

# PROPOSED

## MEDICAL OFFICERS NORTHERN TERRITORY PUBLIC SECTOR (NTPS) 2018 – 2021 ENTERPRISE AGREEMENT

# EXPLANATORY NOTES

### THIS DOCUMENT REFLECTS THE CHANGES IN THE PROPOSED AGREEMENT COMPARED WITH THE CURRENT AGREEMENT

#### **In this document:**

- i. **'current Agreement'** means the [Medical Officers Northern Territory Public Sector 2014 - 2017 Enterprise Agreement](#) (ID AE407317);
- ii. **'new Agreement'** means the *proposed Medical Officers Northern Territory Public Sector 2018 - 2021 Enterprise Agreement*. A copy of which is available at: <https://ocpe.nt.gov.au/nt-public-sector-employment/enterprise-agreement-negotiations/current-negotiations/medical-officers>
- iii. These explanatory notes are in order of the new Agreement's clause numbering and, unless otherwise stated, clause numbers refer to the new Agreement.
- iv. Some clause numbers in the new Agreement correspond to the current Agreement (i.e. deal with the same entitlement/condition) but many do not due to the removal of all clauses in the current Agreement marked 'omitted', new conditions being introduced or grouping of related provisions to enhance readability.
- v. This document provides an explanation of how the new Agreement differs from the current Agreement and how the existing provision or entitlement has translated from the current Agreement to the new Agreement.

**THE NEW AGREEMENT IS ARRANGED AS FOLLOWS:**

<b>SECTION</b>	<b>TITLE</b>	<b>CLAUSE NUMBERS</b>
<b>PART 1</b>	APPLICATION AND OPERATION OF AGREEMENT	1 - 8
<b>PART 2</b>	PROCEDURAL MATTERS	9 - 12
<b>PART 3</b>	FLEXIBLE WORK ARRANGEMENTS AND FACILITATIVE PROVISIONS	13 - 14
<b>PART 4</b>	CLASSIFICATION AND REMUNERATION MATTERS	15 - 20
<b>PART 5</b>	ALLOWANCES	21 - 35
<b>PART 6</b>	HOURS OF WORK, OVERTIME AND RELATED MATTERS	36 - 46
<b>PART 7</b>	LEAVE AND RELATED MATTERS	47 - 60
<b>PART 8</b>	OTHER CONDITIONS OF EMPLOYMENT	61 - 64

<b>SECTION</b>	<b>TITLE</b>
<b>SCHEDULE 1</b>	Rates of Pay and Allowances
<b>SCHEDULE 2</b>	Work Life Balance Initiatives
<b>SCHEDULE 3</b>	Restrictive Duty Guidelines
<b>SCHEDULE 4</b>	Agreement on Consolidated Advice on Medical Officer Termination and Contract of Employment Issues
<b>SCHEDULE 5</b>	Managerial Allowance – Indicative Positions
<b>SCHEDULE 6</b>	NTPS Redeployment and Redundancy Provisions
<b>Signatories to the Medical Officers Northern Territory Public Sector 2018 – 2021 Enterprise Agreement</b>	

**CHANGES APPLICABLE ACROSS THE NEW AGREEMENT:**

- i. Technical changes made to the current Agreement to adopt gender neutral language and plain English language, where appropriate, in the new Agreement without affecting entitlements or conditions.
- ii. The new Agreement contains (in italics) explanatory notes/examples and notes directing to related agreement provisions to assist with the application of the new Agreement's terms and conditions.

## EXPLANATION OF EACH CLAUSE IN THE NEW AGREEMENT

### **PART 1 – APPLICATION AND OPERATION OF AGREEMENT**

#### **1. Title**

This is clause 1 of the current Agreement changed to reflect the title of the new Agreement which is, ‘Medical Officers Northern Territory Public Sector 2018-2021 Enterprise Agreement’.

#### **2. National Employment Standards**

Clause 2 contains a provision stating the new Agreement is to be read in conjunction with the National Employment Standards (NES). The NES set out the minimum employment entitlements under the *Fair Work Act* (FW Act). The provision provides that if there is any inconsistency between entitlements in the new Agreement and NES, the NES will apply.

Clause 2 in the current Agreement was the table of contents for that agreement. The table of contents has been moved to the front of the new Agreement and does not have a clause number.

#### **3. Parties covered by this Agreement**

This is clause 3 of the current Agreement with technical updates to the names of the parties covered by the new Agreement in line with the definitions in clause 4.

#### **4. Definitions**

This is clause 4 of the current Agreement with the following changes:

- Definitions arranged alphabetically.
- The definition ‘former agreement’ omitted as it is not necessary.
- A definition for ‘Agency’ inserted at clause 4(a) as this term is used in the current and new Agreement. Assists with application of the new Agreement.
- A definition for ‘agreed hours’ inserted at clause 4(b) that relates to part-time employees (i.e. refers to the ordinary hours of duty the part-time employee will perform, start/finish times, days of the week worked). ‘Agreed hours’ does not include additional hours worked above the employee’s contracted hours of employment. No substantive change to existing part-time employment provisions. Assists with application of the new Agreement.
- The definition for ‘Agreement’ has been updated to reflect the title of the new Agreement. See clause 4(c).
- The definition for ‘By-law’ has been amended to the correct full statutory title. See clause 4(d).
- The definition for ‘CEO’ (i.e. Chief Executive Officer) has been amended to read ‘CEO *or their delegate*’. This is a technical change and replaces multiple references in the current Agreement to ‘CEO or his/her delegate’. See clause 4(e).
- The definition for ‘department’ has been amended to include ‘*Top End Health Service and Central Australia Health Service*’. Assists with the application of the new Agreement. See clause 4(g).

