum payment):

(a) shall continue working toward receiving their next lump sum retention payment, which will then be paid effective on the date it would have otherwise been due; and

(b) they shall not receive the Regional and Remote Attraction and Retention Allowance during the qualifying period in clause 32.9(a).

32.10 A Medical Officer to whom clause 32.9 applies, will then be eligible to receive the Remote Attraction and Retention Allowance from the date they were eligible to receive the lump sum retention payment under clause 32.9(a), and no further lump sum retention payments shall apply.

Interaction with working in a Correctional Centre

32.11 The Regional and Remote Attraction Allowance (clause 32.4), the Regional and Remote Retention Allowance (clause 32.5), the Regional and Remote Attraction and Retention Allowance (clause 32.6) are not payable for any period the Medical Officer is working in a Northern Territory Correctional Centre.

32.12 Any period worked in the Correctional Centre will count towards achieving the 12 months service for the purposes of clause 32.5 (and in accordance with clause 31 Attraction and Retention Allowance – Correctional Centres).

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

33.1 A Rural Allowance is payable to the following classifications:

(a) Senior Staff Specialists (SMO2.1 to SMO2.3), who satisfy clause 32.3 (i.e. who perform the majority of their shifts in regional or remote location); and

(b) Senior Rural Medical Practitioners (RL4.1 to RL4.4).

Note: This allowance does not apply to other classifications at the RL4.1 - RL4.4 level e.g. Rural Medical Administrators, Rural Generalist or Senior Rural Generalists.

33.2 The Rural Allowance in Schedule 1 is paid on a fortnightly basis, 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.

33.3 The Rural Allowance is payable in addition to the Regional and Remote Living Payments and Allowances payable in accordance with clause 32.

34. Rural Medical Practitioners – Revenue Activity Incentive Payment

34.1 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 Generalist Trainee;

(b) Senior Rural Generalist Trainee;

(c) Rural Medical Practitioner;

(d) Rural Generalist;

(e) Rural Medical Administrator;

(f) Senior Rural Medical Practitioner; and

(g) Senior Rural Generalist.

34.2 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 provided to patients who are Medicare eligible, Medicare ineligible and covered by workers compensation, is collected by the Department and paid to the Medical Officer on a quarterly basis, unless another **relevant period** has been determined by the Department. The remainder of the revenue is retained by the Department for the purposes of funding health services and providing administrative assistance.

Note: Northern Territory Public Sector health sites that can be included for the purposes of the Revenue Activity Incentive Payment under this clause are determined by Commonwealth legislation and Northern Territory Government policy.

34.3 The **relevant period** referred to in clause 34.2 is to be no shorter than monthly and not longer than quarterly.

34.4 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 payments 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.

34.5 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 or the relevant period as determined by the Department. The payment will be paid to the Medical Officer in a lump sum with salary within 6 weeks of the conclusion of the relevant period.

34.6 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 their duties in regional and remote areas: 50% of revenue generated by the Medical Officer up to a maximum payment of $75 000 per financial year.

(b) Level 2 – a Rural Medical Practitioner residing in Katherine, Alice Springs or Nhulunbuy and performing the majority of their duties in regional and remote areas: 50% of revenue generated by the Medical Officer up to a maximum payment of $85 000 per financial year.

(c) Level 3 – a Rural Medical Practitioner residing in Tennant Creek or another remote NT community and performing the majority of their duties in regional and remote areas: 50% of revenue generated by the Medical Officer up to a maximum payment of $100 000 per financial year.

34.7 The maximum payments specified under clause 34.6 are inclusive of the superannuation guarantee amount due to the Medical Officer with respect to the Revenue Activity Incentive Payment.

34.8 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 other allowances.

34.9 Under the Commonwealth Strengthening Medicare agenda, the Department commits to work with the Federation to consider changes that may affect the Revenue Activity Incentive Payment for Rural Medical Practitioners. The Commissioner may give effect to any agreed outcomes/recommendation through a Determination or other appropriate instrument.

35. Vocational Rural Generalist Trainee Allowance

35.1 Subject to this clause, a Vocational Rural Generalist Trainee working in a Northern Territory Hospital is eligible to receive payment of an allowance at a rate specified in Schedule 1.2. The allowance is equivalent to 20% of the Rural General Trainee Level 3 (RGT3) ordinary annual base salary.

35.2 The allowance will be paid where approved by the relevant delegate, on the basis the Rural Generalist Trainee:

(a) has been accepted into the Rural Generalist Training Scheme (or equivalent) and is undertaking a training program for admission as a fellow of the ACRRM or the RACGP, and has committed to undertake advanced skills training; and

(b) has been qualified by the relevant college and approved in compliance with the Department's credentialing process to work in specified areas of practice (e.g. anaesthetics, obstetrics) with a model of supervision suitable for the environment and where the Department is utilising those skills on a regular and consistent basis.

35.3 The allowance 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.

36. Professional Development Assistance Package

General

36.1 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.

36.2 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 their 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 (Assistance with studies).

Eligibility for Professional Development Assistance Package

36.3 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 6 months continuous service.

36.4 Where a Medical Officer is employed for an initial period of less than 6 months and the employee 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 6 months, provided there is no gap in service greater than 2 months between the 2 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 6 months service, continuous or combined.

Professional Development Allowance

36.5 A Medical Officer is eligible to receive a fortnightly Professional Development Allowance in accordance with the rates specified in Schedule 1.

36.6 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.

36.7 A Medical Officer employed on a contract of employment of between 6 and 12 months duration, or in circumstances falling under clause 36.4, will be eligible to receive Professional Development Allowance on a pro rata basis according to the Medical Officer's tenure of employment.

36.8 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.

36.9 Casual employees are not eligible for the allowance.

Additional Professional Development Allowance

36.10 A Medical Officer who has exhausted, as demonstrated by documentary evidence, their annual Professional Development Allowance in Schedule 1, may apply for an additional allowance of up to $3 000 per entitlement year. The following conditions apply:

(a) the Medical Officer is employed in one of the following classifications: MO1 to MO5, HMO1 to HMO6, REG1 to REG6, and RGT1 to RGT2.

(b) the Medical Officer can only make one claim for additional Professional Development Allowance per entitlement year up to $3 000.

(c) reimbursement will be in the form of a lump sum.

(d) the allowance will not count as salary for any purpose.

(e) the allowance will apply to part-time employees on a pro rata basis based upon their contracted hours of employment.

(f) the production of sufficient evidence by the Medical Officer substantiating professional development costs and activity/activities incurred, or to be incurred by the Medical Officer, and providing evidence that the employee attended the activity/activities.

36.11 In addition to reimbursement payments available under clause 36.10, the CEO may approve reimbursement of a Higher Education Loan Payment (HELP) debt of up to $3 000 for Medical Officers, employed in a classification in clause 36.10(a), subject to the following conditions:

(a) the HELP debt must be related to an initial qualification as a Medical Practitioner, not an advanced degree;

(b) the Medical Officer must provide evidence of the debt incurred either through production of the HELP debt or voluntary repayments made;

(c) Medical Officers may apply for reimbursement of their HELP debt after 2 years continuous service.

Professional Development Leave

36.12 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 Schedule 1.

36.13 The total maximum amount of leave may be taken in a single period, or in broken periods, during their annual allotment period (i.e. the 12 months of service from their date of commencement, followed by each 12 months service after that date).

36.14 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 clause 12 (Performance Development), or other approved learning plan.

36.15 Professional Development Leave is inclusive of travel time associated with attendance at the professional development activity. However, where a Medical Officer lives and resides in a NT remote community (Level 3), refer clause 32.3(c) one, up to 5 days travel time per year (non accumulative) will be provided to attend professional development activities.

36.16 Subject to clause 36.17, any unused portion of the annual allotment of Professional Development Leave will lapse if not used by the Medical Officer within the annual allotment period.

36.17 A Medical Officer may apply to carry over an amount of unused Professional Development Leave from their current years allotment, into the next allotment year, provided they identify the reason and intended purpose that it will be needed in addition to the Professional Development Leave they will be receiving in the subsequent year.

36.18 Any application to carry over the Professional Development Leave must be completed prior to the end of the year in which the unused leave is allotted in, and carry over may be granted in accordance with clause 36.14.

36.19 No payment in lieu of unused Professional Development Leave will be made to the Medical Officer on ceasing employment.

36.20 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.

36.21 A Medical Officer employed on a contract of employment of between 6 and 12 months duration, or in circumstances falling under clause 36.4, 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 9 month contract would be eligible to receive 9/12^{ths} of the annual professional development leave entitlement.

36.22 Notwithstanding clause 36.21, Professional Development Leave entitlements for new Medical Officers will be provided on a pro rata basis from their date of commencement up to 1 January of each year, and no Medical Officer will be entitled to more than the amount prescribed under Column 2, refer Schedule 1, in any 12 month period.

36.23 Interrupted employment

(a) A Medical Officer who ceases employment with the Department, and then returns within 24 months, may be reinstated with 50% of the amount of unused Professional Development Leave they were entitled to on ceasing employment, subject to the following provisions of this clause.

(b) The Medical Officer's return to the Department after a period of interrupted employment must be as a consequence of engagement with a:

(i) recognised humanitarian medical program, as approved by the CEO; or

(ii) medical practice outside the Department, as determined by the Commissioner for Public Employment (refer Determination 9 of 2005 – Recognised Employers for Long Service Leave); or

(iii) recognised vocational training program that leads to an Australian Fellowship.

36.24 To be eligible for this provision the Medical Officer would need a minimum of one year's prior service with the Department.

36.25 The Medical Officer must have:

(a) commenced the employment, training or program outlined in clause 36.23(b) within 2 months of leaving the Department; and

(b) had continuous service employment or training in the program (i.e. unbroken period); and

(c) returned within 2 months of the Medical Officer ceasing employment or training in the program.

36.26 Recognition of service under this clause will be subject to approval by the CEO.

37. Higher Duties Allowance

37.1 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.

37.2 An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.

37.3 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.

37.4 Where a Medical Officer has been directed, for at least one shift, to perform the duties of a higher classification, the Medical Officer will be paid the difference between the Medical Officer's own salary and the amount at the higher classification (at the base level of the classification).

37.5 A Medical Officer who performs the duties of a higher classification for 12 months continuously, or for 12 months in broken periods over a 24 month period, and has met the requirements of clause 20.1 will be paid an increment in accordance with clause 20 (Salary Progression).

37.6 An increment attained by higher duties will be retained for future higher duties at that classification level (or higher).

37.7 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.

38. Meal Allowance

38.1 Subject to this clause a Medical Officer who:

(a) after the completion of their 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 their 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 their ordinary 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 their 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.

38.2 For the purpose of clause 38.1, a meal period will mean the following periods:

(a) 0700 to 0900

(b) 1200 to 1400

(c) 1800 to 1900

(d) 2400 to 0100

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

39. Community Language Allowance

39.1 An employee will be eligible for an allowance, at the rate contained in Schedule 1, if directed by the CEO to use their bilingual communication skills in accordance with this clause.

39.2 Definitions:

(a) “bilingual communication” includes communication in languages other than English and the Deaf Oral Language, AUSLAN (Australian Sign Language); and

(b) “NAATI” means the National Accreditation Authority for Translators and Interpreters.

39.3 The Allowance shall be paid to an eligible employee at a tier and rate set out in Schedule 1 and in accordance with the policy / procedure established under clause 39.4.

39.4 CEOs are to develop a policy and/or procedure:

(a) to manage the Allowance process including but not limited to the identification, assessment and standards of language competence (noting clause 39.9) and support for testing; and

(b) to determine the tier of the Allowance to be paid, which will include but not be limited to consideration of the anticipated level of use that the employee will be called upon to provide their bilingual communication skills over the next 12 month period relative to other employees in the agency, and each 12 months after if they remain entitled to receive the Allowance.

39.5 Subject to clause 39.6, where an employee who has bilingual communication skills is willing, the CEO may direct the employee, in addition to the employee's other duties, to use their bilingual communication skills in the course of their employment and that employee shall be entitled, while the direction remains in force, to be paid the Allowance at a rate set out in Schedule 1.

39.6 The Allowance shall not be paid to an employee where the duties of their job require the possession of bilingual communication skills, as these skills would have been recognised in the work value for the job.

39.7 In directing an employee, the CEO should give consideration to there being an identifiable and continuing need for the particular language skills possessed by the employee in providing client or employee services.

39.8 Written translation work and more complex interpreter work is not to be required of an employee receiving the Allowance.

39.9 The employee's language competence must be at the standard of:

(a) a pass in the relevant language, including for Aboriginal language speakers, of at least the NAATI Community Language Aide Test;

(b) recognition by NAATI as possessing equivalent proficiency; or

(c) where NAATI does not provide an assessment of the particular language skill, or it is not available at the time the CEO is seeking to use an employee's bilingual communication skill, the CEO may use the services of an individual or alternate body who/ that the CEO considers has the necessary expertise to assess the employee's language skills; and

(d) where the CEO relies upon a test other than NAATI, and the NAATI test subsequently becomes available, the CEO should arrange for the employee to be assessed through NAATI as soon as reasonably practicable.

39.10 The Allowance shall not be paid to an employee if the NAATI certification or recognition under clause 39.9 has expired.

39.11 Where the employee's language competence has already been assessed in accordance with clause 39.9 prior to applying for the Allowance, the CEO may decide that no further testing is required.

39.12 As the majority of language testing is only available annually, the CEO may approve payment of the Allowance subject to the employee taking the next available test, or a later test if approved by the CEO, provided that the other conditions relating to the payment of the Allowance are met.

39.13 Wherever possible, the CEO should support an employee who is willing to provide their bilingual communication skills by approving payment to NAATI (or other approved individual or body) for any language testing or assessment fees on behalf of an employee, and providing time off for the assessment and related matters.

39.14 Where an employee fails a language test, the CEO shall determine whether payment of the Allowance should continue, whether a further test is required and whether support for any further testing should be provided.

39.15 The Allowance is payable during all periods of paid leave if it would have been paid but for the taking of paid leave.

39.16 Payment of the Allowance shall be reviewed regularly, or whenever the employment status or work requirements of an employee receiving the Allowance changes (e.g. on temporary or permanent promotion, or transfer), to determine whether it should continue to be paid and the tier at which it will be paid.

40. Preserved Entitlement – Northern Territory Allowance

40.1 Subject to satisfying the annual review requirements, a Medical Officer in receipt of the Northern Territory Allowance prior to 4 June 2019 will be eligible to continue to receive the allowance of $960 per annum, as per By-law 26.

40.2 Where the allowance is paid because the Medical Officer has established responsibility for dependants in accordance with By-law 26, the allowance will continue to be paid until such time as the Medical Officer no longer has those dependants.

40.3 When a Medical Officer who is eligible to receive the allowance under this clause ceases to be eligible to the allowance, they shall not be eligible to recommence claiming the allowance for any further dependency purpose.

PART 6 – TYPES OF WORK, HOURS OF WORK, OVERTIME AND RELATED MATTERS

41. Types of Employment

41.1 The PSEM Act specifies the basis of engagement for an employee covered by this Agreement (see section 29(3) of the PSEM Act, which provides for employment on an ongoing, fixed period or casual basis).

41.2 Employment on an ongoing basis is the primary method of employment in the NTPS. However, there are certain circumstances when fixed period or casual employment may be appropriate.

41.3 Ongoing and fixed period Medical Officers can be employed on either a full-time or part-time basis.

42. Full-time Employment

42.1 A full-time Medical Officer is an employee who works 38 ordinary hours of duty per week.

43. Part-time Employment

43.1 A part-time Medical Officer is an employee who works an agreed number of regular hours that is less than the ordinary hours of work applicable to an equivalent full-time Medical Officer under this Agreement.

43.2 Part-time Medical Officers will receive, on a pro-rata basis, equivalent pay and conditions of employment applying to a full-time Medical Officer, unless otherwise stated in this Agreement.

43.3 Incremental progression for part-time Medical Officers will be in accordance with clause 19 (Classification Definitions) and clause 20 (Salary Progression) of this Agreement.

43.4 Before part-time duty commences, the CEO and Medical Officer will agree in writing on:

(a) the agreed weekly hours of duty (agreed hours);

(b) duration of the agreement (where specified period only); and

(c) the pattern of hours to be worked including starting and finishing times for Medical Officers, other than shiftworkers, on each or any day of the week within the span of hours specified for an equivalent full-time Medical Officer.

43.5 A part-time Medical Officer will have any allowances paid to them as part of their agreed weekly ordinary hours of duty be paid for any additional ordinary hours worked past their agreed weekly part-time hours up to that of a full-time Medical Officer i.e. 38 ordinary hours of duty per week. No payment of any allowances made for time worked as overtime will apply.

For example: A Medical Officer, who has agreed weekly ordinary hours of 16 hours per week, works an additional ordinary hours shift of 8 hours in the week. This will attract the payment of the Medical Officer's entitled allowances at a pro-rata rate for the additional 8 hours worked.

43.6 A CEO and the Medical Officer may agree to change the Medical Officer's agreed hours of duty, at the written request of either party.

43.7 A Medical Officer engaged on a full-time basis will not be required to convert to part-time employment, nor transfer without their consent to enable part-time employment.

43.8 A Medical Officer may request in writing to convert from full-time employment to part-time employment for a specified period or permanently. A CEO will consider the application to convert to part-time employment in accordance with clause 88 (Flexible Work – General Principles and Requirements).

43.9 Where a full-time Medical Officer is approved to work part-time for a specified period, the agreement in writing under clause 43.4 will provide for the hours to be varied to full-time hours on a specified date. The Medical Officer will revert to full-time hours unless a further period of part-time employment is approved.

44. Part-time Hours of Duty and Overtime

44.1 The following principles apply to part-time employment:

(a) Change to a part-time Medical Officer's hours originally established may be made by mutual agreement between the CEO and the Medical Officer.

(b) The span of hours during which a part-time Medical Officer may work their 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. For clarification, overtime will only be paid where work performed:

(i) is outside the normal span of hours applicable to the equivalent full-time Medical Officer, except where the Medical Officer is a shiftworker; or

(ii) is beyond the length of time the Medical Officer is normally required to work on the day concerned as per the Medical Officer's contracted hours of employment. That is, the additional hours worked abut the normal ordinary hours rostered to be worked on that day (e.g. Medical Officer is normally rostered for 8 hours on a particular day, however, they are directed to work an additional hour. The additional hour is paid at overtime rates); or

(iii) is duty performed as Restrictive Duty or Emergency Duty; or

(iv) unless clauses 44.1(c)(i) to (iii) apply, after working in excess of 76 hours per fortnight.

(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 the Medical Officer works or more than 64 hours per fortnight.

(e) Where the Medical Officer and CEO agree, a part-time Medical Officer may work fewer or more hours per week than the minimum and maximum limits stipulated in clause 44.1(d).

45. Fixed Period Employment

45.1 The provisions of this clause apply to an employee employed on a fixed period basis.

45.2 All employees should be provided with written advice of their general terms and conditions of employment prior to commencing employment.

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

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

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

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

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

45.4 For the full list of exceptions refer to section 333F of the *Fair work Act 2009* (Cth).

45.5 The Commissioner's Guidelines on Fixed Period Contracts list when a fixed term contract can be used, the exceptions for when such contracts can continue, the anti-avoidance provisions and what occurs if there is a breach under clause 45.3.

45.6 An employee engaged on a fixed term contract or consecutive contracts for the same or substantially the same work for a period of 2 years will have their engagement status reviewed 3 months from the end date of their contract.

46. Casual Employment

46.1 A casual Medical Officer is an employee who:

(a) Was offered and accepted employment on the basis that the CEO makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

(b) To avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

46.2 A casual Medical Officer will be paid:

(a) the ordinary hourly rate of pay for the classification assigned; and

(b) a casual loading of 20% of the ordinary hourly rate of pay, in lieu of paid leave (except long service leave) and public holidays not worked.

