

**PROPOSED**  
**MEDICAL OFFICERS**  
**NORTHERN TERRITORY PUBLIC SECTOR**  
**2014–2017**  
**ENTERPRISE AGREEMENT**

**EXPLANATORY NOTES**

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

These notes and the proposed Medical Officers Northern Territory Public Sector 2014–2017 Enterprise Agreement should be read in conjunction with the:

- [Public Sector Employment and Management Act](#) (the PSEM Act);
- [Public Sector Employment and Management By-laws](#) (the By-laws);
- [Medical Officers Northern Territory Public Sector Enterprise Agreement 2011-2013](#) (the previous agreement);
- [Northern Territory Public Sector 2013-2017 Enterprise Agreement](#);
- [Relevant Employment Instructions](#); and
- [Relevant Determinations](#).

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 to <http://www.enterpriseagreements.nt.gov.au/feedback/> OR visit our website at <http://www.enterpriseagreements.nt.gov.au/medical/> for more information.

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

## **1. Title**

This clause sets out the title of the Agreement, which is the Medical Officers Northern Territory Public Sector 2014–2017 Enterprise Agreement (the Agreement).

## **2. Arrangement**

This clause sets out the arrangement of the Agreement, which is effectively a table of contents setting out the principal parts, schedules and clauses of the Agreement.

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

This clause lists the parties who are covered by the Agreement. They are:

- the Northern Territory Commissioner for Public Employment (the Commissioner);
- all Medical Officers employed by the Department of Health in the classifications listed in the Agreement; and
- the Australian Salaried Medical Officers Federation (ASMOF).

## **4. Definitions**

This clause sets out the definitions for principal terms used in the Agreement. They have been changed to reflect the name of the proposed Agreement; the name of the previous agreement; the new name for the industrial tribunal (the Fair Work Commission); the *Fair Work Act 2009* (Cth) (the FW Act) as amended from time to time; and minor grammatical errors.

## **5. Period of Operation**

This clause sets out the period of operation of the Agreement, which will run from the date seven days after it is approved by the Fair Work Commission (FWC) until its nominal expiry date of 31 December 2017.

## **6. No Extra Claims**

This clause ensures that the parties to the Agreement will not individually, severally or collectively pursue any further or other claims for the term of the agreement, unless these are permitted by the NTPS 2013–206 Wages Policy. The clause also prohibits the encouragement, support of any form of industrial action or activity that is adverse to or results in disruption of the delivery of health services or imposes any limitation in the usual performance of duties. It also prohibits threatened resignation in the pursuit of any further or other claims.

## **7. Variation (Omitted)**

Clause 7 has been omitted in the proposed Agreement. It stated that the Agreement could only be varied in accordance with the FW Act. Its omission does not prevent the parties negotiating a variation of the Agreement, provided this is done in accordance with the FW Act. It is a provision covered in other legislation and its removal streamlines the Agreement.

## **8. Inconsistency with PSEM Act**

The title of this clause has been changed to 'Relationship with PSEM Act' to aid with its understanding, otherwise it is unchanged. It provides for the Agreement to be read in conjunction with the PSEM Act, as amended from time to time, and where there is an inconsistency between PSEM Act and the provisions of the Agreement, the latter will prevail.

## **9. Negotiation of Replacement Agreement**

This clause provides for negotiations to replace the Agreement commencing four months prior to its nominal expiry date or earlier or later by agreement between the parties.

## **10. Anti Discrimination (Omitted)**

The clause dealing with anti-discrimination has been removed. This is consistent with streamlining the agreement to remove matters, such as anti-discrimination, that are covered in other legislation.

## **11. Modern Award (Omitted)**

Clause 11 in the previous agreement dealt with the creation of a modern enterprise award. It is no longer current because an application for a modern enterprise award has been lodged with the FWC and the process for its establishment is already under way. The clause has been removed.

## **12. Dispute Settling Procedures**

This clause sets out the dispute settling procedures for the Agreement. It is a requirement of the FW Act that enterprise agreements contain dispute settling procedures. The clause in the proposed Agreement contains a number of small changes to ensure compliance with the FW Act and consistency with the NTPS 2013-2017 Enterprise Agreement. Specifically these changes ensure that the dispute settling procedures can be used in relation to matters under the Agreement and the National Employment Standards (NES) that are set out in the FW Act. They also ensure that disputes about refusals for requests for flexible working arrangements on reasonable business grounds; or refusals of requests for extended parental leave on reasonable business grounds; or disputes over the outcomes of applications for pre-eminent status allowance are dealt with under the grievance procedures of section 59 of the PSEM Act.

