

PROPOSED
Medical Officers Northern Territory Public Sector
2022 - 2025

Enterprise Agreement

EXPLANATORY NOTES

**This document reflects the changes in the proposed Agreement compared
with the current Agreement**

and

**the proposed Agreement and variations made to the
Northern Territory Public Sector Enterprise Award 2016
(since the current Agreement was made)**

Please note:

- i. Reference to the 'current agreement' means the *Medical Officers Northern Territory Public Sector 2018 - 2021 Enterprise Agreement* ID [AE503648] and reference to the 'new Agreement' means the proposed *Medical Officers Northern Territory Public Sector 2022 - 2025 Enterprise Agreement*.
- ii. Technical changes have been made throughout the new Agreement that are not included in the explanatory notes, including;
 - a. the current agreement has been reformatted and reorganised into parts that collate related entitlements or subject matter;
 - b. adopting gender neutral language and plain English language, where appropriate, without affecting entitlements or conditions;
 - c. cross referencing sub-clause number references in line with the new Agreement; and
 - d. general grammar and punctuation updates.
- iii. This document is in order of the clause numbers under the new Agreement. Unless specified otherwise, the explanatory notes are referring to the new Agreement clauses. An explanation of how the provision or entitlement has translated from the current agreement to the new Agreement is included.
- iv. Clause numbers vary from the current agreement due to the removal of some clauses, introduction of new clauses and reorganisation of existing clauses and schedules.
- v. Where clauses have been references, the clause and sub-clause in the explanatory notes are referring to the new Agreement clauses. Under each clause is an explanation of how the provision or entitlement has translated from the current Agreement to the new Agreement.

Further information on the proposed new Agreement

If you would like further information on the new Agreement, please contact the Employee Relations unit in the Office of the Commissioner for Public Employment on telephone **8999 4282** or Vicki Skopellos within the Department of Health on **8922 7317**.

Part 1 Application and Operation of Agreement

1. Title

The title has been changed to Medical Officers Northern Territory Public Sector 2022 – 2025 Enterprise Agreement.

2. National Employment Standards

There is no change to this clause.

3. Parties covered by this Agreement

There is no change to this clause.

4. Definitions

The definition of:

- **Agreement** has been changed to reflect the title of the new Agreement
- **Doctors in Training** – to replace the term ‘Junior Doctors’
- **extended family** – a new definition for the purposes of compassionate leave
- **miscarriage** – a new definition for the purposes of parental leave and compassionate leave
- **PSEM Act** has been amended to reflect the correct title of the Act (i.e. include date)
- **stillborn child** - new definition for the purposes of parental leave and compassionate leave

A range of definitions which were previously contained within clauses have been moved to the front of the new Agreement for ease of reference. These are:

- **child** (from compassionate leave)
- **de facto** (from compassionate leave)
- **immediate family** (from compassionate leave)
- **medical certificate** (from personal leave)
- **personal leave year** (from personal leave)
- **reasonable business grounds** (from requests for flexible work arrangements and to extend parental leave. This definition will only apply to these entitlements)
- **registered health practitioner** (from personal leave)
- **spouse** (from compassionate leave)

5. **Period of Operation**

This clause has been changed to reflect the nominal expiry of the new Agreement to be 31 December 2025.

6. **New - Commitment**

This is a new clause providing a commitment that for the term of the Agreement there will be no reduction in current or future Medical Officers rights and entitlements as provided in By-laws and Determinations covering groups of Medical Officers.

7. **No Extra Claims**

This is clause 6 in the current Agreement.

There is no change to this clause.

8. **Relationship with PSEM Act**

This is clause 7 in the current Agreement.

There is a new sub clause 8.3 explaining that all By-laws providing leave entitlements, with exception of By-law 8 Long Service Leave, have been fully incorporated into the Agreement and therefore, the By-laws have no application.

A new sub clause 8.4 which provides that for the life of this Agreement, general employment conditions specified in PSEM By-laws and Determinations, relevant to groups of Medical Officers, will not be unilaterally varied without consultation and agreement with the affected parties prior to the formalisation of an amendment. As a result of the new sub clause, the existing clause 7.4 has been renumbered to clause 8.5.

9. **Negotiation of Replacement Agreement**

This is clause 8 in the current Agreement.

There is no change to this clause.

Part 2 Procedural Matters

10. **Dispute Settling Procedures**

This is clause 9 in the current Agreement.

There is no change to this clause.

11. **Management of Change**

This is clause 10 in the current Agreement.

The clause has been simplified, however the process (e.g. when CEO must consult) and entitlements are unchanged.