Note: Casual Medical Officers may be required to perform overtime or shiftwork and will receive appropriate penalty rates calculated on the ordinary hourly rate for such duty. Casual loading will not be used to increase the ordinary hourly rate for payment of overtime or shift penalties.

46.3 Casual Medical Officers are not eligible for incremental adjustment to their salary.

46.4 The minimum daily engagement of a casual Medical Officer is 3 hours.

Note: For the purpose of clause 46.4, work commencing prior to midnight on one day and continuing into the next day, counts as one engagement.

46.5 Where less than the minimum daily engagement hours are actually worked, as outlined in clause 46.4, superannuation will be paid on the full 3 hours as if the superannuation guarantee applied, provided that those hours do not attract overtime payments.

46.6 A Medical Officer may provide notice, in writing, to their CEO of their choice to become an ongoing employee in accordance with the FW Act. This is known as the 'Employee Choice Pathway'.

46.7 The CEO must respond in writing within 21 days of the request, advising of their acceptance or non-acceptance of the change.

47. Hours of Duty and Shiftwork

47.1 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 2, 3, or 4 weeks, within the normal span of 0600 to 1800 hours Monday to Friday.

(b) The 38 hours per week will be worked without generally involving a scheme of Programmed Days Off (PDOs).

(c) An unpaid meal break of at least 30 minutes is to be provided to Medical Officers and must commence within 5 hours of the start of their shift.

(d) Notwithstanding clause 47.1(c), it is recognised that there may be occasions when a meal break cannot be taken within 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 clause 47.1(c) and an alternative is unable to be programmed under clause 47.1(d), the Medical Officer will be entitled, with the approval of their 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.

47.2 Saturday duty

(a) A Medical Officer, other than a shiftworker defined in clause 47.5(d) 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 based on the actual hours worked.

(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.

47.3 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 6 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.

47.4 Public holiday duty

(a) Public holiday means a holiday as prescribed in clause 54 (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 clause 47.4(b) for each separate attendance will be 4 hours in the case of Medical Officers who are not in any restriction situation specified in clause 51 (Restrictive Duty).

(d) For the purposes of clause 47.4(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 clause 47.4(e) the Medical Officer will be paid instead one day's pay at the ordinary rate.

47.5 Shiftwork

(a) To facilitate effective critical management of patients through the health care system and to better manage service demand, Medical Officers rosters will support the needs of a 24 hour, 7 days a week health care service as appropriate, including staggered start times of rosters.

(b) A Medical Officer may be required to work shiftwork, 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.

(c) The hours of duty for a Medical Officer performing shiftwork will, as far as practicable, be confined to 38 hours per week or an average of 38 hours per week spread over 2, 3 or 4 weeks.

(d) A Medical Officer will be considered a shiftworker 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.

(e) Shiftwork 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.

(f) Refer to clause 47.9 for the payment of shiftwork penalties during a period of recreation leave.

(g) The period for which shiftwork payments will be made based on the actual hours worked.

47.6 Payment rates

(a) In addition to the Medical Officer's ordinary salary for the shift, a shiftworker will be paid the non-cumulative shiftwork 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 4 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 clause 47.6(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 clause 47.6(b)(i)A.

47.7 The provisions of clause 52 (Emergency Duty) will not apply to shiftworkers whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

47.8 Duty for full-time shiftworkers 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.

Note: Refer clause 44.1(c) for overtime applicable to part-time employees.

Recreation Leave and Shiftwork Penalties

47.9 A shiftworker on approved paid recreation leave will receive shiftwork penalties as if they were rostered on to perform duty during the period of recreation leave. Such payments will be referred to as 'penalties in lieu of shiftwork' payments (PILS).

47.10 The payment of PILS is subject to the following:

(a) the employee is approved to take at least one day's recreation leave;

(b) recreation leave has been deducted for the shift that the employee would have worked on that day;

(c) where a forecasted roster has not been provided with a recreation leave application then PILS will be calculated based on the employee's previous 6 months of shiftwork payments under clause 47.6.

47.11 A shiftworker on half pay recreation leave as per Schedule 2 will be paid PILS. Such penalties will be calculated based on the period of leave which counts for service in accordance with Schedule 2 and will be paid at 50% for the entire period in accordance with Schedule 2.

47.12 Where an employee has been approved to cash-out their recreation leave in accordance with clause 62.9, payment will be calculated based on the employee's previous 6 months of shiftwork payments under clause 47.6.

48. Overtime

General Principles - Reasonable Overtime

48.1 Subject to clause 48.2, a Medical Officer will be liable to be called for duty at any time that the employee is required in accordance with the provisions of this clause.

48.2 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 Department;

(d) the notice (if any) given by the CEO of the overtime and by the Medical Officer of their intention to refuse it; and

(e) any other relevant matter.

General Conditions

48.3 Subject to clause 48.4, all Medical Officers are eligible for overtime payments in accordance with this clause.

48.4 Medical Officers who hold or perform duties (e.g. higher duties) of a designation of Senior/Staff Specialist will be entitled to overtime payment as follows:

(a) Specialists placed on Immediate Roster (clause 51.9(a), First Roster (clause 51.9(b) and Clinical Advice by Telephone (clause 51.9(c)) will be entitled to overtime payment in accordance with the Restrictive Duty provisions and this clause.

(b) Specialists placed on Second Roster (clause 51.9(d)) will not be entitled to overtime payment.

(c) under special circumstances, the CEO may approve a variance of the conditions specified for Specialists in clauses 48.4(a) and 48.4(b).

48.5 Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing by the CEO.

48.6 A Medical Officer's salary for the purpose of calculation of overtime will include higher duties and other allowances in the nature of salary that expressly state they are to be included in overtime calculations.

48.7 Medical Officers undertaking authorised/approved duties outside the employee's normal hours will be paid overtime for the time worked. Minimum overtime payments may apply to overtime worked during a period of Restrictive Duty or where the overtime worked is not continuous with ordinary duty.

48.8 The payment for authorised training outside of the Medical Officer's ordinary hours of duty will be paid at single time.

48.9 Overtime is calculated based on the actual hours worked.

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

48.11 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.

48.12 Payment for excess travelling time for Medical Officers travelling to remote communities will be made in accordance with clause 53 (Excess Travel Time for Travelling to Remote Communities).

48.13 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 their delegate.

Rates of Payment

48.14 All duty performed in excess of 38 hours per week or an average of 38 hours per week spread over 2, 3, or 4 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. The overtime penalty is calculated on the hourly rate in clause 48.15 or 48.16, whichever is applicable.

Note: Clause 48.8 – single time rate for training outside ordinary hours.

48.15 Subject to clause 48.16, the hourly rate for overtime payment will be ascertained by applying the following formula:

$$\frac{\text{Annual salary}}{313} \text{ multiplied by } \frac{6}{38}$$

48.16 In lieu of the hourly rate calculated in clause 48.15, a Specialist on First Roster in accordance with clause 51.8(b) (Restrictive Duty) who is recalled back to the workplace to perform duty shall have their overtime payment in clause 48.14, and minimum payments in clause 48.20 if applicable, calculated based on the Fixed Hourly Call Back Rate in the table below:

Specialist Fixed Hourly Call Back Rate					
Classification	Previous rate effective 01.01.25 $p.a.	**Rate effective 12.03.26 $ p.a.**	**Rate commencing FFPP on or after 01.01.27 $ p.a.**	**Rate commencing FFPP on or after 01.01.28 $ p.a.**	**Rate commencing FFPP on or after 01.01.29 $ p.a.**
SMO1.1	116	119	122	125	128
SMO1.2	120	123	126	129	132
SMO1.3	124	127	130	133	136
SMO1.4	128	131	134	138	142
SMO1.5	132	135	138	142	146
SMO1.6	139	142	145	149	153
SMO2.1	144	147	150	154	158
SMO2.2	152	156	160	164	168
SMO2.3	158	162	166	170	175

Note: The Specialist Fixed Hourly Call Back Rate is calculated in accordance with the Medical Officers NTPS 2018 – 2021 Enterprise Agreement, rounding down to the nearest whole dollar.

Minimum Payment

48.17 The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be 4 hours at the prescribed overtime rate.

48.18 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.

48.19 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.

48.20 A Medical Officer who performs overtime while in a restriction situation under clause 51 (Restrictive Duty), will be entitled to a minimum overtime payment of 3 hours at the prescribed overtime rate.

48.21 The minimum payment provisions do not apply to clause 52 (Emergency Duty).

Time Off in Lieu – Sunday Duty

48.22 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 clauses 48.14 and 48.15.

Authorised Unrostered Overtime

48.23 A Medical Officer performing additional duty on Saturday, Sunday or a public holiday or outside the employee's ordinary hours will, subject to the approval of the manager authorised to approve such overtime, will be paid for such duty in accordance with the following provisions.

48.24 Whereby overtime that cannot be authorised in advance but has been worked, overtime will be paid where:

(a) the Medical Officer has performed the overtime due to a demonstrated clinical need and that need could not have been met by some other means; and

(b) authorisation of the overtime could not reasonably have been made in advance of the Medical Officer performing work; and

(c) the Medical Officer has claimed for retrospective authorisation of overtime on the first occasion possible after the overtime was worked and not later than the completion of that pay fortnight, unless an exceptional circumstance is demonstrated; and

(d) the Medical Officer has recorded the reason for working overtime and the duties performed in a form capable of the overtime being determined; and

(e) the claim for overtime must be approved by the relevant authorised delegate within the current or next fortnight of the claim being made.

49. Time Off in Lieu of Overtime

49.1 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.

49.2 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 and Medical Officer.

49.3 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.

49.4 The maximum amount of time off in lieu which can be accrued is 40 hours.

49.5 Delayed overtime payments will be calculated in accordance with the Medical Officer's salary as at the time of actual payment.

50. Fatigue Leave

50.1 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 their ordinary work on one day and the beginning of their ordinary work on the next day, such that the employee has not had at least 9 consecutive hours off duty between those times, may be released after completion of such overtime until the employee has had 9 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

50.2 In circumstances where ordinary work on one day is separated by at least 2 consecutive rostered days off (i.e. a weekend) until commencement of the Medical Officer's next scheduled ordinary work day, the rest break provisions in this clause will apply where:

(a) a Medical Officer is required to perform overtime (e.g. recalled to workplace and/or takes phone calls) in the 16 hour period immediately before the employee is due to commence their next scheduled ordinary work day which prevents the employee having at least 9 consecutive hours off duty in the same 16 hour period;

(b) the Medical Officer has worked so much overtime and at such times and frequency as to reasonably cause the Medical Officer to be fatigued under the circumstances;

the Medical Officer may be released from commencing ordinary duty until they have had at least 9 consecutive hours off duty since the end of the last period of overtime worked in the 16 hour period immediately before the employee is due to commence their next scheduled ordinary work day.

50.3 If on the instruction of the CEO the Medical Officer resumes or continues work without having had such 9 consecutive hours off duty referred to in clauses 50.1 and 50.2, the employee will be paid at double time rates until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has had 9 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Payment under this clause will only apply to a Medical Officer who is entitled to receive overtime under clause 48 of this Agreement.

50.4 The provision of clinical advice by telephone will not be considered in granting fatigue leave under clause 50.1 or 50.2 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.

50.5 A claim for fatigue leave, whether for overtime call outs or clinical advice by telephone must be substantiated by the Medical Officer to their 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.

50.6 Where the Department receives a report that a Senior Medical Officer has regularly been required to work overtime to an extent which has deprived the employee of the opportunity of a consecutive 9 hours break between shifts, the circumstances will be investigated and discussed with the Medical Officer or their representative with a view to enabling them to access appropriate fatigue relief on future occasions.

50.7 The 9 consecutive hours referred to in clauses 50.1 and 50.2 includes reasonable travelling time for travelling from or to the Medical Officer's normal place of employment.

51. Restrictive Duty

Restrictive Duty Trial

51.1 The parties agree to work together to develop a trial of alternative Restrictive Duty models. The trial will record restrictive duty working hours against the agreed proposed models, to consider improvements to the operational and clinical requirements of the Department and Medical Officers.

51.2 The agreed trial is to be commence within 12 months from the approval of this Agreement, and should be completed within the following 12 months from the trial commencing.

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

General

51.4 A Medical Officer will be liable to be required, outside their ordinary hours of duty, to hold themselves in readiness to perform extra duty subject to payment for any such requirement under the conditions set out in this clause.

51.5 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 themselves at the required degree of readiness to perform extra duty or does not observe the instructions of the CEO as to restrictions outside their ordinary hours of duty.

51.6 A work unit or individual who believes that the particular form of restrictive duty that they are placed on requires a continual high frequency of returns to the workplace for duty, telephone calls, or length of time being placed on a restrictive duty roster that is not a reasonable expectancy of being placed on that form of restrictive duty, may

request, in writing to the Director of Medical Services a review of the restrictive duty arrangement, noting the following:

(a) Subject to any delays beyond the control of the Department, such as receiving information from the applicant, reviews will be completed within 6 months of receipt of the written request; and.

(b) Any agreed variations resulting from a review may be implemented by a Commissioner's Determination.

51.7 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.

51.8 Subject to the approval of the CEO, a Medical Officer who is placed in any one of the following specified categories of restriction situations outside their 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 they may be required to attend for extra duty sometime before their next normal time of commencing duty and that the employee 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 they may be required to attend for extra duty some time before their next normal time of commencing duty and that the employee 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 the employee is required to be available for telephone contact to provide advice and instruction to Medical Officers and, in exceptional circumstances, to be available for recall to duty within a reasonable time.

(d) Second Roster

A Medical Officer is instructed prior to ceasing duty that the employee 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.

Rate of Payment

51.9 The rates of payment that will be made to a Medical Officer in any one of the respective categories of restriction situations specified in clause 51.8 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 standby, subject to the provisions of this clause.

(b) First Roster

(i) The on-call allowance will be paid at the rate specified in Schedule 1.

(ii) The rate will be adjusted annually in January each year in accordance with the annual September to September Darwin Consumer Price Index (CPI). The Allowance will not reduce if the CPI is negative. The Commissioner will give effect to any subsequent annual adjustment through a Determination.

Note: See clause 48 for overtime rates payable where a Medical Officer is recalled to the workplace to perform duty. The on-call allowance is inclusive of telephone calls.

(c) Clinical Advice by Telephone

(i) The Night or Day/Night rate, whichever is applicable, will be paid as specified in Schedule 1. The rates are inclusive of all telephone calls taken during the period of restrictive duty.

(ii) The allowance is to be adjusted annually in accordance with annual salary increases and rounded to the nearest whole dollar.

Note: See clause 48 for overtime rates payable where a Medical Officer is recalled to the workplace to perform duty.

(d) Second Roster

(i) An annual allowance of 20% of the salary applicable to the salary point SMO1.1 is paid to Specialists to cover the following work-related activities:

A. being rostered in a category of restriction in accordance with clause 51.8(d) and providing advice and instruction in accordance with that clause;

B. when not rostered in a category of restriction in accordance with clause 51.8(d) and providing telephone advice and instruction which may necessitate the Medical Officer's return to duty;

C. work performed when a return to duty occurs; and

D. travel and incidental costs incurred in relation to returns to duty.

(ii) The applicable annual allowance rates are set out in Schedule 1.

51.10 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 (if the circumstances do not permit previous direction) is subsequently approved in writing by the CEO.

(b) Payments will be made under the conditions approved by the Commissioner where not inconsistent with this clause.

(c) For the purposes of Immediate Roster, any part of restriction for which the Medical Officer receives another payment will not be included for calculating

restrictive duty allowance (e.g. overtime, excess travelling time to remote communities).

(d) Payment for Immediate Roster 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 based on the actual hours worked during a total period of restriction;

(iii) the hourly rate of payment will be ascertained by applying the following formula:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{38} \times 21\% \text{ (as prescribed in clause 51.9(a))}$$

(e) 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.

(f) Where a Medical Officer, whilst in any restricted situation specified in clauses 51.9(a) (Immediate Roster), 51.9(b) (First Roster), and 51.9(c) (Clinical Advice by Telephone) is required to attend the workplace to perform duty the payment for such attendance, whether the employee actually performs duty or not, will be subject to the minimum payment provisions contained in clause 48 (Overtime).

52. Emergency Duty

52.1 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 their 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 travelling to and from duty. The minimum payment under this clause will be for 2 hours at double time.

52.2 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.

53. Excess Travel Time for Travelling to Remote Communities

53.1 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 outside their ordinary hours of duty for the rostered day.

53.2 Where time off in lieu cannot be accessed, the appropriate delegated manager will, subject to clauses 53.3 and 53.4, approve payment for the excess time spent in travel at the rate of single time.

53.3 The maximum time that may be claimed in any one day may not exceed 5 hours.

53.4 The appropriate delegated manager will not approve a claim under this clause if:

(a) the time on duty spent in travel is less than 30 minutes in any one day, or less than a total of 2 and a half hours in any pay period; or

(b) the Medical Officer receives overtime or penalty pay or any other similar payment in relation to the time spent travelling.

53.5 A Medical Officer who travels more than regularly in their own time as part of the Outreach Program may apply to the CEO to access the provisions of this clause.

54. Public Holidays

54.1 This clause is subject to the National Employment Standards outlined under section *114 of the FW Act*.

54.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act 1981* (NT).

54.3 A Medical Officer will observe any day proclaimed or gazetted as a public holiday.

54.4 A Medical Officer may be required to work on any public holiday.

54.5 If the CEO requests a Medical Officer to work on a public holiday, the Medical Officer may refuse the request if:

(a) the request is not reasonable; or

(b) the refusal is reasonable.

54.6 In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

(a) the nature of the CEO's workplace or Department (including operational requirements), and the nature of the work performed by the Medical Officer;

(b) the Medical Officer's personal circumstances, including family responsibilities;

(c) whether the Medical Officer could reasonably expect that the CEO might request work on the public holiday;

(d) whether the Medical Officer is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;

(e) the type of employment of the Medical Officer (e.g. whether full-time, part-time, casual or shiftwork);

(f) the amount of notice in advance of the public holiday given by the CEO when making the request;

(g) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Medical Officer when refusing the request;

(h) any other relevant matter.

55. Work Practice Standards

55.1 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 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;

Note: See clause 50 (Fatigue Leave) provisions for rest breaks after working overtime.

(c) rosters and overtime arrangements will conform with safe working practices;

(d) in any 2 week period, a maximum of 60 hours of combined rostered overtime and claimed unrostered overtime;

(e) at least 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.

55.2 Flexibility provisions

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 17 (Individual Flexibility Arrangements) or 18 (Variation to Working Arrangements for Groups of Medical Officers) of this Agreement, as applicable.

55.3 Monitoring

The parties agree that the monitoring of the Work Practice Standards will be carried out at each workplace and propose that the Dispute Settling Procedures in clause 10 be followed to resolve any alleged breach of the Standards.

56. Principles of Rostering

56.1 Rostering is considered a crucial element to ensure an environment that provides high quality and safe patient care as well as ensuring Medical Officers health and wellbeing is monitored through increased visibility of safe working hours.

56.2 Rostering best practice takes into consideration factors such as:

(a) patient needs;

(b) Medical Officers needs;

(c) organisational needs;

(d) workforce and skills required to deliver services;

(e) conformity to relevant legislation; and

(f) workforce availability.

56.3 The following overarching rostering principles are a guide for the development of appropriate and efficient rosters.

(a) Rosters must ensure that there are sufficient and appropriately skilled Medical Officers rostered to work, in order to provide appropriate patient care and to meet anticipated service demands.

(b) Rosters must conform to relevant regulatory frameworks, including anti-discrimination, work health and safety legislation and Department of Health policies such as fatigue management.

