



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Commissioner for Public Employment in the Northern Territory
(AG2019/521)

MEDICAL OFFICERS NORTHERN TERRITORY PUBLIC SECTOR 2018 - 2021 ENTERPRISE AGREEMENT

Northern Territory

DEPUTY PRESIDENT COLMAN

MELBOURNE, 28 MAY 2019

Application for approval of the Medical Officers Northern Territory Public Sector 2018 - 2021 Enterprise Agreement

[1] The Commissioner for Public Employment in the Northern Territory has made an application for approval of an enterprise agreement known as the *Medical Officers Northern Territory Public Sector 2018 - 2021 Enterprise Agreement* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval have been met.

[3] Pursuant to s 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] 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 the Agreement to cover it. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 28 May 2019 and, in accordance with s 54, will operate from 4 June 2019. The nominal expiry date of the Agreement is 31 December 2021.



DEPUTY PRESIDENT

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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

Medical Officers

Northern Territory Public Sector

2018 - 2021 Enterprise Agreement

Medical Officers Northern Territory Public Sector 2018 - 2021 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 2018 - 2021 Enterprise Agreement.

2. National Employment Standards

The provisions of this Agreement are to 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; and
- (b) employees employed by the department in a classification contained in this Agreement; and
- (c) the Australian Salaried Medical Officers' Federation (Northern Territory).

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 employer and the employee 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 employee will work and the actual starting and finishing times each day;
- (c) **Agreement** means the Medical Officers Northern Territory Public Sector 2018 - 2021 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) **Commissioner** means the Commissioner for Public Employment in the Northern Territory;
- (g) **department** means the Department of Health and includes Top End Health Service and Central Australia Health Service;
- (h) **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 15;

- (i) **employer** means the Commissioner for Public Employment in the Northern Territory;
- (j) **Federation** means the Australian Salaried Medical Officers' Federation (Northern Territory);
- (k) **FW Act** means the *Fair Work Act 2009* (Cth);
- (l) **FWC** means the Fair Work Commission;
- (m) **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;
- (n) **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;
- (o) **NTPS** means the Northern Territory Public Sector;
- (p) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act*, as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations, as varied from time to time, made under that Act; and
- (q) **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 seven days after approval from the FWC and will remain in force until 31 December 2021.

6. No Extra Claims

The parties undertake that for the term of this Agreement, they will not individually, severally or collectively pursue any further or other claims except where consistent with the NTPS 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.

7. Relationship with PSEM Act

- 7.1 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.
- 7.2 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

8. Negotiation of Replacement Agreement

Negotiations to replace this Agreement will commence four 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

9. Dispute Settling Procedures

- 9.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- (a) Subject to clause 9.1(b) this clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:
 - (i) matters arising under this Agreement; or
 - (ii) the National Employment Standard.
 - (b) However, this clause does not apply in relation to disputes about:
 - (i) Refusals for requests for flexible working arrangements on reasonable business grounds under clause 60.4 and 53.19(e) of this Agreement and section 65(5) of the FW Act.
 - (ii) Refusals for requests for extended parental leave on reasonable business grounds under clause 53.21 of this Agreement and section 76(4) of the FW Act.
 - (iii) Outcomes for pre-eminent status allowance applications under clause 22.
 - (c) A Medical Officer who has a grievance about matters referred to in clause 9.1(b) can utilise section 59 of the PSEM Act to have the decision reviewed.
- 9.2 In the event of a dispute arising in relation to this Agreement, every endeavour will be made to amicably settle the same by direct negotiation and consultation between the parties.
- 9.3 Without prejudice to either party, and except where a bona fide safety issue is involved, the parties will ensure the continuation of work and that work practices applied during the operation of these procedures are in accordance with this Agreement. Where a bona fide safety issue exists, a Medical Officer will not work in an unsafe environment but, where appropriate, accept reassignment to alternative suitable work in the meantime.
- 9.4 To facilitate the settlement of any such dispute the following channels of communication will apply:
- (a) The Medical Officers will discuss the matters with their immediate supervisor.
 - (b) If the matter is not resolved within 48 hours at this level the Medical Officers may discuss the matter with their representative at a time suitable to the

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

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

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

10. Management of Change

10.1 This clause applies if the employer:

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

Major Change

10.2 For a major change referred to in clause 10.1(a)

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 10.3 to 10.9 apply.

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

10.4 If:

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

- (b) the Medical Officer or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

10.5 As soon as practicable after making a decision, the employer must:

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

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

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

10.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 10.2(a), 10.3 and 10.5 are taken not to apply.

10.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

10.10 For a change referred to in clause 10.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) clauses 10.10 to 10.13 apply.

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

10.12 If:

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

the employer must recognise the representative.

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

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the Medical Officers; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the Medical Officers; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

10.16 In this clause:

relevant employees means the Medical Officers who may be affected by a change referred to in clause 10.1.

11. Performance Management and Development

- 11.1 Medical Officers are required to participate in a work partnership plan which will establish required levels of Medical Officer performance and identify the Medical Officer's performance development objectives.
- 11.2 The Director of Medical Services or equivalent manager will approve the final plan to ensure compliance with the department's performance objectives for the medical workforce. Where a Medical Officer disagrees with the decision of Director of Medical Services, the Medical Officer may request that the Principal Medical Adviser review that decision. The Principal Medical Adviser's decision in relation to the matter will be final.

12. Termination and Fixed Period Employment Contracts

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.

PART 3 – FLEXIBLE WORK ARRANGEMENTS AND FACILITATIVE PROVISIONS

13. Individual Flexible Working Arrangements

- 13.1 This clause applies where an employee's request for an individual flexibility arrangement is not otherwise permitted under any other clause of this Agreement.
- 13.2 The CEO and a Medical Officer covered by this Agreement may agree to make an individual flexible working arrangement to vary the effect of terms of this Agreement (including the Schedules) if the arrangement:
 - (a) deals with one or more of the following matters of this Agreement:
 - (i) arrangements about when work is performed;
 - (ii) payment for overtime taken as pay or time off in lieu of payment;
 - (iii) commuted salaries or allowances.
 - (b) meets the operational needs of the department;
 - (c) is genuinely agreed to by the CEO and Medical Officer;
 - (d) is about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - (e) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - (f) results in the Medical Officer being better off overall than the Medical Officer would have been if no individual flexibility arrangement were agreed to.
- 13.3 A Medical Officer or CEO can initiate in writing a request for an individual flexibility arrangement.

- 13.4 The CEO must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the names of the department and Medical Officer;
 - (c) is signed by the CEO and Medical Officer;
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Medical Officer will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the period of operation of the arrangement.
- 13.5 To take effect, the individual flexibility arrangement must be approved by the Commissioner and implemented via a Determination or other appropriate instrument and the CEO must give the Medical Officer a copy of the Determination or other appropriate instrument within 14 days of the Commissioner's approval.
- 13.6 The Commissioner will not approve an individual flexibility arrangement unless the Commissioner is satisfied that the requirements of this clause have been met.
- 13.7 The CEO or Medical Officer may terminate the individual flexible working arrangement:
- (a) by giving written notice of not more than 28 days (or in accordance with the FW Act requirements) to the other party to the arrangement; or
 - (b) if the CEO and Medical Officer agree in writing - at any time.
- 13.8 A Medical Officer may choose to be represented by their nominated representative in relation to the development and implementation of individual flexible working arrangements under this clause.
- 14. Variation to Working Arrangements for Groups of Medical Officers**
- 14.1 A group of Medical Officers and the department may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:
- (a) hours of work, including rostered days off, restricted duties or flextime;
 - (b) commuted salaries or allowances;
 - (c) meal breaks; and
 - (d) leave.
- 14.2 Agreements to vary working arrangements will:
- (a) result in more efficient operations;

- (b) be genuinely agreed to by the majority of Medical Officers involved;
 - (c) result in Medical Officers being better off overall than the Medical Officers would have been if no variation had been made;
 - (d) be recorded in writing and approved by the CEO;
 - (e) if required by the parties, include a mechanism to terminate and/or review the Agreement; and
 - (f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.
- 14.3 Medical Officers may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 14.4 The Federation will be consulted on proposed arrangements prior to the approval of the Commissioner.

PART 4 – CLASSIFICATION AND REMUNERATION MATTERS

15. Classification Definitions

General Provisions

- 15.1 Unless otherwise specified in clause 15, the following general provisions apply to a Medical Officer employed under this Agreement:
- (a) Employment of a Medical Officer will be by appointment to a vacancy on an ongoing or fixed term basis.
 - (b) A Medical Officer's years of full-time equivalent post-graduate clinical experience will be recognised for the purposes of determining 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

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

Resident Medical Officer

- 15.4 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

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

Registrar

- 15.6 A Registrar (REG) is a Medical Officer (basic trainee) who has:
- (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 15.6(a) but who is performing the full equivalent duties as a Medical Officer so admitted.
- 15.7 Appointment as a Registrar is for an initial period of one year with subsequent appointments up to a maximum period of three years.

Senior Registrar

- 15.8 A Senior Registrar (SREG) is a Medical Officer who has successfully completed Part One (or equivalent) of the requirements for admission to a fellowship of a specialist medical college, and who is within two full-time years of completing their specialist training program.
- 15.9 Appointment as a Senior Registrar is for a period of up to two years.
- 15.10 A Senior Registrar will progress to SREG2 once the employee has advanced to within one full-time year of completing their specialist training program for admission to a fellowship.

Fellow

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

Hospital Medical Officer

- 15.13 A Hospital Medical Officer (HMO) is a Medical Officer who has completed not less than the equivalent of four years of post-graduate clinical experience.
- 15.14 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.

Senior Hospital Medical Officer

- 15.15 A Senior Hospital Medical Officer (SHMO) is a Medical Officer not enrolled in a vocational training program, who has completed not less than the full-time equivalent of seven years relevant clinical experience, or who has a recognised post-graduate qualification.

- 15.16 A position will not be designated as a Senior Hospital Medical Officer position unless the assumption of significant clinical supervisory or administrative responsibilities is required.

Medical Administrator – Registrar

- 15.17 A Medical Administrator – Registrar (MA) is a Medical Officer who has:
- (a) completed not less than the full-time equivalent of three years of post-graduate clinical experience consistent with the requirements of the Royal Australian College of Medical Administrators, and who has been admitted to the training program authorised by that College; or
 - (b) made substantial progress towards the completion of a post-graduate qualification recognised under the training program authorised by the Royal Australian College of Medical Administrators; or
 - (c) relevant clinical and administrative experience.

- 15.18 Appointment as a Medical Administrator – Registrar is on a fixed term basis; provided that where the appointment is in a hospital, the appointment will be for an initial period of one year. Subsequent appointments in a hospital may be for a maximum period of two years.

Community Medical Officer

- 15.19 A Community Medical Officer (CMO) is a Medical Officer who has:
- (a) completed not less than the full-time equivalent of four years of post-graduate clinical experience and who possesses a recognised post-graduate qualification; or
 - (b) been admitted to the training program authorised by the Faculty of Public Health Medicine of the Royal Australian College of Physicians; or
 - (c) relevant clinical experience as approved by the CEO.
- 15.20 A Community Medical Officer will not progress beyond salary point SREG2 unless:
- (a) the Medical Officer holds a recognised post-graduate qualification, such as a Fellowship of the Royal Australian College of General Practitioners; or
 - (b) the Medical Officer is undertaking a specialist training program authorised by the Faculty of Public Health Medicine of the Royal Australian College of Physicians; or
 - (c) the Medical Officer has completed not less than the full-time equivalent of seven years post-graduate clinical experience, of which the equivalent of six years must be in a field of medicine relevant to a qualification or training program specified under clause 15.20(a) or clause 15.20(b).

15.21 A Community Medical Officer who has:

- (a) successfully completed either public health medicine specialist training, or who is a Fellow of the Royal Australian College of General Practitioners but has not been appointed as a Staff Specialist; and
- (b) completed the equivalent of one year of full-time service in medical practice since their most recent progression in salary, will progress to the salary point FEL1.

Staff Specialist

15.22 A Staff Specialist (SC/SMA/SPHM) is a Medical Officer who has successfully completed a recognised specialist training program and has been admitted as a Fellow of the College authorising the program. Under this clause, a Staff Specialist comprises Staff Specialist Clinician, Staff Specialist Medical Administrator and Staff Specialist Public Health Medicine classifications.

15.23 A Medical Officer will be appointed within the Staff Specialist salary scale according to the Medical Officer's full-time years of service as a Specialist within their speciality.

15.24 A Medical Officer who has been admitted to the Degree of Master of Public Health, or Master of Tropical Health may be appointed to the classification of Staff Specialist Public Health Medicine; however, 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).

15.25 A Medical Officer who holds post-graduate qualifications recognised under the training program authorised by the Royal Australian College of Medical Administrators, may be appointed to the classification of Staff Specialist Medical Administrator but will not progress beyond salary point SMO1.1 prior to their admission as a Fellow of the Royal Australian College of Medical Administrators.

Senior Staff Specialist

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

15.27 A Medical Officer is not entitled to appointment or progression to a Senior Staff Specialist classification unless the employee has the requisite years of service as a Staff Specialist (or equivalent) and has demonstrated a contribution toward, and capacity to provide future ongoing leadership, in one or more of the following areas:

- (a) clinical excellence;
- (b) clinical governance;
- (c) research;
- (d) medical education; and

- (e) Medical Officer supervision.

International Medical Graduates

- 15.28 An International Medical Graduate “IMG” who has met the initial requirements for ‘Limited Registration – Area of Need’ medical registration must be undertaking an Australian Medical Council (AMC) pathway (competent, standard or specialist) which will culminate in General Registration or Fellowship of an Australian Specialist College.
- 15.29 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.
- 15.30 The IMG Medical Officer with ‘Limited Registration – Area of Need’ registration must comply with the Medical Board of Australia’s registration standard for this category of registration.
- 15.31 The appointment of an IMG to the Staff Specialist classification is conditional on the Medical Officer having been assessed by the relevant specialist college, and being enrolled in the relevant specialist pathway towards specialist registration, and credentialed as a specialist by the CEO.
- 15.32 Subject to clause 15.33, 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.
- 15.33 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 Health Service. An assessment will be conducted after six 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

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

Rural Registrar

- 15.35 Appointment to a Rural Registrar position is on a fixed term basis.
- 15.36 A Rural Registrar (RREG) is a Medical Officer employed or regularly performing duties in a rural or remote hospital or community setting who has completed not less than the equivalent of two years full-time service in medical practice and who has commenced an

AMC accredited vocational training program, but who has not achieved recognised competence to practice independently.