## **PART 2 – PROCEDURAL MATTERS**

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

This clause was updated to clarify that arrangements may include arrangements about working outside the span of hours. The current agreement includes arrangements about when work is performed *within the span of hours*, however, this can occur under the Agreement without the requirement of an individual flexible working arrangement; meaning there is no scope for further flexibility about when work can be performed which was not the intention of the provision.

There are a number of safety provisions underpinning the application of such an arrangement including that the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement and, such arrangements may benefit the employee that may not be monetary based.

Sub-clause 13.6(a) wording regarding the notice period in relation to either party terminating an individual flexible working arrangement has been changed to reflect the FW Act wording. No substantive change.

### **14. Variation to Working Arrangements for Groups of Employees**

No change

### **15. Termination and Contract of Employment**

No change.

### **16. Management of change**

This clause sets out the procedures to be followed in relation to the management of change. The clause has been replaced with the model clause provided in the FW Act. This is in line with recent amendments in the FW Act that requires the employer or employers to which the agreement applies to consult the employees to whom the agreement applies about:

- a major workplace change that is likely to have a significant effect on the employees; or
- a change to their regular roster or ordinary hours of work.

### **17. Performance management and development**

This clause sets out the performance and management requirements as reflected through the department's work partnership procedures. The clause has been amended to remove the transitional arrangements that were in place in the previous agreement.

**18. Rostering Review (Omitted)**

This clause has been removed because it dealt with a rostering review during the life of the previous agreement.

**PART 3 – CLASSIFICATION AND REMUNERATION MATTERS**

**19. Introduction of new classification structures – translation arrangements (Omitted)**

This clause has been removed because it dealt with the transitional arrangements for the new classification structures that were introduced in the previous agreement.

**20. Classification definitions**

No change.

**21. Salary Progression**

No substantive change. Removed reference to clause 19 which has been omitted.

**22. Salaries**

This clause has been updated to reflect the agreed salary increases during the life of the Agreement as follows:

- 3% increase in salary from the beginning of the first pay period commencing on or after 1 January 2014;
- 3% increase in salary from the beginning of the first pay period commencing on or after 1 January 2015;
- 3% increase in salary from the beginning of the first pay period commencing on or after 1 January 2016;
- 3% increase in salary from the beginning of the first pay period commencing on or after 1 January 2017.

**23. Cessation of existing market and other allowance under the Public Sector Employment and Management Act (Omitted)**

This clause has been removed because it dealt with the cessation of existing market, responsibility, skills, attraction, retention or similarly related allowances with the commencement of the previous agreement.

## **24. Specialist Private Practice Allowance**

This clause provides for the continuation of the Category A and Category B private practice allowances. It has been amended to remove the transitional provisions in the previous agreement and to strengthen the clause by including the following: “Specialists who choose to accept the private practice arrangements within the Agreement will undertake to exercise their rights of private practice to the fullest extent possible to assist the department or relevant health service to bill private patients for billable services (consistent with the legislative requirements)”

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

No change.

## **26. Managerial Allowance**

No substantive changes. Transitional arrangements that related to the previous agreement were removed and minor changes to some clause reference numbers.

## **27. Practitioner Allowance**

This clause has been amended to remove the transitional arrangements in the previous agreement and to add two classifications to the list of recipients. The two additional classifications are:

- Rural Generalists; and
- Rural Medical Administrators.

## **28. Extended Hours Benefit Payment**

This clause has been amended to remove the transitional arrangements from the previous agreement.

## **29. Registrar Rotation Allowance**

No change.

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

This clause has been amended to remove the transitional arrangements from the previous agreement.

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

This clause has been amended to include a reference to the Commonwealth eligibility requirements as amended from time to time.

**32. Professional Development Assistance Package**

This clause has been amended to remove transitional arrangements related to the previous agreement and to align professional development allowance increases with the dates of salary increases under the Agreement.

**33. Superannuation**

This clause has been amended to reflect the Superannuation provision of the NTPS 2013-2017 Enterprise Agreement and to ensure compliance with Commonwealth legislation.