(c) Rostering processes should ensure Medical Officers are rostered fairly, while still providing appropriate flexibility to facilitate meeting unit staffing needs.

(d) Rosters must make appropriate provision for adequate Medical Officer supervision, training and clinical handover.

(e) The work unit must have appropriate governance structures in place to oversee roster planning, creation, approval, monitoring and reporting.

(f) Rostering practices should be based on the co-operation between rostering managers and Medical Officers, in order to promote fairness in rostering and to deliver appropriate care to patients.

56.4 The Department of Health must not roster or arrange work hours in a way that causes an excessive or unsafe work pattern to exist.

56.5 The obligation to work safe hours applies to both the Department of Health and Medical Officers.

56.6 This clause is to be read in conjunction with clause 55 (Work Practice Standards).

57. Rosters

57.1 A shiftworker roster pattern should be developed in accordance with fatigue management principles, and in conjunction with relevant Medical Officers, as per clause 11 (Management of Change) if major change is proposed.

57.2 Roster Hours

(a) The ordinary hours of work for full-time and part-time Medical Officer must be worked in accordance with the roster or rosters.

(b) Rosters must include all working hours including theatre preparation, ward rounds and completing discharge summaries and protected teaching time for Doctors in Training and clinical support time as agreed within the work unit.

57.3 Roster Notice

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 makes this not practicable.

57.4 Roster Design – Safe Hours of Work

(a) The provisions of clause 57.4 are to be read in conjunction with clause 55 (Work Practices Standards) and clause 10 (Dispute Settling Procedures).

(b) The Department must not roster or arrange work hours in a way that causes an excessive or unsafe work pattern to exist.

(c) The obligation to work safe hours applies to both the Department and Medical Officers.

57.5 Roster Requests

(a) A Medical Officer may make a specific request concerning an upcoming roster cycle. Such requests must be made in writing to the employee's manager at least one week prior to the date on which the roster must be posted.

(b) On receipt of a request made pursuant to clause 57.5(a), the employee's manager must consult with the Medical Officer to accommodate the request, where possible.

(c) The final roster will be determined by the employee's manager in consideration of all requests received pursuant to clause 57.5(a). The employee's manager must advise the Medical Officers involved of the reasons for its determination where requests have not been satisfied.

57.6 Roster Change

(a) Subject to clause 57.4(a), Medical Officers will be given a regular starting and ceasing time for each day, which should not be changed unless at least 7 days' notice is given or the Medical Officer has genuinely agreed to a lesser period, and no alteration should be made during the currency of the week in which the notice is given.

(b) Notice of change in rostered hours of duty under this clause will not apply where the employee's manager did not have at least 7 days' notice of a Medical Officer's absence, for reasons related to sickness or absence of a Medical Officer or, the change is required due to an unplanned event or service demand that was not reasonably notified to allow for operational requirements. This clause should not be used to circumvent predictable or known events.

57.7 Breaks between shifts

(a) A minimum break time of 8 consecutive hours between shifts, including travel time.

(b) A 9 hour break between the completion of overtime, inclusive of travel time (refer clause 50 – Fatigue Leave).

57.8 Roster changeovers

(a) Except in emergency situations necessitating as much medical care being available to the Department as possible, rosters will be developed to provide Medical Officers with:

(i) a minimum of 48 hours break following a run of consecutive (2 or more) night shifts, before recommencing day shifts; and

(ii) a maximum of 12 consecutive days to be worked in a row, in which case a break of at least 36 hours should follow before the next rostered shift.

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

work units should not support the changeover provisions to their fullest capacity in the interim where able to.

58. Audit – Rostering Practices

58.1 The Department, or if requested by the Federation, may conduct audits into the compliance of rosters and overtime hours being worked. This is to ascertain if hours of work being worked are consistent with the purposes of clause 55 (Work Practice Standards), as well as other clauses in this Agreement that outline working conditions.

58.2 Requests under clause 58.1 should not be unreasonable or vexatious, and should not be unreasonably denied. Requests should detail the scope of audit required (work unit/employee level/causes of concern/sample size). Requests should be made when the Federation have particular concerns over rostering and/or overtime within work units.

58.3 Where work standard practices are not being met, the Department will work to remedy such occurrences taking into account the flexibility provisions within clause 55 (Work Practice Standards).

58.4 It is agreed that onerous working hours for Medical Officers are not compliant with safe working practices and need to be remedied to ensure the health and wellbeing of Medical Officers, and the wider NT population, is safeguarded.

58.5 As agreed by the parties, the application of this clause will not be subject to Fair Work arbitration, however Fair Work conciliation may be used.

58.6 Results of audits completed as per clause 58.1 will be shared with the Federation, where this does not unreasonably breach an employee's privacy. Where there is a reasonable concern over employee privacy, the results of the audit must be shared with the employee involved.

58.7 Results of an audit should be available within a reasonable timeframe. It is not expected that the period from initiation of audit under clause 58.1, to sharing of results under clause 58.7, will exceed 3 months. Delays must be transparently reported to all parties.

59. Reasonable Workload Management

59.1 The parties are committed to ensuring there is a balance between health service delivery needs with equity and work/life balance for Medical Officers.

59.2 An appropriate balance between a Medical Officer's work and personal life:

(a) contributes toward healthy and productive workplaces;

(b) helps build a positive morale in the workplace; and

(c) assists in strengthening an individual's social and family relationships.

59.3 Management, Medical Officers and their representatives play a positive role in ensuring workloads are responsibly managed to ensure there are no adverse effects on Medical Officers or client care.

59.4 The parties recognise there may be unavoidable peak work periods where Medical Officers' workloads increase, however, such situations should not be permitted to occur for long periods without reasonable steps being taken to address.

59.5 Subject to clause 59.4, the Department will:

(a) ensure Medical Officers have sufficient and appropriate resources to undertake their jobs;

(b) ensure the tasks allocated to Medical Officers can reasonably be performed in the hours for which they are employed, including reasonable additional hours;

(c) monitor Medical Officer workloads, work patterns, priorities, staffing levels/classifications, use of work life balance arrangements and any other relevant indicators within the workplace;

(d) implement strategies to ensure workloads remain reasonable;

(e) monitor vacant positions and fill vacancies in a timely manner; and

(f) consult with Medical Officers and their nominated representatives over workload issues.

59.6 Medical Officer/s may request in writing for management to review ongoing and sustained workload issues in the workplace. Where so requested, management will consider the workload factors and issues raised, consider their effect on the workplace, and if necessary, implement strategies to ensure reasonable workloads are maintained.

59.7 Management will acknowledge receipt within 7 days and respond in writing to the Medical Officer/s concerned in a timely manner.

PART 7 – LEAVE AND RELATED MATTERS

60. Personal Leave

60.1 General

A Medical Officer may, subject to notice and evidence requirements, take personal leave if the leave is:

(a) because the Medical Officer is not fit for work because of a personal illness, or personal injury affecting the Medical Officer (sick leave); or

(b) 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:

(i) a personal illness or personal injury of the member (carer's leave); or

(ii) an unexpected emergency affecting the member (carer's leave); or

(c) to attend, or to provide care or support to a member of the Medical Officers immediate family or household to attend, a medical appointment with a registered health practitioner for preventive care, surgical procedure or to discuss health issues.

60.2 Paid personal leave entitlement

(a) An ongoing full-time Medical Officer is entitled to:

(i) 3 weeks paid personal leave on commencement of employment; and

(ii) 3 weeks paid personal leave annually on each anniversary of the Medical Officer's commencement date subject to clause 60.2(h).

(b) A fixed period full-time Medical Officer who is employed on a contract for an initial period of less than 6 months continuous service is entitled to:

(i) 2 days paid personal leave on commencement of employment;

(ii) up to one week of paid personal leave for each period of 2 months service provided that the total leave does not exceed 3 weeks within the first 12 months of service; and

(iii) 3 weeks paid personal leave annually on the anniversary of the Medical Officer's commencement date.

(c) A fixed period full-time Medical Officer who is employed on a contract specifying a minimum period of 6 months, or longer, continuous service is entitled to:

(i) 2 weeks paid personal leave on commencement of employment;

(ii) a further one week paid personal leave, making 3 weeks paid personal leave in total on full pay after a 6 month period provided that the total leave does not exceed 3 weeks within the first 12 months of service; and

(iii) 3 weeks paid personal leave annually on the anniversary of the Medical Officer's commencement date.

(d) Where a Medical Officer is employed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 60.2(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.

(e) A part-time Medical Officer is entitled to paid personal leave on a pro rata basis in accordance with their agreed hours of work.

(f) Casual Medical Officers are not entitled to paid personal leave.

(g) Paid personal leave is cumulative.

(h) A Medical Officer's paid personal leave entitlement will be deferred by any period of:

(i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 60.6;

(ii) unauthorised absence; or

(iii) leave without pay that does not count as service.

(i) A Medical Officer may elect to access personal leave at half pay where the absence is at least one day.

60.3 Unpaid Carer's Leave – Casual Medical Officers

(a) Casual Medical Officers are entitled to 2 days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 60.5 and 60.6.

(b) Unpaid carer's leave may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between the employee and the CEO.

(c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 60.3(a).

60.4 Additional Personal Leave

Where paid personal leave credits are exhausted:

(a) Unpaid carer's leave

(i) A Medical Officer is entitled to access up to 2 days unpaid carer's leave on each occasion that the Medical Officer requires carer's leave.

(ii) Carer's leave may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between the employee and the CEO.

(iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 60.4(a)(i).

(b) The Medical Officer may apply for and the CEO may grant, after considering all the circumstances:

(i) additional personal leave on half pay, which cannot be converted to full pay; or

(ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.

(c) Additional leave utilised under clause 60.4 is subject to the notice and evidence requirements in clauses 60.5 and 60.6.

60.5 Notice Requirements

A Medical Officer must make all reasonable effort to advise their manager as soon as reasonably practicable on any day of absence from their 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 their manager by telephone of such absence at the first opportunity of such absence.

60.6 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 clause 60.6(e), 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 clause 60.1(a) or 60.1(c) a Medical Officer must, as soon as reasonably practicable provide the CEO with the following documentary evidence:

(i) where the Medical Officer is not fit for work, due to a personal illness or personal injury, a medical certificate from a registered health practitioner; or

(ii) where the Medical Officer attends a medical appointment and clause 60.6(b)(i) does not apply, a certificate from a registered health practitioner or from a person who works for a registered health practitioner; or

(iii) if it is not reasonably practicable for the Medical Officer to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside outside an urban area 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 and length of absence.

(iv) or other evidence that demonstrates the leave taken was due to a personal illness or personal injury, or to attend a medical appointment, that is acceptable to the CEO.

(c) Subject to clause 60.6(e) 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 clause 60.1(b) (carer's

leave), a Medical Officer must, as soon as reasonably practicable, provide the CEO with the following documentary evidence:

(i) where the Medical Officer's immediate family or household member requires care or support because of a personal illness or personal injury, a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the Medical Officer's care or support to the extent that they will not be able to attend for duty; or

(ii) where the Medical Officer attends a medical appointment and clause 60.6(c)(i) does not apply, a certificate of attendance from a registered health practitioner or from a person who works for a registered health practitioner, stating the condition of the person concerned and that the condition requires the Medical Officer's care or support to the extent that they will not be able to attend for duty; or

(iii) other evidence acceptable to the CEO that demonstrates the leave taken was due to a personal illness or personal injury of the Medical Officer's immediate family or household member or attend a medical appointment with them, or to attend a medical appointment, and that the condition requires the Medical Officer's care or support to the extent that they will not be able to attend for duty; or

(iv) other evidence acceptable to the CEO stating the unexpected emergency, and that this unexpected emergency required the Medical Officer's care or support; and

(v) a CEO may request further additional evidence about the requirement to provide care or support where the Medical Officer is on personal leave.

(d) For the purposes of clauses 60.6(b)(ii) and 60.6(c)(ii), the period which may be approved by the CEO as personal leave with documentary evidence shall include a reasonable amount of time taken to attend the appointment and the associated travel time in respect to the attendance.

(e) A Medical Officer may access personal leave without providing documentary evidence as follows:

(i) Day workers: up to a maximum of 5 days or the equivalent number of hours of duty per personal leave year, provided that no more than 3 of those days may be consecutive working days or the equivalent number of hours of duty.

(ii) Shiftworkers: up to a maximum of the Medical Officer's weekly ordinary hours or 5 shifts per personal leave year, whichever is greater, provided that no more than 3 of those shifts may be consecutive working days.

Note: Medical Officer's accessing personal leave without documentary evidence must only access it in accordance with clause 60.1.

60.7 Personal Leave Whilst on Other Forms of Leave

(a) Subject to the requirements of clauses 60.5 and 60.6 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.

60.8 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 where:

(i) a Medical Officer is frequently or continuously absent, or expected to be so, due to illness or injury;

(ii) it is considered that a Medical Officer's efficiency may be affected due to illness or injury;

(iii) there is reason to believe that a Medical Officer's state of health may render the Medical Officer a danger to themselves, other employees or the public; or

(iv) under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.

(b) A Medical Officer directed to attend a medical examination in accordance with clause 60.8(a) who is:

(i) absent on approved personal leave covered by documentary evidence, is entitled to continue on personal leave until the findings of the medical examination are known; or

(ii) a Medical Officer other than one to which clause 60.8(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 personal 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 personal leave where the Medical Officer fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

60.9 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.

61. Infectious Diseases Leave

61.1 Where a Medical Officer produces evidence that would satisfy a reasonable person that:

(a) the Medical Officer is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act 1981*; 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) personal leave for any period during which the Medical Officer actually suffers from illness; or

(d) where working from another location during the isolation period is not possible (e.g. working from home), recreation leave in relation to any period during which the Medical Officer does not actually suffer from illness.

61.2 Where the Medical Officer suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*.

62. Recreation Leave

62.1 Definitions

For the purpose of this clause:

(a) **month** means a calendar month;

(b) **shiftworker** means a Medical Officer who works rostered shifts including day shift, evening shift and night shift and for the purpose of the National Employment Standards, is an employee who is rostered to work ordinary shifts on any of the 7 days of the week, and is regularly rostered to perform work on Sundays and public holidays; and

(c) **year** means a calendar year.

62.2 Recreation Leave

(a) A Medical Officer (except for a casual Medical Officer) is entitled to:

(i) 4 weeks paid recreation leave per year;

(ii) an additional 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 clause 62.2(a)(iii); and

(iii) an additional 7 consecutive days including non-working days paid recreation leave per year for a 7 day shiftworker, provided that a shiftworker 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 3 hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 62.2(a)(iii).

62.3 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 their 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 their ordinary hours of work or, agreed hours of work if a part-time Medical Officer.

(e) Recreation leave accumulates from year to year.

62.4 Advanced access to recreation leave

(a) The Director of Medical Services, or equivalent, may approve recreation leave in advance of its accrual to an eligible Medical Officer who has not completed their first year of service.

(b) Eligible Medical Officers include:

(i) Intern;

(ii) Resident Medical Officer;

(iii) Senior Resident Medical Officer;

(iv) Registrar;

(v) Registrar – Medical Administrator;

(vi) Senior Registrar;

(vii) Hospital Medical Officer;

(viii) Senior Hospital Medical Officer;

(ix) Fellow;

(x) Pre-Vocational Rural Generalist Trainee; and

(xi) Vocational Rural Generalist Trainee.

(c) Recreation leave in advance is available to full-time and part-time Medical Officer's and can be up to a:

(i) maximum period of 4 weeks where the Medical Officer's period of employment is for at least 12 months or ongoing; or

(ii) proportional amount equal to one twelfth of 4 weeks for each completed month of the fixed term contract period, where the Medical Officer's period of employment is for less than 12 months.

(d) The period of leave granted to a Medical Officer will be deducted from the Medical Officer's recreation leave entitlement when their recreation leave balance is sufficient to cover the period granted in advance.

(e) Where a Medical Officer ceases employment before accruing enough recreation leave to cover the period of leave granted in advance, the monies paid for the period of recreation leave which is in excess of the Medical Officer's accrued entitlement shall be treated as on overpayment under clause 24 (Integrity of Payments) and deducted from the Medical Officer's final payment.

62.5 Additional recreation leave after completing 5 years and 10 years continuous service

(a) In addition to recreation leave under clause 62.2, from the commencement of this Agreement, a Medical Officer (except for a casual Medical Officer) is entitled to:

(i) accrue one additional week paid recreation leave per year (in accordance with clause 62.3) after completing 5 years of continuous service (i.e. once the Medical Officer commences their sixth year of service) according to the Medical Officers ordinary hours of work; and

(ii) accrue a further one week (2 weeks in total) paid recreation leave per year (in accordance with clause 62.3) after completing 10 years of continuous service (i.e. once the Medical Officer commences their eleventh year of service) according to the Medical Officers ordinary hours of work.

For example:

Completed years of service	Leave entitlement
Year 1	Usual leave (i.e. 6 weeks)
Year 2	Usual leave (i.e. 6 weeks)
Year 3	Usual leave (i.e. 6 weeks)
Year 4	Usual leave (i.e. 6 weeks)
Year 5	Usual leave (i.e. 6 weeks)
Year 6	Usual leave + 1 week (i.e. 7 weeks)
Year 7	Usual leave + 1 week (i.e. 7 weeks)
Year 8	Usual leave + 1 week (i.e. 7 weeks)
Year 9	Usual leave + 1 week (i.e. 7 weeks)
Year 10	Usual leave + 1 week (i.e. 7 weeks)
Year 11	Usual leave + 2 weeks (i.e. 8 weeks)
Year 12	Usual leave + 2 weeks (i.e. 8 weeks)
All future years	Usual leave + 2 weeks (i.e. 8 weeks)

(b) A part-time Medical Officer will accrue additional recreation leave on a pro rata basis in accordance with their agreed hours of work.

For example: A part-time Medical Officer, who has agreed weekly ordinary hours are 16 hours per week, their additional recreation leave entitlement on completing:

- *5 years continuous service will be 16 hours i.e. 1 week*
- *10 years continuous service will be 32 hours i.e. 2 weeks*

(c) To be eligible for the additional recreation leave, the Medical Officer must be stationed in the Northern Territory.

(d) A Medical Officer who on the commencement of this Agreement, was working towards an additional recreation leave entitlement in accordance with clause 59.4 of the *Medical Officers NTPS 2022 – 2025 Enterprise Agreement* shall receive a pro-rata credit for any eligible service worked towards that entitlement.

Note: For example, a Medical Officer who at the commencement date of this Agreement has 6 eligible months of service that was counting towards 12 months service within their current sixth year of service would receive 2.5 days recreation leave credit. Then on the commencement date of this Agreement, automatic accrual of the additional recreation leave commences.

(e) To encourage Medical Officers to return to the Department after a period of interrupted employment, the CEO may recognise a Medical Officer's prior continuous service with the Department of Health for the purpose of accessing additional recreation leave provided within clause 62.5, where the Medical Officer recommencing employment with the Department as a consequence of interrupted employment with a:

(i) recognised humanitarian medical program, as approved by the CEO, or

(ii) medical practice outside of the Department, as determined by the Commissioner for Public Employment (refer Determination 9 of 2005 – Recognised Employers of Long Service Leave)

the maximum period of interrupted employment to be recognised is 24 months;

(iii) recognised vocational training program that leads to a Fellowship, as recognised by the CEO, the maximum period of interrupted employment to be recognised is 48 months.

Note: The Medical Officer must have at least 5 or 10 years continuous service with the Department of Health before accessing the provisions under clause 62.5.