Senior Rural Registrar

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

Rural Medical Practitioner

- 15.39 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

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

Rural Medical Administrator

- 15.41 Rural Medical Administrator (RMA) is a Medical Officer employed or regularly performing duties in a rural or remote hospital or community setting who meets the requirements of an RMP under clause 15.39 and who has administrative responsibility for a unit or a significant program or programs within rural and remote practice.

Chief Rural Medical Practitioner

- 15.42 Chief Rural Medical Practitioner (CRMP) is a Medical Officer who meets the classification requirements of an RMP under clause 15.39 and who has Northern Territory-wide administrative responsibility for rural and remote practice.

Rural Generalist Classifications

Rural Generalist Trainee

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

Rural Generalist

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

Senior Rural Generalist

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

Note: The reference to 'or equivalent' in clauses 15.44 and 15.45 includes a vocationally registered (VR) General Practitioner.

Classification Table

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

Classification	Classification Code	Salary Classification Level(s)
Intern	RMO	MO1
Resident Medical Officer	RMO	MO2-MO3 inclusive
Senior Resident Medical Officer	SRMO	MO4-MO5 inclusive
Registrar	REG	REG1-REG6 inclusive
Senior Registrar	SREG	SREG1-SREG2 inclusive
Hospital Medical Officer	HMO	HMO1-HMO7 inclusive
Senior Hospital Medical Officer	SHMO	SHMO1-SHMO2 inclusive
Medical Administrator – Registrar	MA	REG1-SREG2 inclusive
Community Medical Officer	CMO	REG1-REG6 inclusive SREG1-SREG2 inclusive FEL1
Fellow	FEL	FEL1

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

16. Salary Progression

- 16.1 Subject to clauses 16.2 and 16.3, a Medical Officer is eligible for annual progression through the scale of salary rates, in accordance with the requirements of clause 15 (Classification Descriptions) of this Agreement.

Note: Refer also clause 15.14 for pay progression of a Hospital Medical Officer beyond pay point HMO5.

- 16.2 Medical Officers appointed to the classifications of Senior Rural Medical Practitioner, Rural Medical Administrator or Senior Rural Generalist will progress one salary point through the scale of salary rates every two years, subject to the provisions of this clause.
- 16.3 Progression through the scale of salary rates is subject to a Medical Officer demonstrating and applying additional skills and professional knowledge in the workplace, equivalent to one year of full-time service in medical practice (two years in the case of Medical Officers specified in clause 16.2). The demonstration of additional skills may be met through training, clinical experience, competency, accreditation and the certification requirements determined from time to time by the relevant post-graduate medical training authority or medical college.
- 16.4 The CEO will determine if a Medical Officer has satisfied the requirements of clause 16.3, following an appropriate credentialing process.
- 16.5 The CEO may defer or refuse to progress a Medical Officer in the salary scale if the requirements of this clause are not met by a Medical Officer.

17. Salaries

- 17.1 The rates of pay (annual salary) will be increased as set out below:
- (a) 2.5% effective from the first full pay period on or after 1 January 2018; and
 - (b) 2.5% effective from the beginning of the first full pay period commencing on or after 1 January 2019; and
 - (c) 2.5% effective from the beginning of the first full pay period commencing on or after 1 January 2020; and
 - (d) 2.5% effective from the beginning of the first full pay period commencing on or after 1 January 2021.
- 17.2 Annual salaries applicable to this Agreement are contained in Schedule 1.
- 17.3 Employees will be paid fortnightly based on the following formula:

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

18. Casual Employment

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

The casual loading will not be used to increase the hourly rate for payment of overtime or shiftwork penalties.

19. Superannuation

- 19.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.
- 19.2 The Commissioner must make superannuation contributions on behalf of a Medical Officer in order to satisfy the Superannuation Guarantee legislative requirements in accordance with governing legislation.
- 19.3 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.

- 19.4 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 contributions on their behalf. Medical Officers who do not nominate a superannuation fund will become members of the current default superannuation fund.

20. Salary Sacrifice

20.1 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 contributes 6% to NTGPASS may salary sacrifice into NTGPASS or another complying superannuation fund.
- (c) A Medical Officer who currently contributes to the CSS is not able to salary sacrifice into that scheme, but can salary sacrifice into 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 relevant to their age. The Medical Officer is

responsible for any tax and interest that may be imposed by the Australian Taxation Office 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).

20.2 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 Australian Taxation Office 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.

PART 5 - ALLOWANCES

21. Specialist Private Practice Allowance

- 21.1 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.
- 21.2 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.
- 21.3 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

- 21.4 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

- 21.5 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.
- 21.6 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).

21.7 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.

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

Category C – Private Practice Allowance

21.9 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; and
- (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.

21.10 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).

21.11 Category C Private Practice Allowance in clause 21.9(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.

21.12 Category C Revenue Payment

- (a) The Category C revenue payment in clause 21.9(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 Health Service. 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 21.12(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 21.9(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.

22. Pre-eminent Status Allowance

- 22.1 Subject to the requirements of this clause, the CEO may approve the payment of a Pre-eminent Status Allowance to a Staff Specialist or Senior Staff Specialist at a rate specified in Schedule 1.
- 22.2 The department will twice-yearly invite Medical Officers to submit applications for payment of the allowance. A Medical Officer must submit a written application addressing the criteria under this clause together with supporting evidence to the Medical Officer's claims.
- 22.3 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 four people (including the chairperson), two of which must be Medical Officers employed at the Senior Staff Specialist classification. The Assessment Committee will make a recommendation regarding the appointment to the CEO.
- 22.4 In assessing whether a Medical Officer's application for the allowance is meritorious, the Assessment Committee should have regard to the following factors:
 - (a) significant and sustained contribution(s) through medical practice to the health and well-being of the population of the Northern Territory;

- (b) leadership within and/or across the medical profession generally, such as participation in professional organisations, committees, faculties, or other relevant bodies;
 - (c) demonstrated excellence in clinical practice within the Medical Officer's area of specialty or area of expertise;
 - (d) qualifications and distinguished Achievement Awards;
 - (e) formal recognition of professional excellence by peers, Northern Territory, national or international agencies;
 - (f) academic achievements (if relevant) including research undertaken, publications, grants, lectures; and
 - (g) other evidence which exemplifies the status for appointment to the classification.
- 22.5 Payment of the allowance is for a period of two years and a Medical Officer will be required to submit a new application in accordance with this clause for consideration for a further term of payment.
- 22.6 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.
- 22.7 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.

23. Managerial Allowance

- 23.1 It is an expectation that in addition to a clinical role, a reasonable level of management responsibility is an essential and inherent part of the duties of a senior Medical Officer. Included in this is a responsibility to ensure teaching commitments are met by actively contributing to and participating in the teaching of junior Medical Officers.
- 23.2 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.
- 23.3 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.
- 23.4 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

23.5 Level 1 allowance is payable to the following senior Medical Officers:

- (a) Senior Staff Specialist Clinician appointed under clause 23.2 as a Sub Unit Head (Surgical Sub Specialties, Ophthalmology, Medical Units or similar);
- (b) Senior Rural Medical Practitioner appointed under clause 23.2 to coordinate a remote health leadership program; and
- (c) Senior Staff Specialist Public Health Medicine appointed under clause 23.2 to manage a public health program.

23.6 The Level 1 allowance is payable to a senior Medical Officer managing a small work unit and who meets the criteria under clause 23.4. In addition, the senior Medical Officer will, as a minimum, perform human resource management responsibilities including the direct supervision of staff (including other senior Medical Officers and junior Medical Officers), the allocation of resources within the sub-unit and the efficient and effective billing of private patients.

Level 2 Managerial Allowance – Unit Head

23.7 Level 2 allowance is payable to the following senior Medical Officers:

- (a) Senior Staff Specialist appointed under clause 23.2 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 23.2 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 23.2 to coordinate the delivery of a regional public health service.

23.8 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 23.4. In addition, the senior Medical Officer will, as a minimum, perform human resource management responsibilities including the direct supervision of staff (including other senior Medical Officers and junior Medical Officers), allocation of duties, establishment of rosters, performance management of staff and monitoring staffing levels, workloads and hours worked. It is also expected that the senior Medical Officer will participate in clinical outcome measurement and reporting, the implementation of strategic programs and ensure the efficient and effective billing of private patients.

Level 3 Managerial Allowance – Territory-wide Responsibility

- 23.9 Level 3 allowance is payable to the following senior Medical Officers:
- (a) Senior Staff Specialist appointed under clause 23.2 to perform management responsibilities within their clinical specialty for all of the Northern Territory; and
 - (b) Chief Rural Medical Practitioner appointed under clause 23.2 to perform management responsibilities for the provision of remote health services for all of the Northern Territory.
- 23.10 The Level 3 allowance is payable to a senior Medical Officer who meets the criteria under clauses 23.4 and 23.8. 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 – Co-Director

- 23.11 Level 4 allowance is payable to a Senior Staff Specialist appointed under clause 23.2 to perform management responsibilities as a Co-Director of Medicine, Maternal and Child Health or Surgery and Critical Care in the Royal Darwin Hospital or Director Disease Control.
- 23.12 The Level 4 allowance is payable to a senior Medical Officer who meets the criteria under clause 23.4 (and where relevant, clause 23.6). 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.
- 23.13 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.
- 23.14 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.
- 23.15 Managerial allowance counts as salary for all purposes.
- 23.16 Schedule 5 to this Agreement provides a list of indicative positions that fall within the parameters of this clause. A final determination with respect to Medical Officer's eligibility will be subject to the approval of the CEO.

24. Practitioner Allowance

24.1 Subject to this clause, a Medical Officer holding one of the following classifications is eligible to receive payment of a Practitioner Allowance:

- (a) Senior/Staff Specialist Medical Administrator;
- (b) Senior/Staff Specialist Public Health Medicine;
- (c) Senior Rural Generalist;
- (d) Chief Rural Medical Practitioner;
- (e) Rural Generalists; and
- (f) Rural Medical Administrators.

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

24.3 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.

25. Extended Hours Benefit Payment

25.1 In addition to salary and allowances payable under this Agreement, a Senior/Staff Specialist Medical Officer employed in an Emergency Department, Anaesthetics Department or Intensive Care Unit at Royal Darwin or Alice Springs Hospitals is eligible for the payment of an Extended Hours Benefit Payment at the rate of 25% of the Medical Officer's base salary as specified under Schedule 1.

25.2 The Extended Hours Benefit Payment is paid in recognition of the requirement for Senior/Staff Specialists employed in the above Departments/units to provide extended ordinary hours coverage from 0800 hours to 2200 hours on a seven day per week basis. To be eligible for the payment the Medical Officer must participate in the unit roster in compliance with requirements of this clause.

25.3 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.

25.4 The terms of clause 14 Variation to Working Arrangements for Groups of Medical Officers may be applied with respect to the provisions under this clause.

26. Registrar Rotation Allowance

26.1 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 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.

- 26.2 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.

27. Attraction and Retention Allowance – Correctional Centres

- 27.1 A Medical Officer who is required to perform duty in a Northern Territory Correctional Centre is eligible for the payment of an Attraction and Retention Allowance whilst working in the Correctional Centre at the rate specified under Schedule 1.
- 27.2 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.
- 27.3 A Medical Officer eligible for allowances under clause 28 (Rural Medical Practitioner – Living Payment and Allowances) 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 28.4 (Regional and Remote Retention Payment). For the avoidance of doubt, the fortnightly Regional and Remote Attraction Allowance in clause 28.3 is not payable for any period the Medical Officer performs duty in the Correctional Centre.

28. Rural Medical Practitioners – Living Payments and Allowances

- 28.1 In recognition of the social and professional isolation associated with regional and remote service, a Medical Officer holding a classification of Rural Medical Practitioner (RL1.1 to RL5), or Rural Generalist (RGT1 to SRG3), is eligible to receive Regional and Remote Living Payments comprising of a Regional and Remote Attraction Allowance (clause 28.3) and a Regional and Remote Retention Payment (clause 28.4). These payments will be made in accordance with this clause and the rates specified in Schedule 1.
- 28.2 The Regional and Remote Living Payments will be payable in accordance with the following categories:
- (a) Level 1 – A Medical Officer residing in Darwin and performing the majority of their duties in regional and remote areas.
 - (b) Level 2 – A Medical Officer residing in Katherine, Alice Springs or Nhulunbuy and 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 and performing the majority of their duties in regional and remote areas.
- 28.3 The Regional and Remote Attraction Allowance will be paid fortnightly, count for superannuation purposes, and be payable during periods of paid leave. Part-time Medical Officers will be eligible for a pro rata entitlement according to their contracted hours of work.

- 28.4 The Regional and Remote Retention Payment will be paid to the Medical Officer as a lump sum at the completion of each 12 months of service. Part-time Medical Officer will be eligible for a pro rata entitlement according to their contracted hours of work.

Senior Rural Medical Practitioner Allowance

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

Note: The Regional and Remote Attraction Allowance (clause 28.3) is not payable for any period the Medical Officer is working in a Northern Territory Correctional Centre. However, any period worked in the Correctional Centre will count towards achieving the '12 months service' for the purposes of clause 28.4 in accordance with clause 27.

29. Rural Medical Practitioners – Revenue Activity Incentive Payment

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

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

- 29.2 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 Health Service. 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.

- 29.3 The **relevant period** referred to in clause 29.2 is to be no shorter than monthly and not longer than quarterly.
- 29.4 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.
- 29.5 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 Health Service. The payment will be paid to the Medical Officer in a lump sum with salary within six weeks of the conclusion of the relevant period.
- 29.6 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.
- 29.7 The maximum payments specified under clause 29.6 are inclusive of the superannuation guarantee amount due to the Medical Officer with respect to the Revenue Activity Incentive Payment.
- 29.8 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.
- 30. Rural Generalist Trainee Allowance – GDH / KDH**
- 30.1 Subject to this clause, a Rural Generalist Trainee working in Gove District Hospital (GDH) or Katherine District Hospital (KDH) is eligible to receive payment of an allowance at a rate specified in Schedule 1. The allowance is equivalent to 20% of the Rural General Trainee Level 3 (RGT3) ordinary annual base salary.

- 30.2 The allowance will be paid where 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; and
 - (c) is residing in the locality of Katherine or Gove, whichever is applicable.
- 30.3 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
- 30.4 The CEO may approve payment of the allowance to a Rural Generalist Trainee engaged at Alice Springs Hospital or Tennant Creek Hospital where the employee satisfies the requirements of this clause.

31. Professional Development Assistance Package

General

- 31.1 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.
- 31.2 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.

Eligibility for Professional Development Assistance Package

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

- 31.4 Where a Medical Officer is employed for an initial period of less than six 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 six months, provided there is no gap in service greater than two months between the two contracts, the Medical Officer will be eligible to access the professional development assistance package (allowance and leave) from the date at which the Medical Officer has provided six months service, continuous or combined.