- The definition for ‘Commissioner’ amended to remove the reference to ‘Employer’ because a separate definition for ‘employer’ is included in clause 4(i). This is a technical change as, in accordance with section 12 of the *Public Sector Employment and Management Act (PSEM Act)*, the Commissioner for Public Employment is taken to be the employer of all employees on behalf of the Northern Territory or an Agency. Like the current Agreement, ‘employer’ is a term used throughout the new Agreement, however, depending on the context and relevant delegation, the CEO may have the delegation to act on behalf of the Commissioner for Public Employment.
- Shortened the term ‘ASMOF and Federation’ to ‘Federation’ in the definitions clause as this is the term used in the new Agreement. See clause 4(j).
- The definition for ‘Medical Officer and Medical Officers’ (see clause 4(m)) amended to state it means ‘*an employee who is a medical practitioner...*’. A definition for ‘employee’ is consequently provided in clause 4(h). These are technical changes which assist with the application of the new Agreement.
- A definition for ‘National Employment Standards (or NES)’ inserted at clause 4(n) to support the new clause 2 on the National Employment Standards.
- Removed ‘as amended from time to time’ from the definition of ‘FW Act’ as this is unnecessary given other legislation provides for successor legislation to apply. See clause 4(l).

## **5. Period of Operation**

Current clause 5 updated to reflect the new Agreement’s expiry date (i.e. 31 December 2021).

## **6. No Extra Claims**

Current clause 6 amended to remove the date of the NTPS Wages Policy. The current clause references the ‘2013 – 2016 Wages Policy’. Any extra claims that may arise under the new Agreement will be considered in relation to the Northern Territory Government’s Wages Policy applicable at that time.

## **7. Relationship with PSEM Act**

Clause 7.1 is equivalent to current clause 8. A new sub-clause 7.2 inserted to clarify that the operation of clause 7 cannot in any way diminish the powers of the Commissioner for Public Employment under the PSEM Act. The Commissioner has statutory powers under the PSEM Act that cannot be diminished by an enterprise agreement made under the FW Act.

## **8. Negotiation of Replacement Agreement**

Current clause 9 with a minor amendment to provide for greater flexibility for when negotiations for a new agreement can commence by agreement between the parties.

## **PART 2 – PROCEDURAL MATTERS**

### **9. Dispute Settling Procedures**

Equivalent to current clause 12 with the following technical amendments:

- In clauses 9.1(b)(i) and (ii), there are references to the relevant Parental Leave provisions in clause 53 of the new Agreement. The current Agreement refers to the parental leave provisions in the Northern Territory Public Sector 2013 – 2017 Enterprise Agreement. The full parental

leave entitlements applicable to Medical Officers have been set out in the new Agreement in clause 53 so reference to another agreement is not required.

- Clause 9.1(c) is equivalent to the current clause 12.1(c) with the addition of the words '*to have the decision reviewed*', to make it clear what happens should an employee utilise the grievance process in section 59 of the PSEM Act in relation to matters listed in clause 9.1(b).

## **10. Management of Change**

There is no change to this clause and it is the same wording as current clause 16.

## **11. Performance Management and Development**

There is no change to this clause and it is the same wording as current clause 17.

## **12. Termination and Fixed Period Employment Contracts**

Equivalent to current clause 15 with an amended heading and wording in the clause itself to more accurately reflect the type of employment contracts (i.e. fixed period contracts) covered in Schedule 4. No change to current provisions.

## **PART 3 – Flexible Work Arrangements and Facilitative Provisions**

### **13. Individual Flexible Working Arrangements**

Equivalent to current clause 13 with the addition of a new sub-clause at 13.1 to explain the purpose of the Individual Flexible Working Arrangements clause. No change to current entitlements or provisions.

### **14. Variation to Working Arrangements for Groups of Medical Officers**

There is no change to this clause. Same wording as current clause 14.

## **PART 4 – CLASSIFICATION AND REMUNERATION MATTERS**

### **15. Classification Definitions**

Equivalent to current clause 20 with amendments as follows:

- Current clause 20.3 (Interns) amended to provide for up to three year contracts (currently one year). See clause 15.3.
- Current clause 20.5 (Senior Resident Medical Officer) amended to read '*...a Medical Officer in their fourth or fifth post-graduate year....*'. The current Agreement refers to '*fifth or sixth post graduate year*'. The change accurately reflects the pay points applicable to a Senior Resident Medical Officer that apply under the current Agreement and continue to apply under the new Agreement. There are five pay points from Intern (MO1) to Senior Resident Medical Officer (SMO4 and SMO5). SMO4 and SMO5 pay points are achieved in the fourth and fifth year post full registration.
- Omitted current clause 20.6(a) which requires at least the equivalent of two years full-time experience as a Resident Medical Officer to be classified/employed as a Registrar. This two year requirement is no longer mandatory. See clause 15.6.