(f) To be eligible to access the provisions contained in clause 62.5(e), the Medical Officer must complete a minimum of one year's continuous service after recommencing employment with the Department. Where the Medical Officer returns to the Department within the period of absence in accordance with 62.5(e), and the Medical Officer:

(i) had commenced employment with the new recognised employer(s) within 2 months of leaving the Department; and

(ii) had continuous service (i.e. unbroken) with the recognised employer(s); and

(iii) returned within 2 months of the Medical Officer ceasing employment with the recognised employer,

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

The following examples do not cover all situations but are a guide to the application and should be read in conjunction with clause 62.5. In addition, the criteria of absence from the Department of Health (DoH) after working for a recognised employer or in a recognised humanitarian medical program is a maximum of 24 months. The period of maximum absence extends to 48 months if the Medical Officer has participated in a recognised vocational training program that leads to a Fellowship. The Medical Officer must return to DoH within 2 months of ending their employment with the recognised employer and complete 12 months continuous service with DoH to be eligible for the additional week or weeks recreation leave as contained in clause 62.5. The period of service with another employer is not counted as contributing towards the 5 or 10 years of service for the purposes of the accrual of the additional recreation leave. Examples below are created on the assumption of having worked for a recognised employer as determined by the Commissioner for Public Employment.

Example 1

The Medical Officer has had 3 years of continuous service with DoH. The Medical Officer leaves the DoH to work with a recognised employer (interstate Department of Health). The Medical Officer returns to DoH after 24 months service with the recognised employer and as this is a period of interrupted employment the maximum period of absence to be recognised is (24 months). The Medical Officer will still need to complete 2 years continuous service with the DoH to meet the eligibility requirements. This is because the provision for the additional recreation leave to be recognised is after 5 years' continuous service with DoH.

Example 2

The Medical Officer has had 6 years of continuous service with DoH and leaves to work in another jurisdiction. The Medical Officer returns to the DoH after 1 year's absence. The Medical Officer will need to complete 12 months continuous service on recommencement with DoH to be eligible for the additional recreation leave.

Example 3

The Medical Officer has had 6 years of continuous service with DoH and leaves to work in another jurisdiction. The Medical Officer returns to the DoH after 3 years absence. As the Medical Officer does not meet the criteria of returning within 24 months, the Medical Officer will need to complete 5 years of continuous service to be eligible for the additional recreation leave.

Example 4

The Medical Officer has had 2 years continuous service with DoH. The Medical Officer leaves DoH to participate in a recognised vocational training program that leads to a Fellowship. The Medical Officer returns to DoH after 3.5 years of absence. The Medical Officer needs to complete a further 3 years continuous service with DoH, totalling 5 years of service, to be eligible for the additional recreation leave.

Example 5

The Medical Officer has had worked for 8 years in another jurisdiction. The Medical Officer commences work with DoH and will need to complete 5 years continuous service with the DoH to be eligible for the additional weeks leave.

62.6 Granting of Leave

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

(b) An application for recreation leave will not be unreasonably refused.

62.7 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 their full rate of pay that the employee would have been paid had the public holiday fallen on a day that the employee was not on recreation leave; and

(b) the period of the public holiday is not deducted from the Medical Officer's recreation leave entitlement.

62.8 Excess Leave

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

62.9 Cash-out of Leave

A Medical Officer may apply, in writing, to the CEO to cash-out an amount of their available recreation leave, including additional recreation leave (refer clause 62.5), provided that:

(a) the Medical Officer's remaining accrued entitlement to paid recreation leave is not less than 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 5 days to be cashed-out on any occasion.

62.10 Personal leave and Compassionate leave

(a) A Medical Officer may access the following leave during a period of recreation leave:

(i) Personal leave, provided the leave is supported by documentary evidence as set out in clause 60.6 (Personal Leave); and/or

(ii) Compassionate leave, provided that leave is supported by the notice and evidence requirements as set out in clause 65.7 (Compassionate Leave).

(b) The CEO may grant personal leave and/or compassionate leave, as applicable, and authorise the equivalent period of recreation leave to be re-credited.

(c) Where recreation leave has been previously approved on half pay:

(i) any personal leave granted in lieu shall be at half pay;

(ii) any compassionate leave granted in lieu shall be at full pay;

and the recreation leave previously taken at half pay will be re-credited.

Note: For example, an employee who accesses 3 days compassionate leave will have 1.5 days of recreation leave recredited.

62.11 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 CEO 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.

63. Christmas Closedown

63.1 The CEO will consult with relevant Medical Officers where the Department, or part of the Department, will close down for a nominated period and where the closedown will occur provided that:

(a) at least 3 months notice in writing is given to Medical Officers prior to the closedown period; and

(b) the nominated period covers the Christmas and New Year period.

63.2 Closedown 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 closedown period. This may occur subject to the CEO:

(a) consulting with Medical Officers regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or

(b) if no volunteers are forthcoming, directing Medical Officers with at least 2 months notice to cover the closedown period.

63.3 Medical Officers affected by the closedown period must use either recreation leave or time off in lieu to cover the closedown period.

63.4 New Medical Officers, who will not be able to accrue enough leave credits to cover the closedown period, may be offered by the CEO to work additional hours to enable sufficient time off in lieu to be accrued to cover the closedown period.

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

64. Recreation Leave Loading

64.1 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 clause 64.1(b) the amount of the loading will be the lesser of:

(i) 17.5% 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 May quarter of the previous year.

(b) In the case of a shiftworker who would have been entitled to shift penalties in excess of the maximum payment referred to in clause 64.1(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.

64.2 Payment of recreation leave loading

(a) With the exception of shiftworkers, 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 clause 64.2(b) will be the salary payable had the Medical Officer been employed on 1 January of that year.

64.3 Automatic cash-out

(a) Where a Medical Officer has 2 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 2 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 3 or more accrued recreation leave loadings as at 1 January will have 2 recreation leave loadings automatically paid on the common cash-up date of that year;

(iv) recreation leave loading will be paid in the order of accrual; and

(v) recreation leave loading 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 loading will not apply to shiftworkers.

65. Compassionate Leave

65.1 A Medical Officer may take up to 5 days of compassionate leave for each occasion when:

(a) a member of the employee's immediate family or household:

(i) contracts or develops a personal illness that poses a serious threat to their life; or

(ii) sustains a personal injury that poses a serious threat to their life; or

(iii) dies.

(b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.

65.2 A Medical Officer may take up to 3 days of compassionate leave on each occasion of the death of a member of the employee's extended family.

65.3 A Medical Officer may take up to 3 days of compassionate leave if they or their partner experiences a miscarriage.

65.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.

65.5 Compassionate leave may be taken as a block, in broken periods of at least one day, or as agreed between the Medical Officer and the CEO.

65.6 The CEO may approve an additional period of unpaid compassionate leave on request.

65.7 Notice and evidence Requirements

(a) A Medical Officer must provide the CEO with notice of the taking of compassionate leave 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.

(b) Subject to clause 65.7(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.

(c) In relation to leave under clause 65.3 (miscarriage), the Medical Officer must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

65.8 Compassionate leave whist on recreation leave

(a) Subject to the requirements of clause 65.7 and the recreation leave provisions, a Medical Officer may access paid compassionate leave during periods of recreation leave.

(b) Where recreation leave has previously been approved at half pay, any compassionate leave granted will be at full pay and the recreation leave previously taken at half pay will be re-credited.

Note: For example, an employee who accesses 3 days compassionate leave will have 1.5 days of recreation leave recredited.

66. Cultural and Ceremonial Leave

66.1 An employee is entitled to 5 days unpaid cultural and ceremonial leave per year, to undertake cultural and ceremonial obligations for the community or group to which the employee belongs to.

66.2 An employee must advise the CEO as soon as reasonably practicable of the period or expected period of leave.

66.3 The CEO may require an employee to provide documentary evidence, where appropriate, in support of the leave application.

66.4 The CEO may approve an additional period of unpaid cultural and ceremonial leave on request.

66.5 An employee may elect to use their recreation leave or long service leave to undertake their cultural or ceremonial obligations.

66.6 Unpaid cultural and ceremonial leave does not count for service for any purpose.

67. NAIDOC Week Leave

67.1 Employees may utilise time off in lieu of overtime (TOIL) or other flexible working arrangements to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g. NAIDOC March).

67.2 An employee must seek prior approval from their manager to utilise TOIL or other flexible working arrangements. Such requests should be supported, subject to an agency's operational requirements.

67.3 An employee who does not have access to TOIL or other flexible working arrangements may be granted paid leave. Subject to operational requirements, the CEO may approve up to 3 hours per year of paid leave to facilitate the employee's attendance at NAIDOC week activities.

68. Kinship Obligation Leave

68.1 An Australian First Nation's employee may take up to 5 days paid kinship obligation leave each year for the purposes of attending Sorry Business or related purposes. Sorry Business refers to cultural practices and protocols undertaken after someone's passing.

68.2 For the purposes of this clause, 'kinship' means:

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

68.3 The leave is in addition to any other leave available to the employee under this Agreement and may be taken in broken periods and at half pay.

68.4 Where an employee utilises an amount of kinship obligation leave at half pay:

(a) Leave entitlements will accrue as if the employee had utilised the amount of kinship obligation leave at full pay.

For example, if an employee utilises 2 days of kinship obligation leave over a period of 4 days at half pay, all leave entitlements will accrue over the first 2 days of leave, as if the employee was on kinship obligation leave with full pay, and no leave entitlements will accrue over the final 2 days of kinship obligation leave on half pay.

(b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.

68.5 The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.

68.6 Notice Requirements

(a) An employee must provide the CEO with notice of the taking of leave 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.

(b) The CEO may require an employee to produce evidence that would satisfy a reasonable person of the need for kinship obligation leave.

69. Domestic, Family and Sexual Violence Leave

69.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic or family violence, or sexual violence. Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program. Additional support may be available to these employees through the Department.

69.2 Leave with pay is available to an employee who is experiencing domestic or family violence, or sexual violence and who requires time off for reasons including, but not limited to:

(a) seeking safe accommodation;

(b) attending court hearings and police appointments;

(c) accessing legal advice;

(d) organising alternative care or education arrangements for the employee's children; or

(e) other related purposes approved by the CEO.

69.3 Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.

69.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.

69.5 Reasonable adjustments will be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to NTG email addresses).

70. Parental Leave

This clause sets out all entitlements in relation to parental leave and applies in conjunction with the NES.

70.1 Application

Full-time, part-time and eligible casual employees are entitled to parental leave if the leave is associated with:

(a) the birth of a child of the employee or the employee's spouse (including the birth of a child by way of a surrogacy arrangement);

(b) the placement of a child with the employee for adoption; or

(c) the placement of a child with the employee under a long term or permanent care order; and

the employee has or will have responsibility for the care of the child.

70.2 Definitions

For the purpose of this clause:

(a) **child** means:

(i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee, the employee's spouse or the employee's legal surrogate; or

(ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with the employee; or

(iii) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who will be placed with the employee under a long term or permanent care order.

(b) **continuous service** means the employee's continuous period of employment with the employer and, where relevant, any continuous period of employment within an agency for the purposes of the *Financial Management Act 1995* that immediately preceded NTPS employment (i.e. no break in service between employment). An employee's service will be continuous despite any periods of authorised paid leave, or periods of authorised unpaid leave that are expressly stated as counting for the purposes of service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.

Where an employee is employed under 2 or more separate contracts of employment at the same time, as permitted under section 38A of the PSEM Act, and the employee requires parental leave under each contract, continuous service will be determined with respect to the total period of service with the employer.

(c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:

(i) the day on which the employee first takes parental responsibility for the child; or

(ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.

(d) **eligible casual employment** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:

(i) at least 12 months; or

(ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:

A. the employer terminated the previous engagement;

B. the employee was re-employed within 3 months after termination of the previous engagement; and

C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.

(e) **medical certificate** means a certificate signed by a medical practitioner.

(f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.

(g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 199*5 and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 70.11.

(h) **primary caregiver** means the person who is the primary carer of a child at and immediately following the time of birth or day of placement of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.

70.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 70.9)	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 35 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
	**Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental*			

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
	leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The table in clause 70.9 is used to calculate the amount of pro rata leave.			
Partner leave (clause 70.10)	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
Pre-natal leave (clause 70.4)	All employees (excludes casuals)	8 hours		8 hours
Leave for pregnancy-related illness (clause 70.5)	All employees	*(No paid leave under parental leave. Employee can elect to use accrued paid personal leave entitlements)*	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
No safe job leave (clauses 70.7(f) and 70.7(g))	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 70.7(a))	For the entire risk period (as defined in clause 70.7(a))
	Where an employee is entitled to primary caregiver parental leave	For the entire risk period (as defined in clause 70.7(a))		For the entire risk period (as defined in clause 70.7(a))
Pre-adoption leave/ permanent care order application (clause 70.8)	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
Special maternity leave (miscarriage) (clause 70.12(b))	All employees	Compassionate leave is available *(Accrued paid personal leave may be available)*	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
Special maternity leave (stillbirth) (clause 70.12(c))	All employees	As for primary caregiver parental leave compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

70.4 Pre-natal leave

(a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling 8 hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to 8 hours unpaid leave per pregnancy.

(b) An employee must comply with the notice and evidence requirements set out in clause 70.13 to access pre-natal leave.

70.5 Leave for pregnancy-related illness

(a) A pregnant employee who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.

(b) An employee is entitled to take such period of leave as a medical practitioner certifies as necessary.

(c) The period of leave taken because the employee has a pregnancy related illness will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.

(d) An employee may elect to use their accrued paid personal leave entitlements instead of taking unpaid leave.

(e) Leave for a pregnancy related illness must end before the employee starts primary caregiver parental leave.

70.6 Pregnancy - Third Trimester

(a) A Medical Officer may request to opt out of night shifts during the third trimester of their pregnancy, which will be considered favourably subject to operational requirements.

(b) Where approved any alternate shifts will be paid at the appropriate rates within the Agreement.

70.7 Transfer to an appropriate safe job

(a) This clause applies where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work for a stated period (the **risk period**).

(b) The CEO will (if there is an appropriate safe job available and if reasonably practicable) transfer the employee to an appropriate safe job during the risk period.

(c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.

(d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.

(e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

(f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:

(i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;

(ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and

(iii) the employee has complied with the notice and evidence requirements set out in clause 70.13 for taking primary caregiver parental leave.

(g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:

(i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;

(ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e. a pregnant casual employee who does not meet the definition of eligible casual employee); and

(iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.

(h) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

70.8 Pre-adoption or permanent care order application leave

(a) An employee seeking to adopt a child is entitled to take 2 days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:

(i) in order to obtain approval for the employee's adoption of a child; or

(ii) when making an application for a permanent care order.

(b) Leave may be taken as a block of 2 days or any separate periods as agreed between the employee and the CEO.

(c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.

(d) An employee must comply with the notice and evidence requirements set out in clause 70.13 to access pre-adoption leave.

70.9 Primary caregiver parental leave

(a) Primary caregiver parental leave is available to full-time, part-time and eligible casual employees who will be the primary caregiver of the child.

(b) Entitlement to primary caregiver parental leave

(i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.

(ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.

(iii) Subject to clause 70.9(b)(v), an employee with at least 39 weeks continuous service, but less than 4 years and 35 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:

A. Paid leave according to the following formula, up to a maximum of 14 weeks:

Number of weeks continuous service - 38 = Number of weeks paid parental leave (up to a maximum of 14 weeks)

B. Unpaid leave for the remaining balance of the following total leave periods:

1) 52 weeks for employees with less than 12 months continuous service; or

2) 3 years for employees with 12 months continuous service or more.

Note: Employees with 12 months continuous service will be entitled to 14 weeks paid and 142 weeks unpaid primary caregiver parental leave.

Examples:

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

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

(iv) Subject to clause 70.9(b)(vi) an employee with at least 4 years and 35 weeks continuous service at the time of commencing parental leave is entitled to up to 3 years primary caregiver parental leave, comprising of [A] and [B] below:

A. Paid parental leave according to the following formula, up to a maximum of 18 weeks:

Continuous service at commencement of Parental leave:	Total number of weeks paid parental leave:
4 years 35 weeks	15
4 years 36 weeks	16
4 years 37 weeks	17
4 years and 38 or more weeks	18

Any part of a week is rounded up to constitute a full week.

B. Unpaid parental leave for the remaining balance of the total leave period up to 3 years.

Note: All employees with 5 years continuous service will be entitled to 18 weeks paid and 138 weeks unpaid primary caregiver parental leave.

Examples:

Employee with 4 years and 35 weeks continuous service at the commencement of parental leave receives 15 weeks paid leave and 141 weeks unpaid leave (156-15=141).

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

(v) Unless clause 70.9(b)(vii) applies, employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 70.9(b)(iii), provided they will achieve 12 months continuous service during the first 14 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with clause 24 (Integrity of Payments).

(vi) Employees with at least 4 years and 35 weeks but less than 5 years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 70.9(b)(iv), provided they will achieve 5 years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 5 years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with clause 24 (Integrity of Payments).

Note: Parental leave cannot be granted beyond a date which, but for the grant of leave, would have been the employee's cessation date or end of fixed period employment contract to accommodate achieving service requirements for paid parental leave entitlements.

(vii) Paid leave for employees who have had interrupted employment in certain circumstances

An employee who has worked in the Department, excluding casual employees, and leaves to work with a medical practice outside the Department and returns to the Department within 4 years from the cessation with the Department having undertaken:

A. mandatory training requirements in relation to their vocational training program leading to a Fellowship of a specialist medical college (e.g. Registrar), is outside the NTPS (e.g. intrastate or interstate); or

B. employment at a medical practice outside the Department with a recognised employer as determined by the Commissioner for Public Employment (refer Determination 9 of 2005 – Recognised Employers for Long Service Leave)

will be eligible for 14 weeks paid primary caregiver parental leave on completing the 12 months qualifying period (taking into account the period of employment performed before ceasing and recommencing with the Department).

C. The provisions of clause 70.9(b)(vii) only applies where the break in service does not exceed 2 months:

1) from ceasing with the Department and commences with the medical practice;

2) on ceasing with the medical practice and recommences with the Department; or

3) on ceasing with the medical practice and commences employment with another medical practice.

D. The break in service under clause 70.9(b)(vii) will not be counted as service for the purpose of calculating the 12 months qualifying period for primary caregiver parental leave.

E. The CEO will require an employee to produce documentary evidence of the mandatory training requirements necessitating training being undertaken outside of the NTPS, or employment with a medical practice outside the Department.

F. Paid leave under this clause may be taken at half pay and does not extend the employee's period of parental leave under clause 70.9(b)(ii) (i.e. employee is entitled to 52 weeks parental leave comprising 14 weeks paid leave and 38 weeks unpaid leave).

Note: An employee who is not eligible for paid Primary Caregiver Leave in the certain circumstances under clause 70.9(b)(vii) may be eligible for Partner Leave in clause 70.10(a)(iv).

(viii) For the avoidance of doubt, only one parent of an NTPS employee couple is entitled to receive primary caregiver parental leave in respect to the birth, adoption or long term or permanent care placement of their child.

(c) Commencement of primary caregiver parental leave

Primary caregiver parental leave will commence in accordance with the following table:

Type of parental leave	Commencement of primary carer parental leave
Associated with the birth of a child	Any time within 6 weeks immediately prior to the expected birth of the child as nominated by the pregnant employee but no later than the date of birth of the child.

Type of parental leave	Commencement of primary carer parental leave
Associated with the adoption of a child, or the placement of a child under a permanent or long term care order	Any time within the 2 weeks immediately before the placement but no later than the day of the placement.
All other cases	The date of birth or the placement.

(d) Exemptions to primary caregiver parental leave

(i) An employee is not entitled to primary caregiver parental leave in circumstances where:

A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 70.2(h); or

B. the employee has taken (or is eligible for) partner leave entitlements under clause 70.10 in relation to the child.

Note: It is not intended for an employee to access primary caregiver leave where they are providing spousal support in circumstances where their spouse, the birth giver, had a caesarean section. There will be exceptions, for example, where the birth giver suffers a post-natal medically certified condition that prevents them from caring for their new born child, but not where they voluntarily choose not to.