Additional clause included at 11.9, where the CEO wishes to change the agreed (and documented) clinical placement rotations of a Medical Officer, the management of change provisions can apply.

12. Performance development

This was clause 11 in the current Agreement.

The title of this clause was previous 'Performance Management and Development'. This clause has been amended to reflect current operational practices.

13. Termination and fixed period employment contracts

This was clause 12 in the current Agreement.

An additional clause (cl 13.2) has been included referencing the period of notice on resignation. This clause was included at the request of ASMOF NT.

Part 3 Flexible Work Arrangements and Facilitative Provisions

14. Individual Flexibility Arrangements

This was clause 13 in the current Agreement.

The clause in the new Agreement has been revised for consistency with the *Fair Work Act 2009*.

15. Variation to Working Arrangements for Groups of Medical Officers

This was clause 14 in the current Agreement.

This clause has some technical changes for simplification and succinctness.

Part 4 Classification and Remuneration Matters

16. Salary structure review

This is a new clause in the Agreement.

There is a commitment to work towards examination of a simplified salary structure for all Medical Officers, including related allowances. The review will be undertaken no later than 12 months from the commencement of the Agreement. Any agreed outcomes / recommendations will be provided to the Commissioner for consideration and consultation with parties and may be effected through a determination or other appropriate instrument.

17. Classification Definitions

This was clause 15 in the current Agreement.

For Senior Registrar (clause 17.8), for clarity, the classification definition has been amended.

The introduction of the Rural Generalist Pathway is at clause 17.44 to 17.55.

Introduced improvements to the existing Rural Generalist Pathway, in line with the National Rural Generalist Pathway. Includes a new classification of Pre-Vocational Rural Generalist and expands the existing Vocational Rural Generalist Trainee classifications, as well as increases to the Rural Generalist classifications to optimise career progression post-fellowship.

The classification table at clause 17.56 has been amended as follows:

- Rural Medical Practitioner:
 - the qualification barrier has been removed
 - RMP's on RL3.1 and RL3.2 salary rate will automatically transition to RL3.3 on approval of the new Agreement.

Rural Generalist Pathway

- Pre-Vocational Rural Generalist Trainee – inclusion of MO4 and MO5.
- Vocational Rural Generalist Trainee - inclusion of new levels and salary rates for RGT4, SGT1 - Yr 1 and SGT2 – Yr 2.
- Rural Generalist – inclusion of new level and salary rate for RG4.
- Progression to new classifications/salary rates to be in accordance with clause 18.2 and 18.3 in the new Agreement and effective from the commencement of the new Agreement.
- New classification levels and salary rates effective from the commencement of the new Agreement.

18. Salary Progression

This is clause 16 in the current Agreement.

Senior Rural Medical Practitioners, Rural Medical Administrators and Senior Rural Generalist to receive annual progression through the salary rates. Previously salary progression was every two years.

19. Salaries

This is clause 17 of the current Agreement.

This clause has been amended to reflect the 3% pay increase each year and the effective date.

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

The new Agreement sets out the annual salaries and allowances in tables in Schedule 1 as follows:

- 1.1 – Annual salary for Medical Officer classifications under the new Agreement
- 1.2 – Allowances

20. Superannuation

This is clause 19 in the current Agreement.

The provisions have been updated in line with Commonwealth legislation and to clearly set out the employer's superannuation contributions i.e. superannuation contributions

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

21. Salary Sacrifice

This is clause 20 in the current agreement.

There has been no change to this clause.

Part 5 Allowances

22. Specialist Private Practice Allowance

This is clause 21 in the current Agreement.

New clause has been included to acknowledge that a review of the Specialist Private Practice Allowance model and categories has been completed. The parties agree to work together in formalising a new model and operational requirements, as a priority during the term of the Agreement, refer clause 22.1 of new Agreement.

There are no other changes to this clause.

23. Pre-eminent Status Allowance

This is clause 22 of the current Agreement.

Pre-eminent Status Allowance has been extended to Rural Medical Partitioners, Rural Generalist and Rural Medical Administrators.

Additionally, a simplified processes for the renewal of this allowance has been introduced. The Work Partnership Plan (WPP) process will replace the requirement to lodge a full submission every two years to renew the allowance. The renewal is subject to the formal WPP review and approval by the Medical Officer's supervisor to monitor the performance and meet the continual eligibility on a yearly basis. This is required for the renewal of the Pre-eminent allowance.

24. Managerial Allowance

This is clause 23 of the current Agreement.

Minor technical changes to clause such as the removal of the term 'junior' and 'senior'.

Reference to Schedule 5 has been removed as the eligibility criteria for the payment of the managerial allowance is contained within clause 24, and requires CEO approval.

There are no other changes to this clause.