**34. Salary Sacrifice Arrangements**

This clause has been amended to reflect the Salary Sacrifice provisions of the NTPS 2013-2017 Enterprise Agreement and to ensure compliance with Commonwealth legislation.

**35. Higher Duties Allowance**

No change.

**36. Accident allowance**

This clause has been amended to ensure that references to other legislation are correct.

**37. Meal allowance**

No change.

**38. Northern Territory allowance**

No change.

**39. Travelling and Camping (Omitted)**

These entitlements are provided for in the By-laws and have been removed as part of the streamlining process.

**40. Leave airfare allowance (Omitted)**

This entitlement is provided for in the By-laws and has been removed as part of the streamlining process.

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

No change.

**42. Excess travelling time**

No substantive change. This clause has been amended by moving paragraph 42.4(h) of the existing clause to the start of the provision and renumbering it as sub-clause 42.1. It clarifies the application of the provision to those employees in receipt of a salary exceeding the first incremental point of the Administrator Officer 4 classification, as varied from time to time.

**43. Compensation for damaged clothes and/or personal effects (Omitted)**

This entitlement is provided for in the By-laws and has been removed as part of the streamlining process.

**44. Casual Employment**

No change.

**PART 4 – HOURS OF WORK AND RELATED MATTERS**

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

No change.

**46. Overtime/General Conditions of Payment**

A change to the sub-heading dealing with time off in lieu has been made to reflect that it specifically deals with time off in lieu for Sunday duty (given that clause 47 deals with time off in lieu of overtime generally), and the example at 46.32(d) has been updated to recognise discharge summaries as clinical duty.

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

This clause has been amended to clarify that the request for and the granting of time off in lieu of overtime is a two-way process.

**48. Fatigue Leave**

This clause has been amended by adding sub-clause 48.8 which provides:

In addition to the 8 consecutive hours referred to in clauses 48.1, 48.2 and 48.3, the Medical Officer is allowed reasonable travelling time for travelling from or to his or her normal place of employment.



#### **49. Restrictive Duty Provisions**

No change.

#### **50. Emergency Duty**

No change.

#### **51. Excess Travel Time**

This clause has been amended by updating the title to “Excess Travel Time for Medical Officers travelling to Remote Communities” to clarify its intent.

#### **52. Public Holidays**

No change.

#### **53. Part-Time Employment**

This clause has been amended by adding paragraph (e) which provides for an employee and the employer agreeing to the part-time employee working fewer or more hours per week than the minimum and maximum limit stipulated in paragraph 53.2(d).

#### **54. Best Work Practice Standards**

This clause has been amended by:

- deleting its transitional provisions
- by adding “plus reasonable travel time” after “Rest relief periods of eight (8) hours” in paragraph 54.1(b)
- inserting cross-references to clauses 13 (individual flexible working arrangements) and 14 (variation to working arrangements for groups of employees)
- deleting the background information in sub-clause 54.4

### **PART 5 – LEAVE AND RELATED MATTERS**

#### **55. Recreation Leave**

This clause has been amended to reflect the recreation leave provisions of the NTPS 2013-2017 Enterprise Agreement, which provided updated definitions and clarified Public holidays are to reflect the FW Act provisions i.e. an employee is entitled to full rate of pay that he or she would have been paid had the public holiday fallen on a day that he or she was not on recreation leave.

## **56. Access to Recreation Leave (Omitted)**

This clause was removed as it was operational in nature and outdated with the changes to recreation leave accruing progressively under the FW Act.

## **57. Christmas Closedown**

This clause has been amended to reflect the Christmas Closedown provisions of the NTPS 2013-2017 Enterprise Agreement. It ensures consistency of the provision across enterprise agreements.

## **58. Recreation Leave Loading**

This clause has been amended by changing the Australian Bureau of Statistics (ABS) reporting period from the September quarter each year to the June quarter, in line with ABS reporting changes.

## **59. Personal Leave**

Consistent with other leave clauses, this clause has been amended to move the explanation of relationship with By-laws and other instruments and updated definitions of “immediate family” and “spouse” to reflect FW Act definitions.

A new sub-clause 59.8(c) regarding documentary evidence requirements in relation to carer’s leave to reflect the specific nature of carer’s leave has been added. It is intended to clarify the evidence that is provided to the CEO to allow the CEO to determine if the leave is for the purposes of sick leave or carer’s leave.