- The new Agreement permits the employment of an International Medical Graduate ('IMG') as a Resident Medical Officer ('RMO') at the first pay level for RMOs, that is, the MO1 (Intern) salary level. This salary level may be used where IMG has none or very limited Australian health service experience. The new Agreement also provides, at clause 15.33, for the IMG to progress to the second salary level (MO2) after six months, or sooner with CEO approval, and following an assessment of their competence and skills to perform at the MO2 level in the Health Service. The current Agreement's minimum salary level is 'MO2' for IMGs engaged as RMOs (see the table in the current clause 20.45). The CEO retains the ability to initially employ above the MO1 level taking into account the IMG's prior experience and skill level. The ability to appoint at MO1 is set out in the table at clause 15.46; a table which sets out the classifications, classification codes and salary classification levels for Medical Officers employed under the new Agreement.
- Current clause 20.35 (Rural Registrar) provides appointment to Rural Registrar classification where 'Medical Officer...has completed...not less than the equivalent of four years full time service in medical practice...'. 'Four years' replaced with '...the equivalent of two years full time service...' (see clause 15.36).

## **16. Salary Progression**

Equivalent to current clause 21 with a new explanatory note in italics under clause 16.1 directing to clause 15.14 for pay progression provisions relating to a Hospital Medical Officer beyond pay point HMO5. Assists with application of the new Agreement. No change to current provisions.

## **17. Salaries**

Current clause 22 updated to reflect 2.5% per annum increases to annual salary during the term of the new Agreement. The first increase effective from the first full pay period after 1 January 2018 (i.e. 11 January 2018). Three further salary increases (2.5%) payable from the first full pay period to commence on or after 1 January 2019, 1 January 2020 and 1 January 2021. The annual rates of pay tables in Schedule 1 set out the rates that will apply to employees engaged under the new Agreement and actual pay dates.

A new clause 17.3 showing the formula for calculating fortnightly pay. The formula is included to assist in calculating and applying terms and conditions under the new Agreement. No change to current entitlements.

## **18. Casual Employment**

Equivalent to current clause 44 with the addition of a second sentence clarifying that casual loading is not used to increase the hourly rate for payment of overtime or shiftwork penalties. No change to current entitlements or provisions.

## **19. Superannuation**

Equivalent to clause 33 in the current Agreement with a minor change to update the applicable superannuation legislation.

## **20. Salary Sacrifice**

Equivalent to clause 34 in the current Agreement with a minor change to update the legislation and re-word current clause 34.1(d) to reflect the Commonwealth's legislation in relation to concessional caps

(see clause 20.1(d)). Omit current clause 34.2(b) as this clause deals with fixed period employees with less than 12 months requiring their CEO's approval to access salary sacrifice arrangements. CEO approval will no longer be required in these circumstances.

## **PART 5 – ALLOWANCES**

### **21. Specialist Private Practice Allowance**

Current clause 24 with amendments to introduce a new Category C Specialist Private Practice Allowance. The Category A and Category B entitlements are unchanged. A Medical Officer eligible for Category A or Category B may elect to change to Category C Specialist Private Practice Allowance. Category C provides an allowance component (30% of ordinary annual salary) and a revenue payment.

### **22. Pre-eminent Status Allowance**

There is no change to this clause and it is the same wording as current clause 25.

### **23. Managerial Allowance**

Current clause 26.7(b) amended to replace 'Senior Rural Medical Practitioner (Operations)' with '*or other Senior Medical Officer (who meets the full eligibility criteria of this clause)*' as the former title no longer exists. There are no other changes to this clause and it is the same wording as current clause 26.

### **24. Practitioner Allowance**

There is no change to this clause and it is the same wording as current clause 27.

### **25. Extended Hours Benefit Payment**

There is no change to this clause and it is the same wording as current clause 28.

### **26. Registrar Rotation Allowance**

There is no change to this clause and it is the same wording as current clause 29.

### **27. Attraction and Retention Allowance – Correctional Centres**

New allowance for Medical Officers working in Northern Territory correctional centres. Two rates are available depending on the location (i.e. Top End Health Service or Central Australia Health Service). The rates are set out in a table in Schedule 1. The rates will be effective upon commencement of the new Agreement and increased annually by 2.5% in January 2020 and 2021.

### **28. Rural Medical Practitioners – Living Payments and Allowances**

Current clause 30 with amendments to remove the sub-heading at the beginning of the clause (unnecessary) and the word '*regional*' replaced 'rural' in the first sentence of clause 28.1 as the entitlements relate to regional and remote work undertaken by Rural Medical Practitioners.

An explanatory note inserted at the end of the clause to explain the interaction between this allowance and the new Attraction and Retention Allowance for working in Correctional Centres in clause 27.

## **29. Rural Medical Practitioners – Revenue Activity Incentive Payment**

Current clause 31 amended to facilitate payments to Medical Officers on a more regular basis (e.g. monthly) as determined by the relevant Health Service.