25. Practitioner Allowance

This is clause 24 in the current Agreement.

There is no change to this clause.

26. Extended Hours Benefit Payment

This is clause 25 of the current Agreement.

Clause has been amended to include a review of the appropriateness of the provisions of the extended hours benefit payment and its intended use, to commence within 12 months from the commencement of the Agreement.

For clarity, there is a minor amendments to the wording at clause 26.5 and 26.6 of the current Agreement.

27. Registrar Rotation Allowance

This is clause 26 of the current Agreement.

There is no change to this clause.

28. Attraction and Retention Allowance – Correctional Centres

This is clause 27 of the current Agreement.

A \$15,000 increase has been applied, effective from the commencement of the new Agreement.

The new rates, inclusive of the \$15,000, will be:

- Darwin Correctional Centre – \$61,814 per annum
- Alice Springs Correctional Centre – \$75,189 per annum

29. Staff/Senior Staff Specialist – Living Payments and Allowances

This is a new clause in the Agreement.

In recognition of the social and professional isolation associated with regional and remote service, the regional and remote living payments and allowances has been extended to Staff Specialists and Senior Staff Specialists who perform the majority of their duties in regional and remote areas (similar to the payments and allowances currently payable to Rural Medical Practitioners).

- The regional and remote attraction allowance will be paid fortnightly.
- The regional and remote retention payment will be paid as a lump sum at the completion of each 12 months of service (12 months continuous service will commence at the FWC approval date of the new agreement).

Payment of these entitlements are based on the category level (there are 3 remote locality levels) the Medical Officer is residing in and performing the majority of their duties in regional and remote areas.

These entitlements will be available from the commencement of the new Agreement.

30. Senior Staff Specialist Rural Allowance

This is a new clause in the Agreement.

This is a new allowance payable to Senior Staff Specialist that resides and performs the majority of their duties in regional and remote areas.

Payment of this allowance will be effective from the commencement of the new Agreement (see schedule 1 of the proposed agreement for payment rate).

31. **Rural Medical Practitioners - Living Payments and Allowances**

This is clause 28 in the current Agreement.

There is no change to this clause.

32. **Rural Medical Practitioner – Revenue Activity Incentive Payment**

This is clause 29 of the current Agreement.

There is no change to this clause.

33. **Rural Generalist Trainee Allowance**

This is clause 30 of the current Agreement.

In the new Agreement, reference to Alice Springs Hospital and Tennant Creek Hospital has been moved into clause 33.1 and 33.2 to reflect the current operational practice. This allows clause 30.4 to be removed.

Payment of this allowance does not apply to Pre-Vocational Trainees.

The title has been amended by removing 'GDH/KDH' from the end of the title.

34. **Professional Development Assistance Package**

This is clause 31 in the current Agreement.

New - Provide Interns with up to 5 days professional development leave per annum for attendance at approved professional development activities, subject to the Intern's Work Partnership Plan.

New – Provide up to 5 days travel time per annum (non accumulative) to attend professional development activities where the Medical Officers lives and resides in a NT remote community (i.e. Level 3 remote locality).

The table containing the entitlements to Professional Development Leave and Professional Development Allowance has been moved to Schedule 1 – Rates of Pay and Allowances.

The term 'junior' has been removed from this clause and now reads 'Medical Officer'.

35. **Higher Duties Allowance**

This is clause 32 in the current Agreement.

Improved payment at a higher classification where a Medical Officer has been formally directed to perform duties at a higher classification for at least one entire shift. This is an improvement of the current clause requirement to perform higher duties for 6 days or more.

36. **Accident Allowance**

This is clause 33 in the current Agreement.

Technical amendment made to include reference to the *Return to Work Act 1986*.

There is no other change to this clause.

37. Meal Allowance

This was clause 34 in the current Agreement.

There is no change to this clause.

38. Preserved Entitlement - Northern Territory Allowance

This is clause 35 in the current Agreement.

Technical change to include the actual date of effect for the annual review requirements.

Additional clause included for clarity in relation to the eligibility.

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

39. Types of Employment

This is a new clause referencing that Medical Officer are employed under section 29 of the PSEM Act on an ongoing, fixed period or casual basis. The clause explains that ongoing or fixed period employment can be on a full-time or part-time basis. This clause reflects the current legislative basis of employment in the Northern Territory Public Sector.

40. Full-time employment

This is a new clause to define full-time employment. There is no change to how the current Agreement operates with respect to a full-time Medical Officer, however, the new Agreement will assist with interpreting and applying other entitlements under the Agreement. The clause defines a full-time Medical Officer according to their ordinary hours of duty per week with reference to the full-time hours i.e. 38 hours per week.