Professional Development Allowance

- 31.5 A Medical Officer is eligible to receive a fortnightly Professional Development Allowance in accordance with the rates specified in clause 31.18.
- 31.6 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.
- 31.7 A Medical Officer employed on a contract of employment of between six and 12 months duration, or in circumstances falling under clause 31.4, will be eligible to receive Professional Development Allowance on a pro rata basis according to the Medical Officer's tenure of employment.
- 31.8 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.
- 31.9 Casual employees are not eligible for the allowance.

Additional Professional Development Allowance for Junior Medical Officers

- 31.10 A junior Medical Officer who has exhausted, as demonstrated by documentary evidence, their annual Professional Development Allowance in clause 31.18, may apply for an additional allowance of up to \$3000 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, RL1.1 to RL1.3, RGT1 to RGT2.
 - (b) The Medical Officer can only make one claim for additional Professional Development Allowance per entitlement year up to \$3000.
 - (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.
- 31.11 In addition to reimbursement payments available under clause 31.10, the CEO may approve reimbursement of a Higher Education Loan Payment (HELP) debt of up to

\$3000 for junior Medical Officers, employed in a classification in clause 31.10(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 employed before the commencement of this Agreement may apply for reimbursement if they have at least two years continuous service; and
- (d) existing Medical Officers with less than two years service and new Medical Officers employed after commencement of this Agreement, may apply for reimbursement of their HELP debt after two years continuous service.

Professional Development Leave

- 31.12 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 clause 31.18. 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 11.
- 31.13 Professional Development Leave is inclusive of travel time associated with attendance at the professional development activity.
- 31.14 Any unused portion of the Professional Development Leave may be used by the Medical Officer for additional professional development activities at a later time, provided that the unused portion of the leave will lapse if not used by the Medical Officer within 12 months of eligibility. No payment in lieu of unused Professional Development Leave will be made to the Medical Officer on ceasing employment.
- 31.15 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.
- 31.16 A Medical Officer employed on a contract of employment of between six and 12 months duration, or in circumstances falling under clause 31.4, will be eligible to receive Professional Development Leave on a pro rata basis according to the Medical Officer's tenure of employment.

Note: For example, a Medical Officer employed on a nine month contract would be eligible to receive 9/12^{ths} of the annual professional development leave entitlement.

- 31.17 Notwithstanding clause 31.16, Professional Development Leave entitlements for new Medical Officers will be provided on a pro rata basis from their date of commencement up to 2 January of each year, and no Medical Officer will be entitled to more than the amount prescribed under Column 2 in clause 31.18 in any 12 month period.

31.18 A Medical Officer holding a classification specified in Column 1 is entitled to receive a period of Professional Development Leave as specified in Column 2 and payment of a Professional Development Allowance as specified under Columns 3 to 6 inclusive.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Professional Development Leave – days per annum effective 02.01.14	Professional Development Allowance \$ p.a. effective 11.01.18	Professional Development Allowance \$ p.a. effective 10.01.19	Professional Development Allowance \$ p.a. effective 09.01.20	Professional Development Allowance \$ p.a. effective 07.01.21
Intern MO1*	Nil	3 060	3 137	3 215	3 295
MO2 – MO3*	5	3 060	3 137	3 215	3 295
MO4 – MO5* HMO1-HMO2*	5	6 120	6 273	6 430	6 591
REG1 – REG6*	5 (exams) 5 (other)	9 180	9 410	9 645	9 886
HMO3-HMO6* RL1.1 – RL1.3* RGT1 – RGT2*	5	9 180	9 410	9 645	9 886
SREG1 – SREG2	5 (exams) 5 (other)	12 240	12 546	12 860	13 182
SHMO1 – SHMO2 HMO7 RL3.1 – RL3.2 RL2.1 – RL2.2 RGT3	5	12 240	12 546	12 860	13 182
FEL1	10	12 240	12 546	12 860	13 182
SMO1.1 – SMO1.6 RL3.3 – RL4.3 RG1 – RG3 SRG1 – SRG2	10	18 359	18 818	19 288	19 770
SMO2.1 – SMO2.3 RL4.4 RL5 SRG3	10	24 479	25 091	25 718	26 361

**Additional Professional Development Allowance (up to \$3000 per year) is available to junior Medical Officers. Refer clause 31.10.*

32. Higher Duties Allowance

32.1 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.

- 32.2 An allowance paid for performance of higher duties will be regarded as salary for the purposes of calculation of overtime and excess travelling time.
- 32.3 A Medical Officer who is directed to perform continuous higher duties for at least one day will be regarded as being on higher duties for that whole day.
- 32.4 A Medical Officer who performs the duties of a higher classification will be subject to the conditions of service of the higher classification, including the criteria determined by the Commissioner or this Agreement for advancement beyond a salary barrier point.
- 32.5 A Medical Officer who performs the duties of a higher classification which has a maximum annual salary in excess of the maximum annual salary payable to an Administrative Officer 6, for a period of less than six days will not be paid an allowance, and that period will not count as service at the higher classification level unless the Commissioner determines otherwise.
- 32.6 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 16.1 will be paid an increment in accordance with clause 16 – Salary Progression.
- 32.7 An increment attained by higher duties will be retained for future higher duties at that classification level (or higher).
- 32.8 A Medical Officer who has been directed to perform the duties of a higher classification and is absent on paid leave or observes a public holiday, will continue to receive payment of higher duties allowance during the absence to the extent of the continued operation of the direction. If the period of paid leave is on less than full pay, the higher duties allowance is adjusted accordingly.

33. Accident Allowance

- 33.1 Subject to clause 33.7, a Medical Officer will be paid an allowance equivalent to their ordinary hours of duty salary during a period of absence necessitated by physical injury sustained while on duty:
- (a) because of an act or omission of a Medical Officer (other than the Medical Officer injured) or a person not employed by but performing on behalf of the Northern Territory Government duties similar to those of the Medical Officer injured; or
 - (b) as a result of a defect in material or appliances; or
 - (c) in protecting government property from loss or damage while on duty; or
 - (d) while travelling between their place of residence and their place of work; or
 - (e) while travelling directly between their place of residence or their place of work and an educational institution at which their attendance is required or expected by the Commissioner; or
 - (f) in circumstances in which the actions of the Medical Officer are regarded by the Commissioner as so meritorious in the public interest as to warrant special consideration.

- 33.2 Accident allowance will be paid for an absence necessitated by physical injury of up to four months or a longer period determined by the Commissioner.
- 33.3 The amount of accident allowance payable will be increased by an amount reasonably incurred in transport, medical and hospital expenses as a result of the injury.
- 33.4 A Medical Officer will be paid an allowance equivalent to half their ordinary hours of duty salary during a period of absence of up to three months necessitated by physical injury sustained in circumstances other than those in clause 33.1 and not attributable to wilful misconduct, or a longer period determined by the Commissioner.
- 33.5 A Medical Officer paid an allowance in accordance with clause 33.4 may utilise available personal leave credits on full or half pay to supplement the allowance to the level of their ordinary hours of duty salary.
- 33.6 The amount of accident allowance payable in accordance with clause 33.4 will be increased by an amount reasonably incurred in transport and first aid expenses as a result of the injury.
- 33.7 Accident allowance is not payable where a Medical Officer receives benefits in respect of the injury at the same time under the *Northern Territory Work Health and Safety (National Uniform Legislation) Act 2016* or the *Northern Territory Motor Accidents (Compensation) Act*, as amended, but nothing in this clause will reduce the rights of a Medical Officer under those Acts.
- 33.8 Where an amount of accident allowance or salary in respect of personal leave paid to a Medical Officer is reimbursed to the employer by the party responsible for the injury or their representative, no deduction of accident allowance or personal leave credits will be made from the Medical Officer injured.

34. Meal Allowance

- 34.1 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.

- 34.2 Where a three course meal is obtained by the Medical Officer at a canteen, cafeteria, or dining room conducted, controlled, or assisted by the department, the amount of meal allowance will be the maximum amount for which a three course meal is obtainable at the canteen cafeteria or dining room, in lieu of the amount payable for a meal allowance under clause 34.1.
- 34.3 For the purpose of clause 34.1, a meal period will mean the following periods:
- (a) 0700 to 0900
 - (b) 1200 to 1400
 - (c) 1800 to 1900
 - (d) 2400 to 0100
- 34.4 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.

35. Preserved Entitlement - Northern Territory Allowance

Subject to satisfying the annual review requirements, an employee in receipt of the Northern Territory Allowance on the day prior to the commencement of this Agreement will be eligible to continue to receive the allowance as per By-law 26. In circumstances where the allowance is paid because the employee has established responsibility for dependants in accordance with By-law 26, the allowance will continue to be paid until such time as the employee no longer has those dependants.

PART 6 – HOURS OF WORK, OVERTIME AND RELATED MATTERS

36. Hours of Duty and Shiftwork

36.1 Ordinary hours of duty

- (a) The ordinary hours of duty will as far as practicable be confined to 38 hours per week or an average of 38 hours per week, spread over two, three, or four weeks, within the normal span of 0600 to 1800 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 five hours of the start of their shift.
- (d) Notwithstanding clause 36.1(c), it is recognised that there may be occasions when a meal break cannot be taken within five 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 36.1(c) and an alternative is unable to be programmed under clause 36.1(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.

36.2 Saturday duty

- (a) A Medical Officer, other than a shiftworker defined in clause 36.5(c) who is rostered to perform ordinary duty on a Saturday will be paid at the rate of 50% in addition to the Medical Officer's ordinary rate of pay.
- (b) The period for which the additional payment for Saturday duty is paid will be calculated to the nearest quarter of an hour of the total amount claimed in a fortnightly period.
- (c) The additional payment for Saturday duty will be made in respect of any duty a Medical Officer would have performed had the Medical Officer not been on approved recreation leave.

36.3 Sunday duty

- (a) Sunday pay will be granted for any scheduled duty performed between midnight on Saturday and midnight on Sunday.
- (b) A Medical Officer who performs duty on a Sunday not in excess of the prescribed weekly hours will be paid at the rate of 100% in addition to the ordinary rate of pay.
- (c) A Medical Officer who is required to perform a full day's duty on Sunday in addition to the Medical Officer's prescribed hours of duty for the week will be granted one day off during the six days succeeding that Sunday, and in that case, payment for the Sunday attendance will be one day's pay.
- (d) A Medical Officer required to attend for duty on Sunday who has conscientious scruples against Sunday duty is entitled to seek to furnish a substitute.
- (e) Additional payment for Sunday duty not in excess of prescribed weekly hours will be made for duty a Medical Officer would have performed had the Medical Officer not been on approved recreation leave.

36.4 Public holiday duty

- (a) Public holiday means a holiday as prescribed in clause 43 – 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 36.4(b) for each separate attendance will be four hours in the case of Medical Officers who are not in any restriction situation specified in clause 40.
- (d) For the purposes of clause 36.4(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 36.4(e) the Medical Officer will be paid instead one day's pay at the ordinary rate.

36.5 Shiftwork

- (a) 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.
- (b) 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 two, three or four weeks.
- (c) 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.
- (d) 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.
- (e) Refer to clause 36.9 for the payment of shiftwork penalties during a period of recreation leave.
- (f) The period for which shiftwork payments will be made will be calculated to the nearest quarter of an hour of the total amount worked in a fortnightly period.

36.6 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 four weeks on a shift falling wholly within the hours of 1800 and 0800 – 30%;
 - (iv) ordinary duty performed on a Saturday – 50%;
 - (v) ordinary duty performed on a Sunday – 100%;
 - (vi) ordinary duty performed on a public holiday – 150%.
- (b) The provisions of clause 36.6(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 36.6(b)(i)A.

36.7 The provisions of clause 41 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.

36.8 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 44.3(c) for overtime applicable to part-time employees.

Recreation Leave and Shiftwork Penalties

36.9 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).

36.10 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 six months of shiftwork payments under clause 36.6.
- 36.11 A shiftworker on half pay recreation leave as per Schedule 2.2 will be paid PILS. Such penalties will be calculated based on the period of leave which counts for service in accordance with Schedule 2.2 and will be paid at 50% for the entire period in accordance with Schedule 2.2.
- 36.12 Where an employee has been approved to cash-out their recreation leave in accordance with clause 47.8, payment will be calculated based on the employee's previous six months of shiftwork payments under clause 36.6.

37. Overtime

General Principles - Reasonable Overtime

- 37.1 Subject to clause 37.2, 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.
- 37.2 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 enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the Medical Officer of their intention to refuse it; and
 - (e) any other relevant matter.

General Conditions

- 37.3 Subject to clause 37.4, all Medical Officers are eligible for overtime payments in accordance with this clause.
- 37.4 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 40.7(a), First Roster (clause 40.6(b)) and Clinical Advice by Telephone (clause 40.6(c)) will be entitled to overtime payment in accordance with the Restrictive Duty provisions and this clause.
 - (b) Specialists placed on Second Roster (clause 40.6(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 37.4(a) and 37.4(b).

- 37.5 Overtime is worked by prior direction or, if circumstances do not permit prior direction, is subsequently approved in writing by the CEO.
- 37.6 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.
- 37.7 Medical Officers undertaking authorised/approved duties outside the employee's normal hours will be paid overtime for the time worked. This does not include ward rounds conducted under clause 37.26(b) which are not paid. 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.
- 37.8 The payment for authorised training outside of the Medical Officer's ordinary hours of duty will be paid at single time. This does not include attending a training session under clause 37.26(c) which is not paid.
- 37.9 Overtime is calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.
- 37.10 The divisor for calculation of ordinary hours will be 38 for all purposes.
- 37.11 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.
- 37.12 Payment for excess travelling time for Medical Officers travelling to remote communities will be made in accordance with clause 42.
- 37.13 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

- 37.14 All duty performed in excess of 38 hours per week or an average of 38 hours per week spread over two, three, or four weeks as the case may be, will be paid as overtime at the rate of time and a half on weekdays, double time on Saturdays and Sundays, and double time and a half on public holidays. The overtime penalty is calculated on the hourly rate in clause 37.15 or 37.16, whichever is applicable.

Note: Clause 37.8 - single time rate for training outside ordinary hours.

- 37.15 Subject to clause 37.16, the hourly rate for overtime payment will be ascertained by applying the following formula:

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

- 37.16 In lieu of the hourly rate calculated in clause 37.15, a Specialist on First Roster in accordance with clause 40.6(b) (Restrictive Duty) who is recalled back to the workplace to perform duty shall have their overtime payment in clause 37.14, and minimum

payments in clause 37.20 if applicable, calculated based on the Fixed Hourly Call Back Rate in the table below:

Classification	Specialist Fixed Hourly Call Back Rate		
	Effective commencement date of this Agreement \$	Effective 09.01.2020 \$	Effective 07.01.2021 \$
SMO1.1	100	102	104
SMO1.2	104	106	108
SMO1.3	108	110	112
SMO1.4	112	114	116
SMO1.5	116	118	120
SMO1.6	120	123	126
SMO2.1	124	127	130
SMO2.3	130	133	136
SMO2.3	136	139	142

Note: The hourly rates on commencement of this Agreement above have been calculated by increasing the base hourly rate of each SMO level by a reference rate and rounding down to the nearest whole dollar. The reference rate is equivalent to 10% of the SMO2.3 ordinary hourly base rate (applicable under this Agreement as at 11.01.2018) rounded down to the nearest whole dollar. The rates have been increased by 2.5% in January 2020 and 2021.