Sub-clauses 59.9(d) and 59.9(e), which refer to seeking the opinion of the NT Medical Adviser, have been removed because these matters are now covered in [Employment Instruction Number 5: Medical Examinations](#).

## **60. Compassionate Leave**

There is no substantive change to this provision except that it replicates the clause in the NTPS 2013–2017 Enterprise Agreement and includes updated notice requirements. This ensures consistency across enterprise agreements.

## **61. Long Service Leave**

Now only states that Long Service Leave (LSL) will be utilised as detailed in By-law 8 of the PSEM Act, which replicates the clause in the NTPS 2013–2017 Enterprise Agreement. No substantive changes as sub-clauses removed are provided for in By-law 8.

## 62. Parental Leave

Clause 62 of the proposed Agreement incorporates by reference the provisions of clause 49 of the Northern Territory Public Sector 2013–2017 Enterprise Agreement, which deals with parental leave.

A summary of the proposed changes is set out below:

### Overview

Amendments to the FW Act and NES introduced in 2013 have been incorporated into the Agreement which enhance existing NTPS parental leave entitlements. Changes to reflect the FW Act amendments specifically around entitlements relating to casuals and transfer to a safe job, partner/concurrent leave, adoption leave, ‘keeping in touch days’ and reasonable business grounds parameters if the employer refuses requests for extension of parental leave or returning to work on a part-time basis. Some terminology has been changed to reflect terms used in the FW Act (e.g. “evidence” replaced “documents” under notice and documentation requirements).

One of the few efficiencies is the removal of the provision that provides an employee on the first 52 weeks of unpaid parental leave access to personal leave. This would ensure consistency with the principle that there is no access to personal leave during any periods of unpaid leave that do not count as service. Employees will continue to have access to their accrued recreation leave and long service leave entitlements during unpaid parental leave. The Agreement removes the limitation which restricts access to accrued entitlements only during the period 24 months from time of birth or date of placement of the child.

Other changes include improving the readability and simplifying of the provisions for better understanding of the provisions.

### Table of Changes

<b>Current Provision:</b>	<b>Proposed Term/Condition - Explanation</b>	<b>Relevant Provision:</b>
<b>Medical Officers NTPS EA 2011-2013</b>		<b>NTPS 2013-2017 Enterprise Agreement</b>
CI 62.1	<i>Relationship with By-laws, NES and other instruments</i> - Technical changes to reflect current terminology used in relation to parental leave. Reference to By-law 53 removed as By-law 53 ceased upon introduction of the revised PSEM Act By-laws on 1 January 2012.	CI 49.1
CI 62.2	<i>Definitions –</i> <ul style="list-style-type: none"> <li>• Amended to clarify that ‘continuous service’ for parental leave is service with NTG.</li> <li>• “primary carer” changed to “primary care-giver”</li> </ul>	CI 49.2

<b>Current Provision:</b>  <b>Medical Officers NTPS EA 2011-2013</b>	<b>Proposed Term/Condition - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS 2013-2017 Enterprise Agreement</b>
	<p>for consistency throughout parental leave clause.</p> <ul style="list-style-type: none"> <li>• Terms amended/included for consistency with FW Act - “day of placement”(adoption leave); “de facto spouse” changed to “de facto partner”</li> </ul>	
Cl 62.3(a)	<i>Summary table of parental leave provisions</i> – updated to reflect changes to the relevant clauses and more detail provided in the table for easier reference.	Cl 49.3(a)
Cl 62.3(b)	<i>General conditions relating to parental leave</i> – technical change that removed phrase in brackets (e.g. “except whilst on concurrent leave”). This phrase is unnecessary as paragraph (b) opens with “ <i>Except where otherwise stated in this clause...</i> ”. Also a provision dealing with such an exception has been added to the revised concurrent leave provisions under Paternity/Partner Leave and Adoption Leave.	Cl 49.3(b)
Cl 62.3(d) & (e)	<i>Eligible casual employees</i> – <ul style="list-style-type: none"> <li>• Inserted the specific clause references that apply to casual employees for easier reference.</li> <li>• Clarified ‘transfer to safe job’ and paid ‘no safe job leave’ entitlements applicable to eligible casual employees.</li> </ul>	Cl 49.3(d) & (e)
Cl 62.4	<i>Ordinary Maternity Leave</i> – <ul style="list-style-type: none"> <li>• Clarified ordinary maternity leave applies to a ‘pregnant employee’.</li> <li>• Clarified that an employee who attains 5 years’ continuous service within 18 weeks of the date on which the employee commenced maternity leave, is eligible for 14 weeks paid leave <i>plus (up to) a further 4 weeks commencing after the end of the qualifying period.</i> (Note: the same provision has been clarified under Adoption Leave)</li> </ul>	Cl 49.4 & 49.4(c)  (Adoption Leave: Cl 49.7(b)(v))
Cl 62.4(i) & (j)	<i>Transfer to safe job and no safe job leave provisions</i> – <ul style="list-style-type: none"> <li>• Inserted sub-headings to enhance readability as ‘paid/unpaid no safe job leave’ provisions are</li> </ul>	Cl 49.4(i) & (j)