41. Part-time employment

This is clause 44 in the current agreement with changes to incorporate part-time conditions. This clause defines part-time employment and sets out the rules for part-time employment, including changing agreed hours and other matters.

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

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

42. Part-time hours of duty and overtime

This is clause 44.3 in the current Agreement and has been moved to consolidate the hours of duty and overtime for a part-time Medical Officer.

43. **Casual employment**

This is clause 18 in the current Agreement.

This clause has been changed to incorporate a definition of casual employment. It is also consistent with recent amendments to the FW Act (s 15A refers).

The clause includes the minimum daily engagement of a casual Medical Officer is three hours.

In addition, it includes the right to request conversion from casual to ongoing employment amendments to the FW Act (ss 66A—66M refer).

44. **Hours of Duty and Shiftwork**

This is clause 36 in the current Agreement.

A new sub clause has been included for shiftwork affirming rosters will support the needs of a 24 hour, seven days a week health care service as appropriate, including staggered start times of rosters, refer sub-clause 44.5(a) of the new Agreement.

There is no change to this clause.

45. **Overtime**

This is clause 37 in the current Agreement.

Call back rates for Specialist on First Roster have increased by 3% per annum.

The current sub-clause relating to 'Unrostered Overtime' has been contemporised and the previous examples of 'professional commitment' have been removed to clarify that start times for Specialists rounds for Doctors in Training are to be included in rostered hours. As a result, existing clauses 37.24 to 37.27 inclusive have been removed from the current Agreement.

A new sub clause titled 'Authorised Unrostered Overtime' has been included for occasions whereby overtime that cannot be authorised in advance, but has been worked, the claim must be approved by the relevant authorised delegate within the current or next fortnight of the claim being made. Conditions apply.

There are no other changes have been made to this clause.

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

This is clause 38 in the current Agreement.

There is no change to this clause.

47. **Fatigue Leave**

This is clause 39 in the current Agreement.

There is no change to this clause.

48. **Restrictive Duty**

This is clause 40 in the current Agreement.

New clause has been included to acknowledge that a review of the Restrictive Duty provisions has been completed. The parties agree to work together in formalising a new model and operational requirements, as a priority during the term of the Agreement, refer clause 48.1 of new Agreement.

There is a minor amendment to the wording at clause 40(8)(c) in current Agreement. For clarity, this clause relates to Immediate Roster only, not First Roster or Clinical Advice by Telephone.

There are no other changes to this clause.

49. Emergency Duty

This is clause 41 in the current Agreement.

There is no change to this clause.

50. Excess Travel Time of Travelling to Remote Communities

This is clause 42 in the current Agreement.

There is no change to this clause.

51. Public Holidays

This is clause 43 in the current Agreement.

Minor amendment to the clause to reflect the National Employment Standards under the *Fair Work Act 2009*.

There is no change to this clause.

52. Work Practice Standards

This is clause 45 in the current Agreement.

There is no change to this clause, other than a change to the title.

53. Principles of Rostering

This is a new clause

The principles of rostering and expected requirements to support good practice and fatigue management have been incorporated into the Agreement.

54. Rosters

This is a new clause in the Agreement.

Rostering practices must be in accordance with fatigue management principles, and include protected teaching time.

55. Audit – Rostering Practices

This is a new clause.

This clause relates to the compliance of rosters and overtime worked by Medical Officers.

56. **Reasonable Workload Management**

This is clause 46 in the current Agreement.

There is no change to this clause.

Part 7 Leave and Related Matters

All leave entitlements have been relocated under this part.

57. **Personal Leave**

This is clause 50 in the current Agreement.

The definitions previously contained in the clause have been relocated to clause 4 'Definitions' in the new Agreement.

The new Agreement now includes the provisions relating to the accrual of personal leave, where a Medical Officer who is employed on a contract specifying a minimum of six months, or longer, continuous service will be entitled to two weeks personal leave on commencement, and a further one week paid personal leave (three weeks in total) after six months period.

The clauses relating to 'Infectious disease' and 'War Service' have been moved to their own standalone clauses in the new Agreement.

There are no further changes to the clause.

58. **Infectious diseases leave**

This is a new clause which moved the elements from the personal leave clause, with improvements.

The improved provisions require an employee to provide evidence that would satisfy a reasonable person of the need for the leave. Another change is that working from another location (e.g. working from home) can be considered prior to utilising recreation leave where an employee is required to self-isolate but is not suffering from the illness. There is a new sub-clause 58.2 that acknowledges if an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*.

59. **Recreation Leave**

This is clause 47 of the current Agreement.