Minimum Payment

- 37.17 The minimum payment for each separate overtime attendance, which is not continuous with ordinary duty, will be four hours at the prescribed overtime rate.
- 37.18 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.
- 37.19 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.
- 37.20 A Medical Officer who performs overtime while in a restriction situation under clause 40, will be entitled to a minimum overtime payment of three hours at the prescribed overtime rate.
- 37.21 The minimum payment provisions do not apply to clause 41 – Emergency Duty.

Time Off in Lieu – Sunday Duty

- 37.22 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 37.14 and 37.15.

Unrostered Overtime

- 37.23 A Medical Officer performing additional duty on Saturday, Sunday or a public holiday or outside the employee's ordinary hours will, subject to the Medical Administrator determining that payment is justified, be paid for such duty in accordance with the following provisions.
- 37.24 The Director Medical Services or their delegate, in determining whether payment for such additional duty is justified, will have regard to criteria and such other guidelines as are agreed between the employer and the Federation.
- 37.25 The parties agree that the following guidelines will determine the payment of unrostered overtime to classifications covered by this Agreement and are subject to the following provisions:
- (a) duties related solely to professional commitment to patient care by Medical Officers will not be paid as unrostered overtime;
 - (b) duties of a clinical nature additional to Medical Officers' professional commitment to patient care will entitle Medical Officers to payment as unrostered overtime, provided that:
 - (i) claims for unrostered overtime will be verified by timesheets signed by the relevant supervisor, detailing the reasons for the overtime; and
 - (ii) payment of unrostered overtime will be approved by Medical Administrators in accordance with these guidelines.
- 37.26 Examples of duties which might be considered solely professional commitment and which do not justify payment as unrostered overtime are:
- (a) where a Medical Officer commences duty before 0800 hours and/or continues after 1730 hours; and
 - (b) is present at the hospital voluntarily for the purpose of conducting a ward round or otherwise reviewing patients; or
 - (c) undertakes a training session outside the period specified above; or
 - (d) carries out work of an administrative nature outside the period specified above.
- 37.27 Examples of duties which justify payments as unrostered overtime are:
- (a) where a Medical Officer, during the course of a ward round which has extended past 1730 hours, is required to remain at the hospital to treat a clinical problem of an urgent or serious nature;

- (b) where a theatre session or an afternoon clinic extends beyond 1730 hours;
- (c) where a Medical Officer is required to perform a ward round to check patients who have undergone surgery on the theatre list or to perform a ward round delayed by the lateness of the theatre session or clinic;
- (d) where an anaesthetic registrar is required to return to the hospital on Sundays to make a pre-operative assessment of the condition of patients on theatre lists;
- (e) where a Medical Officer is otherwise required to perform clinical duties outside the hours of 0800 to 1730 Monday to Friday or at any time on a weekend, but not where a Medical Officer is undertaking training, ward rounds, or is involved in lectures or tutorials.

38. Time Off in Lieu of Overtime

- 38.1 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.
- 38.2 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.
- 38.3 Time off in lieu must be utilised within eight 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.
- 38.4 The maximum amount of time off in lieu which can be accrued is 40 hours.
- 38.5 Delayed overtime payments will be calculated in accordance with the Medical Officer's salary as at the time of actual payment.

39. Fatigue Leave

- 39.1 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 nine consecutive hours off duty between those times, may be released after completion of such overtime until the employee has had nine consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 39.2 In circumstances where ordinary work on one day is separated by at least two 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 nine consecutive hours off duty in the same 16 hour period; and

- (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.
 - (c) The Medical Officer may be released from commencing ordinary duty until they have had at least nine 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.
- 39.3 If on the instruction of the CEO the Medical Officer resumes or continues work without having had such nine consecutive hours off duty referred to in clauses 39.1 and 39.2, 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 nine consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (a) Payment under this clause will only apply to a Medical Officer who is entitled to receive overtime under clause 37 of this Agreement.
- 39.4 The provision of clinical advice by telephone will not be considered in granting fatigue leave under clause 39.1 or 39.2 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.*
- 39.5 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.
- 39.6 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 nine 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.
- 39.7 The nine consecutive hours referred to in clauses 39.1 and 39.2 includes reasonable travelling time for travelling from or to the Medical Officer's normal place of employment.

40. Restrictive Duty

Review of Restrictive Duty Arrangements

- 40.1 The parties acknowledge that under normal circumstances the provisions of this Agreement will apply to restrictive duties, but that agreed variations to these arrangements can be made between the parties on a case-by-case basis. Agreed variations may be implemented during the term of the Agreement through a Commissioner's Determination or another appropriate instrument.

40.2 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 Medical Health Service Director a review of the restrictive duty arrangement.

(a) Subject to any delays beyond the control of the Health Service or department, such as receiving information from the applicant, reviews will be completed within six months of receipt of the written request.

(b) Any agreed variations resulting from a review to be implemented in accordance with clause 40.1.

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

General

40.4 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.

40.5 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.

40.6 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

40.7 The rates of payment that will be made to a Medical Officer in any one of the respective categories of restriction situations specified in clause 40.6 are as follows:

(a) Immediate roster

21% of the Medical Officer's ordinary rate of salary converted to an hourly rate, for the period of 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 37 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 37 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 40.6(d) and providing advice and instruction in accordance with that clause;

- B. when not rostered in a category of restriction in accordance with clause 40.6(d) 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.

40.8 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, First Roster and Clinical Advice by Telephone payments: 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 to the nearest quarter of an hour of the total period of restriction to be paid for in each fortnightly period;
 - (iii) the hourly rate of payment will be ascertained by applying the following formula:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{38} \times 21\% \text{ (as prescribed in clause 40.7(a))}$$
- (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 40.7(a) (Immediate Roster), 40.7(b) (First Roster), and 40.7(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 37.

41. Emergency Duty

- 41.1 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 two hours at double time.
- 41.2 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.

42. Excess Travel Time for Travelling to Remote Communities

- 42.1 Medical Officers travelling to remote communities will, subject to approval by the appropriate delegated manager, be granted time off in lieu for excess time spent in travel while on duty. Where time off in lieu cannot be accessed, the appropriate delegated manager will, subject to clauses 42.2 and 42.3, approve payment for the excess time spent in travel at the rate of single time.
- 42.2 The maximum time that may be claimed in any one day may not exceed five hours.
- 42.3 The appropriate delegated manager will not approve a claim under this clause if:
- (a) the time spent in travel is no more than 30 minutes in any one day, or a total of two and a half hours in any pay period;
 - (b) the Medical Officer receives overtime or penalty pay or any other similar payment in relation to the time spent travelling.
- 42.4 A Specialist 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.

43. Public Holidays

- 43.1 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).
- 43.2 A Medical Officer will observe any day or part day that is a public holiday where the employee is based for work purposes.
- 43.3 However, the CEO may request a Medical Officer to work on a public holiday, if the request is reasonable.
- 43.4 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.
- 43.5 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 employer's workplace or enterprise (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.

44. Part-Time Employment

44.1 No Medical Officer who is currently employed on a full-time basis will be required to convert to part-time employment or transfer without their consent to enable part-time employment.

44.2 At the time of engagement, or of conversion from full-time employment, the CEO and the Medical Officer will agree, in writing, a regular pattern of part-time work (agreed hours), specifying at least the hours worked each day, which days of the week the Medical Officer will work and the actual starting and finishing times each day.

44.3 The following applies to part-time employment:

- (a) 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 employee, except where the employee is a shiftworker; or
 - (ii) is beyond the length of time the employee is normally required to work on the day concerned as per the employee's contracted hours of employment. That is, the additional hours worked about the normal ordinary hours rostered to be worked on that day (e.g. employee is normally rostered for eight 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 44.3(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 four hours on any day the employee 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 44.3(d);
- (f) a part-time Medical Officer will be entitled to all conditions of employment applicable to a full-time Medical Officer on a pro rata basis; and
- (g) incremental progression for part-time Medical Officers will be in accordance with clauses 15 and 16 of this Agreement.

45. Best Work Practice Standards

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

- (a) a 1:3 maximum on-call participation by medical staff;
- (b) rest relief periods of eight 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 39 Fatigue Leave provisions for rest breaks after working overtime.

- (c) rosters and overtime arrangements will conform with safe working practices;
- (d) in any two week period, a maximum of 60 hours of combined rostered overtime and claimed unrostered overtime;
- (e) at least six full days (24 hrs) off, to be scheduled in any 28 day period, four days of which being allocated as not less than 48 hour continuous breaks.

45.2 Flexibility provisions

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

45.3 Monitoring

The parties agree that the monitoring of the Best Practice Work Standards will be carried out at each workplace and propose that the Dispute Settling Procedures in clause 9 be followed to resolve any alleged breach of the Standards.

46. Reasonable Workload Management

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

46.2 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.

46.3 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.

46.4 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.

46.5 Subject to clause 46.4, the department or relevant Health Service 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.

46.6 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.

46.7 Management will respond in writing to the Medical Officer/s concerned in a timely manner.

PART 7 – LEAVE AND RELATED MATTERS

47. Recreation Leave

47.1 Relationship with By-laws and other instruments

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

47.2 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
- (c) **year** means a calendar year.

47.3 Recreation Leave

- (a) A Medical Officer (except for a casual Medical Officer) is entitled to:
 - (i) four weeks paid recreation leave per year;
 - (ii) an additional two 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 47.3(a)(iii).
 - (iii) an additional seven consecutive days including non-working days paid recreation leave per year for a seven 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 three hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in clause 47.3(a)(iii).

47.4 Accrual of Leave

- (a) A Medical Officer's entitlement to paid recreation leave accrues progressively during a year of service according to the Medical Officer's ordinary hours of work.
- (b) If a Medical Officer takes unpaid leave that does not count as service, leave will not accrue for that period.

Note: A Medical Officer who has taken unpaid leave that does count for service will accrue leave for that period.

- (c) A part-time Medical Officer will accrue recreation leave on a pro rata basis in accordance with 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.

47.5 Granting of Leave

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

47.6 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under Schedule 2), the Medical Officer is entitled to 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.

47.7 Excess Leave

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

47.8 Cash-out of Leave

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

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

47.9 Illness During Leave

Where a Medical Officer becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 50 (Personal Leave), the CEO may grant sick leave and authorise the equivalent period of recreation leave to be re-credited.

47.10 Payment in Lieu

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

48. Christmas Closedown

- 48.1 The CEO will consult with relevant Medical Officers where the department, or part of the department, will close down for a nominated period and that closedown will occur provided that:
- (a) at least three 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.
- 48.2 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 two months notice to cover the closedown period.
- 48.3 Medical Officers affected by the closedown period must use either recreation leave, time off in lieu or flextime credits to cover the closedown period.
- 48.4 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 or flextime credits to be accrued to cover the closedown period.
- 48.5 If a Medical Officer has insufficient accrued recreation leave entitlements, time off in lieu or flextime credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

49. Recreation Leave Loading

49.1 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 49.1(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 June 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 49.1(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.

49.2 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 49.2(b) will be the salary payable had the Medical Officer been employed on 1 January of that year.

49.3 Automatic cash-out

- (a) Where a Medical Officer has two or more recreation leave loadings, the following automatic payment provisions will apply:
 - (i) the common cash-up date for the automatic payment of recreation leave loadings is the second payday in January of each year or in any case by the end of January each year;
 - (ii) a Medical Officer with two accrued recreation leave loadings as at 1 January will have one recreation leave loading automatically paid on the common cash-up date of that year;
 - (iii) a Medical Officer with three or more accrued recreation leave loadings as at 1 January will have two recreation leave loadings automatically paid on the common cash-up date of that year;

- (iv) recreation leave loadings will be paid in the order of accrual; and
 - (v) recreation leave loadings will continue to be taxed in accordance with current Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.
- (b) The automatic payment of recreation leave loadings will not apply to shiftworkers.

50. Personal Leave

50.1 Relationship with By-laws and other instruments

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

50.2 General

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

50.3 Definitions

For the purpose of this clause:

- (a) **child** means birth, adopted, step or adult child;
- (b) **de facto partner** means:
 - (i) a person who, although not legally married to the employee, lives with the Medical Officer in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) includes a former de facto partner of the Medical Officer.
- (c) **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.
- (d) **medical certificate** means a certificate signed by a registered health practitioner;
- (e) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement;
- (f) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type); and
- (g) **spouse** includes a former spouse.

50.4 Paid personal leave entitlement

- (a) An ongoing full-time Medical Officer is entitled to:
 - (i) three weeks paid personal leave on commencement of employment; and
 - (ii) three weeks paid personal leave annually on the anniversary of the Medical Officer's commencement date subject to clause 50.4(g) (deferral of leave entitlements).
- (b) A fixed period full-time Medical Officer is entitled to:
 - (i) two days paid personal leave on commencement of employment;
 - (ii) up to one week of paid personal leave for each period of two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and
 - (iii) three weeks paid personal leave annually on the anniversary of the Medical Officer's commencement date.
- (c) Where a Medical Officer is employed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 50.4(a) will be taken to have applied from the date of commencement of fixed period employment, and the Medical Officer's personal leave record will be adjusted accordingly.
- (d) A part-time Medical Officer is entitled to paid personal leave on a pro rata basis in accordance with their agreed hours of work.
- (e) Casual Medical Officers are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) A Medical Officer's paid personal leave entitlement will be deferred by any period of:

- (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 50.8;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.
- (h) A Medical Officer may elect to access personal leave at half pay where the absence is at least one day.

50.5 Unpaid Carer's Leave – casual Medical Officers

- (a) Casual Medical Officers are entitled to two days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clause 50.7 and 50.8.
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to two 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 50.5(a).

50.6 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 two 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 two 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 50.6(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 50.6 is subject to the notice and evidence requirements in clauses 50.7 and 50.8.

50.7 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.