<b>Current Provision:</b>  <b>Medical Officers NTPS EA 2011-2013</b>	<b>Proposed Term/Condition - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS 2013-2017 Enterprise Agreement</b>
	<p>limited to particular circumstances and have not been included in the summary table at the beginning of the clause.</p> <ul style="list-style-type: none"> <li>• Reworded to reflect terminology used in FW Act and included a provision for the rate of payment applicable to 'paid no safe job leave' as per s 81A(2) of FW Act.</li> </ul>	
No reference	<i>No safe job leave – casual employees – new provision incorporates FW Act amendment under s 81, applicable from 1 July 2013, which provides casual employees, in certain circumstances, the right to be transferred to a safe job or 'unpaid no safe job leave'.</i>	Cl 49.4(m)
Cl 62.5(d)(iii)	<i>Special maternity leave – there will be no deduction from an employee's maximum period of ordinary maternity leave – Previously any special maternity leave taken was deducted from ordinary maternity leave entitlements. Change complies with FW Act amendments.</i>	Cl 49.5(d)(iii)
Cl 62.5(a)(ii) & 62.5(h)(ii)A.	<p><i>Special maternity leave - provisions reworded – no substantive change. Wording changed to be consistent with FW Act terminology and consistent with clause 62.5(e).</i></p> <p><i>“the Employee’s pregnancy has ended after the first 12 weeks of the pregnancy, other than by the birth of a living child” changed to “the Employee’s pregnancy has ended within 28 weeks of the expected date of birth otherwise than by the birth of a living child”.</i></p>	Cl 49.5(a)(ii) & 49.5(h)(ii)A.
Cl 62.6	<p><i>Paternity/Partner Leave –</i></p> <ul style="list-style-type: none"> <li>• Reorganised provisions for a more logical flow and inserted sub-headings.</li> <li>• Leave taken at the same time as the Employee's partner (also called 'concurrent leave') increased in line with FW Act amendments – 3 weeks increased to 8 weeks and greater flexibility when leave can be taken (e.g. may be taken in 2 week blocks). No change to paid leave entitlements under this provision.</li> </ul>	Cl 49.6

<b>Current Provision:</b>  <b>Medical Officers NTPS EA 2011-2013</b>	<b>Proposed Term/Condition - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS 2013-2017 Enterprise Agreement</b>
	<ul style="list-style-type: none"> <li>Incorporated FW Act requirements for notice and evidence and when leave can start/finish in relation to the taking of concurrent leave.</li> </ul>	
CI 62.7	<p><i>Adoption Leave –</i></p> <ul style="list-style-type: none"> <li>Technical and format changes (e.g. more logical flow, use of sub-headings, pre-adoption leave provisions for casual employees moved to beginning of the section and incorporated into provisions for all employees as the entitlement is the same).</li> <li>Leave taken at the same time as Employee’s partner (concurrent leave) - provisions amended in line with FW Act amendments (e.g. 3 weeks increased to 8 weeks and greater flexibility) (Note: similar provisions as those for concurrent leave under Paternity/Partner Leave).</li> </ul>	CI 49.7
CI 62.7(g)	<p><i>Subsequent adoption when already on adoption leave – entitlements – no substantive change - provisions amended to clarify employee can apply for another adoption leave period in accordance with the applicable parental leave provisions. Change consistent with similar provision under Maternity Leave.</i></p>	CI 49.7(h)
CI 62.8	<p><i>Combined Parental Leave –</i></p> <ul style="list-style-type: none"> <li>Clarification - reference to concurrent leave being used by the employee couple expressly provides concurrent leave to be used “...in accordance with concurrent leave provisions...” under Paternity/Partner Leave.</li> <li>New provision included to clarify that whoever takes the paid leave is paid at his/her salary for the period of leave.</li> </ul>	CI 49.8(b)(iv) & (vii)
CI 62.9	<p><i>Parental Leave at Half Pay –</i> New provision clarifies the taking of half pay parental leave cannot operate to extend the maximum period of parental leave available to the employee. This is a consistent principle across the parental leave</p>	CI 49.9(b)(iii)