In recognition of service, and as a retention measure:

- 5 days (1 week) additional recreation leave will be available following the completion of 5 years of continuous service; and
- a further one week available following the completion of 10 years of continuous service.

A Medical Officer's entitlement to paid additional recreation leave accrues on the completion of each year of continuous service and according to the Medical Officer's ordinary hours of work. A part-time Medical Officer will accrue recreation leave on a pro rata basis in accordance with their agreed hours of work.

Please note that this additional leave will be available upon the commencement of the new Agreement.

For example:

Completed years of service	Leave entitlement
Year 1 to 5	Usual leave (i.e. 6 weeks)
Year 6 to 10	Usual leave + 1 week (i.e. 7 weeks)
Year 11 and all future years	Usual leave + 2 weeks (i.e. 8 weeks)

For a part time Medical Officers, who has agreed weekly ordinary hours are 16 hours per week, their additional recreation leave entitlement on completing:

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

To encourage Medical Officers to return to the department after a period of interrupted employment, the CEO may recognise a Medical Officer's prior continuous service with the Department of Health for the purpose of accessing additional recreation leave after working in a:

- Recognised humanitarian medical program or medical practice outside the department (the maximum period of interrupted employment to be recognised is 24 months).
- Recognised vocational training program that leads to a Fellowship (the maximum period of interrupted employment to be recognised is 48 months).

Overall, a Medical Officer must have at least 5 years or 10 years continuous service with the Department of Health before accessing the additional recreation leave provisions.

The Medical Officer must return to the Department of Health within 2 months of ending their employment with the recognised employer and complete 12 months continuous service with the department to be eligible for the additional recreation leave. The period of service with another employer is not counted as contributing towards the 5 or 10 years of service for the purpose of the accrual of additional recreation leave.

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

There is an addition to the provision regarding the granting of recreation leave, sub clause 59.5(b), which provides that 'an application will not be unreasonably refused'.

There are no other changes to this clause.

60. **Christmas closedown**

This is clause 48 in the current Agreement.

There is no change to this clause.

61. **Recreation Leave Loading**

This is clause 49 in the current agreement.

There is a minor change to the reporting period reference regarding the Australian Statistician's Northern Territory male average weekly total earnings to require a change from the June quarter to May reference period. This change is because Australian Bureau of Statistics no longer provide a June report.

62. **Compassionate Leave**

This is clause 51 in the current agreement.

The definitions previously contained in the clause have been relocated to clause 4 'Definitions' in the new Agreement. The clause provides for the following improved entitlements:

- Current entitlement which provides for paid leave on the death or life threatening illness or injury of an immediate family or house hold member has been improved to allow for five days (currently 3 days) per occasion.
- Five days paid leave for a still birth where the child would have been a member of the Medical Officer's immediate family or a member of the employees household.
- New - Three days paid leave on the occasion of the death of an extended family member (which is defined in cl 4 Definitions e.g. aunt, uncle, niece, nephew, cousin) and in the case of a miscarriage.

63. **Cultural and Ceremonial Leave**

This is clause 58 in the current Agreement.

The clause has been simplified but there is no substantial change to the operation or the conditions/entitlements.

64. **NAIDOC Week Leave**

This is a new clause to support all employees to attend NAIDOC activities.

The clause provides for Medical Officers to access up to three hours of time off in lieu of overtime (TOIL), or other flexible work arrangement to attend NAIDOC week activities. Where Medical Officers do not have access to these arrangements a CEO may approve up to three hours of paid leave to facilitate the attendance at NAIDOC week activities.

65. **Kinship Obligation Leave**

This is a new clause in the Agreement.

The clause provides for the new entitlement of up to five days paid leave per annum to allow for Australian First Nations Medical Officers to attend to Sorry Business or related purposes.

66. Domestic, Family and Sexual Violence Leave

This is clause 59 in the current Agreement.

The clause has been changed to extend the provisions to cover sexual violence which occurs outside of the family or domestic setting. Reference to By-law 18 'Miscellaneous Leave' as been removed as the provisions regarding the paid leave have been incorporated into the new Agreement.

67. Parental Leave

This is clause 53 in the current Agreement.