50.8 Documentation Requirements

- (a) A Medical Officer must apply for personal leave in the form required by the CEO as soon as it is reasonably practicable for the Medical Officer to make the application.
- (b) Subject to clause 50.8(d), 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 50.2(a)(i) (sick leave) a Medical Officer must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) if it is not reasonably practicable for the Medical Officer to access a registered health practitioner to obtain a medical certificate because they reside 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.
- (c) Subject to clause 50.8(d) 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 50.2(a)(ii) (carer's leave), a Medical Officer must, as soon as reasonably practicable, provide the CEO with:
 - (i) evidence which may include 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) other relevant documentary evidence stating the unexpected emergency, and that this unexpected emergency required the Medical Officer's care or support.
 - (iii) A CEO may request further additional evidence about the requirement to provide care or support where the Medical Officer is on personal leave.
- (d) A Medical Officer may access personal leave without providing documentary evidence, up to a maximum of five days or the equivalent number of hours of duty per personal leave year, provided that no more than three of those days may be consecutive working days or the equivalent number of hours of duty.
 - (i) Shiftworkers: For the purposes of clause 50.8(d), a shiftworker may access personal leave without providing documentary evidence up to a maximum of the Medical Officer's weekly ordinary hours or five shifts

whichever is greater, provided that no more than three of those shifts may be consecutive working days.

50.9 Personal Leave Whilst on Other Forms of Leave

- (a) Subject to the requirements of the parental leave provisions and clauses 50.7 (Notice) and 50.8 (Documentation) 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.

50.10 Medical Examination at the Direction of the CEO

- (a) The CEO may direct a Medical Officer to attend an examination by a registered health practitioner 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 50.10(a) who is:
 - (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;
 - (ii) a Medical Officer other than one to which clause 50.10(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known; and

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

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

50.11 Infectious Disease

Where a Medical Officer produces documentary evidence that:

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

the CEO may grant

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

50.12 War Service

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

50.13 Personal Leave – Workers Compensation

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

51. Compassionate Leave

51.1 Relationship with By-laws and other instruments:

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

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

51.3 Definitions

For the purpose of this clause:

- (a) **child:** see clause 50.3(a);
- (b) **de facto partner:** see clause 50.3(b);
- (c) **immediate family:** see clause 50.3(c);
- (d) **spouse:** see clause 50.3(g).

51.4 Subject to the notice and evidence requirements in clauses 51.5 and 51.6, in the event of the death of, or an illness or injury posing a serious threat to the life of a Medical Officer's immediate family or household member a Medical Officer is entitled to:

- (a) three days paid compassionate leave on each occasion; or

- (b) two days unpaid compassionate leave in the case of a casual Medical Officer.
- (c) Such 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.
- (d) The CEO may grant an additional period of unpaid compassionate leave.

51.5 Notice Requirements

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

51.6 Documentation Requirements

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

52. Long Service Leave

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

53. Parental Leave

53.1 Relationship with By-law and other instruments

This clause sets out all entitlements in relation to parental leave, and replaces all By-law provisions relating to maternity, paternity/partner, and adoption leave.

53.2 Application

Full-time, part-time and eligible casual employees are entitled to parental leave under this clause if the leave is associated with:

- (a) the birth of a child of the employee or the employee's spouse (includes a child born of a surrogacy arrangement); or
- (b) the placement of a child with the employee for adoption; and

the employee has or will have a responsibility for the care of the child.

53.3 Definitions

For the purposes of this clause:

- (a) **appropriate safe job** means a safe job that has:
 - (i) the same ordinary hours of work as the employee's present position; or
 - (ii) a different number of ordinary hours agreed to by the employee.
- (b) **child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse in relation;

- (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with an employee.
- (c) **continuous service** in relation to a period of service by an employee, means a period of service with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth, or the Northern Territory.
- (d) **day of placement** refers to the adoption of a child and means the earlier of the following days:
 - (i) the day on which the employee first takes custody of the child for the adoption;
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (e) **de facto partner** means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and includes a former de facto partner of the employee.
- (f) **eligible casual employee** means a casual employee engaged by the employer on a regular and systematic basis for a sequence of periods of employment during 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. there was not more than three months break between the two engagements; and
 - C. the length of the two engagements is at least 12 months.
- (g) **employee couple** means a couple who are accessing the benefits of clause 53.14 both of whom are NTPS employees and have completed a minimum of 12 months continuous service and whom are both eligible for paid parental leave whether under primary caregiver parental leave or the partner leave provisions.
- (h) **medical certificate** means a certificate signed by a medical practitioner.
- (i) **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.
- (j) **primary caregiver** means the person who is the primary carer of a newborn or newly adopted child at the time of birth or adoption and who continues to be the primary carer immediately following birth or day of placement. The primary carer is the person who meets the child's physical needs more than anyone else.

Only one person can be the child's primary carer. In most cases, the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

- (k) **spouse** includes a de facto partner or former spouse.

53.4 General Conditions

- (a) Except where otherwise stated in this clause, parental leave is available to only one parent at a time in a single continuous period.
- (b) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.
- (c) During a period of parental leave relating to the birth or adoption of a child an employee may require parental leave for the birth or adoption of a subsequent child. An employee can elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

53.5 Types of Parental Leave

Parental leave entitlements are summarised in the following table:

	Paid Leave	Unpaid Leave	Total	Refer Clause
Primary Caregiver Parental Leave – <i>commences before or from birth or day of placement (adoption)</i>				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	53.6(b)
At least 12 months and less than 5 years continuous service	14 weeks (or 28 weeks half pay)	142 weeks	156 weeks (3 years)	53.6(c)(i)
5 or more years continuous service	18 weeks (or 36 weeks half pay)	138 weeks	156 weeks (3 years)	53.6(c)(ii)

	Paid Leave	Unpaid Leave	Total	Refer Clause
<i>Pro rata paid primary caregiver parental leave</i>				
5 years continuous service achieved during first 18 weeks of parental leave	14 weeks + pro rata paid leave applicable after reaching 5 years continuous service (up to 4 weeks)	142 weeks minus any pro rata paid leave	156 weeks (3 years)	53.6(c)(iii)
12 months continuous service achieved during first 14 weeks of parental leave	Pro rata paid leave applicable after reaching 12 months continuous service (up to 14 weeks)	52 weeks minus any pro rata paid leave	52 weeks	53.6(d)
Partner Leave				
<i>Up to 8 weeks leave associated with time of birth/adoption (or in separate periods in first 12 months) where employee's partner is primary caregiver, as defined in this Agreement, at time of birth/placement.</i>				
Less than 12 months continuous service or eligible casual employee	0	8 weeks	8 weeks	53.7(b)(i)
At least 12 months and less than 5 years continuous service	1 week (or 2 weeks at half pay)	7 weeks	8 weeks	53.7(b)(ii)
5 or more years continuous service	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks	53.7(b)(iii)
<i>Longer partner leave: up to 3 years or 12 months – employee is not primary caregiver as defined in this Agreement – may commence at a time after birth or day of placement – must end within 3 years or 24 months of birth/adoption (whichever is applicable)</i>				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	53.7(c)(i)

	Paid Leave	Unpaid Leave	Total	Refer Clause
At least 12 months continuous service	0	156 weeks (3 years)	156 weeks (3 years)	53.7(c)(ii)
<i>In relation to longer Partner Leave, an employee with at least 12 months continuous service may be eligible for some paid leave in the period up to 14 or 18 weeks since birth/placement. (See clauses 53.7(d) and 53.7(e)).</i>				
Pre-Adoption Leave - All employees (including casuals)	-	2 days	2 days	53.9
Special Maternity Leave	Refer clause 53.10			
Paid no safe job leave - Full-time / part- time employees and eligible casual employees	The 'risk period' as per medical certificate	0	The 'risk period' as per medical certificate	53.13(a)
Unpaid no safe job leave - Casual employees	0	The 'risk period' as per medical certificate	The 'risk period' as per medical certificate	53.13(b)

53.6 Primary Caregiver Parental Leave

- (a) Only one parent can receive primary caregiver parental leave entitlements in respect to the birth or the adoption of their child. An employee cannot receive primary caregiver parental leave entitlements:
- (i) if their spouse is, or will be, the primary caregiver at, and immediately following, the time of the birth or day of placement of their child;
 - (ii) if the employee has taken, or is eligible for, partner leave entitlements under clause 53.7 in relation to their child; or
 - (iii) if they are a casual employee, other than an eligible casual employee.

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.

- (b) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, who will be the primary caregiver of their child is entitled to up to 52 weeks unpaid parental leave.
- (c) An employee who has completed at least 12 months continuous service at the time of commencing parental leave and who will be the primary caregiver of

their child is entitled to up to three years primary caregiver parental leave, comprising:

- (i) where continuous service completed at the time of commencing parental leave is at least 12 months and less than five years: 14 weeks paid parental leave and 142 weeks unpaid parental leave; or
- (ii) where continuous service completed is five or more years at the time of commencing parental leave: 18 weeks paid parental leave and 138 weeks unpaid parental leave; or
- (iii) where the employee will achieve five years continuous service (the qualifying period) during the first 18 weeks of their parental leave: the first 14 weeks will be paid and the portion of leave (up to 4 weeks) after the end of the qualifying period will be paid. Any remaining balance, up to three years, will be unpaid parental leave.
 - A. The employee is not entitled to receive more than 18 weeks paid parental leave.
 - B. With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 18 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable an employee to access the pro rata paid leave in clause 53.6(c)(iii).

For example: During their primary caregiver parental leave an employee achieves five years continuous service at the end of week 15. The employee is entitled to paid parental leave for the first 14 weeks, unpaid leave in week 15, and three weeks paid leave in weeks 16 to 18. The balance of 139 weeks primary caregiver parental leave available to the employee will be unpaid.

- (d) Unless clause 53.6(e) applies, an employee who will achieve 12 months continuous service (the qualifying period) during the first 14 weeks of their parental leave and who will be the primary caregiver of their child is entitled to up to 52 weeks of parental leave, comprising:
 - (i) unpaid parental leave from commencement of parental leave until the time the employee has achieved 12 months continuous service; and
 - (ii) paid parental leave for any period after the qualifying period and up to 14 weeks from the commencement of parental leave; and
 - (iii) unpaid parental leave, up to 52 weeks, for the remaining balance.
 - (iv) The employee is not entitled to receive more than 14 weeks paid leave.
 - (v) With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 14 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable the employee to access the pro rata paid leave in clause 53.6(d).

For example: During their primary caregiver parental leave an employee achieves 12 months continuous service at the end of week three. The employee is entitled to unpaid parental leave for the first three weeks, 11 weeks paid parental leave in weeks four to 14. The balance of 38 weeks primary caregiver parental leave available to the employee will be unpaid.

- (e) Paid leave for employees with less than 12 months continuous service in certain circumstances

An employee with less than 12 months continuous service, excluding casual employees, at the time of commencing their primary caregiver leave will be entitled to up to 14 weeks paid parental leave from the commencement of parental leave where:

- (i) the employee was previously employed with the department and ceased that employment contract to undertake mandatory training requirements, in relation to their vocational training program leading to a fellowship of a specialist medical college (e.g. Registrar), outside of the NTPS (e.g. intrastate or interstate) and then recommenced with the department; and
- (ii) the employee must have ceased with the department and within two months of the cessation date commenced with the new employer for mandatory training purposes and then re-commenced employment with the department within two months of completing the employment contract in relation to the mandatory training requirements. The Commissioner may approve periods in excess of two months in exceptional circumstances.
- (iii) The CEO may require an employee to produce documentary evidence of the mandatory training requirements necessitating training being undertaken outside of the NTPS.
- (iv) The paid leave under this clause may be taken at half pay and does not extend the employee's period of parental leave under clause 53.6(b) (i.e. employee is entitled to 52 weeks parental leave comprising 14 weeks paid leave and 38 weeks unpaid leave).

Note: An employee with less than 12 months continuous service who is not eligible for paid Primary Caregiver Leave in the certain circumstances under clause 53.6(e) may be eligible for the paid longer Partner Leave in clause 53.7(f).

- (f) Commencement of Primary Caregiver Parental Leave

- (i) An employee who is pregnant may commence primary caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the child. The period of parental leave must commence no later than the date of the birth of the child.
- (ii) An employee who is adopting a child may commence primary caregiver parental leave at any time in the two weeks before the day of placement.

- (iii) In all other cases, primary caregiver parental leave commences on the date of birth or day of placement of the child.
- (g) Where an employee's child dies during a period of primary caregiver leave, the employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of clause 53.18 apply.
- (h) An employee is not entitled to primary caregiver leave unless the notice and evidence requirements in clause 53.8 have been complied with.

53.7 Partner Leave

- (a) Partner leave is available to an employee who will have a parental responsibility for the care of their child but who is not the primary caregiver. Subject to applicable notice and evidence requirements, an employee may access:
 - (i) Up to eight weeks partner leave within the first 12 months of the birth or adoption of their child, taken at the same time employee's spouse may be on leave, which can be taken in one block or broken into separate periods (refer clause 53.7(b)); and
 - (ii) where employee requires a longer period of partner leave, up to 12 months or 3 years depending on the employee's years of continuous service (refer clause 53.7(c)).

Note: The longer period of partner leave must be taken in a single continuous period unless the employee is accessing the combined parental leave provisions in clause 53.14.

Eight Weeks Partner Leave

- (b) An employee is entitled to up to 8 weeks partner leave, comprising:
 - (i) where continuous service is less than 12 months at the time of commencing partner leave, or an eligible casual employee: eight weeks unpaid partner leave; or
 - (ii) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: one week paid partner leave and seven weeks unpaid partner leave; or
 - (iii) where continuous service completed is five or more years at the time of commencing partner leave: two weeks paid partner leave and six weeks unpaid partner leave.
 - (iv) The eight week leave entitlements:
 - A. are an exception to the rule that parental leave is to be available to only one parent at a time in a single continuous period;
 - B. are to be taken in the first 12 months from date of birth or day of placement of the child;

- C. may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption. The CEO and employee may agree to alternative arrangements regarding commencement of partner leave;
- D. can be taken in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise;
- E. requires the employee to give notice to the CEO at least 10 weeks before first starting the leave, and at least four weeks notice before starting any subsequent period of leave. If that is not practicable, as soon as practicable, which may be a time after the leave has started; and
- F. the notice must specify the intended start and end dates of the leave.