(ii) For the avoidance of doubt, only one parent can receive primary caregiver parental leave in respect to the birth or placement of the child.

70.10 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. *(Note: 'primary caregiver is defined in clause 70.2(h)).*

(a) Entitlement to partner leave

(i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.

(ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to 3 years partner leave, comprising of:

A. 1 week paid partner leave; and

B. 155 weeks unpaid partner leave.

(iii) An employee who has completed at least 5 years continuous service at the time of commencing partner leave is entitled to up to 3 years partner leave, comprising of:

A. 2 weeks paid partner leave; and

B. 154 weeks unpaid partner leave.

(iv) An employee, excluding a casual employee, who:

A. is eligible for partner leave in clause 70.10(a)(i) i.e. up to 52 weeks unpaid leave); and

B. who meets the requirements as specified in clause 70.9(b)(vii)A to 70.9(b)(vii)E (i.e. the employee leaves the Department to undertake mandatory training requirements, or undertaken employment at a medical practice, and then recommences employment with the Department

will receive the paid partner leave entitlements (up to 14 weeks) in accordance with clauses 70.10(c)(i) and 70.10(c)(ii)A.

(b) Taking partner leave

(i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).

(ii) Partner leave must not extend beyond the following periods:

A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.

B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: 3 years from the date of birth or placement of the child.

(iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to 8 weeks of their total partner leave entitlement in clause 70.10(a) in separate periods, but each block of partner leave must not be less than 2 weeks, unless the CEO agrees otherwise.

(iv) An employee must comply with the notice and evidence requirements set out in clause 70.13 in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 70.10(b)(iii) or the combined parental leave provisions in clause 70.11.

(c) Paid partner leave – change in carer responsibilities within certain time period

(i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under clause 70.11) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:

A. the employee's spouse is the primary caregiver at and immediately following the birth or placement of the child;

B. the employee's spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least

5 years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);

C. as a consequence of the employee's spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child's physical needs more than anyone else; and

D. the employee has complied with the notice and evidence requirements set out in clause 70.13.

(ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from employee's spouse and:

A. for employees with at least 12 months but less than 5 years continuous service: 14 weeks from the birth or placement of the child; or

B. for employees with at least 5 years continuous service: 18 weeks from the birth or placement of the child.

70.11 Combined parental leave

(a) An NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:

(i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to 3 years parental leave;

(ii) each employee is eligible for paid parental leave; and

(iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.

(b) Combined parental leave is subject to the following requirements:

(i) compliance with the notice and evidence requirements for taking parental leave set out in clause 70.13;

(ii) a maximum of 2 interchanges of employees sharing combined parental leave; and

(iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.

(c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.

70.12 Special maternity leave

(a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.

(b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy

(i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.

(ii) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.

(iii) An employee may also be eligible for paid compassionate leave in accordance with clause 65.

(c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act

(i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (clause 70.9) as if the child had been born alive.

(ii) An employee may also access compassionate leave in accordance with clause 65 (Compassionate Leave).

70.13 Notice and evidence requirements

(a) An employee must give the CEO the required notice and evidence in accordance with the below table in order to access parental leave.

(b) An employee who fails to give the required notice in respect to parental leave will not be in breach of this clause if the failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date, or in other compelling circumstances. In these circumstance the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	**Types of notice required**	**What must be included in the notice**
Primary caregiver parental leave (clause 70.9) and partner leave (clause 70.10)			
Intention to take primary caregiver leave or partner leave	10 weeks prior to commencement date of leave	**Written notice** and **evidence** that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that the employee intends to take leave and the proposed start and end dates.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Prior to commencement of the primary caregiver leave or partner leave	4 weeks prior to commencement date of leave	**Written notice** and **evidence** that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO) And a **statutory declaration**	**Written notice:** confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and if the leave is birth related leave: the date of birth, or expected date of birth of the child; or if the leave is adoption/permanent care order related leave: the day of placement, or the expected placement, of the child. **Statutory declaration:** if the request is for primary caregiver leave: a statement that the employee will become the primary caregiver at all times while on leave; or if the request is for partner leave: a statement that the employee will have responsibility for the care of the child at all times while on leave
Pregnancy related illness (clause 70.5)			
All circumstances	As soon as reasonably practicable (which may be a time after the leave has started)	**Written notice** and a **medical certificate**	**Written notice:** the proposed start and end date of the leave **Medical certificate:** stating the employee is unfit for work for the stated period because of a pregnancy-related illness.
Special maternity leave (clause 70.12)			

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Miscarriage or Stillbirth	As soon as reasonably practicable (which may be a time after the leave has started)	**Written notice** and a **medical certificate**	**Written notice:** the proposed start and end date of the special maternity leave **Medical certificate:** stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.
Pre-adoption or permanent care order application leave (clause 70.8)			
All circumstances	As soon as practicable (which may be a time after the leave has started)	**Written notice,** and at the request of the CEO **satisfactory evidence** supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
Pre-natal leave (clause 70.4)			
Per occasion	As soon as reasonably practicable	**Written notice,** and at the request of the CEO **satisfactory evidence** supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

70.14 Keeping in touch days

(a) During a period of parental leave, the CEO and employee may agree to the employee performing work for the purpose of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.

(b) The CEO and employee can agree that the employee attend the workplace on up to 10 separate days for the purpose of keeping in touch.

(c) An employee will be paid their ordinary rate of pay for the days (or part-days) work is performed. If the employee is on paid parental leave at the time, the employee's paid parental leave will be re-credited in respect to the days (or part-days) when work is performed.

(d) The CEO may approve an amount of keeping in touch days in excess of 10 days.

70.15 Other employment while on parental leave

(a) Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the employee's parental leave.

(b) Where the CEO agrees, an employee on paid primary caregiver parental leave may return to duty where their child is hospitalised at birth, or following birth, to recommence parental leave at a later date when their child is no longer in hospital. In these circumstances, paid primary caregiver parental leave is deferred until the employee recommences their parental leave.

(c) Any NTPS employment engaged in by an employee in accordance with this clause will not prevent the employee from re-commencing parental leave, nor will it extend the maximum period of parental leave (paid and unpaid entitlements) the employee is entitled to under this clause.

(d) An employee may only engage in outside employment while on unpaid parental leave in accordance with the PSEM Act.

70.16 Extending parental leave

(a) Where the initial period of parental leave is less than 12 months

(i) An employee who is on an initial period of parental leave of less than 12 months under clause 70.9 or clause 70.10, is entitled to extend their period of parental leave up to the full 12 month period, provided that:

A. The employee notifies the CEO in writing at least 4 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.

(ii) An employee that has made a request to extend their parental leave in accordance with clause 70.16(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:

A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or

B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed 3 years after the date of birth or day of placement of a child.

(b) Where the initial period of parental leave is more than 12 months

(i) An employee who is on an initial period of parental leave of more than 12 months under clause 70.9 or clause 70.10 and is eligible for up to 3 years parental leave, is entitled to request that their period of parental leave be extended, provided that:

A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and

B. the new end date of parental leave is not beyond 3 years after the date of birth or day of placement of the child.

(ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 70.16(b)(i).

(iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 70.19 below.

(c) For the avoidance of doubt, an employee who has taken 3 years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

70.17 Superannuation contributions during parental leave

(a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.

(b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave (stillbirth) entitlements, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.

(c) Eligibility

(i) An employee must have at least 12 months continuous service at the time of commencing parental leave, or meets the requirements of clause 70.9(b)(vii).

(ii) This clause only applies in relation to the following forms of parental leave:

A. Primary Caregiver Parental Leave, as per clause 70.9.

B. Special Maternity Leave (stillbirth), as per clause 70.12(c).

C. Clause 70.17(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 70.17(b) does not apply to Partner Leave, including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 70.10(c).

(iii) This clause does not apply to casual employees.

(d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 70.17(b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

For example, if an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under clause 70.17(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.

(e) This clause applies subject to superannuation scheme rules.

70.18 Return to work after a period of parental leave

(a) Returning to work within the first 6 weeks of birth

(i) An employee who is the birth giver and elects to return work within the first 6 weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.

(b) Returning to work early

(i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:

A. 4 weeks before the employee's preferred date of return where the employee is on parental leave for a period up to 52 weeks; or

B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.

(ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 70.19 below.

(c) Cancelling leave or returning to work – stillbirth or death of a child

If a child is stillborn, or dies during the 24 month period starting on the child's date of birth, then an employee who is entitled to parental leave in relation to the child may:

(i) before the period of leave starts, give the CEO written notice cancelling the leave; or

(ii) if the period of leave has started, give the CEO at least 4 weeks written notice that the employee wishes to return to work on a specified day.

(d) Returning to work at the conclusion of parental leave

Prior to the expiration of parental leave, an employee intending to return to work must notify the CEO in writing of their intention to return to work at least:

(i) 4 weeks before the expiration of parental leave where the employee has been on parental leave for a period of up to 52 weeks; or

(ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.

(e) Returning to work on reduced hours

(i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to 6 months in order to care for their child.

(ii) Where an employee makes an election under clause 70.18(e)(i), notification must be given as soon as possible but no less than 8 weeks prior to the date that the employee is due to return to work from parental leave.

(iii) Part-time Employment will be facilitated in accordance with clause 43 (Part-time Employment).

(iv) The CEO must facilitate an election made by an employee under this clause.

(v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than 6 months.

(f) Returning to pre-parental leave position

(i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.

(ii) In circumstances where the employee has elected to return to work on reduced hours for up to 6 months in accordance with clause 70.18(e)(i) and the election cannot be accommodated as per clause 70.18(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.

(iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 70.7, the employee's pre-parental leave position will be the position the employee held prior to the appropriate safe job transfer.

(iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

70.19 CEO review of certain employee requests

(a) This clause applies to an employee's request to:

(i) extend parental leave (clause 70.16);

(ii) return to work early (clause 70.18(b)); or

(iii) reduce their ordinary hours of work for a period greater than 6 months (clause 70.18(e)(v)).

(b) The CEO will consider an employee's request and respond in writing within 21 days.

(c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 4(y).

(d) An employee request and the CEO's response must be recorded in writing.

70.20 General conditions

(a) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.

(b) The total period of parental leave an employee is entitled to is inclusive of weekends, public holidays, programmed days off and rostered days off.

(c) During a period of parental leave an employee may require parental leave for the birth, adoption or long term care placement of a subsequent child. An employee may elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

(d) Where a Medical Officer's access to paid parental leave entitlement is restricted under a term of this Agreement, the CEO may, after consideration of the circumstances, request the Commissioner to issue a Determination for the Medical Officer to be provided access to paid parental leave on a case by case basis.

(e) Parental leave at half pay

(i) An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

(ii) Where an employee utilises half pay parental leave, leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay.

For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 70.20(i)(ii).

(iii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.

(f) Access to other leave entitlements while on parental leave

(i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.

(ii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:

A. break the continuity of the period of parental leave; or

B. extend the maximum period of parental leave an employee is entitled to.

(g) Consultation and communication during parental leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the CEO will take reasonable steps to:

A. make information available to the employee; and

B. provide the employee an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.

(ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with clause 70.18(e).

(h) Replacement employees

(i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.

(ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:

A. temporary nature of the employment;

B. return to work rights of the employee who is being replaced; and

C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

(i) Effect of parental leave on service

(i) A period of parental leave does not break an employee's continuity of service.

(ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 70.20(e), service will only count for a period equal to taking the paid leave at full pay.

(iii) A period of unpaid parental leave will not count as service.

71. Workplace Support for Breastfeeding Employees

71.1 The Department of Health recognises that Medical Officers who want to breastfeed their children are more likely to return to a workplace that provides a supportive breastfeeding environment.

71.2 Medical Officers needing to leave the workplace to support their breastfeeding needs may use the flexible working arrangement provisions under this Agreement.

71.3 In addition to flexible work arrangement provisions, the Department will ensure there are suitable facilities in the workplace for the purpose of expressing milk, or any activity necessary for breastfeeding and expressing in the workplace.

72. Foster and Kinship Carers Leave

72.1 Foster and Kinship Carers leave is available to an employee for the purpose of:

(a) providing temporary care to a child of up to 18 years of age who is in authorised care (Carer Placement Leave); and

(b) undertaking mandatory training and assessments associated with being a foster carer or a kinship carer (Carer Assessment and Training Leave).

72.2 Carer Placement Leave

(a) An employee may access Carer Placement Leave where the employee is:

(i) an authorised foster carer or kinship carer with the Department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*; and

(ii) entering into a care arrangement for a child who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.

(b) Carer Placement Leave is available on commencing the placement of a child/ children into the employee's care for the first time, to help carers and children settle. It does not apply where there is an entitlement to parental leave.

(c) Carer Placement Leave entitlements include up to 10 days of paid leave and up to 10 days of unpaid leave per calendar year. Leave can be taken in single days or multiple days.

72.3 Carer Assessment and Training Leave

(a) An employee may access up to 5 days paid Carer Assessment and Training Leave per calendar year.

(b) The employee must be an authorised foster carer or kinship carer, or undertaking assessment and training to become an authorised foster carer or kinship carer, with the Department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.

72.4 Notice and evidence requirements

(a) An employee must provide the CEO with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.

(b) Carer Assessment and Training Leave should be taken at a time that is agreed with the CEO.

(c) An employee must provide the CEO with documentation from the Department responsible for children in authorised care, supporting their eligibility for leave.

72.5 Authorised foster carers and kinship carers may also be eligible for other types of leave to support a child in their care. These leave arrangements are detailed in other provisions within this Agreement and include:

(a) personal leave – refer to clause 60;

(b) compassionate leave – refer to clause 65;

(c) permanent care order application leave – refer to clause 70.8; and

(d) parental leave, including primary caregiver parental leave and partner leave – refer to clause 70.

73. Gender Affirmation Leave

73.1 Gender affirmation leave is available to support employees who wish to transition their gender. Paid leave may be taken for:

(a) psychological support;

(b) hormone replacement therapy and other types of medical intervention;

(c) appointments to alter the employee's legal status or amend the employee's gender on legal documentation; and

(d) other similar appointments or procedures to give effect to the employee's transition approved by the CEO.

73.2 Eligibility

In order to access gender affirmation leave, an employee must have:

(a) completed at least 12 months continuous service on an ongoing or fixed period basis; and

(b) commenced transitioning their gender.

73.3 Entitlement to Paid and Unpaid Gender Affirmation Leave

(a) Employees who are transitioning their gender are entitled to 4 weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.

(b) Gender affirmation leave may be taken in a continuous period, single or part days over a 3 year period.

(c) Employees may request additional paid gender affirmation leave, which may be granted on a discretionary and case by case basis in exceptional circumstances.

(d) Employees may also access other forms of paid or unpaid leave such as personal leave, recreation leave and long service leave, where the employee meets the relevant eligibility criteria for that leave type.

(e) Any period of unpaid gender affirmation leave will not break an employee's continuity of service but does not count for service.

73.4 Notice and evidence requirements

(a) Applications for leave will be dealt with confidentially and sensitively.

(b) An employee must provide at least 2 weeks' notice of the need to take leave under this clause and the expected duration of leave. A shorter notice period may be agreed with the CEO.

(c) An employee may be required to provide suitable supporting documentation for any leave granted under this clause. Evidence to support an application will only be sighted once and no copies will be made or recorded.

74. Sabbatical Leave – Senior and Rural Medical Officers

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

(a) Staff Specialist;

(b) Senior Staff Specialist;

(c) Rural Medical Practitioner;

(d) Senior Rural Medical Practitioner;

(e) Rural Generalist;

(f) Senior Rural Generalist; and

(g) Rural Medical Administrator.

74.2 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.

74.3 Subject to the requirements of this clause, sabbatical leave with pay may be granted to a Medical Officer who has completed 5 years or more continuous service in one or more of the classifications specified under clause 74.1.

74.4 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.

74.5 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.

74.6 Successful applicants for sabbatical leave will be granted paid leave from the Department for the duration of the approved leave.

74.7 Subject to clauses 74.10, 74.11, 74.12 and 74.13 on the completion of each 5 years of continuous service, a Medical Officer will be 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. A Medical Officer may be granted a period of

leave for a shorter period than 13 weeks, including single days, at the discretion of the authorised delegate. Sabbatical leave is not available to be utilised at half pay.

74.8 For avoidance of doubt, where a Medical Officer is employed under 2 or more separate contracts of employment at the same time, the accrual of sabbatical leave will accrue under each contract separately.

74.9 A casual Medical Officer is not eligible for sabbatical leave.

74.10 Where a Medical Officer is employed on a part-time basis, an accrual of sabbatical leave will be made in accordance with clause 74.7 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.

74.11 The maximum sabbatical leave credit that a Medical Officer may accrue is 26 weeks.

74.12 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.

74.13 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.

74.14 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 clauses 74.4 and 74.5.

74.15 The decision of the independent arbitrator in this matter will be final and mutually binding on both parties.

74.16 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.

74.17 Approved recreation leave and long service leave may be taken in conjunction with sabbatical leave. However, personal leave will not be able to be accessed whilst on sabbatical leave unless exceptional circumstances apply and approved by the Director of Medical Services, or equivalent.

74.18 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.

74.19 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

74.20 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.

75. Long Service Leave

75.1 Interpretation

(a) For the purposes of this clause "month" means:

(i) when calculating or using a whole month, a calendar month; or

(ii) when calculating or using a fraction of a month, 30 calendar days.

(b) "recognised employer" means an employer who is determined by the Commissioner to be a recognised employer.

(c) "qualifying service" means the period of actual service with the NTPS and/or a recognised employer.

(d) "service" means duty performed including approved periods of paid leave and periods of unpaid leave which have been specified as counting as service for all purposes.

75.2 Entitlement

(a) An employee, including a casual employee, is entitled to paid long service leave:

(i) of 3 calendar months after completing 10 years of continuous service; and

(ii) for service after 10 years an additional 9 calendar days on completion of each subsequent year of continuous service.

75.3 Maximum credit

(a) Subject to clause 75.3(c), an employee is required to use a long service leave entitlement within 3 years of:

(i) the 10 year entitlement accruing; then

(ii) the 20 year entitlement accruing;

provided that the CEO and the employee may agree to temporarily defer the leave to meet special circumstances which will include, but not be limited to, agency and/or personal needs.

(b) An employee who has not obtained approval from the CEO to delay the utilisation of their long service leave beyond the 3 year limit specified in clause 75.3(a) will:

(i) be directed by the CEO to utilise the 10 year long service leave entitlement from a date which suits the needs of the agency; or

(ii) have the 10 year long service leave entitlement cashed out from the date determined in clause 75.3(b)(i).

(c) Nothing in this section will require an employee:

(i) to use their entitlement where the employee was aged 45 years, or over at 7 March 1999 and was employed in the NTPS and remained in that employment; or

(ii) to use their entitlement where, on 7 March 1996, the employee has accrued 20 years of service; or

(iii) to use their accrued entitlement for the twenty-first and subsequent years of service.

75.4 Effect of leave in entitlement

(a) The following types of leave without pay do not count as service for long service leave purposes:

(i) personal leave not covered by medical evidence;

(ii) full-time union duties with an employee organisation representing NTPS employees;

(iii) any other forms of leave specified in the Agreement as not counting as service;

but do not break continuity of service, unless the Commissioner determines otherwise.

(b) Effect of workers compensation

(i) An absence covered by workers' compensation will not break continuity of service but will not count as service for the purpose of accrual; and

(ii) an employee cannot take long service leave during a period of worker's compensation.