Clause changed to reflect enhancements to parental leave as follows:

- Improvements to payment of employer superannuation guarantee contributions during the first 12 months of parental leave:
 - New entitlement - Superannuation will be payable during paid and unpaid Partner Leave as if the employee had been at work provided the employee has at least 12 month service and their spouse is also an NTPS employee.
- Improved entitlement - Superannuation paid at double the legislated rate during a period of paid Primary Caregiver Parental Leave or Special Maternity leave (stillbirth). Normal superannuation will be payable on any unpaid parental leave taken in the first 12 months as if the employee had been at work.
- New – parental leave provisions to be extended to a Medical Officer, who has worked in the department for 12 months and leaves to work with a recognised employer for up to 4 years and returns to the department, the Medical Officer will be entitled to 14 week parental leave on completing 12 months service with the department (taking into account the period of employment performed before leaving the department).
- New entitlement to eight hours paid leave for pregnant employee, or an employee whose partner is pregnant, to attend pre-natal appointments. Unpaid leave available for casuals.
- Paid pre-adoption or permanent care order leave (currently unpaid) to attend interviews or examinations required in order to obtain approval for the employee's adoption or permanent/long term care of a child. No change for casuals who may access unpaid leave for this purpose.
- Incorporates into the new Agreement the parental leave entitlements for foster carer or kinship carer's leave and permanent/long term care order entitlements from the CPE's Determination 7 of 2020.
- The right to return to work on reduced hours (e.g. part-time) for up to 6 months (currently this is a right to request only). A longer period is possible subject to CEO's agreement.

- Existing entitlement improved to provide for all paid parental leave to be taken at half pay.
- Clauses amended, as required, to address any potential inconsistencies with NES/FW Act due to amendments to that Act during the term of the current Agreement.
- A pregnant employee will not be required to provide a medical certificate (fit to work) where the employee intends to work within the 6 week period immediately prior to the expected date of birth. However, if Primary Caregiver Parental Leave has not already started, it must commence on the date of birth (day of placement) of the child.
- Partner Leave - there is no longer a distinction between the '8 weeks' of Partner Leave (which currently must be taken in the first 12 months) and the longer Partner Leave of 12 months or 3 years (entitlement depends on the employee's years of continuous service). Employees taking Partner Leave have the ability to utilise some of their 12 month or 3 year entitlement in a flexible manner to enable being on parental leave at the same time as their spouse.
- The definition of 'continuous service', which determines an employee's paid parental leave entitlements, has been expanded to enable prior service with other NT Government agencies (e.g. Aboriginal Areas Protection Authority, NT Police) to be recognised.
- Other technical changes:
 - Simplified where possible (e.g. new headings, overall format and greater use of tables)
 - Notice and evidence requirements into one section
 - New definitions for 'miscarriage' and 'stillbirth'
 - Includes signpost clauses to compassionate leave which is available in the case of a miscarriage or stillbirth.

68. Workplace support for breastfeeding employees

This is a new clause in the Agreement.

It is recognised that Medical Officers who want to breastfeed their children are more likely to return to a workplace that provides a supportive breastfeeding environment. To support Medical Officers, the Department will ensure there are suitable facilities in the workplace for the purpose of expressing milk, or any activity necessary for breastfeeding and expressing in the workplace.

69. Foster and Kinship Carers leave

This is a new clause which provides for carer placement leave of up to 10 days paid and 10 days unpaid leave on commencing the placement of a child/children with the Medical Officer currently provided for in Determination Number 7 of 2020.

This clause also provides for carer assessment and training leave of up to 5 days paid leave for an authorised foster carer or kinship carer or undertaking assessment and training to become an authorised foster carer or kinship carer.

70. Gender Affirmation Leave

This is a new clause in the Agreement.

The clause provides for both paid and unpaid leave for eligible Medical Officers who have commenced transitioning their gender.

71. Sabbatical Leave – Senior and Rural Medical Officers

This is clause 56 in the current Agreement.

Rural Medical Practitioner, Rural Generalist and Rural Medical Administrator to be recognised as Senior Medical Officers and eligible for Sabbatical leave.

This clause also allows for sabbatical leave to be taken in shorter periods than 13 weeks, including single days, at the discretion of the authorising delegate.

72. Long Service Leave

This is clause 52 in the current Agreement.

There is no change to this clause.

73. Blood Donor Leave

This is a new clause which brings existing miscellaneous leave (By-law 18) provisions into the new Agreement to allow paid leave to donate blood.

74. Health Screening Leave

This is a new clause which brings existing and improved/specific miscellaneous leave provisions into the new Agreement, i.e. to allow 1 hour of paid leave per year for the purpose of undertaking a health screening test. The improvement doubles the existing entitlement which is one hour every two years.

75. Leave to engage in voluntary emergency management activities

This is a new clause which brings existing and improved/specific miscellaneous leave provisions into the new Agreement for Medical Officers who are a member of a volunteer emergency services unit or fire brigade or who engages in community service necessarily rendered following a natural disaster. There are improvements to provide that leave granted with pay may include reasonable rest time immediately following the activity.

76. Defence Service Leave

This is a new clause in the Agreement.