<b>Current Provision:</b>  <b>Medical Officers NTPS EA 2011-2013</b>	<b>Proposed Term/Condition - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS 2013-2017 Enterprise Agreement</b>
	provisions.	
CI 62.10	<p><i>Access to Other Leave Entitlements While on Parental Leave –</i></p> <ul style="list-style-type: none"> <li>Enhanced provision by removing the current 24 month limitation on the employee’s ability to access accrued recreation leave and long service leave entitlements. This is more beneficial than NES. Employees on 3 years parental leave may access recreation leave and long service leave at any time.</li> <li>Access to personal leave while on parental leave no longer permitted.</li> <li>Clarified that the taking of other paid leave while on parental leave does not break continuity of parental leave.</li> </ul>	CI 49.10
CI 62.11	<p><i>Employment While on Parental Leave – new –</i> included specific provisions dealing with ‘Keeping In Touch’ (KIT) days consistent with s 79A of the FW Act. Employee may return to work for up to 10 days (or part days) per year to keep in touch (e.g. training day). Provisions clarify how employee on paid parental leave returning for KIT days is remunerated.</p>	CI 49.11
CI 62.12	<p><i>Communication During Parental Leave –</i> minor technical correction to update clause reference.</p>	CI 49.12
CI 62.13, 62.14 & 62.15	<p><i>Variation/Extension, Returning to Work, Part-Time Work and Right to Request –</i></p> <ul style="list-style-type: none"> <li>Existing clauses have been re-organised and re-worded to simplify, improve readability and achieve a more logical approach to requests to vary/extend parental leave.</li> <li>The revised cl 62.13 (cl 49.13 in NTPS 2013-2017 EA) has some minor changes to clarify that the employee is entitled to extend their initial leave period where the employee, whether entitled to 52 weeks or 3 years, has taken less than 12 months in the first instance. Under NES an employee is entitled to one extension in the first 12 months. The extension is up to 12 months from first commencing leave. All subsequent</li> </ul>	CI 49.13, 49.14 & 49.15

<p><b>Current Provision:</b></p> <p><b>Medical Officers NTPS EA 2011-2013</b></p>	<p><b>Proposed Term/Condition - Explanation</b></p>	<p><b>Relevant Provision:</b></p> <p><b>NTPS 2013-2017 Enterprise Agreement</b></p>
	<p>extensions/variations are subject to employer’s approval.</p> <ul style="list-style-type: none"> <li>• Incorporated FW Act amendments which enhance an employee’s right to request part-time work upon returning from parental leave. The employee can request to return on a part-time basis to care for the child who is of school age or younger (existing provision says “...return to work on part-time basis until the child reaches school age...”).</li> <li>• Amended notice requirements for employee making a request to return to work to more closely reflect that in practice an employee wishing to reduce their parental leave and return to work may want to do so at any time during the leave so the key date for notice should be the date the employee wants to return to work (i.e. “preferred date of return”).</li> <li>• Updated what constitutes ‘reasonable business grounds’ in accordance with s 76(4) FW Act/NES amendments for the purpose of considering employee’s requests to vary parental leave. This is a non-exhaustive list for instructive purposes. As per existing requirements, when considering an employee’s request to extend parental leave, return to part-time work or reduce parental leave, a CEO can only refuse such a request on ‘reasonable business grounds’.</li> <li>• Removed the clause (cl 62.15(e)) which referred to By-law 16 Special Leave Without Pay as an employee can make a request to his/her CEO at any time to take leave without pay under By-law 16. The Enterprise Agreement merely stated this entitlement.</li> </ul>	
<p>Cl 62.16</p>	<p><i>Replacement Employees</i> – no substantive change – amended to better reflect new NES requirements (see s 84A of the FW Act). New wording more clearly sets out the information to be provided to a replacement employee.</p>	<p>Cl 49.16</p>
<p>Cl 62.17</p>	<p><i>Effect of Parental Leave on Service</i> – No substantive change</p> <ul style="list-style-type: none"> <li>• Clarified clause 62.17(e) (see cl 49.17(e) in the</li> </ul>	<p>Cl 49.17</p>