12 Months or Three Years Partner Leave (Longer Partner Leave)

- (c) An employee is entitled to a period of longer partner leave as follows:
 - (i) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, up to 12 months unpaid parental leave, provided such leave must end within 24 months of the date of birth or day of placement of their child.
 - (ii) An employee with at least 12 months continuous service at the time of commencing parental leave up to three years unpaid parental leave, provided such leave must end within three years of the date of birth or day of placement of their child.
 - (iii) Partner leave may commence at a date later than the date of birth or day of placement of their child but must not extend beyond specified limits under this clause.
 - (iv) An employee is not entitled to the longer partner leave unless the notice and evidence requirements in clause 53.8 have been complied with.
- (d) An employee who is eligible for the longer partner leave (i.e. up to three years unpaid leave) in clause 53.7(c)(ii) may be entitled to have a portion of their longer partner leave under that clause paid, subject to the following:
 - (i) the employee is not entitled to the Combined Parental Leave entitlements in clause 53.14;
 - (ii) the employee's spouse was the primary caregiver at and immediately following the time of the birth or placement of the child;
 - (iii) the employee's spouse has ceased to be the primary caregiver (e.g. returned to work) before the child is 14 weeks old or within 14 weeks from placement in the case of adoption;

- A. The reference to '14 weeks' in clause 53.7(d)(iii) to be read as '18 weeks' where an employee has five or more years continuous service at the time of commencing longer partner leave.
- (iv) as a consequence of the employee's spouse no longer able to be the primary caregiver (e.g. returning to work), 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;
- (v) the notice and evidence requirements for taking longer partner leave in clause 53.7(c) have been complied with; and
- (vi) the amount of paid leave available is as per clause 53.7(e).
- (e) An employee eligible for paid longer partner leave under clause 53.7(d) may access a period of paid leave as follows
 - (i) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 14 weeks from the birth or placement of the child; or
 - (ii) where continuous service completed is five or more years at the time of commencing partner leave: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 18 weeks from the birth or placement of the child.

For example: An employee's spouse, who is not an NTPS employee, gives birth to a child and is off work for six weeks after the child is born as the primary caregiver. The NTPS employee (the child's other parent) has over five years of continuous service and takes two weeks paid partner leave when the baby is born. When the child is six weeks old the employee's spouse returns to their non-NTPS job and the NTPS employee takes longer partner leave to take over care of the couple's child. NTPS employee would be paid for 12 weeks of the longer partner leave after providing evidence showing that their spouse had ceased to be primary caregiver. This payment covers the period from the seventh to the eighteenth week following the birth of the child.

- (f) An employee, excluding a casual employee, who:
 - (i) is eligible for longer partner leave in clause 53.7(c)(i) (i.e. up to 12 months unpaid leave); and
 - (ii) who meets the requirements as specified in clause 53.6(e)(i) to 53.6(e)(iii) (i.e. the employee leaves the department to undertake mandatory training requirements and then recommences employment)

will receive the paid partner leave entitlements (up to 14 weeks) in accordance with clauses 53.7(d) and 53.7(e)(i) as if the employee had completed 12 months continuous service at the time of commencing parental leave.

53.8 Notice and Evidence Requirements

- (a) An employee must give the CEO the following notice and evidence in relation to parental leave under clause 53.6 (primary caregiver) or clause 53.7(c) (longer partner leave):
 - (i) At least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates.
 - (ii) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the CEO of any changes to the notice provided in clause 53.8(a)(i), unless it is not practicable to do so.
 - A. At this time, the employee must also provide a statutory declaration stating that the employee will become either the primary caregiver (relates to primary caregiver leave) or have a responsibility for the care of the child (relates to partner leave), as applicable, at all times whilst on leave.
 - (iii) The employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstance. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.
- (b) An employee who has given the CEO notice of the taking of parental leave must give the CEO evidence that would satisfy a reasonable person:
 - (i) if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or
 - (ii) if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child.
- (c) Without limiting clause 53.8(b), the CEO may require the evidence to be a medical certificate.
- (d) An employee applying for paid partner leave under clauses 53.7(d) and 53.7(e) will be required to provide the CEO with evidence that would satisfy a reasonable person that the employee's spouse is no longer able to be the primary caregiver of the couple's child.

53.9 Pre-adoption Leave

- (a) This clause applies to employees, eligible casual employees and casual employees.
- (b) An employee seeking to adopt a child is entitled to up to two days unpaid leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- (c) Such leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.

- (d) An employee must provide the CEO with notice of the taking of leave under this clause as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
- (e) The CEO may require the employee to provide satisfactory evidence supporting the pre-adoption leave.

53.10 Special Maternity Leave

- (a) This clause applies where a pregnant employee, including an eligible casual employee, has not yet commenced parental leave and the employee requires special maternity leave because:
 - (i) the employee has a pregnancy-related illness; or
 - (ii) the employee has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (b) 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.
- (c) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary.
- (d) Special maternity leave must end before the employee starts primary caregiver leave.
- (e) Special maternity leave taken by the employee because the employee has a pregnancy-related illness:
 - (i) will be unpaid;
 - (ii) must end before the employee starts any period of primary caregiver parental leave; and
 - (iii) will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (f) Special maternity leave taken by the employee in all other circumstances permitted under this clause will be:
 - (i) unpaid if the pregnancy ends more than 20 weeks before the expected date of birth;
 - (ii) unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the employee has not completed 12 months continuous service, or is an eligible casual employee, at the time of commencing leave; or
 - (iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has

completed 12 months continuous service at the time of commencing leave; or

- (iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed five years continuous service at the time of commencing leave.
- (g) Where an employee's qualifying period of 12 months continuous service referred to in clause 53.10(f)(iii) ends within 14 weeks of the date on which the employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period
- (h) Where an employee's qualifying period of five years continuous service referred to in clause 53.10(f)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional leave (up to four weeks) will only apply for that period of the 18 week period commencing after the end of the qualifying period.
- (i) To be entitled to special maternity leave an employee must as soon as is reasonably practicable, give the CEO a written application stating the date on which the employee proposes to commence the leave and the period of leave to be taken; and
 - (i) in the case of special maternity leave taken because of pregnancy-related illness, a medical certificate from a medical practitioner stating that the employee is unfit to work for a stated period because of a pregnancy related illness; or
 - (ii) in the case of special maternity leave taken in all other circumstances permitted under this clause, a medical certificate from a medical practitioner stating that:
 - A. the employee's pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child; and
 - B. the employee will be unfit for work for a stated period.

53.11 Continuing to Work While Pregnant

- (a) Where an employee continues to work within the six week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that the employee is fit to work their normal duties.
- (b) The CEO may require the employee to start parental leave if the employee:
 - (i) does not give the CEO the requested medical certificate within seven days after the request; or
 - (ii) within seven days after the request for the certificate, give the CEO a medical certificate stating that the employee is unfit for work.

53.12 Transfer to an Appropriate Safe Job

- (a) 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 in their present work for a stated period (the risk period), 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.
- (b) An employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until commencement of parental leave.
- (c) During the risk period the employee is entitled to the employee's base rate of pay (for the position the employee was in before the transfer) for the ordinary hours that the employee works in the risk period.
- (d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

53.13 No Appropriate Safe Job Leave (Paid / Unpaid)

- (a) Paid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is entitled to primary caregiver leave; and
- (ii) the employee has complied with the notice and evidence requirements of clause 53.8 for taking parental leave;

then the employee is entitled to paid no appropriate safe job leave for the risk period.

- (b) Unpaid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is not entitled to primary caregiver leave; and
- (ii) if required by the CEO, the employee has provided a medical certificate certifying of the pregnancy;

then the employee is entitled to unpaid no appropriate safe job leave for the risk period.

53.14 Combined Parental Leave

- (a) An employee couple (as defined in clause 53.3(g)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements

provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three years from the commencement of the leave.

- (b) Combined Parental Leave is subject to:
 - (i) compliance with all applicable notice and evidence requirements for taking parental leave under this clause;
 - (ii) the eight week partner leave entitlement (where both employees take parental leave at the same time) being used by the employee couple for a maximum of eight weeks and in accordance with partner leave provisions as set out in clause 53.7(b);
 - (iii) the balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which the employee has stated that they will have a responsibility for the care of the child for the total remaining unpaid leave balance;
 - (iv) a maximum of two interchanges of employees sharing the combined parental leave;
 - (v) where an employee couple combine 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, the employee shall be paid at their salary for the period of leave; and
 - (vi) both employees need to apply for and utilise parental leave.

53.15 Parental Leave at Half Pay

- (a) This clause does not apply to paid longer term partner leave under clause 53.7(d).
- (b) An employee who is entitled to paid parental leave may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (c) Where an employee utilises half pay parental leave:
 - (i) 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.
 - (ii) salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and
 - (iii) the maximum period of parental leave will not be extended.

53.16 Access to Other Leave Entitlements While on Parental Leave

- (a) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (b) Taking other paid leave in conjunction with parental leave:
 - (i) does not break the continuity of the period of parental leave; and
 - (ii) the maximum period of parental leave will not be extended.

53.17 Employment While on Parental Leave

- (a) NTPS employment (other than keeping in touch days)

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) Keeping in touch days
 - (i) During a period of parental leave an employee may agree to attend the workplace on up to 10 separate occasions (up to one day per occasion) so as to keep in touch with developments in the workplace (for meetings and training etc.) in order to facilitate a return to employment at the end of the period of leave.
 - (ii) Payment for keeping in touch days:
 - A. during unpaid leave: an employee will be paid their normal salary for the days (or part days) work is performed; or
 - B. during paid parental leave: an employee will be paid their normal salary for the days (or part days) work is performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.
 - (iii) After considering all the circumstances, including any employment under clause 53.17(a), the CEO may approve an amount of keeping in touch days in excess of 10 days.
- (c) An employee on unpaid parental leave may only engage in outside employment in accordance with the PSEM Act.
- (d) Employment under this clause during a period of parental leave will not:
 - (i) prevent the employee from re-commencing parental leave; or
 - (ii) extend the maximum period of parental leave.

53.18 Consultation and Communication During Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce substantial change at the workplace, the CEO will take reasonable steps to:
 - (i) make information available; and
 - (ii) provide an opportunity for the employee 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.
- (b) The employee will take reasonable steps to inform the CEO about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis in accordance with clause 53.19(e).

53.19 Returning to Work After a Period of Parental Leave

- (a) An employee who will be, or is, the birth giver and who elects to return to work during the six weeks following the birth of their child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to Work Early
 - (i) During the period of parental leave an employee may return to work at any time as agreed between the CEO and the employee.
 - (ii) A written application requesting an early return to work must be made at least:
 - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period of 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.
 - (iii) Responses to the employee's request must be in accordance with clause 53.21.
- (c) Returning to Work at Conclusion of Leave

An employee must notify the CEO in writing prior to the expiration of parental leave that the employee intends to return to work. Notice must be given at least:

 - (i) four 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.
- (d) Returning to Pre-parental Position

An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an employee who:

 - (i) was transferred to an appropriate safe job under clause 53.12 prior to commencing leave, to the position held immediately prior to such transfer; or
 - (ii) was promoted to a new position during the period of parental leave, to the new position.
- (e) Returning to Work Part-time
 - (i) To assist in reconciling work and parental responsibilities, if agreed between the CEO and the employee, the employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such a request is not made less than eight weeks prior to the date that the employee is due to return to work.
 - (ii) Part-time employment will be facilitated in accordance with clause 44 (Part-time employment).
 - (iii) Responses to requests will be in accordance with clause 53.21.

53.20 Extend Period of Parental Leave

Note: An employee who has initially taken three years parental leave (i.e. the maximum parental leave entitlement), is not entitled to extend their period of parental leave under this clause.

- (a) In this clause a reference to 'parental leave' means primary caregiver parental leave under clause 53.6 or the longer term partner leave under clause 53.7(c), whichever is applicable.
- (b) If an employee initially requested less than 12 months of parental leave they can extend their leave up to 12 months from time of commencing their leave (e.g. from six months to 12 months). This extension is a right and cannot be refused by the CEO if written notice of at least four weeks is given by the employee before the employee's expected return to work.
- (c) Any further extension (e.g. from 12 months to 18 months; from 12 months to 30 months) is by agreement between the CEO and employee, provided that:
 - (i) employees with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, cannot extend parental leave beyond 24 months after the date of birth or day of placement of their child; or

- (ii) employees with at least 12 months continuous service at the time of commencing parental leave cannot extend parental leave beyond three years after the date of birth or day of placement of their child.
- (d) If an employee, who is eligible for up to three years parental leave, initially requested more than 12 months of parental leave, they can request an extension by giving 12 weeks notice before their expected return to work.
 - (i) If required, an employee may request one more extension up to a total of three years.
 - (ii) An employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.
- (e) Responses to requests to extend parental leave under this clause will be in accordance with clause 53.21.
- (f) Any additional parental leave granted under this clause will be unpaid.

53.21 CEO's Consideration of Employee's Request

- (a) This clause applies to an employee's request to return to work early (clause 53.19(b)), work part-time (clause 53.19(e)) or extend parental leave (clause 53.20).
- (b) The CEO will consider the request and respond in writing within 21 days having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to:
 - excessive cost of accommodating the request;
 - that there is no capacity to reorganise work arrangements of other employees to accommodate the request;
 - the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;
 - that there would be significant loss of efficiency or productivity;
 - that there would be a significant negative impact on customer service.
- (c) The employee's request and the CEO's decision in respect of the request must be recorded in writing.

53.22 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.

- (b) Before a CEO engages a replacement employee the CEO must inform that person:
 - (i) of the temporary nature of the employment;
 - (ii) of the return to work rights of the employee who is being replaced; and
 - (iii) of the rights of the CEO to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

53.23 Effect of Parental Leave on Service

- (a) A period of parental leave does not break an employee's continuity of service.
- (b) Subject to clause 53.23(c), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 53.16 will count as service.
- (c) Where any employee elects to take paid parental leave at half pay in accordance with clause 53.15, only the first one week, two weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.
- (d) Unless otherwise provided in this clause, any period of unpaid parental leave will not count as service.

53.24 Superannuation Contributions During Period of Parental Leave

- (a) This clause applies to an employee who is entitled to at least 14 weeks paid primary caregiver leave and who takes unpaid primary caregiver parental leave during the first 12 months of their parental leave period.
- (b) During the first 12 months of primary caregiver parental leave an employee will continue to receive Employer Superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, on any period of unpaid primary caregiver parental leave taken.
- (c) The maximum amount of employer superannuation contributions provided will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved primary caregiver parental leave.

54. Emergency Leave

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

55. Leave to Attend Industrial Proceedings

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

56. Sabbatical Leave – Senior and Rural Medical Officers

- 56.1 The following Medical Officer classifications are eligible for sabbatical leave under this clause:
- (a) Staff Specialist
 - (b) Senior Staff Specialist
 - (c) Senior Rural Medical Practitioner
 - (d) Chief Rural Medical Practitioner
 - (e) Senior Rural Generalist
- 56.2 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.
- 56.3 Subject to the requirements of this clause, leave of absence with pay may be granted to a Medical Officer who holds a classification specified under clause 56.1 and who has completed five years of continuous service with the department.
- 56.4 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.
- 56.5 A Medical Officer who is granted sabbatical leave under this clause must have the potential to render to the department a minimum of two years service after that Medical Officer's return from such leave.
- 56.6 Successful applicants for sabbatical leave will be granted paid leave from the department for the duration of the approved leave.
- 56.7 Subject to clauses 56.8 and 56.9, on the completion of each five years of continuous service, there will accrue to a Medical Officer entitled to be granted leave under this clause, a sabbatical leave credit of a period equivalent to the Medical Officer's ordinary hours of duty during a period of 13 weeks.
- 56.8 Where a Medical Officer is employed on a part-time basis, an accrual of sabbatical leave will be made in accordance with clause 56.7 on completion of each five 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.
- 56.9 The maximum sabbatical leave credit that a Medical Officer may accrue is 26 weeks.
- 56.10 The Medical Officer's application for sabbatical leave will be in writing and will contain adequate details of the proposed program of study or research.