The entitlement was provided for under By-law 14 'Defence Service leave'. There is no change to the entitlement.

77. War Service Leave

This clause is currently referenced in the personal leave provisions with entitlements provided under Determination Number 6 of 1993. The entitlements from the Determination have been incorporated into the clause and enhanced. There are changes to provide paid leave where an employee suffers from an illness or condition recognised to be war-like service, including peace-keeping or hazardous operational service. There are improvements to enable eligible Medical Officers to access their accrued war service leave (i.e. leave granted and accrued in relation to their original disability) for a further condition recognised as caused by war (peace-keeping or hazardous operational service) sometime after the recognition of the original disability.

78. Leave to Attend Industrial Proceedings

This is clause 55 in the current Agreement.

There are no changes to this clause.

79. Leave to Attend Arbitration Business

This is a new clause which incorporates existing By-law 17 entitlements into the new Agreement.

80. Office Bearer and Representative Leave

This is clause 57 in the current Agreement.

There are no changes to this clause.

81. Release for Jury Service

This is a new clause which incorporates existing By-law 20 entitlements into the new Agreement.

82. Release to Attend as a Witness

This is a new clause which incorporates existing By-law 21 entitlements into the new Agreement.

83. Special Leave Without Pay

This is a new clause transferring the current By-law 16 entitlements into the Agreement. The title of the leave has been changed to '*Special* Leave Without Pay' to distinguish this type of leave from other periods of leave without pay a Medical Officer may be granted e.g. personal leave without pay.

84. Flexible Work – General Principles and Requirements

This is a new clause to replace clause 60 (Work Life Balance) in the current Agreement.

The clause retains the Commissioner's commitment to providing Medical Officers with flexibility to assist in balancing work and life commitments.

The new clause sets out more clearly the factors involved when considering a flexible work arrangement (must work for the Medical Officer, the agency and customers). It provides a more comprehensive list and explanation of the flexible work options

available to Medical Officers under the new Agreement. The clause stipulates the timeframe for responding to a Medical Officers request (i.e. CEO or delegate must respond in writing within 21 days) and the request may only be refused on reasonable business grounds. What constitutes 'reasonable business grounds' has been included in the definitions clause at the start of the Agreement.

The clause also provides that, subject to approval, Medical Officer may work from home or another location to facilitate flexible work and that only the CEO can refuse request to work from home.

85. Safe and healthy work environment

This is a new clause in the Agreement.

Notes the commitment of the parties to ensuring that Medical Officers work in a safe and healthy workplace.

86. Support and Wellbeing - Employee Assistance Program

This is a new clause that promotes the availability of the Employee Assistance Program, and help employees and the managers deal with issues that may impact on them at work. Medical Officers and their families may access up to three sessions of professional and confidential counselling services for each issue, which may be conducted remotely.

87. Emergency leave

This was clause 54

There is no change to this clause.

Part 8 Other Conditions of Employment

88. Protected Teaching Time – Doctors in Training

This is a new clause.

Medical operational units allocation of protected teaching time will be determined by the Co-Director and allocate a minimum of 2 hours per week for Doctors in Training. To facilitate their attendance at these teaching sessions Doctors in Training, where possible, will need to be free from clinical responsibilities during these times and not be required to answer pagers or take calls unless extenuating circumstances arise and they are directed otherwise by their Consultant or equivalent supervisor.

89. Clinical Support Time – Specialists

This is a new clause.

Clinical support time for Specialists, including Senior Medical Officers, is to be prescribed by the work unit with training to be undertaken in the hospital and meet the objectives of the work unit.

Medical operational units with allocation of clinical support time duties will be determined by the Unit Head with a minimum allocation of 25% clinical support time for their work unit.

90. **Integrity of payments**

This clause replaces clause 61 'Recovery of Overpayments on Cessation of Employment' in the current agreement. The clause in the new agreement has been changed to reflect recovery of overpayments as per the *Financial Management Regulations 1995* and to incorporate a clause with regard to the rectification of underpayments.

91. **Professional Standards and Behaviours**

This is clause 62 in the current Agreement.

There are no changes to this clause.

92. **Long Service Leave - Interrupted Employment**

This is clause 63 in the current Agreement.

The title has been amended to accurately reflect the provisions of this clause. The clause has been amended to include encourage Doctors in Training to return to the department after undertaking a recognised vocational training program, on returning the department within 2 months from ceasing their employment with a recognised employer, their service may be recognised as continuous service for the purpose of the accrual of long service leave. The maximum period of absence with a recognised employer is 4 years (increased from 2 years).

93. **Climate change mitigation and sustainability**

This is a new clause in the Agreement.