75.5 Full and part-time service

(a) Employees with a combination of separate periods of:

(i) service rendered in a full-time capacity; and

(ii) service rendered in less than a full-time capacity;

will have their long service leave entitlement recorded separately for each period of service, but will be entitled to utilise long service leave after completing 10 years of combined service.

(b) Any service in a less than full-time capacity which is concurrent with service in a full-time capacity will be excluded.

75.6 Granting of long service leave

(a) The CEO may, upon application and subject to agency requirements, grant an employee long service leave on either:

(i) full pay, to the extent of available entitlements at the time of commencing leave; or

(ii) half pay, provided that the leave will not exceed twice the entitlement available pursuant to clause 75.6(a)(i) provided that the leave taken is in multiples of 3 calendar days and a minimum of 7 calendar days both of full-time equivalent; or

(iii) full pay, providing at least half the entitlement applied for is to be utilised as leave, with the balance of the amount applied for to be paid out in lieu.

(b) Long service leave will be granted in months and tenths of a month provided that an employee will not be granted a period of leave of less than 7 calendar days.

(c) An employee will not in separate applications apply for periods of long service leave that are separated by a Saturday, Sunday or public holiday.

75.7 Payment during leave

(a) An employee who is on long service leave is entitled to be paid the ordinary salary payable in relation to their designation and in this context “salary” includes (where eligible):

(i) qualifications allowances;

(ii) allowances expressed as all purpose allowances under the relevant Award or Enterprise Agreement;

(iii) higher duties allowance in so far as the allowance would have been paid but for the employee's absence;

(iv) Northern Territory Allowance where the employee, or a recognised dependent of the employee, remains in the Northern Territory; and

(v) any other allowance determined by the Commissioner to form salary for the purposes of long service leave; but

(vi) “salary” will not include shift penalties or allowances paid in lieu of shift penalties as part of salary.

(b) Payment of long service leave for an employee who has a long service leave entitlement based on:

(i) only full-time service, will be at the employee’s current rate of salary for their designation;

(ii) only less than the full-time service, with:

A. consistent hours of work per week will be the employee’s current rate of salary for their designation, reduced to an hourly rate, multiplied by the fixed hours of work per week;

B. varying hours of work per week will be at the employee’s current rate of salary for their designation, reduced to an hourly rate, multiplied by the average hours of work per week. The average weekly hours will be calculated over the period of service; or

(iii) a combination of clause 75.7(b)(i) full-time credits, and clause 75.7(b)(ii) less than full-time credits, will be paid in accordance with the credit being used and the methods of payment prescribed in clause 75.7(b)(i) and/or clause 75.7(b)(ii).

75.8 No additional days

(a) Weekends, public holidays, programmed days off and rostered days off are a part of long service leave and do not extend the period of leave.

75.9 Illness during leave

(a) Where an employee becomes ill or is injured during a period of long service leave and the illness or injury is supported by medical evidence:

(i) the CEO may grant personal (sick) leave in accordance with clause 60 (Personal Leave) and authorise the equivalent period of long service leave to be re-credited; and

(ii) where long service leave had previously been approved on half pay, any personal (sick) leave granted in lieu shall also be at half pay based on the employee's ordinary hours of duty

Note: Payment of a long service leave entitlement under clause 75.7(b) at a different rate to the employee's contracted or agreed hours of duty does not change the employee's 'ordinary hours of duty' (i.e. full-time or part-time) referred to in clause 75.9(a)(ii).

75.10 Prior service

(a) The CEO may recognise an employee's prior service with a recognised employer, as determined by the Commissioner, for long service leave purposes, after 2 years' service with the NTPS.

(b) An employee may apply to the CEO for their service with a recognised employer(s) to be counted as service for the purpose of this clause provided that:

(i) where the break in service between the recognised employer(s) does not exceed 2 months:

A. the period of the break does not break the continuity of employment, but it does not count as service; and

B. after 10 years qualifying service within any continuous period of employment, the employee entitled to paid long service leave of 3 calendar months; or

(ii) where the break in service between the recognised employer(s) exceeds 2 months, but does not exceed 12 months:

A. the period of the break does not break the continuity of employment, but does not count as service; and

B. after 10 years qualifying service within any continuous period of employment, the employee is entitled to paid long service

leave of 9 calendar days for each completed year of current service with the NTPS only.

(iii) breaks in service between recognised employers of greater than 12 months will break continuity of employment for all purposes.

(c) The Commissioner may, in special circumstances, treat prior service under clause 75.10(b)(ii) as if it were prior service under clause 75.10(b)(i).

(d) Subject to clauses 75.10(b), 75.10(b)(iii) and 75.10(c):

(i) prior service with recognised employer(s) will be credited at the rate of 9 calendar days for each year of service, less any long service leave utilised or payment made in lieu, unless payments from a recognised employer exceed NTPS calculations, in which case the excess will be disregarded; or

(ii) where prior service with the NTPS or its predecessor employers accrued at the rate of 12 calendar days per month, the period of prior service will be credited at the rate of 12 calendar days per month for each year of continuous prior service only.

(e) An application under clause 75.10(b) in relation to prior service with a recognised employer will be made in writing to the CEO and will be accompanied by a statement signed by or on behalf of the recognised employer setting out:

(i) the date of commencement of the prior service and date of cessation of employment;

(ii) the nature of the prior service (e.g. full-time, part-time or casual);

(iii) the hours for each period of employment;

(iv) the period of service in relation to which long service leave has been taken or for which a lump sum payment in lieu has been paid, including gratuity payments based on length of service; and

(v) details of periods which did not count as service.

(f) An application under clause 75.10(b) in relation to prior service with an employer other than a recognised employer will be made in writing to the CEO and will be accompanied by a statement setting out:

(i) the proper name of the employer;

(ii) reference to the authority (either an Act or Regulation) under which the employer is or was constituted;

(iii) the designation, classification or description of the position held by the applicant;

(iv) the applicant's date of commencement and cessation of duty;

(v) the nature of the employment (e.g. full-time, part-time or casual);

(vi) the hours of work for each period of employment;

(vii) the period of service (if any) for which long service leave has been taken by the employee or in relation to which a lump sum payment has been made to the employee including gratuity payments based on length of service; and

(viii) details of periods which did not count as service.

75.11 Unrecorded prior service

(a) Where an application is made under this clause in relation to a period with respect to which records are not available, the application will be supported by:

(i) a statement signed by the applicant; and

(ii) 2 statements signed by each of 2 other persons who were associated with the applicant during the relevant period or periods,

setting out as precisely as possible details of the applicant's employment in relation to the period or periods in question and in particular:

(iii) individual periods of service (month to month);

(iv) the nature and location of service (and if more than one each one);

(v) the person who supervised the employee;

(vi) the association between the employee and the persons who provide the statements referred to in clause 75.11(a)(ii);

(vii) the period of service (if any) for which long service leave has been taken by the employee or in relation to which a lump sum payment has been made to the employee including gratuity payments based on length of service;

(viii) details of periods which did not count as service; and

(ix) any other relevant information.

(b) Normally the requirements specified in clause 75.11(a) are minimum requirements but where an applicant cannot satisfy the requirements set out in that clause, any other evidence such as taxation payment summaries or other independent documentary evidence may be submitted to assist in consideration of the application.

(c) Where specific dates are not provided, unrecorded prior service will be calculated from the fifteenth day of a month and/or to the fifteenth day of a month.

(d) Where the claim substantially conforms to the requirements of clause 75.11(a) or where a claim does not conform to the requirements of clauses 75.11(a) or 75.11(b), the claim will be determined by the CEO. Otherwise the application will be forwarded to the Commissioner together with the accompanying documents for consideration by the Commissioner.

75.12 Payment in lieu of prior service

Where the employee has received a lump sum payment in lieu of long service leave in relation to prior service the employee will not be permitted to pay the amount so received or any portion of the amount to the Territory for the purposes of obtaining an entitlement to long service leave from the Territory.

75.13 Entitlement restricted to one employer

Where an employee has prior service with more than one recognised employer at the same time, the employee may aggregate the time served so long as the time claimed for the purposes of service for long service leave does not exceed the total weekly hours normally applicable in relation to work of the kind in question.

75.14 Payment in lieu

(a) The CEO shall authorise payment in lieu of an accrued entitlement to an employee who has at least 10 years' service and is ceasing their employment.

(b) An employee will be eligible for payment in lieu on cessation of employment, after one year of service:

(i) when retired under the provisions of section 48 of the Act;

(ii) when ceasing on or after attaining 55 years of age;

(iii) on redundancy; or

(iv) on death.

(c) Where an employee dies or, after consideration of all the circumstances the CEO has directed that an employee will be presumed to have died on a particular date, the CEO may authorise payment in lieu of long service leave, calculated in accordance with clause 75.14(c):

(i) to the employee's legal personal representative; or

(ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

(d) Salary for calculation of any payment in lieu will not include:

(i) shift penalties or allowances in lieu;

(ii) Northern Territory allowance; and

(iii) any allowance paid as a compensatory allowance.

(e) The following formula will be used to calculate payment in lieu:

$$([A \times 0.3] \text{ minus } B) \times \frac{C}{12}$$

where

A = completed years and months of service expressed as a fraction

B = any leave granted and/or previous payments made in lieu

C = annual salary

(f) The following formula will be used to convert weekly wages to annual salary:

$$\text{weekly wage} \times \frac{313}{6}$$

75.15 Payment on resignation or completion of contract – less than 10 years' service

Note: this provision does not apply on termination of employment due to discipline, inability (other than medical) or unsatisfactory performance.

(a) The CEO shall authorise a special entitlement to payment in lieu of long service leave to an employee on resignation or completion of contract of employment, as follows:

(i) 22.5 calendar days after 7 completed years of service;

(ii) 45 calendar days after 8 completed years of service; or

(iii) 67.5 calendar days after 9 completed years of service.

Payment under this clause will be calculated using the following formula:

$$\frac{\text{calendar days}}{30} \times \frac{\text{annual salary}}{12}$$

75.16 Interrupted employment

(a) To encourage Medical Officers to return to the Department the CEO may recognise a period of prior service, after a period of interrupted employment as a consequence of engagement with a:

(i) recognised humanitarian medical program, as approved by the CEO; or

(ii) medical practice outside of the Department, as determined by the Commissioner for Public Employment (refer Determination 9 of 2005 – Recognised Employers for Long Service Leave)

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

(iii) recognised vocational training program that leads to an Australian Fellowship, as recognised by the CEO, the maximum period of interrupted employment to be recognised is 48 months.

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

75.18 Where the Medical Officer returns to the Department within the period of absence in accordance with clause 75.16(a), and they;

(a) had commenced employment with the new recognised employer(s) within 2 months of leaving the Department; and

(b) had continuous service (i.e. unbroken) with the recognised employer(s); and

(c) returned within 2 months of the Medical Officer ceasing employment with the recognised employer,

the period of the Medical Officer's service with the recognised employer may count as service for the purpose of long service leave, less any period of leave used or paid out by the previous employer(s).

75.19 Recognition of service under this clause will be subject to approval by the CEO.

76. Blood and Plasma Donor Leave

The CEO may grant leave with pay to an employee to allow the employee to donate blood or plasma.

77. Health Screening Leave

77.1 An employee may access up to one hours of paid leave per year, for the purposes of undertaking a health screening test associated with a public health screening program.

77.2 A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.

77.3 Notice and evidence requirements

(a) The employee is required to provide reasonable notice of the need to take leave and the expected duration of leave.

(b) The employee must provide documentary evidence of their attendance at the screening test that would satisfy a reasonable person.

78. Supporting Living Organ Donor Leave

78.1 Organ Donor Leave may be granted to employees who participate in the Australian Government's Supporting Living Organ Donors Program (the Program).

78.2 The program is managed by the Department of Health, Disability and Ageing, and provides payment to an employer to support staff members who intend to donate either a kidney or a partial liver.

78.3 The CEO may approve a re-credit of a period of leave taken for the purposes of the Program.

78.4 For the purposes of clause 78.3, the recredit shall be equivalent to the value of any eligible payment received by the agency from the Program.

78.5 The Commissioner may consider and approve alternate recredit provisions (e.g. equivalent up to full recredit of the period of leave taken), on a case-by-case basis where supported by the CEO.

79. Leave to Engage in Voluntary Emergency Management Activities

79.1 The CEO may grant leave with pay to an employee:

(a) who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training) or to participate in an emergency operation (including for prevention, preparation, response of recovery purposes) conducted by:

(i) Northern Territory Emergency Service within the meaning of the *Emergency Management Act 2013*;

(ii) Bushfires NT/ Bushfires brigade/ the Bushfires Council or a Regional Committee within the meaning of the *Bushfires Management Act 2016*; or

(iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service within the meaning of the *Fire and Emergency Management Act 2016*.

(b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.

79.2 Leave granted with pay may include reasonable rest time immediately following the activity.

79.3 Notice and evidence requirements

(a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the absence has started) and must advise of the period, or expected period, of the absence.

(b) The CEO may require an employee to provide evidence that would satisfy a reasonable person that the leave taken, or to be taken, is for one of the reasons set out in this clause.

80. Defence Service Leave

80.1 The CEO may grant an employee Defence Service Leave to enable the employee to fulfil their Australian Defence Force Reserve and Continuous Full Time Service obligations (Defence Service).

80.2 Defence Service Leave entitlements include:

(a) up to 4 weeks' paid leave during each financial year for the purpose of undertaking Defence Service, including training and operational duty;

(b) an additional 2 weeks' paid leave during the employee's first year of Defence Service, to facilitate the employee's participation in additional training, including induction requirements.

80.3 An employee who requires additional leave to undertake Defence Service may also utilise recreation leave, long service leave and leave without pay.

80.4 Notice and evidence requirements

An employee is required to:

(a) notify the CEO at soon as practicable of the requirement to be absent to undertake Defence Service, including the intended dates of the Defence Service;

(b) provide sufficient evidence of the requirement to undertake Defence Service;

(c) provide sufficient evidence of the completion of Defence Service.

80.5 Paid Defence Service Leave will count as service for all purposes. Leave without pay utilised to undertake Defence Service will count as service for long service leave purposes only.

80.6 No liability for injury during defence service leave

Where an employee has a claim for compensation for injury or illness as a result of leave granted under this this clause, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.

81. War Service Leave

81.1 Eligibility

The provisions of this clause apply to an employee who has undertaken:

(a) service within operational areas as defined in Schedule 2 of the *Veteran's Entitlements Act 1986* (Cth) as amended from time to time;

(b) service with the Defence Force that is of a kind determined in writing by the Defence Minister to be warlike service, including peace-keeping or hazardous operational service, for the purposes of the *Military Rehabilitation and Compensation Act 2004* (Cth) as amended from time to time; and

(c) who suffers from an illness or condition recognised by the Department of Veteran Affairs as war caused.

81.2 The leave available under this clause will be in addition to the employee's personal leave entitlement and any repatriation benefits provided by the Department of Veterans Affairs.

81.3 Documentary requirements

(a) An employee must produce a statement from the Department of Veteran Affairs giving details of what conditions have been accepted as being war caused, caused by peace-keeping or hazardous operational service. These conditions are to be noted on the employee's personal leave record.

(b) Applications for war service leave must be accompanied by a medical certificate stating the period of leave applied for is attributed to the employee's Defence Service (as permitted under this clause) caused condition or illness.

81.4 Accrual of leave

(a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:

(i) an initial (and once only) non-accumulative credit of 9 weeks at full pay; and

(ii) an accumulative credit of 3 weeks at full pay.

(b) After each period of 12 months service a further accumulative credit of 3 weeks at full pay, subject to a maximum balance of 9 weeks cumulative accrual at any time.

(c) An employee's accumulative war service leave entitlement will be deferred by any period of:

(i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 60.6;

(ii) unauthorised absence; or

(iii) leave without pay that does not count as service.

(d) Leave is available to use for any illness or condition attributed to war service, as per clause 81.3. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further 9 weeks or more than 3 weeks accumulation per 12 months of service.

81.5 Granting of leave

(a) War service leave granted under this clause shall be deducted from the non-accumulative credit in the first instance and when this credit is exhausted, from the accumulative credit.

(b) Where an employee has exhausted their war service leave entitlement, they can apply to the CEO to access their accrued personal leave entitlements in accordance with clause 60 (Personal Leave).

81.6 Recognition of prior service

(a) For the purposes of this clause, all periods of service with the Northern Territory Public Sector, Australian Public Service or another Territory or State Public Service/Sector, where war service sick leave entitlements are provided, are to be considered as continuous service regardless of the length of any break in service.

(b) Any accumulative or non-accumulative credit available at the end of one period of service must be carried forward to any subsequent period of service.

82. Leave to Attend Industrial Proceedings

82.1 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.

82.2 Leave to attend industrial proceedings counts as service for all purposes.

83. Leave to Attend Arbitration Business

83.1 The CEO may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions.

(a) Leave will not be granted to more than 2 employees who are representatives of an organisation at the one time in respect of any one such proceeding.

(b) Leave to conduct a case will be with full pay.

(c) Leave for preparation of a case will be without pay and will not exceed 3 months in any 12 months.

83.2 Paid leave granted under this clause will count as service for all purposes.

83.3 Unpaid leave granted under this clause will not count as service but does not break continuity for long service leave purposes.

84. Office Bearer and Representative Leave

84.1 This clause relates to Medical Officers who are:

(a) National Office bearers for Medical Colleges and their constituent Faculties (formally recognised by the Australian Medical Council);

(b) Office bearers for Medical Boards;

(c) Office bearers or workplace representatives for Medical Officer industrial organisations; or

(d) representatives of the Department; and

who are required by the relevant Office or the Department to attend meetings and other related activities during normal work time. Attendance at the meeting/activity must be of benefit to the Department. Reasonable time may be provided for preparation or analysis of documents etc required by the representative where approved by their manager.

84.2 The CEO may grant leave with pay on each occasion leave is required and for a period approved by the CEO.

84.3 Leave granted under this clause is in addition to other leave that may be available to a Medical Officer under this Agreement and will count as service for all purposes.

85. Release for Jury Service

85.1 An employee required to attend for jury service (including attendance for jury selection) under a law of the Commonwealth, a State or a Territory is entitled to be absent from their employment for the period of the jury service, including:

(a) the time when the employee engages in jury service;

(b) reasonable travelling time associated with jury service; and

(c) reasonable rest time immediately following jury service.

85.2 Notice and evidence requirements

(a) An employee required to attend for jury service must provide the CEO with notice of the absence as soon as practicable (which may be a time after the absence has started). The notice must advise the CEO of the period, or expected period, of the absence.

(b) The CEO may require the employee to provide evidence that would satisfy a reasonable person that the absence is because the employee has been, or will be, engaging in jury service.

85.3 Jury service during paid leave

If the period during which an employee takes paid leave includes a period of absence on jury service, the employee is taken not to be on paid leave for the period of that absence.

85.4 Payments during jury service

(a) The CEO will release the employee on jury service without deduction from pay or leave credits.

(b) Payments for jury service (e.g. jury service fees) will be in accordance with the *Juries Act 1962.*

Note: In accordance with regulation 8 of the Juries Regulations 1983, where the CEO releases an employee for jury service without deductions from pay or leave credits, that employee is taken to have received payment.

86. Release to Attend as a Witness

86.1 Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the CEO will release the employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend.

86.2 Where an employee is subpoenaed to give evidence in relation to their duties or former duties in the Northern Territory Public Sector, the CEO will release the employee from duty and may grant such release without deduction from pay or accrued leave entitlements during the period necessary to attend.

86.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 86.1 and 86.2, the employee will be granted:

(a) leave without pay; or

(b) recreation leave;

and any fees or allowances received as a result of the attendance may be retained by the employee.

87. Special Leave Without Pay

87.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.

87.2 Special leave without pay is not available for the purpose of engaging in employment outside the NTPS, except where approval has been given under section 61 of the PSEM Act.