Two additional technical amendments: clarification of the revenue generated by the Medical Officer that is included in the revenue payment (i.e. the Medical Officer's billings for client services provided to patients who are Medicare eligible, Medicare ineligible and covered by Workers Compensation) and an explanatory note about what determines the NT public sector health sites that can be included. These technical changes do not alter existing conditions or entitlements.

## **30. Rural Generalist Trainee Allowance – GDH / KDH**

New allowance for Rural Generalist Trainees (RGTs) working in Gove District Hospital (GDH) or Katherine District Hospital (KDH) who meet the requirements as set out in the clause (see clause 30.2). Subject to CEO approval, the allowance may also be payable to RGTs working in Alice Springs Hospital or Tennant Creek Hospital where they satisfy the requirements. The rates are set out in a table in Schedule 1 and will be effective from commencement of the Agreement and thereafter increased annually by 2.5% in January 2020 and 2021.

## **31. Professional Development Assistance Package**

Current clause 32 with the addition of a new provision providing junior Medical Officers with \$3000 additional Professional Development Allowance on a reimbursement basis per year (see clause 31.10) and the ability to apply for up to \$3000 reimbursement payment towards the junior Medical Officer's Higher Education Loan Payment (HELP) debt after two years continuous service (see clause 31.11). For the purposes of the Professional Development Assistance Package, a 'junior Medical Officer' means the following classifications: MO1 to MO5, HMO1 to HMO6, REG1 to REG6, RL1.1 to RL1.3, and RGT1 to RGT2.

Clause 31.11 improves the existing entitlements for junior Medical Officers that are currently provided in a Commissioner for Public Employment's Determination Number 1018 of 2014 (i.e. all Medical Officers may apply for HELP reimbursement payment up to \$3000 after three years service).

Professional Development Allowance rates in the table in clause 31.18 show the new rates applicable under the new Agreement for all Medical Officers. The rate effective on 11 January 2018 is the rate as at 12 January 2017 increased by 2.5%. The January 2018 rates are increased by 2.5% in January 2019, 2020 and 2021. There is a note in Schedule 1 directing to the rates table in clause 31.18 to assist with the operation of the new Agreement.

## **32. Higher Duties Allowance**

There is no change to this clause and it is the same wording as current clause 35.

## **33. Accident Allowance**

Current clause 36 with some amendments: the reference to '*ordinary hours of duty*' replaces 'normal time' in clauses 33.1, 33.4 and 33.5 for consistent language across the new Agreement and updated the legislative references in clause 33.7. No substantive changes.

### **34. Meal Allowance**

Current clause 37 with one amendment: *'ordinary'* replaces *'normal'* in clause 34.1(c) for consistent language across the new Agreement. To assist with the application of the new Agreement, the applicable meal allowance rates are set out in a table in Schedule 1.

### **35. Preserved Entitlement – Northern Territory Allowance**

Current clause 38 (Northern Territory Allowance) (NTA) omitted as the conditions and rates in that clause relate to employees engaged before 31 July 1987. There are no longer any employees in receipt of the allowance at the specified rates and these legacy provisions are no longer required.

Public Sector Employment and Management By-law 26 (Northern Territory Allowance) currently provides employees engaged after 31 July 1987 with NTA entitlements where eligible (i.e. \$960 per year for a full-time employee with dependants). The new Agreement contains a new clause preserving this By-law entitlement for employees who are in receipt of the allowance, in accordance with By-law 26, on the day prior to the commencement of the new Agreement. New employees or existing employees not in receipt of NTA upon commencement of the new Agreement will not be eligible for NTA on and from the date the new Agreement commences.

## **PART 6 – HOURS OF WORK, OVERTIME AND RELATED MATTERS**

### **36. Hours of Work and Shiftwork**

Clauses 36.1 to 36.4 are equivalent to current clauses 45.1 to 45.4. These clauses deal with hours of work, meal breaks, notice of rosters, Saturday duty, Sunday duty and Public Holiday duty.

Clause 36.5 is equivalent to current clause 45.5 (Shiftwork) with amendments to reflect that a shiftworker need only take one day's recreation leave to be eligible for shiftwork penalties in lieu /recreation leave loading (see clause 36.5(e) and 36.9). Under the current Agreement the employee must take at least one week of recreation leave.

Added the word *'full-time'* to clause 36.8 to clarify the shiftworker overtime provisions in that clause relate to full-time employees (note: there are separate overtime provisions for part-time employees in clause 44).

New provisions dealing with recreation leave and shiftwork penalties (see clauses 36.9 to 36.12) to clarify how these payments are calculated on recreation leave, half pay recreation leave or where an employee is approved to cash-out a portion of their recreation leave. These changes are not substantive and reflect existing operation of current provisions and are consistent with FW Act.

### **37. Overtime**

Current clause 46 with amendments as follows:

- The whole of current clause 46 re-written to consolidate the overtime provisions so that the current inconsistency 'rules' about the interaction between 'Division 1' and 'Division 2' can be omitted.
- Clause 37 is set out under the following sub-headings: General Principles – Reasonable Overtime (see clauses 37.1 and 37.2); General Conditions (see clauses 37.3 – 37.13); Rates of Payment (see clauses 37.14 – 37.16); Minimum Payment (see clauses 37.17 – 37.21); Time Off in Lieu – Sunday Duty (see clause 37.22); Unrostered Overtime (see clauses 37.23 – 37.27).