- 56.11 Applications for sabbatical leave should be made at least six 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.
- 56.12 A Medical Officer may appeal against a decision of the delegated Manager not to approve the proposed program of study or research to an independent arbitrator. Such independent arbitrator will be mutually acceptable to the department and the Medical Officer concerned. The independent arbitrator will arbitrate on the merits of the proposed study program only and not on:
- (a) the entitlement as to sabbatical leave; or
 - (b) matters of exigency referred to in clauses 56.4 and 56.5.
- 56.13 The decision of the independent arbitrator in this matter will be final and mutually binding on both parties.
- 56.14 Subject to clause 56.15, where a Medical Officer proceeds on sabbatical leave of less than the amount accrued, the Medical Officer will be deemed to have received the full entitlement under this clause and will not be entitled to claim an entitlement representing the balance of the leave accrued. The absence of an officer on sabbatical leave will be prima facie evidence that the Medical Officer has received the full entitlement under this clause.
- 56.15 At the discretion of the department, approval may be given for a Medical Officer to retain the balance of any accrued leave, where such an entitlement would otherwise be deemed to have been utilised in accordance with clause 56.14. In considering requests under this clause each case will be considered on its merits.
- 56.16 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.
- 56.17 Approved recreation leave and long service leave may be taken in conjunction with sabbatical leave.
- 56.18 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.
- 56.19 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

- 56.20 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.

57. Office Bearer and Representative Leave

57.1 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.

57.2 The CEO may grant leave with pay on each occasion leave is required and for a period approved by the CEO.

57.3 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.

58. Cultural and Ceremonial Leave

58.1 An employee is entitled to up to five days unpaid cultural leave for cultural and ceremonial obligations each 12 months for the purposes of undertaking their cultural or ceremonial obligations for the community or group to which the employee belongs.

58.2 The CEO may, on application, grant leave subject to clauses 58.4 and 58.5.

58.3 The CEO will have regard for an employee's cultural or ceremonial obligations, and may grant a further period of unpaid cultural and ceremonial leave.

58.4 Notice Requirements

- (a) An employee must make all reasonable efforts to advise the CEO as soon as reasonably practicable of the period or expected period of the cultural or ceremonial leave.
- (b) Notice should minimise the impact on the department's operations.

58.5 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.

58.6 Alternatively an employee may access their paid recreation leave or long service leave entitlements for the purpose of undertaking cultural or ceremonial obligations.

Note: Access to long service leave entitlements is subject to the minimum period set out in By-law 8.

58.7 Periods of unpaid cultural or ceremonial leave will not count for service for any purpose.

59. Domestic and Family Violence

- 59.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees affected by domestic and family violence (including sexual violence). Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program (EAP) for domestic and family violence purposes. Additional support may be available to these employees through the department.
- 59.2 Leave with pay is available to an employee who is experiencing domestic and family 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.
- 59.3 Domestic and family violence leave is accessed in accordance with By-law 18 – Miscellaneous Leave and is in addition to other leave entitlements. Domestic and family violence leave will count as service for all purposes.
- 59.4 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.
- 59.5 Reasonable adjustments should 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).

60. Work Life Balance

- 60.1 Work life balance initiatives
- (a) The Commissioner is committed to providing Medical Officers with flexibility to assist in balancing work and life commitments. The following initiatives may be accessed by Medical Officers (except for clause 60.4; this clause does not apply to casual employees.):
 - (i) use of individual flexible working arrangements as per clause 13;
 - (ii) home-based work;
 - (iii) job sharing;
 - (iv) Part-time work;
 - (v) career breaks;
 - (vi) part-year employment; and

- (vii) short-term absences for family and community responsibilities.
- (b) In addition to the above, the following initiatives in relation to leave may also be accessed by Medical Officers to assist in balancing work and life commitments:
 - (i) Utilisation of recreation leave at half pay.
 - (ii) Purchase of additional leave.

60.2 General principles in relation to work life balance initiatives

- (a) A Medical Officer's request to access work life balance initiatives:
 - (i) must be in writing; and
 - (ii) set out details of the change sought and the reasons for the request.
- (b) When considering applications from Medical Officers wishing to access the initiatives specified in clause 60.1, the CEO must ensure that:
 - (i) the department's operational requirements are taken into account and services to the public are not disrupted;
 - (ii) Medical Officers fulfil the criteria outlined in this clause;
 - (iii) fair and reasonable consideration is given to Medical Officer applications; and
 - (iv) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other Medical Officers.
- (c) When considering applications from Medical Officers wishing to access the leave initiatives in clause 60.1(b) the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where Medical Officers are likely to have significant accrued leave entitlements at the time of accessing the leave initiatives.
- (d) The CEO must provide written reasons for a decision where a Medical Officer's application is refused.
- (e) The CEO may establish internal procedures for assessing a Medical Officer's application, which must not be inconsistent with the provisions of this clause.
- (f) Medical Officers accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development, information and meetings, as other Medical Officers where possible.
- (g) Medical Officers accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with the PSEM Act.

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

- (a) clauses 60.1(a) and 60.1(b) above must be in accordance with the Agreement's provisions, guidelines or policies; and
 - (b) clauses 60.1(a) and 60.1(b) above must be in accordance with the specific requirements of Schedule 2.
- 60.4 Formal requirements applicable to a request for flexible working arrangements in certain circumstances
- (a) In accordance with the FW Act, where a Medical Officer, including an eligible casual employee, is making a request to change their working arrangements because certain circumstances, as set out in clause 60.4(b), apply to them and the Medical Officer would like to change their working arrangements because of those circumstances, the requirements of this clause will apply.
 - (b) The following are the circumstances. The Medical Officer:
 - is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - has a disability;
 - is 55 or older;
 - is experiencing violence from a member of the Medical Officer's family;
 - provides care or support to a member of the Medical Officer's immediate family, or a member of the Medical Officer's household, who requires care or support because the member is experiencing violence from the member's family.
 - (c) The Medical Officer's request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the request.
 - (d) The CEO must:
 - (i) give the Medical Officer a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
 - (ii) only refuse the request on reasonable business grounds as set out in clause 60.4(e); and
 - (iii) if the request is refused, provide details of the reasons for the refusal.
 - (e) For the purposes of clause 60.4(d)(ii) reasonable business grounds includes, but are not limited to:
 - that the new working arrangements would be too costly for the employer;

- that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - that there is likely to be a significant loss in efficiency or productivity;
 - that there is likely to be a significant negative impact on customer service.
- (f) An **eligible casual Medical Officer** is defined under the Parental Leave provisions of clause 53.3(f).

PART 8 – OTHER CONDITIONS OF EMPLOYMENT

61. Recovery of Overpayments on Cessation of Employment

Where a Medical Officer, who has a financial debt to the Northern Territory Government in relation to their employment (e.g. overpayment of salary and/or allowances), ceases employment before the debt is fully recovered, the balance of the debt owing may, unless otherwise agreed by the CEO, be offset against any final payment due as a result of the cessation of employment.

62. Professional Standards and Behaviours

62.1 Professional Standards and Behaviours

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

62.2 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 62.2(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.

62.3 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.

62.4 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.

62.5 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.

62.6 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 junior Medical Officers and medical students;
 - (ii) teaching non-medical professional health staff and students from time to time; and
 - (iii) ensuring that accreditation standards are met.
- (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 62.6(b). The guidelines may refer to recommended non-direct clinical contact allotted times that are consistent with industry practice.

63. Interrupted Employment

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

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

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

63.2 Recognition of service under clause 63.1 will be subject to approval by the CEO.

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

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

63.5 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.

64. Redeployment and Redundancy

64.1 Subject to clause 64.2, Schedule 6 (NTPS Redeployment and Redundancy Entitlements) will apply to Medical Officers.

64.2 The provisions of Schedule 6 (NTPS Redeployment and Redundancy Entitlements) 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.

64.3 The National Employment Standard of the FW Act contains minimum entitlements relating to redundancy pay, including 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:

- (a) the second employer recognises the employee's service with the first employer; or

- (b) the employee rejects an offer of employment made by the second employer that:
- (i) 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
 - (ii) 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.

Level	Classification	Old salary rates effective 12.01.17 \$pa	Salary rates effective 11.01.18 \$pa	Salary rates effective 10.01.19 \$pa	Salary rates effective 09.01.20 \$pa	Salary rates effective 07.01.21 \$pa
MO1	Intern	71 350	73 134	74 962	76 836	78 757
MO2	Resident Yr 1	82 731	84 799	86 919	89 092	91 319
MO3	Resident Yr 2	88 269	90 476	92 738	95 056	97 432
MO4	Resident Yr 3	93 618	95 958	98 357	100 816	103 336
MO5	Resident Yr 4	98 413	100 873	103 395	105 980	108 630
	Hospital Medical Officer					
HMO1	Hospital Medical Officer Yr 1	98 413	100 873	103 395	105 980	108 630
HMO2	Hospital Medical Officer Yr 2	101 194	103 724	106 317	108 975	111 699
HMO3	Hospital Medical Officer Yr 3	108 126	110 829	113 600	116 440	119 351
HMO4	Hospital Medical Officer Yr 4	115 532	118 420	121 381	124 416	127 526
HMO5	Hospital Medical Officer Yr 5	123 446	126 532	129 695	132 937	136 260
HMO6	Hospital Medical Officer Yr 6	131 903	135 201	138 581	142 046	145 597
HMO7	Hospital Medical Officer Yr 7	140 945	144 469	148 081	151 783	155 578
	Senior Hospital Medical Officer					
SHMO1	Snr. Hospital Medical Officer Yr 1	144 447	148 058	151 759	155 553	159 442
SHMO2	Snr. Hospital Medical Officer Yr 2	149 116	152 844	156 665	160 582	164 597
	Registrar					
REG1	Registrar Yr 1	98 413	100 873	103 395	105 980	108 630
REG2	Registrar Yr 2	103 155	105 734	108 377	111 086	113 863
REG3	Registrar Yr 3	108 013	110 713	113 481	116 318	119 226
REG4	Registrar Yr 4	112 993	115 818	118 713	121 681	124 723
REG5	Registrar Yr 5	118 092	121 044	124 070	127 172	130 351
REG6	Registrar Yr 6	123 310	126 393	129 553	132 792	136 112
	Senior Registrar					
SREG1	Senior Registrar Yr 1	134 113	137 466	140 903	144 426	148 037
SREG2	Senior Registrar Yr 2	146 611	150 276	154 033	157 884	161 831
	Fellow					
FEL1	Fellow	159 182	163 162	167 241	171 422	175 708
	Staff Specialist					
SMO1.1	Staff Specialist Yr 1	171 755	176 049	180 450	184 961	189 585
SMO1.2	Staff Specialist Yr 2	179 437	183 923	188 521	193 234	198 065
SMO1.3	Staff Specialist Yr 3	187 119	191 797	196 592	201 507	207 552
SMO1.4	Staff Specialist Yr 4	194 801	199 671	204 663	209 780	215 025
SMO1.5	Staff Specialist Yr 5	202 483	207 545	212 734	218 052	223 503
SMO1.6	Staff Specialist Yr 6	210 166	215 420	220 806	226 326	231 984
	Senior Staff Specialist					
SMO2.1	Senior Staff Specialist Yr 1	217 355	222 789	228 359	234 068	241 090
SMO2.2	Senior Staff Specialist Yr 2	228 895	234 617	240 482	246 494	252 656
SMO2.3	Senior Staff Specialist Yr 3	240 435	246 446	252 607	258 922	265 395

Classification and level	Old salary rates effective 12.01.17 \$pa	Salary rates effective 11.01.18 \$pa	Salary rates effective 10.01.19 \$pa	Salary rates effective 09.01.20 \$pa	Salary rates effective 07.01.21 \$pa
Rural Registrar					
RL1.1	98 413	100 873	103 395	105 980	108 630
RL1.2	104 121	106 724	109 392	112 127	114 930
RL1.3	110 758	113 527	116 365	119 274	122 256
Senior Rural Registrar					
RL2.1	116 550	119 464	122 451	125 512	128 650
RL2.2	123 310	126 393	129 553	132 792	136 112
Rural Medical Practitioner					
RL3.1	144 447	148 058	151 759	155 553	159 442
RL3.2	149 116	152 844	156 665	160 582	164 597
Qualification Barrier					
RL3.3	171 755	176 049	180 450	184 961	189 585
RL3.4	179 437	183 923	188 521	193 234	198 065
RL3.5	187 119	191 797	196 592	201 507	206 545
Senior Rural Medical Practitioner					
RL4.1	194 801	199 671	204 663	209 780	215 025
RL4.2	202 483	207 545	212 734	218 052	223 503
RL4.3	210 166	215 420	220 806	226 326	231 984
RL4.4	217 355	222 789	228 359	234 068	239 920
Rural Medical Administrator					
RL4.2	202 483	207 545	212 734	218 052	223 503
RL4.3	210 166	215 420	220 806	226 326	231 984
RL4.4	217 355	222 789	228 359	234 068	239 920
Chief Rural Medical Practitioner					
RL5	240 435	246 446	252 607	258 922	265 395

Classification and Level	<i>Old salary rates effective 12.01.17 \$pa</i>	Salary rates effective 11.01.18 \$pa	Salary rates effective 10.01.19 \$pa	Salary rates effective 09.01.20 \$pa	Salary rates effective 07.01.21 \$pa
Rural Generalist Trainee					
Intern - MO1	71 350	73 134	74 962	76 836	78 757
MO2	82 731	84 799	86 919	89 092	91 319
MO3	88 269	90 476	92 738	95 056	97 432
RGT1	98 413	100 873	103 395	105 980	108 630
RGT2	110 758	113 527	116 365	119 274	122 256
RGT3	123 310	126 393	129 553	132 792	136 112
Rural Generalist					
RG1	171 755	176 049	180 450	184 961	189 585
RG2	179 437	183 923	188 521	193 234	198 065
RG3	187 119	191 797	196 592	201 507	206 545
Senior Rural Generalist					
SRG1	202 483	207 545	212 734	218 052	223 503
SRG2	210 166	215 420	220 806	226 326	231 984
SRG3	217 355	222 789	228 359	234 068	239 920

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.