87.3 Special leave without pay will not count as service for any purpose.

87.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of leave without pay.

88. Flexible Work – General Principles and Requirements

88.1 The Commissioner is committed to providing Medical Officers with flexibility to assist in balancing work and life commitments. There are benefits for the employees, the Department and customers when employees are able to work more flexibility.

88.2 In all cases and at all times, an employee's flexible work arrangement must work for them, their team/work colleagues and the business needs. Flexible work arrangements

include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

88.3 Under this Agreement, employees have a range of options for when and how they work and are encouraged to discuss with their manager their flexibility needs.

88.4 The objective is to provide employees with the level of flexibility that works for them and allows them to meet their flexible lifestyle needs and achieve their aspirations, provided that business (includes team and customer) needs continue to be met.

88.5 Flexible work may be facilitated through the following initiatives contained in this Agreement. Requests for flexible working arrangements are to be considered on a case-by-case basis and will be considered favourably subject to clauses 88.7 and 88.8. Refer to the relevant provisions for eligibility and approval requirements.

(a) Clause 88.6 – Working from home or another location

(b) Schedule 2.2 – Recreation leave at half pay – doubles the period of recreation leave when leave is taken at half pay.

(c) Schedule 2.3 – Flexible Lifestyle (Purchased) Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year

(d) Clause 43 – Part-time employment – converting from full-time to part-time employment for a specified period or a permanent change

(e) Clause 87 – Special leave without pay

(f) Clause 70.18(e) – Returning to work on reduced hours after parental leave

88.6 Subject to approval, employees may work from home or another location to facilitate flexible work. Each application will be considered on its merits on a case-by-case basis with no pre-determined position on the frequency with which employees must work from home or the office. The parties are committed to supporting a sector wide working from home policy with standard and clear guidelines.

88.7 In considering an employee's, request to work flexibly the CEO will take into account a range of things, including the employee's personal circumstances and the Department's business (includes team and customer) needs.

88.8 Unless provided otherwise in the relevant clause, requests for flexible working arrangement can only be refused on reasonable business grounds as defined in clause 4(y).

88.9 An employee's request to work flexibly must be in writing setting out the details of the change sought and the reasons for the request.

88.10 Subject to clause 88.11, the CEO (or their delegate) must give the employee a written response to the request within 21 days stating whether the CEO (or their delegate) grants or refuses the request.

88.11 Where the CEO's delegate proposes to refuse an employee's request to work from home, the employee's request will be referred to the CEO for assessment. Only the CEO is permitted to refuse employees' requests to work from home.

88.12 While there are many options about how an employee works in this Agreement, sometimes they will not fit an employee's exact circumstances, and the employee and

CEO will need to agree to vary the Agreement. In which such circumstances, the Individual Flexibility Arrangements (clause 17) clause applies.

89. Interrupted Employment

89.1 To encourage Medical Officers to return to the Department after a period of interrputed employment, the following provisions within this Agreement allow for the recognition of a Medical Officer's prior employment, for the following leave arrangments:

(a) Recreation leave – clause 62.5(e) and 62.5(f);

(b) Parental leave – clause 70.9(b)(vii) and 70.10(a)(iv);

(c) Long service leave – clause 75.16

(d) Professional development leave – clause 36.23

89.2 The recognition of the prior employment is subject to the respective terms in each of these clauses.

90. Support and Wellbeing – Employee Assistance Program

90.1 The purpose of the Employee Assistance Program is to help employees and managers deal with issues that may impact on them at work.

90.2 Employees and their families may access up to 3 sessions of professional and confidential counselling services for each issue, which may be conducted remotely.

90.3 Further sessions may be granted by the CEO.

90.4 Employees accessing approved Employee Assistance Providers for the purposes of this clause will be granted reasonable travel time and attendance time without deduction from any leave entitlements.

91. Rotation Between Hospitals

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

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

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

92. Emergency Leave

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

PART 8 – OTHER CONDITIONS OF EMPLOYMENT

93. Protected Teaching Time – Doctors in Training

93.1 The provision of learning opportunities should be seen as core business and incorporated into the rosters for Doctors in Training.

93.2 Medical operational units with allocation of protected teaching time will be determined by the Director and allocate a minimum of 2 hours per week for Doctors in Training. Alternatively, an individual Doctor in Training has the right to request, as part of their Work Partnership Plan, an allocation of protected teaching time to meet their medical college educational activities and commitments.

93.3 Directors, Head of Departments or Director of Medical Services will provide bi-annual reports to the Regional Director or equivalent on the usage of protected teaching time within their area of responsibility.

93.4 Protected teaching time is to be factored into rosters, ensuring uninterrupted access.

93.5 To facilitate their attendance at the teaching sessions, Doctors in Training will need to be free from clinical responsibilities during this time and not required to answer pagers or take calls unless extenuating circumstances arise and they are directed otherwise by their Consultant or equivalent supervisor.

93.6 If a Doctor in Training is regularly not attending teaching sessions, their Director, Head of Department or Director of Medical Services will be expected to provide an explanation as to why this is not occurring and facilitate their further attendance.

93.7 Teaching activities will be undertaken at the place of work unless approved otherwise by the relevant manager.

94. Clinical Support Time

94.1 The Department of Health acknowledges medical education, training and research are part of its core business.

94.2 Clinical support time is protected time during ordinary hours for duties that are not directly related to individual patient care. Clinical support duties encompass most aspects of the teaching, research, clinical governance, maintain and/or approving professional skills relative to the Medical Officer and other work-related activities undertaken by Medical Officers.

94.3 Clinical support time applies to the following Medical Officer classifications:

(a) Staff Specialist;

(b) Senior Staff Specialist;

(c) Rural Medical Practitioner;

(d) Senior Rural Medical Practitioner;

(e) Rural Generalist;

(f) Senior Rural Generalist; and

(g) Rural Medical Administrator.

94.4 It is important that clinical support time addresses Departmental needs and be determined in consultation with the respective Unit Head.

94.5 Medical operational units with allocation of clinical support time duties will be determined by the Unit Head with a minimum allocation of 25% clinical support time for their unit, shared between eligible Medical Officers.

94.6 It is the expectation that all the above Medical Officers will have access to clinical support time. Where this is not possible per fortnight, Medical Officers are to be consulted and the clinical support time will be made available at an appropriate time.

94.7 An individual Medical Officer has the right to request, as part of their Work Partnership Plan, an allocation of clinical support time to meet their objectives under clause 94.2.

94.8 Allocation of clinical support time should be incorporated through roster design, ensuring uninterrupted access.

94.9 Clinical support activities will be undertaken at the place of work unless approved otherwise by the relevant manager.

94.10 A Medical Officer working less than 50% FTE will only be eligible to access clinical support time if agreed to by the Director. This will be subject at a determined rate by the Director.

94.11 While the amount of clinical support time will continue to be determined by these factors, the operation of this clause is intended to improve access to clinical support time for individual employees.

94.12 Directors will provide bi-annual reports on the usage of clinical support time within their area of responsibility.

94.13 The parties acknowledge that clinical support time is not intended to be used as a fatigue mitigation strategy.

Note: In order to provide work units adequate time to prepare for clinical support time hours, it is agreed that during the first 12 months after commencement of this Agreement that work units will be given time to prepare for implementation of this clause. This time will be used to set in place structures to meet the requirements of this clause but does not mean that work units should not be able to provide clinical support time to their fullest capacity in the interim where able.

95. Professional Standards and Behaviours

95.1 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 5 inter-related foci: patient care; working with others; managing resources; professional development; and non-direct clinical contact for Senior Medical Officers.

95.2 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 clause 95.2(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.

95.3 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 will ensure they have participated in the Department's training in human resource and financial management program.

95.4 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.

95.5 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.

95.6 Non-direct Clinical Contact Senior Medical Officers

(a) The parties acknowledge that medical education, training and research are part of the core business of a multi-disciplinary medical service and that an important component of this is the non-direct clinical contact time undertaken by Senior Medical Officers.

(b) 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 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.

(c) Senior Medical Officers and the Department will work together to develop guidelines that will support a Senior Medical Officer to perform non-direct clinical duties as referenced in clause 95.6(b). The guidelines may refer to recommended non-direct clinical contact allotted times that are consistent with industry practice.

96. Safe and Healthy Work Environment

96.1 The employer is committed to improving the work health and safety of all employees.

96.2 The parties are committed to supporting sector-wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required.

96.3 The parties are committed to achieving and maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying.

96.4 The CEO will take all reasonably practicable steps to:

(a) foster a culture of respect in the workplace;

(b) prevent and address psychosocial risks in the workplace;

(c) ensure employees are treated appropriately and not subject to inappropriate workplace behaviour and bullying;

(d) support the establishment of committees and / or workgroups including Health and Safety Representatives (HSRs) in accordance with Employment Instruction 11 (Occupational Health and Safety Standards Program); and

(e) provide Medical Officers with short paid rest breaks when subject to extreme heat.

97. Equity and Inclusion in the Workplace

97.1 The parties are committed to supporting and accommodating a diverse and inclusive workplace which values the skills, identities, talents and capabilities of all people, including those with disabilities, from culturally and linguistically diverse backgrounds.

97.2 The Employer supports the delivery of sector wide diversity strategies that actively promote workplace inclusion practices, including growing and investing in Aboriginal workforce, providing workplace adjustments to accommodate disabilities, managing the ageing workforce, and other flexible working arrangements.

97.3 The parties will work in partnership with disability employment service providers that deliver pathway programs for people with a disability to gain experience and skills and broaden their career options in the NTPS.

98. Climate Change Mitigation and Sustainability

98.1 The parties to this agreement acknowledge that steps to mitigate and reduce greenhouse gas emissions are necessary to provide a sustainable future for all our people.

98.2 The CEO agrees to promote activities that may mitigate climate change, and report on the Departments actions regarding:

- recycling;
- waste reduction;
- energy use;
- other environment related efficiencies; and
- modifying or utilising capital in an environmentally friendly manner with a commitment for continuous improvement.

98.3 These actions will be reported in the Department's annual report.

98.4 The Department agrees to actively support and encourage the establishment of environmental strategies that all employees are welcomed to make contributions towards in the mitigation of climate change in the workplace.

99. Redeployment and Redundancy

99.1 Redeployment and redundancy entitlements applicable to Medical Officers are set out in Schedule 5.

99.2 Transfer of employment

(a) The provisions of Schedule 5 do not apply in transfer of business or transfer of employment situations where work of the employer is transferred or outsourced to another employer and the Medical Officer is offered employment with the second employer to perform the same or substantially similar work.

(b) The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:

(i) the second employer recognises the employee's service with the first employer; or

(ii) the employee rejects an offer of employment made by the second employer that:

A. is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before termination; and

B. recognises the employee's service with the first employer,

unless the FWC is satisfied that this would operate unfairly to the employee who rejected the offer, in which case, upon application, the FWC may order the first employer to pay the employee a specified amount of redundancy pay.

Schedule 1 **Rates of Pay and Allowances**

1.1 Annual salary rates for Medical Officers employed under this Agreement

Levels / Classifications / Mapping				Salary commencing FFPP on or after 01.01.25 $p.a.	**Salary rates effective 12.03.26 $ p.a.**	**Salary commencing FFPP on or after 01.01.27 $ p.a.**	**Salary commencing FFPP on or after 01.01.28 $ p.a.**	**Salary commencing FFPP on or after 01.01.29 $ p.a.**
Grouping	**Classification**	**Intern / Resident MO / Hospital MO / Senior Hospital MO**						
MO1	Intern	INTERN		90 150	92 584	95 084	97 937	100 875
MO2	Resident Yr 1	RES Yr 1		102 781	105 556	108 406	111 658	115 008
MO3	Resident Yr 2	RES Yr 2		109 661	112 622	115 663	119 133	122 707
MO4	Resident Yr 3	RES Yr 3		116 306	119 446	122 671	126 351	130 142
MO5	Resident Yr 4, HMO1	RES Yr 4 - HMO1		122 264	125 565	128 955	132 824	136 809
MO6	Hospital Medical Officer Yr 2	HMO2		125 719	129 113	132 599	136 577	140 674
MO7	Hospital Medical Officer Yr 3	HMO3		134 332	137 959	141 684	145 935	150 313
MO8	Hospital Medical Officer Yr 4	HMO4		143 533	147 408	151 388	155 930	160 608
MO9	Hospital Medical Officer Yr 5	HMO5		153 362	157 503	161 756	166 609	171 607
MO10	Hospital Medical Officer Yr 6	HMO6		163 871	168 296	172 840	178 025	183 366
MO11	Hospital Medical Officer Yr 7	HMO7		175 104	179 832	184 687	190 228	195 935
MO12	Senior Hospital Medical Officer Year 1	SHMO1		179 454	184 299	189 275	194 953	200 802
MO13	Senior Hospital Medical Officer Year 2	SHMO2		185 256	190 258	195 395	201 257	207 295
Grouping	**Classification**	**Registrar**	**Vocational Rural Generalist Trainee Rural Registrar**	Transition Salary immediately prior to 11/03/26* increase	**Salary rates effective 12.03.26 $ p.a.**	**Salary commencing FFPP on or after 01.01.27 $ p.a.**	**Salary commencing FFPP on or after 01.01.28 $ p.a.**	**Salary commencing FFPP on or after 01.01.29 $ p.a.**
VT1	Registrar Yr 1	REG Yr 1	RGT1	122 264	125 565	128 955	132 824	136 809
VT2	Registrar Yr 2	REG Yr 2 *	RGT2	137 601	141 316	145 132	149 486	153 971
VT3	Registrar Yr 3	REG Yr 3 *	RGT3	153 195	157 331	161 579	166 426	171 419
VT4	Registrar Yr 4	REG Yr 4 *	RGT4	159 322	163 624	168 042	173 083	178 275
VT5	Registrar Yr 5	REG Yr 5 *		161 754	166 121	170 606	175 724	180 996
VT6	Registrar Yr 6	REG Yr 6 *	↓	164 185	168 618	173 171	178 366	183 717
VT7	Senior Registrar 1	SNR REG 1	SRGT 1	166 617	171 116	175 736	181 008	186 438
VT8	Senior Registrar 2	SNR REG 2	SRGT 2	182 143	187 061	192 112	197 875	203 811

Grouping	Classification	Specialist Senior Staff Specialist	Rural Generalist Senior Rural Generalist	Rural Medical Practitioner (RMP) / Senior RMP / Rural Medical Administrator	Salary commencing FFPP on or after 01.01.25 $ p.a.	Salary rates effective 12.03.26 $ p.a.	Salary commencing FFPP on or after 01.01.27 $ p.a.	Salary commencing FFPP on or after 01.01.28 $ p.a.	Salary commencing FFPP on or after 01.01.29 $ p.a.
FEL	Fellow				197 760	203 100	208 584	214 842	221 287
SMO1	Specialist 1	SMO1.1	RG1	RL3.3	213 380	219 141	225 058	231 810	238 764
SMO2	Specialist 2	SMO1.2	RG2	RL3.4	222 924	228 943	235 124	242 178	249 443
SMO3	Specialist 3	SMO1.3	RG3	RL3.5	232 468	238 745	245 191	252 547	260 123
SMO4	Specialist 4	SMO1.4	RG4	RL 4.1	242 013	248 547	255 258	262 916	270 803
SMO5	Specialist 5	SMO1.5	SRG1	RL4.2	251 554	258 346	265 321	273 281	281 479
SMO6	Specialist 6	SMO1.6	SRG2	RL4.3	261 100	268 150	275 390	283 652	292 162
SMO7	Senior Specialist 1	SMO2.1	SRG3	RL4.4	270 033	277 324	284 812	293 356	302 157
SMO8	Senior Specialist 2	SMO2.2	SRG4 (NEW)^	RL4.5 (NEW)^	284 367	292 045	299 930	308 928	318 196
SMO9	Senior Specialist 3	SMO2.3	SRG5 (NEW)^	RL4.6 (previous RL5)	298 705	306 770	315 053	324 505	334 240

*/^ Refer to clause 21 Salaries for the Simplified Salary Spine and Transition Provisions for these classification

Note: First full pay period (FFPP)

1.2 Allowances

The following allowances and payments will apply to a Medical Officer employed under this Agreement. The allowances are to be read in conjunction with the relevant provisions. Where there is any inconsistency between Schedule 1 and the relevant provision, the latter will prevail.

Allowance	**Clause**	**Frequency**	Previous annual rate effective 01.01.25 $ p.a.	**Rates effective 12.03.26 $ p.a.**	**Rates commencing FFPP on or after 01.01.27 $ p.a.**	**Rates commencing FFPP on or after 01.01.28 $ p.a.**	**Rates commencing FFPP on or after 01.01.29 $ p.a.**
Pre-eminent Status Allowance	26	p.a.	11 127	11 427	11 736	12 088	12 451
Managerial Allowance	27						
Level 1		p.a.	7 419	7 619	7 825	8 060	8 302
Level 2		p.a.	22 251	22 852	23 469	24 173	24 898
Level 3		p.a.	29 670	30 471	31 294	32 233	33 200
Level 4		p.a.	37 087	38 088	39 116	40 289	41 498
Registrar Rotation Allowance	30	p.a.	14 836	15 237	15 648	16 117	16 601
Attraction and Retention Allowance - Correctional Centres	31						
Darwin		p.a.	65 578	67 349	69 167	71 242	73 379
Alice Springs		p.a.	79 768	81 922	84 134	86 658	89 258
Vocational Rural Generalist Trainee Allowance	35	p.a.	30 638	31 465	32 315	33 284	34 283
***Meal Allowance**	38 & 48.13	per occasion	Refer Determination 1 issued annually by the Commissioner for Public Employment				
***First roster on-call allowance**	51.9(b)	per hour	Refer Determination 1 issued annually by the Commissioner for Public Employment				
Clinical Advice by Telephone	51.9(c)						
Night		per night	190.00	195.00	200.00	206.00	212.00
Day / night		per day / night	229.00	235.00	241.00	248.00	255.00
Second roster allowance	51.9(d)	p.a.	42 677	43 829	45 012	46 362	47 753

** In accordance with clause 21.10, meal allowance and First Roster on-call allowance will be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index (CPI), with effect 1 January each year. These allowances will not be reduced if the Darwin CPI is negative.*

Note: First full pay period (FFPP)

Allowance	Clause	Frequency	Previous annual rate effective 01.01.25 $ p.a.	**Rates effective 12.03.26 $ p.a.**	**Rates commencing FFPP on or after 01.01.27 $ p.a.**	**Rates commencing FFPP on or after 01.01.28 $ p.a.**	**Rates commencing FFPP on or after 01.01.29 $ p.a.**
Regional and Remote Attraction Allowance - Rural Medical Practitioners and Staff / Senior Staff Specialists (paid fortnightly)	32.4	p.a.					
Level 1		p.a.	14 836	15 237	15 648	16 070	16 552
Level 2		p.a.	29 670	30 471	31 294	32 139	33 103
Level 3		p.a.	44 502	45 704	46 938	48 205	49 651
Regional and Remote Retention Payment - Rural Medical Practitioners and Staff / Senior Staff Specialists (lump sum)	32.5	p.a.					
Level 1		p.a.	22 251	22 852	23 469	24 103	24 826
Level 2		p.a.	37 087	38 088	39 116	40 172	41 377
Level 3		p.a.	44 502	45 704	46 938	48 205	49 651
Regional and Remote Attractions and Retention Allowance - Rural Medical Practitioners and Staff / Senior Staff Specialists (paid fortnightly)	32.6	p.a.					
Level 1		p.a.	37 087	38 089	39 117	40 173	41 378
Level 2		p.a.	66 757	68 559	70 410	72 311	74 480
Level 3		p.a.	89 004	91 408	93 876	96 410	99 302
Rural Allowance - Senior Rural Medical Practitioner and Senior Staff Specialist	33	p.a.	29 670	30 471	31 294	32 139	33 103

Note: First full pay period (FFPP)

Allowance	**Clause**	**Frequency**	Previous annual rate effective 17.11.25 $ p.a.	**Rate effective 13.08.26 $p.a.**	**Rate effective 12.08.27 $p.a.**	**Rate effective 10.08.28 $p.a.**
Community Language Allowance	39	p.a.				
Base			1 545	1 591	1 647	1 705
High			2 472	2 546	2 635	2 727

* The Community Language Allowance will be adjusted annually in accordance with the rates contained in the Northern Territory Public Sector 2025 – 2029 Enterprise Agreement, Schedule 11 Part B.