- The 'General Principles – Reasonable Overtime' clauses are equivalent to current clauses 46.14 and 46.15.
- The 'General Conditions' clauses 37.3 to 37.4 reflect the provisions in current clauses 46.1, 46.3, 46.4, 46.5, 46.6 and 46.19. No substantive change.
- The 'Rates of Payment' clauses 37.14 to 37.16 are as per the current clause provisions (e.g. overtime rates clause 46.21, and formula for hourly rate clause 46.22) with the exception of a new provision providing for a new 'Specialist Fixed Hourly Call Back Rate' (see clause 37.16). These new call back rates (as set out in the table in clause 37.16) are used to calculate overtime payments (e.g. time and a half, double time etc.) for Specialists on First Roster who return to the workplace to perform overtime duty.
- 'Minimum Payment' clauses 37.17 to 37.21 are equivalent to current clauses 46.23 to 46.27, except that the interaction between the minimum payment clauses and other overtime clauses has been addressed in clause 37.7.
- 'Time Off in Lieu – Sunday Duty' clause 37.22 is equivalent to current clause 46.28.
- 'Unrostered Overtime' clauses 37.23 to 37.27 are equivalent to current clauses 46.29 to 46.33, except for a technical change to the time references (the 24 hour clock to be used for consistency throughout the new Agreement).

### **38. Time Off in Lieu of Overtime**

Current clause 47 with an amendment to the last sub-clause (i.e. current clause 47.5) to remove the last sentence about a Medical Officer being promoted above the 'salary barrier'. The 'salary barrier' referred to serves no useful purpose. All Medical Officer salaries are above the Administrative Officer 6 level – which is the applicable 'salary barrier' as per current clause 46.19. This amendment removes wording that has no practical effect.

### **39. Fatigue Leave**

Current clause 48 amended to provide for nine consecutive hours off duty including reasonable travelling time. The current clause provides for eight consecutive hours off duty plus reasonable travelling time.

New provisions (see clause 39.2) dealing with fatigue leave where an employee has had two consecutive days rostered off (e.g. weekend). This is an improvement on the current provisions which relate to overtime worked after ordinary duty on one day and before the next scheduled ordinary duty on the following day.

### **40. Restrictive Duty**

Current clause 49 with amendments as follows:

- New sub-heading '*Review of Restrictive Duty Arrangements*' inserted at the beginning of the clause 40 Restrictive Duty provisions to highlight new provisions providing for a review to be conducted, upon application by a work unit or individual, into restrictive duty arrangements being undertaken by Medical Officers. Clause 40.2 sets out the purpose of the review and provides for the review to be completed within six months of receipt of the written request, subject to any delays beyond the control of the Health Service. Current clauses 49.1 and 49.2 are unchanged and were combined into one provision (see clause 40.1).

- In clause 40.6(c) Clinical Advice by Telephone: changed the clause to qualify that a Medical Officer may be required for recall to duty '*in exceptional circumstances*'. Currently the clause says 'if required'. (Note: the guidelines in Schedule 3 support the change by providing that 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 Roster, First Roster)).
- Home Duty omitted. Consequential amendments removing any reference to Home Duty in the Restrictive Duty clause.
- The First Roster on-call rate will be increased from \$1.90 to \$4.00 per hour effective from 11 January 2018 and \$4.05 per hour effective from 01 January 2019. The on-call rate is included in a table in Schedule 1. A note included after clause 40.7(b)(ii) directing to clause 37 for overtime rates payable where a Medical Officer is recalled to the workplace during a period of First Roster and clarifying the on-call rate is inclusive of phone calls taken. Current clause 49.7(b) refers to an on-call allowance 'as prescribed by the Commissioner'. The new Agreement (clause 40.7(b)) describes the method and basis for adjustment of the allowance during the term of the new Agreement. As is the case currently, the Commissioner will give effect to the adjusted rates through a Determination issued under the PSEM Act.
- The current Agreement rates for Clinical Advice by Telephone (i.e. 'Night Rate' and 'Day/Night Rate') have been increased, effective from 11 January 2018, using the following formula (rounded to the nearest whole dollar):

Night Rate: ( $\$4 \times 16 \text{ hours}$ ) + \$93.31 (1 hour at overtime for Registrar level 6 (REG6)) = \$157

Day/Night Rate: ( $\$4 \times 24 \text{ hours}$ ) + \$93.31(1 hour at overtime for Registrar level 6 (REG6)) = \$189

The new rates are included in a table in Schedule 1 and will be increased annually by 2.5% in January 2019, 2020 and 2021. Clause 40.7(c)(i) makes it clear the rates are inclusive of all telephone calls taken during the period of restriction. The Medical Officer is entitled to overtime payments where they return to the workplace to perform overtime duty. A note included directing to clause 37 for overtime payments.