Clause 22 – Pre-eminent Status Allowance

<i>Old annual rate effective 12.01.17 \$pa</i>	Annual rate effective 11.01.18 \$pa	Annual rate effective 10.01.19 \$pa	Annual rate effective 09.01.20 \$pa	Annual rate effective 07.01.21 \$pa
8 956	9 180	9 410	9 645	9 886

Clause 23 – Managerial Allowance

Level	<i>Old annual rate effective 12.01.17 \$pa</i>	Annual rate effective 11.01.18 \$pa	Annual rate effective 10.01.19 \$pa	Annual rate effective 09.01.20 \$pa	Annual rate effective 07.01.21 \$pa
1	5 971	6 120	6 273	6 430	6 591
2	17 911	18 359	18 818	19 288	19 770
3	23 882	24 479	25 091	25 718	26 361
4	29 852	30 598	31 363	32 147	32 951

Clause 26– Registrar Rural Rotation Allowance

<i>Old annual rate effective 12.01.17 \$pa</i>	Annual rate effective 11.01.18 \$pa	Annual rate effective 10.01.19 \$pa	Annual rate effective 09.01.20 \$pa	Annual rate effective 07.01.21 \$pa
11 941	12 240	12 546	12 860	13 182

Clause 27 – Attraction and Retention Allowance - Correctional Centres

Location	Annual rate effective on commencement date of this Agreement \$pa	Annual rate effective 09.01.20 \$pa	Annual rate effective 07.01.21 \$pa
Darwin (TEHS)	42 000	43 050	44 126
Alice Springs (CAHS)	54 000	55 350	56 734

Note: TEHS – Top End Health Service; CAHS – Central Australia Health Service.

Clause 28.3 - Regional and Remote Attraction Allowance (paid fortnightly)

Level	<i>Old annual rate effective 12.01.17 \$pa</i>	Annual rate effective 11.01.18 \$pa	Annual rate effective 10.01.19 \$pa	Annual rate effective 09.01.20 \$pa	Annual rate effective 07.01.21 \$pa
1	11 941	12 240	12 546	12 860	13 182
2	23 882	24 479	25 091	25 718	26 361
3	35 821	36 717	37 635	38 576	39 540

Clause 28.4 - Regional and Remote Retention Payment (lump sum)

Level	<i>Old annual rate effective 12.01.17 \$pa</i>	Annual rate effective 11.01.18 \$pa	Annual rate effective 10.01.19 \$pa	Annual rate effective 09.01.20 \$pa	Annual rate effective 07.01.21 \$pa
1	17 911	18 359	18 818	19 288	19 770
2	29 852	30 598	31 363	32 147	32 951
3	35 821	36 717	37 635	38 576	39 540

Clause 28.5 - Senior Rural Medical Practitioner Allowance

<i>Old annual rate effective 12.01.17 \$pa</i>	Annual rate effective 11.01.18 \$pa	Annual rate effective 10.01.19 \$pa	Annual rate effective 09.01.20 \$pa	Annual rate effective 07.01.21 \$pa
23 882	24 479	25 091	25 718	26 361

Clause 30 – Rural Generalist Trainee Allowance

Annual allowance rate effective on commencement date of this Agreement \$pa	Annual allowance rate effective 09.01.20 \$pa	Annual allowance rate effective 07.01.21 \$pa
An amount equal to 20% of RGT3 ordinary annual base salary in Schedule 1 applicable on commencement date.	26 558	27 222

Clause 31 – Professional Development Assistance Package

For Professional Development Leave and Professional Development Allowances refer to the table in clause 31.18.

Clauses 34 and 37.13 – Meal Allowance

Allowance	Payable	Allowance rate effective 01.01.18 \$	Allowance rate effective 01.01.19 \$	Allowance rate effective 01.01.20 \$	Allowance rate effective 01.01.21 \$
Meal Allowance	per occasion	21.40	21.70	According to CPI	

Clause 40.7(b) – First Roster On-call Allowance

Allowance	Payable	Old Allowance rate effective 01.01.18 \$	Allowance rate effective 11.01.18 \$	Allowance rate effective 01.01.19 \$	Allowance rate effective 01.01.20 \$	Allowance rate effective 01.01.21 \$
On-call	per hour	1.90	4.00	4.05	According to CPI	

Clause 40.7(c) - Clinical Advice by Telephone

Allowance	Payable	Old rate effective 12.01.17 \$	Rate effective 11.01.18 \$	Rate effective 10.01.19 \$	Rate effective 09.01.20 \$	Rate effective 07.01.21 \$
Night	per night	123.00	157.00	161.00	165.00	169.00
Day / Night	per day/night	139.00	189.00	194.00	199.00	204.00

Clause 40.7(d) – Second Roster Allowance

Old annual rate effective 12.01.17 \$pa	Annual rate effective 11.01.18 \$pa	Annual rate effective 10.01.19 \$pa	Annual rate effective 09.01.20 \$pa	Annual rate effective 07.01.21 \$pa
34 351	35 210	36 090	36 992	37 917

Schedule 2 **Work Life Balance Initiatives**

2.1 General

2.1.1 In addition to the principles contained in clause 60 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 two weeks of recreation leave over a period of four weeks at half pay, all leave entitlements will accrue over the first two weeks of leave, as if the Medical Officer was on recreation leave with full pay, and no leave entitlements will accrue over the final two 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 two weeks recreation leave over a period of four weeks at half pay, service based entitlements (e.g. personal leave, long service leave, paid parental leave) will be deferred by two weeks.

2.3 Purchase of Additional Leave (Purchased Leave)

2.3.1 Entitlement to purchased leave

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

For example:

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

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

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

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

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

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

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

2.3.2 Method of purchase

- (a) Additional leave must be purchased in advance and must be used within six months after payment is completed.
- (b) A Medical Officer purchasing additional leave will pay an amount equal to salary for the additional leave over a 12 month period. Payments will be deducted from the Medical Officer's gross fortnightly salary.
For example, an employee earns an annual gross salary of \$47,006 or \$1802.15 per fortnight. The employee purchases an additional four weeks leave which equates to two fortnightly pays (i.e. \$3604.30).

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

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

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

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

2.3.3 Administrative

- (a) For the period over which payments are being deducted from a Medical Officer's salary to fund a purchased leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the Medical Officer was paid:
 - (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS Medical Officers; and
 - (ii) after purchased leave deductions being made in the case of Choice of Fund superannuation fund Medical Officers.
- (b) Purchased leave will count as service for all purposes.
- (c) Purchased leave does not attract a leave loading.
- (d) Approval to utilise the additional leave purchased shall only be granted where the Medical Officer has:
 - (i) less than three days of accrued recreation leave entitlements;

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

as of the date the employee intends to utilise the additional leave. Either of these requirements can be waived where a Medical Officer has attempted to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of the department.

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

2.3.4 Independent Advice

Prior to entering into or ceasing a purchased leave arrangement a Medical Officer should seek, at the employee's own expense, independent advice regarding:

- (a) the employee's financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

2.3.5 Agreement

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

2.3.6 Cessation of purchased leave

- (a) A purchased leave arrangement may cease in the following ways:
 - (i) At the request of the Medical Officer on the giving of four weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.
 - (ii) At the initiative of the CEO, on the giving of three months written notice to the Medical Officer, along with reasons for the cessation.
 - (iii) The Medical Officer ceases employment with the NTPS.
 - (iv) The Medical Officer moves to a new work area within the department, or to another Agency (unless the new work area or Agency agrees to continue the arrangement).

- (b) Where a purchased leave arrangement ceases in accordance with clause 2.3.6(a) the Medical Officer will be reimbursed a lump sum payment of monies paid within two months of the date of cessation, provided that where the Medical Officer has already commenced the period of purchased leave, the Medical Officer will be reimbursed monies paid on a pro rata basis, in accordance with the portion of monies relating to the unused period of leave.

Schedule 3 Restrictive Duty Guidelines

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 40 of this Agreement when a Medical Officer is placed in a restrictive duty situation.

3.1.1 Immediate Roster:

Clause 40.6(a) requires, in part, a Medical Officer to “remain within the precincts of the hospital for immediate recall to duty.”

‘Precincts’

Remaining within the precincts of the hospital includes:

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

- by agreement with the department, living in private or departmental accommodation in close proximity to the hospital whereby the response time will be appropriate to deal with life threatening medical situations;
- where a Medical Officer does not reside in one of the above situations, being provided with free accommodation in the hospital in which to sleep during 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 40.6(b) in part, requires the Medical Officer “to be contactable at a mutually agreed location and available to return to duty within a reasonable time.”

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 40.6(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 40.6(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

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. 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.
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 9 – Dispute Settling Procedures of this Agreement; or
- an application under the FW Act.

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 and Darwin Hospitals

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

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

(b) Other Hospitals and Community Based Medical Officers

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

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.

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;
- 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 **Managerial Allowance – Indicative Positions**

Level 1

Sub Unit Head

Surgical Sub Specialities RDH
Head Ophthalmology RDH
Head Orthopaedics RDH
Head Maxillofacial & Neck Surgery RDH
Head Medicine 1 including Neurology/stroke Unit RDH
Head Medicine 2 including Thoracic Medicine (Respiratory) & Sleep Unit RDH
Head Medicine 3 including Endocrinology RDH
Head Medicine 4 including Infectious Diseases RDH
Head Medicine 5 including Hospital in the Home RDH
Head of Cardiology including Heart Health RDH
Head of Palliative Care Unit including Rehabilitation & Pain Clinic and Geriatric Medicine Unit RDH
Head RAPU including Oncology Unit and Haematology Unit RDH
Head Gastroenterology & Hepatology including Immunology & Allergy, Dermatology and Rheumatology RDH
Head Obstetrics & Gynaecology ASH
Head Intensive Care Unit ASH
Head Anaesthetics ASH
Head of Public Health Immunization CDC Darwin
Head of Public Health Surveillance CDC Darwin
Head of Public Health Injury Prevention & Safety Promotion CDC Darwin
Head of Public Health TB/Leprosy CDC Darwin
Head Child & Youth Health Strategy Unit
Head Chronic Conditions Strategy Unit
SRMP Program Leader Remote
Clinical Director Forensic Psychiatry
Clinical Director Child and Adolescent Psychiatry

Level 2

Unit Head

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

Level 3**Territory Wide Responsibility**

Director Renal Services RDH

Chief Rural Medical Practitioner

Director Pathology RDH

Director Psychiatry Top End Mental Health Services

Level 4**Co-Director**

Co-Director of Medicine RDH

Co-Director Maternal and Child Health RDH

Co-Director Surgery and Critical Care RDH

Director Centre for Disease Control

Schedule 6 **NTPS Redeployment and Redundancy Entitlements**

6.1 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.

6.2 Consulting Relevant Unions

6.2.1 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.

6.2.2 The employer or the CEO or both will provide the relevant union with the number of potentially surplus employees, the agency and their designation.

6.3 Finding of Other Suitable Employment

6.3.1 The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.

6.3.2 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 6.4 and 6.5 the employer and the CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

6.3.3 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 6.6.3 apply.

6.4 Voluntary Retrenchment

- 6.4.1** Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.
- 6.4.2** The surplus employee will have up to seven days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- 6.4.3** Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of four weeks notice from the date that the offer is accepted, or five weeks notice if the employee is over the age of 45 years.
- 6.4.4** The surplus employee may be retrenched in accordance with this clause at any time within the period of notice under clause 6.4.3, 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.
- 6.4.5** 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 two years: four weeks salary;
 - (b) for an employee with at least two years service, but less than three years service: six weeks salary;
 - (c) for an employee with between three and three and a half years service: seven weeks salary;
 - (d) for an employee with greater than three and a half years service: two 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.
- 6.4.6** For the purpose of calculating payment under clause 6.4.5:
- (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".
- 6.4.7** The inclusion of other allowances which are in the nature of salary specified in clause 6.4.6 will be at the discretion of the Commissioner.
- 6.4.8** The entitlement under:
- (a) clause 6.4.3 constitutes notice for the purpose of section 117 of the FW Act; and

- (b) clause 6.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

- 6.4.9** All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 6.4.10** Subject to clause 6.4.11 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.
- 6.4.11** 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 6.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

6.5 Notice of Redundancy

- 6.5.1** 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.
- 6.5.2** Subject to clause 6.5.5, 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.
- 6.5.3** In addition to notice of redundancy under clause 6.5.2, a surplus employee must be given four weeks formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause 6.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- 6.5.4** The period of notice under clause 6.5.3 constitutes notice for the purposes of section 117 of the FW Act.
- 6.5.5** The period of notice under clause 6.5.3 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 four 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 eight weeks redundancy pay which will be paid on termination.

- 6.5.6** In accordance with clause 6.2, 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.
- 6.5.7** With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 6.5.2 or 6.5.3 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.
- 6.5.8** 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 6.5.2 and 6.5.3.
- 6.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 6.5.2 and 6.5.3 being invoked, is not entitled to receive a greater payment under clause 6.5.8 than the employee would have been entitled to receive had the employee been voluntarily retrenched.
- 6.5.10** For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 6.5.2 or 6.5.3 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.

6.6 Transfer to Other Suitable Employment

- 6.6.1** A potentially surplus employee or a surplus employee is entitled to four 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 four week notice period.
- 6.6.2** 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.
- 6.6.3** 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 6.5.2; or
 - (ii) four 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 6.5.2.

- 6.6.4** 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.

6.6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause 6.6.4(b) is at the discretion of the employer.

6.6.6 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.

6.7 Use of Accrued Personal Leave

6.7.1 Subject to clause 6.7.2 the periods of notice under clauses 6.5.2 and 6.5.3 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.

6.7.2 For the purposes of an employee entitled to income maintenance under clause 6.6.3, the total extension permitted under clause 6.7.1 is capped at six months.

Example: A 50 year old employee with 10 years service receives notice of redundancy under clause 6.5.2(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 four weeks certified personal leave with the result that the total period of income maintenance ends up being 46 weeks.

6.8 Right of Review

6.8.1 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.

6.8.2 This right does not affect the employee's rights under the FW Act.

6.9 Substitution or Other Provisions

6.9.1 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.

6.10 Exemption

- 6.10.1** 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 2018 - 2021 Enterprise Agreement

.....*C. Allen*.....

Craig Allen
Northern Territory Commissioner for Public Employment
GPO Box 4371
DARWIN NT 0801

Dated:.....*26 / 02 / 2019*.....

.....*Fiona Thomson*.....

Fiona Thomson
Northern Territory Industrial Officer
Australian Salaried Medical Officers Federation
Northern Territory
PO Box 2299
PARAP NT 0804

Dated:.....*26/02/2019*.....

Signed as a Bargaining Representative of employees covered by this Agreement.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.