Professional Development Assistance Package – Clause 36

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 Column 4 to 7 inclusive.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Classification	**Professional development leave - days per annum effective 01.01.26**	Professional development allowance commencing FFPP on or after 01.01.25 $ p.a.	**Professional development allowance rates effective 12.03.26 $ p.a.**	**Professional development allowance commencing FFPP on or after 01.01.27 $ p.a.**	**Professional development allowance commencing FFPP on or after 01.01.28 $ p.a.**	**Professional development allowance commencing FFPP on or after 01.01.29 $ p.a.**
MO1 – MO3*	5	3 709	3 809	3 912	4 029	4 150
MO4 – MO5* HMO1 – HMO2*	5	7 419	7 619	7 825	8 060	8 302
REG1 – REG6* RGT1 – RGT2*	5 (exams) 5 (other)	11 127	11 427	11 736	12 088	12 451
HMO3 – HMO6*	5	11 127	11 427	11 736	12 088	12 451
RGT3 – RGT4 SRGT1 – SRGT2 SREG1 – SREG2	5 (exams) 5 (other)	14 836	15 237	15 648	16 117	16 601
SHMO1 – SHMO2 HMO7	5	14 836	15 237	15 648	16 117	16 601
FEL1	10	14 836	15 237	15 648	16 117	16 601
SMO1.1 – SMO1.6 RL3.3 – RL4.3 RG1 – RG4 SRG1 – SRG2	10	22 251	22 852	23 469	24 173	24 898
SMO2.1 – SMO2.3 RL4.4 – RL 4.6 SRG3	10	29 670	30 471	31 294	32 233	33 200

**Additional Professional Development Allowance (up to $3 000 per year) is available. Refer clause 36.10.*

Note: In addition to Professional development leave, up to 5 days travel time is available where a Medical Officer lives and resides in a NT remote community (Level 3), refer clause 36.15.

Note: First full pay period (FFPP)

Schedule 2 **Work Life Balance Initiatives**

2.1 General

2.1.1 In addition to the principles contained in clause 88 (Flexible Work – General Principles and Requirements) of the Agreement, access to the initiatives set out below must be in accordance with this Schedule.

2.1.2 The provisions of this Schedule do not apply to casual Medical Officers.

2.1.3 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.

2.2 Recreation Leave at Half Pay

2.2.1 A Medical Officer may apply to utilise one or more weeks of their recreation leave at half pay, in order to double the period of leave.

2.2.2 A Medical Officer cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.

2.2.3 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.

2.2.4 A period of recreation leave at half pay does not break continuity of service.

2.2.5 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 (e.g. personal leave, long service leave, paid parental leave) will be deferred by 2 weeks.

2.3 Flexible Lifestyle (Purchased) Leave

2.3.1 Flexible lifestyle leave is a voluntary arrangement where Medical Officers may purchase between one to 8 weeks of additional leave, with a corresponding reduction in the number of working weeks.

2.3.2 Flexible lifestyle leave arrangements are subject to agency operational requirements and approval by the CEO.

2.3.3 Eligibility

The Medical Officer must:

(a) have completed at least 12 months continuous service;

(b) not have any excess recreation leave, as defined in clause 62.8 (Excess Leave); and

(c) have exhausted their long service leave entitlements, or satisfied the conditions of clause 75.3 (Long Service Leave).

2.3.4 Method of purchase

Flexible lifestyle leave is purchased in advance at an amount equal to the salary for the additional leave. Payments are deducted from the Medical Officer's gross fortnightly salary over a 12 month period, or shorter period approved by the CEO.

2.3.5 General conditions

(a) A flexible lifestyle leave arrangement must not result in the Medical Officer having a total leave balance greater than the excess leave limits in clause 62.8 (Excess Leave) after the period of the arrangement.

(b) If the Medical Officer does not use their purchased leave within the agreed period, it will lapse and the Medical Officer will be reimbursed monies paid.

(c) Flexible lifestyle leave may be taken in periods of 2 or more days.

(d) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the Medical Officer may lodge a new application for approval by the CEO.

(e) Flexible lifestyle leave is available for use 3 months from the commencement date of the arrangement.

2.3.6 Effect on Other Entitlements

(a) Flexible lifestyle leave will count as service for all purposes.

(b) Flexible lifestyle leave does not attract leave loading.

(c) Where a public holiday falls within a period of flexible lifestyle leave the period of the public holiday is not deducted from the Medical Officer's flexible lifestyle leave balance.

(d) Recreation leave at half pay is not available while a flexible lifestyle leave arrangement is in place.

(e) For the period over which payments are being deducted from the Medical Officer's salary to fund a flexible lifestyle leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the Medical Officer was paid:

(i) prior to flexible lifestyle leave deductions being made in the case of NTGPASS and CSS Medical Officers; and

(ii) after flexible lifestyle leave deductions being made in the case of Choice of Fund superannuation fund Medical Officers.

2.3.7 Independent advice

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

(a) the Medical Officer's financial situation;

(b) the potential impact on taxation; and

(c) the potential impact on superannuation.

2.3.8 Cessation of Arrangement

(a) A flexible lifestyle leave arrangement will cease in one of the following ways:

(i) The specified term of the flexible lifestyle leave arrangement expires.

(ii) By the Medical Officer providing the CEO 4 weeks' written notice requesting to terminate the arrangement, and the CEO approving the Medical Officer's request.

(iii) At the initiative of the CEO, on the giving of 3 months written notice to the Medical Officer, along with reasons for the cessation.

(iv) The Medical Officer ceases employment with the NTPS.

(v) The Medical Officer moves to a new work area within the agency, or to another agency and the new work area or agency does not agree to continue the arrangement.

(b) Where a flexible lifestyle leave arrangement ceases, the Medical Officer will be reimbursed, by lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within 2 months of the cessation of the arrangement.

Schedule 3 **Restrictive Duty Guidelines**

The following guidelines have been developed to assist managers apply the restrictive duty provisions for Medical Officers employed by the Department. They are to be used to clarify the intent and operation of the restrictive duty provisions set out in clause 51 (Restrictive Duty) of this Agreement when a Medical Officer is placed in a restrictive duty situation.

3.1.1 Immediate Roster:

Clause 51.8(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 their period of restriction. The accommodation will include basic food and a microwave oven to heat prepared meals arranged by the Medical Officer.

'Immediate'

At large hospitals a Medical Officer would be put on immediate roster as a backup to the Medical Officers 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 their professional judgement to ensure an appropriate response time in any given circumstance.

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

3.1.2 First Roster

Clause 51.8(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."

Medical Officers on first roster should not generally be expected to deal with emergencies. Medical Officers on first roster will usually deal with medical matters that do not need to be addressed immediately and therefore their 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 the employee is contactable by telephone at a place they can respond to non-emergency situations as they arise based on the professional judgement of the Medical Officer.

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

‘Reasonable time’

Medical Officers are required 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 ready themselves within a time that is “in accordance with reason” and “not absurdly long”.

3.1.3 Clinical Advice by Telephone

Medical Officers instructed prior to ceasing duty to be on Clinical Advice by Telephone, as per clause 51.8(c), are required to be available to provide clinical advice by telephone for the duration of the specified restrictive duty period (i.e. ‘night’ or ‘day/night’). Although in exceptional circumstances, a recall to duty within a reasonable time may be required, where recalls to duty are likely and/or occur on a regular basis the Medical Officer should be placed on another category of restrictive duty (e.g. Immediate, First Roster).

‘Reasonable time’ – as per clause 3.1.2 (First Roster).

3.1.4 Second Roster

The Second Roster as per clause 51.8(d) is used by Specialists and does not need further clarification.

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

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 employed in the Department and covered by this Agreement.

4.1.1 Application

(a) 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.

(b) These arrangements operate in conjunction with the fixed term contract provisions in Division 5 of Part 2-9 of the FW Act.

(c) The provisions in Division 5 of Part 2-9 of the FW Act prevail over the terms in this Agreement and this Schedule to the extent of any inconsistency.

(d) A copy of this document or access to an electronic copy will be provided to Medical Officers on commencement.

4.1.2 Natural Justice

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

4.1.3 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 their employment may elect to seek review/redress through one of the following avenues:

- Section 59 of the PSEM Act – a request to the Commissioner to review the decision; or
- a disciplinary appeal under section 59A of the PSEM Act.

  Note: That where the Commissioner has been involved in any way in the decision of a CEO to terminate a fixed period employment contract, the Commissioner may delegate their power of review to a CEO of another Agency; or

- Clause 10 – Dispute Settling Procedures of this Agreement; or

- an application under the FW Act under Part 3-1 (general protections) or Part 3-2 (unfair dismissal).

4.1.4 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, Darwin and Palmerston Regional 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.

4.1.5 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-employed 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

4.1.6 Resignation

Medical Officers will observe the period of notice required to be given on resignation as set out in their contract of employment, i.e. an employee must give 14 days notice of their resignation, refer section 6 of the PSEM Regulations. However, the CEO may accept a resignation of which a shorter period of notice is given.

4.1.7 Review

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

- changes to the PSEM Act that impact on the employment, re-employment and termination of fixed period Medical Officers;
- changes to the FW Act that impact on the termination of employment provisions; and
- decisions of the FWC concerning the jurisdiction of the FWC 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 **NTPS Redeployment and Redundancy Entitlements**

5.1 Definitions

For the purposes of these provisions:

(a) **potentially surplus employee** means an employee who has been declared by the CEO to be potentially surplus to the requirements of the Department under section 41 of the PSEM Act;

(b) **service** means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with By-law 45.1 of the PSEM Act;

(c) **Suitable employment** means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities;

(d) **union** means a trade union as defined in FW Act and which is covered by this Agreement.

5.2 Consulting Relevant Unions

5.2.1 The CEO will make reasonable attempts to establish whether a potentially surplus employee is a union member and where union membership is established, must:

(a) notify the relevant union of the potentially surplus situation and the name of the employee; and

(b) invite the union to meet with an agency representative in relation to the situation.

5.2.2 The employer or the CEO or both will provide the relevant union with the number of potentially surplus employees, the agency and their designation.

5.3 Finding of Other Suitable Employment

5.3.1 The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.

5.3.2 In addition to any other action the employer or the CEO or both may have taken in the period before notice is given in accordance with clause 5.4 and 5.5 the employer and the CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

5.3.3 Where other suitable employment for a potentially surplus employee or a surplus employee is identified, the employee will be transferred. Where the transfer is to a lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause 5.6.3 apply.

5.4 Voluntary Retrenchment

5.4.1 Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.

5.4.2 The surplus employee will have up to 7 days from the date of a written offer of voluntary retrenchment to consider and accept the offer.

5.4.3 Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of 4 weeks notice from the date that the offer is accepted, or 5 weeks notice if the employee is over the age of 45 years.

5.4.4 The surplus employee may be retrenched in accordance with this clause at any time within the period of notice under clause 5.4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.

5.4.5 A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following amounts including, where applicable, Northern Territory Allowance:

(a) for an employee with at least one year but less than 2 years: 4 weeks salary;

(b) for an employee with at least 2 years service, but less than 3 years service: 6 weeks salary;

(c) for an employee with between 3 and 3 and a half years service: 7 weeks salary;

(d) for an employee with greater than 3 and a half years service: 2 weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.

5.4.6 For the purpose of calculating payment under clause 5.4.5:

(a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that the employee is a surplus employee, the salary level is the employee's salary in their higher designation at the date of notification;

(b) where an employee has been paid a loading for shiftwork for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period will be counted as part of "a week's salary".

5.4.7 The inclusion of other allowances which are in the nature of salary specified in clause 5.4.6 will be at the discretion of the Commissioner.

5.4.8 The entitlement under:

(a) clause 5.4.3 constitutes notice for the purpose of section 117 of the FW Act; and

(b) clause 5.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

5.4.9 All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.

5.4.10 Subject to clause 5.4.11 a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.

5.4.11 A surplus employee who has a leave airfare entitlement in accordance with By-law 33 or 47, is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 5.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

5.5 Notice of Redundancy

5.5.1 A surplus employee cannot be given notice under this clause unless the employee has:

(a) been offered a voluntary retrenchment and has declined that offer; or

(b) has requested a voluntary retrenchment and the employer has refused the request.

5.5.2 Subject to clause 5.5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:

(a) the employee is entitled to 26 weeks formal notice of redundancy; or

(b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.

5.5.3 In addition to notice of redundancy under clause 5.5.2, a surplus employee must be given 4 weeks formal notice (or 5 weeks if the employee is over 45 years) where the relevant period of notice under clause 5.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.

5.5.4 The period of notice under clause 5.5.3 constitutes notice for the purposes of section 117 of the FW Act.

5.5.5 The period of notice under clause 5.5.3 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

For example: A 50 year old employee with 4 years service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks notice of redundancy and the NES entitlement to 8 weeks redundancy pay which will be paid on termination.

5.5.6 In accordance with clause 5.2, during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.

5.5.7 With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 5.5.2 or 5.5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.

5.5.8 Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 5.5.2 and 5.5.3.

5.5.9 A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 5.5.2 and 5.5.3 being invoked, is not entitled to receive a greater payment

under clause 5.5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.

5.5.10 For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 5.5.2 or 5.5.3 is entitled:

(a) to reasonable leave with full pay; and

(b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

5.6 Transfer to Other Suitable Employment

5.6.1 A potentially surplus employee or a surplus employee is entitled to 4 weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the 4 week notice period.

5.6.2 A potentially surplus employee or surplus employee is entitled to all reasonable expenses associated with moving the employee's household to a new location if, in the opinion of the employer, the transfer is necessary to enable the employee to take up suitable employment.

5.6.3 Where a potentially surplus employee or surplus employee is transferred to a lower designation and salary, the employee will be entitled to income maintenance payments as follows:

(a) where the period of notice of redundancy has already been invoked, the greater of:

(i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 5.5.2; or

(ii) 4 weeks; or

(b) where the period of notice of redundancy has not been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 5.5.2.

5.6.4 Income maintenance payments are calculated as follows:

(a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or

(b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which the employee received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

5.6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause 5.6.4(b) is at the discretion of the employer.

5.6.6 An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses or expenses experienced or incurred by reason of the employee's transfer which in the opinion of the employer were brought about by the transfer.

5.7 Use of Accrued Personal Leave

5.7.1 Subject to clause 5.7.2 the periods of notice under clauses 5.5.2 and 5.5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.

5.7.2 For the purposes of an employee entitled to income maintenance under clause 5.6.3, the total extension permitted under clause 5.7.1 is capped at 6 months.

Example: A 50 year old employee with 10 years service receives notice of redundancy under clause 5.5.2(b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes 4 weeks certified personal leave with the result that the total period of income maintenance ends up being 46 weeks.

5.8 Right of Review

5.8.1 A surplus employee will have a right of review to the Commissioner against any administrative decision made in relation to the employee's eligibility for benefits under these provisions or in relation to the amount of those benefits.

5.8.2 This right does not affect the employee's rights under the FW Act.

5.9 Substitution or Other Provisions

5.9.1 Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee or a surplus employee which are in addition to or in substitution for, any or all of the provisions prescribed in this Schedule.

5.10 Exemption

5.10.1 These provisions do not apply to fixed period or casual employees unless otherwise approved by the employer.

SIGNATORIES to the *Medical Officers Northern Territory Public Sector 2026 – 2029 Enterprise Agreement*

.....

Nicole Hurwood
Commissioner for Public Employment
GPO Box 4371
DARWIN NT 0801

Dated: 9 September 2026

.....

Dr Dayna Duncan
Secretary
Australian Salaried Medical Officers' Federation Northern Territory
PO Box 2299
PARAP NT 0804

Dated: 13 September 2026

Signed as a Bargaining Representative of employees covered by this Agreement.

Dear Fair Work Commission

FWC Matter No:

Medical Officers Northern Territory Public Sector 2026 – 2029 Enterprise Agreement

Written undertaking under section 190 of the *Fair Work Act 2009*

I, Nicole Hurwood, the Commissioner for Public Employment, give the following undertaking with respect to the Medical Officers Northern Territory Public Sector 2026 – 2029 Enterprise Agreement ("the Agreement"):

1. Rural Allowance – Senior Rural Medical Practitioner and Senior Staff Specialist

    a. For the purpose of clause 33.1(b) of the Agreement:

        i. Medical Officers employed as Senior Rural Medical Practitioners in the classifications of RL4.1 to RL4.6 are eligible to receive this allowance: and

        ii. For the purposes of the *'Note'*, this allowance does not apply to other classifications at the RL4.1 - RL4.6 level e.g. Rural Medical Administrators, Rural Generalist or Senior Rural Generalists.

    b. This undertaking is to provide for Senior Rural Medical Practitioners in the classifications of RL4.5 to RL4.6 to receive this allowance (in addition to those in the classifications of RL4.1 to RL4.4).

2. Regional, Remote and Rural Allowance Rates

    a. The Regional, Remote and Rural allowances contained in Schedule 1.2 Allowances, on page 134 of the Agreement:

        i. Shall be replaced with increased rates for the years from 01.01.28 and 01.01.29 as set out in Schedule 1; and

        ii. The rates provided for clause 32.6 are a new entitlement under the Agreement, which only come into effect from 12.03.26. The rates noted as effective from 01.01.25 are noted as not applicable (n/a).

    b. This undertaking is to clarify and provide the correct allowance rates.

I have authority to provide this undertaking in relation to the application before the Fair Work Commission.

Nicole Hurwood
Commissioner for Public Employment

Date: 22 september 2026

Schedule 1

Allowance	Clause	Frequency	Previous annual rate effective 01.01.25 $ p.a.	**Rates effective 12.03.26 $ p.a.**	**Rates commencing FFPP on or after 01.01.27 $ p.a.**	**Rates commencing FFPP on or after 01.01.28 $ p.a.**	**Rates commencing FFPP on or after 01.01.29 $ p.a.**
Regional and Remote Attraction Allowance - Rural Medical Practitioners and Staff / Senior Staff Specialists (paid fortnightly)	32.4						
Level 1		p.a.	14 836	15 237	15 648	16 117	16 601
Level 2		p.a.	29 670	30 471	31 294	32 233	33 200
Level 3		p.a.	44 502	45 704	46 938	48 346	49 796
Regional and Remote Retention Payment - Rural Medical Practitioners and Staff / Senior Staff Specialists (lump sum)	32.5						
Level 1		p.a.	22 251	22 852	23 469	24 173	24 898
Level 2		p.a.	37 087	38 088	39 116	40 289	41 498
Level 3		p.a.	44 502	45 704	46 938	48 346	49 796
Regional and Remote Attractions and Retention Allowance - Rural Medical Practitioners and Staff / Senior Staff Specialists (paid fortnightly)	32.6						
Level 1		p.a.	n/a	38 089	39 117	40 290	41 499
Level 2		p.a.	n/a	68 559	70 410	72 522	74 698
Level 3		p.a.	n/a	91 408	93 876	96 692	99 592
Rural Allowance - Senior Rural Medical Practitioner and Senior Staff Specialist	33	p.a.	29 670	30 471	31 294	32 233	33 200

Note: First full pay period (FFPP)