- Current clause 49.8 rewritten at clause 40.8(c) to more clearly set out the existing provisions regarding the interaction between restrictive duty payments (i.e. Immediate Roster allowance (also known as 'standby'), First Roster on-call allowance, or Clinical Advice by Telephone rates) and other payments (e.g. overtime, excess travelling time to remote communities). A Medical Officer cannot receive restrictive duty payments during any period they receive another payment. Second Roster is not listed in this clause as Specialists on Second Roster receive the applicable annual allowance and, where they perform additional hours in relation to Second Roster, there are no overtime payments applicable (as per clause 37.4(b)) unless under special circumstances approved by CEO as per clause 37.4(c).

#### **41. Emergency Duty**

There is no change to this clause and it is the same wording as current clause 50.

#### **42. Excess Travel Time for Travelling to Remote Communities**

Current clause 51 with minor change to the clause heading (i.e. removed 'Medical Officers') for succinctness. No change to entitlements or wording in clause itself.

#### **43. Public Holidays**

Current clause 52 with the following amendments: clause 43.2 to 43.5 replaced current clause 52.2 to 52.4. Clauses dealing with substitute public holidays removed as the *Public Holidays Act (NT)* was amended in 2016 to deal with substitute public holidays. New provisions in clauses 43.2 to 43.5 setting out the right of the employer to request an employee to work a public holiday, if it is reasonable, and the employee's right to refuse such a request, if it is reasonable.

#### **44. Part-time Employment**

Current clause 53 with amendments to clarify the existing part-time employment conditions and entitlements, particularly in relation to when overtime is payable to a part-time Medical Officer (see clause 44.3). Additional wording in relation to the establishment of agreed/contracted ordinary hours on commencement or conversion to part-time employment. No change to existing entitlements or provisions.

#### **45. Best Work Practice Standards**

Current clause 54 with the addition of a note under clause 45.1(b) directing to related provisions in clause 39 Fatigue Leave that deal with minimum rest break after working overtime.

#### **46. Reasonable Workload Management**

New clause setting out the parties' commitment to maintaining reasonable workloads.

### **Part 7 – Leave and Related Matters**

#### **47. Recreation Leave**

There is no change to this clause and it is the same wording as current clause 55.

#### **48. Christmas Closedown**

Current clause 57 with a minor change in clause 48.1(b) amending provisions to accommodate situations where the Christmas/New Year period goes over a working week with the ability for work units to consider additional days before Christmas Day and after New Year's Day.

#### **49. Recreation Leave Loading**

Current clause 58 with a minor change in clause 49.2(a): shiftworkers will be an exception to the rule that an employee is required to utilise one week of recreation leave to be entitled to recreation leave loading. (See clauses 36.9 to 36.10 for related amendments to the shiftwork provisions).

## **50. Personal Leave**

Equivalent to the current clause 59 with some changes: in the definitions section (clause 50.3) the definitions have been amended in line with FW Act definitions (e.g. de facto partner); re-word provisions to make entitlements for casual employees clearer (see clause 50.5); clarify the entitlements that apply to full-time employees to assist with determining pro rata for part-time employees; in clause 50.8(b)(ii) replaced 'remote or regional locality' with '*outside an urban area*' for clarity about reasons why a statutory declaration may be provided as evidence; clearer provisions in clause 50.8(c) for what evidence may be required for carer's leave; re-word current clause 59.4(g)(i) (see clause 50.4(g)(i)) to capture that personal leave could be taken for the employee's illness or injury or carer's purposes (currently clause just refers to the employee being absent on account of illness); under the 'Medical Examination at the Direction of the CEO' clauses removed reference to a registered health practitioner 'approved by the Commissioner' as such approval no longer occurs; and included 'injury' wherever 'illness' appears to better reflect reasons for medical examination. These changes are not substantive.

A new clause 50.8(d)(i) included about documentary evidence for shiftworkers which provides that an employee may access personal leave without providing documentary evidence up to a maximum of the employee's weekly ordinary hours or five shifts, whichever is the greater, provided that no more than three of those shifts may be consecutive working days.

## **51. Compassionate Leave**

Equivalent to the current clause 60 with some technical changes: in the definitions section there are references directing to the same definition in clause 50 Personal Leave to simplify provisions for enhanced readability and reduce duplication. No substantive change.

## **52. Long Service Leave**

There is no change to this clause and it is the same wording as current clause 61.

## **53. Parental Leave**

The current clause 62 'calls up' the parental leave entitlements as set out in clause 49 of the Northern Territory Public Sector 2013 – 2017 Enterprise Agreement. The new Agreement contains the parental leave entitlements that will apply to Medical Officers.

The changes between the current parental leave entitlements (i.e. clause 49 of the NTPS 2013 – 2017 Enterprise Agreement) and the proposed clause 53 are as follows:

- To improve readability and support plain English language provisions, the current parental leave clause has been completely re-written with greater use of sub-headings, notes and examples. The current types of parental leave (e.g. ordinary maternity leave, paternity/partner leave and adoption leave) have been consolidated into two types: Primary Caregiver Leave and Partner Leave. The existing entitlements have been enhanced as described below.
- The current parental leave provisions have been broadened with the application of parental leave provisions to include surrogacy situations.
- A new provision, see clause 53.6(e), providing up to 14 weeks paid Primary Caregiver Leave to Medical Officers (e.g. Registrars) with less than 12 months service at the time of taking parental leave who were employed with the Department of Health and left that employment to undertake mandatory training and then recommenced employment with the Department of

Health. Maximum time periods between one contract and the next apply. The Medical Officer is entitled to up to 52 weeks of parental leave (as per current entitlements) inclusive of the paid component.