<b>Current Provision:</b>  <b>Medical Officers NTPS EA 2011-2013</b>	<b>Proposed Term/Condition - Explanation</b>	<b>Relevant Provision:</b>  <b>NTPS 2013-2017 Enterprise Agreement</b>
	<p>NTPS 2013-2017 EA) in relation to unpaid parental leave counting for service in the situation where employee's qualifying period ends within first 14 or 18 weeks of commencing parental leave. Clause now clearly recognises that a period of unpaid parental leave which may fall within the first 14 or 18 weeks needs to count for service in order to trigger any paid parental leave entitlement.</p>	
<p>CI 62.18</p>	<p><i>Superannuation Contributions During Period of Parental Leave –</i></p> <ul style="list-style-type: none"> <li>• Clarified that the superannuation contribution benefits provided under this clause are for female employees with 12 months continuous service at the time of commencing parental leave.</li> <li>• New provision to clarify that an employee on unpaid parental leave or half pay parental leave for the first six months, will be entitled to the amount of Employer superannuation contributions the employee would have received had the employee not been on approved parental leave.</li> </ul>	<p>CI 49.18 &amp; 49.18(c)</p>

### 63. Other Leave

Sub clause 63.1. There is no change to the Emergency Leave provision.

Sub-clauses 63.2 (jury leave) and 63.3 (defence leave) have been omitted, consistent with streamlining provisions. These entitlements are covered in the By-laws.

Sub-clause 63.4. There is no change to the Leave to attend industrial proceedings provision.

### 64. Sabbatical Leave – Senior and Rural Medical Officers

There is no substantive change to these provisions. Transitional arrangements from the previous agreement have been removed.

### 65. Work Life Balance

Updated to include: reference to requests for Leave Without Pay for extended periods (to replace the extended leave scheme currently under schedule 2); reflect FW Act changes (i.e. formal requirements) in

relation to requests for change in working arrangements because of care responsibilities and refusals of requests based on reasonable business grounds.

## **PART 6 - OTHER CONDITIONS OF EMPLOYMENT**

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

The title of clause 66 has been amended to “Recovery of Overpayments and Relocation Costs on Cessation of Employment” to clarify that it also applies to the recovery of relocation costs on cessation of employment, in certain circumstances.

### **67. Professional Standards and Behaviours**

This clause has been amended to include an additional sub-clause 67.6 that recognises the non-direct clinical work of senior medical officers.

### **68. Interrupted Employment**

No change.

### **69. Redeployment and Redundancy**

This clause incorporates by reference the Redeployment and Redundancy provisions of Schedule 10 of the Northern Territory Public Sector 2013–2017 Enterprise Agreement. Except it provides that these provisions do not apply in transfer of business or transfer of employment situations where the work of the employer is outsourced or transferred to another employer and the Employee receives an offer of employment with the second employer on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than the Employee’s terms and conditions with the employer immediately before the termination; and the second employer recognises the Employee’s service with the first employer in relation to redundancy.

## **Schedule 1 - Rates of Pay and Allowances**

Schedule 1 lists the updated rates of pay and allowances in line with the Agreement.

## **Schedule 2 – Work Life Balance Initiatives**

The following amendments have been made to Schedule 2:

- Sub clause 2.5 - example updated to reflect that recreational leave accrues progressively.

- Sub clause 3.3 (g) – amended to bring in line with FW Act entitlements and Recreation Leave clause 58.6 in the Agreement.
- Sub clauses 3.4 & 3.5 – amended and provisions dealing with procedures for purchased leave arrangements removed as these are in guidelines.
- Clause 4 (Extended Leave Scheme) – removed and replaced with Leave Without Pay Requests for extended periods under clause 65 Work Life Balance in the Agreement

### **Schedule 3 – Restrictive duty guidelines**

One minor technical amendment was made to reference to the award identification number.

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

Clarifies that a Medical Officer may seek redress for termination of employment by making an application under the FW Act.

### **Schedule 5 - Managerial Allowance – indicative positions**

No change.