Acknowledges that steps to mitigate and reduce greenhouse gas emissions are necessary to provide a sustainable future for all our people.

The department agrees to actively support and encourage the establishment of environmental strategies that all employees are welcomed to make contributions towards in the mitigation of climate change in the workplace.

94. **Redeployment and Redundancy**

This is clause 64 in the current Agreement.

The clause has been changed to include a signpost to Schedule 5 of the new Agreement, that sets out the redeployment and redundancy provisions. There have been no further changes to this clause.

SCHEDULE 1 – Rates of Pay and Allowances

Updated to reflect 3% wage increase for each year for 4 years.

Minor amendment to correct a typographical error in the salaries table for SMO1.3 and SMO2.1. Now reads \$206 545 and \$239 920 per annum respectively (as of 7 January 2021).

For Interns (MO1) there is a once increase to \$82 500 per annum effective from the first pay period on or after 1 January 2022.

On the commencement of the new Agreement, the following will be introduced:

- The qualification barrier for Rural Medical Practitioners (RMP) will be removed. As a result, the salary rates for RL3.1 and RL3.2 will also be removed. RMP's on the RL3.1 and RL3.2 salary rate will automatically transition to RL3.3 salary rate.
- Salary rates table includes the classifications for the Rural Generalist Pathway. Salary progression for the new classifications of RGT4, SSGT1, SSGT2 and RG4 to be in accordance with clause 18.2 and 18.3 of the Agreement.
- Once off increase of \$15,000 per annum to the Correctional Centres - Attraction and retention allowance.
- Regional and remote attraction allowance and retention payment for Staff/Senior Staff Specialists.
- Senior Staff Specialist Rural Allowance.

The Professional Development Assistance Package Table that is at clause 31.18 in the current Agreement has been moved under this Schedule.

SCHEDULE 2 – Work Life Balance Initiatives

Recreation Leave at Half Pay

This is clause 2.2 in Schedule 2 of the current agreement. There is no change to this clause.

Flexible Lifestyle (Purchased) Leave

This is clause 2.3 - Purchase of Additional Leave ('Purchased Leave') in Schedule 2 of the current agreement. The clause title has been changed to reflect a key purpose for taking the leave and the clause simplified. The clause has also been enhanced to allow the purchase of up to 8 weeks additional leave (currently 6 weeks) and amended to deal with any excess recreation leave that may occur during the arrangement.

SCHEDULE 3 – Restrictive Duty Guidelines

There is no change to Schedule 3 – Restrictive Duty Guidelines.

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

Reference to Palmerston Regional Hospital has been included at clause 4.1.4 – Procedures for Dealing with Performance or Behavioural Issues.

Clause 4.1.6 of Schedule 4 has been amended to include reference to the notice period for resignation. There are no other changes to this Schedule.

SCHEDULE 5 – NTPS Redeployment and Redundancy Entitlements

Schedule 5 - Managerial Allowance – Indicative Positions in the current agreement has been removed. This Schedule provided a list of indicative positions that were within the parameters of clause 24 (Managerial allowance), however the list was not exhaustive and position titles may change over time or become no longer applicable. As the eligibility criteria for the payment of the managerial allowance is contained within clause 24 in the new agreement, and requires CEO approval, the parties agreed for that this Schedule to be omitted.

The title for Schedule 5 has been amended to NTPS Redeployment and Redundancy Entitlements. This is Schedule 6 in the current agreement.

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

Differences in the proposed Agreement and variations made to the Northern Territory Public Sector Enterprise Award 2016 [MA000151] since the current Agreement was made

The current Agreement was made on 14 February 2019. Since this date there have been variations to the Northern Territory Public Sector Enterprise Award 2016 [MA000151] (the Award). The variations can be found at Northern Territory Public Sector Enterprise Award 2016 [MA000151] | Fair Work Commission (fwc.gov.au)

Minimum Wage and Expense Related Allowances

The variations have included a series of increases to 'expense related allowances' and 'minimum wage adjustments' as part of the Fair Work Commission's annual wage reviews. The proposed agreement provides salary and allowance increases (outlined in Schedule 1), that are in excess of those provided under the Award (or they are equal to e.g. Northern Territory Allowance).

Casual Terms

The Award was also varied as a result of the Fair Work Commission's 'Casual terms and review 2021 (AM2021/54)'. The Award was updated to note the definition of casual employee, and that offers and requests for casual conversion to full time or part time employment are provided for in the National Employment Standards (NES).

The proposed Agreement includes casual employment as a type of employment (cl 43) and the definition of casual employee (cl 43.1), and that an employee's right to request and an employer's obligation to offer conversion from casual employment to full-time or part-time employment are provided for in the NES, refer cl 43.5).