- A new provision, see clause 53.7(d), will provide partners who meet the eligibility requirements with access to paid leave where they take on the primary carer responsibilities within 14 or 18 weeks of their child's birth or adoption because their child's initial primary caregiver ceases to be primary caregiver (e.g. returns to work). For employees with more than five years of service this will be up to 18 weeks from the birth/adoption of the child, and 14 weeks for employees with one to five years of service. Partners may still access partner leave (up to 2 weeks paid) prior to accessing this new partner as primary caregiver leave. Access to paid leave (up to 14 weeks) under clause 53.7(d) will also be available to a Medical Officer (e.g. Registrar) who meets the requirements of clause 53.6(e) as if the employee had at least 12 months continuous service.
- A change made to the current clause 49.14(a) which states an employee may not return to work any less than six weeks after the date of birth of her child. The equivalent clause 53.19(a) in the new Agreement permits an employee to return in the six week period after birth provided a medical certificate is provided stating the employee is fit for work during that period.
- In the new Agreement employees entitled to paid primary caregiver leave will have their superannuation paid for the first 12 months of parental leave. This extends the existing entitlement which pays superannuation for the 'first six months' in the current clause 49.18 and opens up the entitlement to male and female employees.
- Employees will continue to be able to request leave without pay or flexible working arrangements (e.g. part-time) up until the child reaches school age.

#### **54. Emergency Leave**

There is no change to this clause and it is the same wording from the current clause 63.1.

#### **55. Leave to Attend Industrial Proceedings**

There is no change to this clause and it is the same wording from the current clause 63.4.

#### **56. Sabbatical Leave – Senior and Rural Medical Officers**

There is no change to this clause and it is the same wording from the current clause 64.

#### **57. Office Bearer and Representative Leave**

This is a new clause to provide paid leave for a Medical Officer who requires leave to meet obligations as an Office Bearer or Representative for Medical Colleges and their constituent Faculties, Medical Boards or industrial organisations. The amount of paid leave granted is subject to CEO approval.

#### **58. Cultural and Ceremonial Leave**

This is a new clause to provide an employee up to five days unpaid cultural leave per year for cultural or ceremonial obligations.

## **59. Domestic and Family Violence**

This is a new clause to raise awareness of support in the NTPS for employees experiencing domestic and family violence (including sexual violence) and the available entitlements to paid leave for employees experiencing domestic and family violence in accordance with By-law 18 Miscellaneous Leave.

## **60. Work Life Balance**

There is no change to this clause and it is the same wording as current clause 65, except for one minor technical correction to show the correct parental leave clause reference for the definition of 'eligible casual employee'.

## **Part 8 – Other Conditions of Employment**

### **61. Recovery of Overpayments on Cessation of Employment**

This is the current clause 66 amended to remove current clause 66.2 that deals with recovery of relocation costs on cessation of employment. These provisions have been removed as recovery of monies in the circumstances described is not enforceable.

### **62. Professional Standards and Behaviours**

Current clause 67 with amendments to current clause 67.6 which deals with non-direct clinical duties for senior Medical Officers. The amendments (see clause 62.6) explain the importance of non-direct clinical contact time for senior Medical Officers and provides for guidelines to be developed that are consistent with industry practice.

### **63. Interrupted Employment**

Current clause 68 with a minor correction: 'Professional *Development* Allowance' replaces 'Professional Training Allowance' in the last sentence of clause 63.1(b).

### **64. Redeployment and Redundancy**

Current clause 69 amended as follows:

- Current clause 69.1 amended to remove any reference to another NTPS enterprise agreement (i.e. Schedule 10 of the NTPS 2013 – 2017 Enterprise Agreement) for the applicable redeployment and redundancy entitlements. The applicable entitlements are set out in Schedule 6 of the new Agreement. The entitlements in Schedule 6 are equivalent to the current redeployment and redundancy provisions applicable to employees covered by the NTPS 2017 – 2021 Enterprise Agreement (the successor agreement to the NTPS 2013 – 2017 Enterprise Agreement), which correspondingly apply to Medical Officers. See explanatory notes below for Schedule 6.
- Amended current clause 69.2 (see clause 64.2) to reflect the FW Act position in relation to redundancy situations involving a transfer of business where the employer finds alternative employment for the employee.

SCHEDULE	CURRENT AGREEMENT COMPARED TO NEW AGREEMENT
<p><b>SCHEDULE 1 – RATES OF PAY AND ALLOWANCES</b></p>	<p>The rates of pay and allowance tables in the current Agreement at Schedule 1 have been reformatted and the rates increased in accordance with the applicable provision of the new Agreement (e.g. annual salaries increased by 2.5%).</p> <p>New tables for existing allowances included in Schedule 1 to assist with application of the new Agreement: tables for First Roster On-Call, Second Roster Allowance and Meal Allowance.</p> <p>A sentence added at Schedule 1 clause 1.2 clarifying that if there is any inconsistency between Schedule 1 and the relevant provision of the new Agreement, the latter will prevail. This is no change to the existing interaction between the current clauses and schedules.</p>
<p><b>SCHEDULE 2 – WORK LIFE BALANCE INITIATIVES</b></p>	<p>Clause 2.1 General – same as current Schedule 1 clause 1 - no change.</p> <p>Clause 2.2 Recreation Leave at Half Pay – same as current Schedule 1 clause 2 - no change.</p> <p>Clause 2.3 Purchase of Additional Leave (Purchased Leave) - current Schedule 1 clause 3 with an amendment to remove the requirement for employee to have exhausted all other paid leave available before accessing purchased leave. Under the new Agreement the employee may be granted purchased leave where the employee has less than three days accrued recreation leave. Other minor technical amendments.</p>
<p><b>SCHEDULE 3 – RESTRICTIVE DUTY GUIDELINES</b></p>	<p>Current Schedule 3 amended to support clause 40 changes as follows:</p> <p>Removed the historical reference to ‘Medical Officers (Northern Territory Public Sector) Award 2001 (AP807671)’ at the top and any reference to ‘award’ within the provisions as this award no longer exists and its provisions are not applicable.</p> <p>Added guidelines for use of Clinical Advice by Telephone consistent with the intended operation of this category of restrictive duty.</p> <p>Omitted ‘Home Duty’ guidelines as this category of restrictive duty has been omitted from the new Agreement.</p>
<p><b>SCHEDULE 4 - AGREEMENT ON CONSOLIDATION ADVICE ON MEDICAL OFFICER TERMINATION AND CONTRACT OF EMPLOYMENT ISSUES</b></p>	<p>Current Schedule 4 with the following changes:</p> <p>Terms or language changed for consistency with PSEM Act (e.g. ‘appointed’ changed to ‘employed’) and definitions in clause 4.</p> <p>Added words in clause 4.1.1 to provide that a copy of the document can be accessed electronically.</p> <p>In the explanatory note in italics under first dot point in clause 4.1.3, changed ‘the Commissioner will delegate...’ to ‘the Commissioner <i>may</i> delegate...’ as the agreement cannot fetter the Commissioner’s powers under the PSEM Act.</p>

SCHEDULE	CURRENT AGREEMENT COMPARED TO NEW AGREEMENT
<b>SCHEDULE 5 - MANAGERIAL ALLOWANCE – INDICATIVE PROVISIONS</b>	Current Schedule 5 – no change.
<b>SCHEDULE 6 – NTPS REDEPLOYMENT AND REDUNDANCY PROVISIONS</b>	<p>New 'Schedule 6' included in accordance with clause 64 (Redeployment and Redundancy).</p> <p>This new schedule sets out the current entitlements applicable to Medical Officers (as per current clause 69.1) that are contained in Schedule 10 of the NTPS 2017 – 2021 Enterprise Agreement [Agreement ID: AE427964]. This is the enterprise agreement that replaced the NTPS 2013 – 2017 Enterprise Agreement [Agreement ID: 405518].</p> <p>The current entitlements in Schedule 6 are different to those under the NTPS 2013 – 2017 Enterprise Agreement as there is a minor technical amendment required. Clause 6.4.11 makes it clear that the accrued airfare entitlements, referenced in relation to voluntary retrenchment situations, are those entitlements for long term employees provided for in By-law 33 or 47.</p>
<b>SIGNATORIES</b>	This page is for the employer's signature and the signature of the person who is a bargaining representative for employees covered by the new Agreement (i.e. usually the ASMOF NT Industrial Officer). The equivalent is page 60 of the current Agreement.

### **CLAUSES IN THE CURRENT AGREEMENT THAT HAVE BEEN OMITTED**

- Current clause 41 (Cash up Airfares on a Common Date) has been omitted from the new Agreement as the equivalent provisions are now set out in By-law 33.10 and there are no 'compulsory employees', as defined in the By-laws, who may be eligible for airfares under By-law 47. By-law 33 is where the entitlement to a recreation leave airfare is derived and employees must have been employed before 1 August 1987 to be eligible. The cash up on a common date provisions were added to By-law 33 in April 2016 as part of the PSEM By-law review.
- Current clause 42 (Excess Travelling Time) has been omitted as the entitlements provided in that clause are only available to Medical Officers engaged on \$67 665 per year (i.e. at or below the first increment point of the NTPS Administrative Officer 4). All Medical Officers under the new (and current) Agreement are paid a salary above that level. The new Agreement continues the existing entitlements (in current clause 51) to payment for excess travel time for travelling to remote communities. See clause 43 above.

### **INFORMATION ON THE NEW AGREEMENT**

If you would like further information on the agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **08 8999 4282**. Alternatively you can email your query online [www.enterpriseagreements.nt.gov.au/general\\_feedback](http://www.enterpriseagreements.nt.gov.au/general_feedback) . Also visit our website at [current negotiations](#) for more information.