

PROPOSED
NORTHERN TERRITORY PUBLIC SECTOR (NTPS)
NURSES AND MIDWIVES' 2018 – 2022
ENTERPRISE AGREEMENT
EXPLANATORY NOTES

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

Please note:

- i. In this document reference to the 'current Agreement' means the [NTPS Nurses and Midwives' 2014 – 2017 Enterprise Agreement](#) (ID AE411626) and reference to the 'new Agreement' means the proposed NTPS Nurses and Midwives' 2018-2022 Enterprise Agreement.
- ii. Unless otherwise stated, where clauses have been referenced the clause numbers in the explanatory notes are referring to the new Agreement clauses. Under each clause number is an explanation of how the provision or entitlement has translated from the current Agreement to the new Agreement.
- iii. This document is in order of clause numbers under the new Agreement. Clause numbers for conditions vary from the current Agreement due to the alignment of common clauses in the Schedules and the removal of all numbers assigned to 'omitted' clauses in the current Agreement.

The table of contents in the new Agreement are set out as follows:

SECTION	TITLE	CLAUSE NUMBERS
PART 1	APPLICATION AND OPERATION OF AGREEMENT	1 - 12
PART 2	PROCEDURAL MATTERS	13 - 18
PART 3	CLASSIFICATIONS, PAY AND INCREMENTS	19 - 26
PART 4	ALLOWANCES	27 - 37
PART 5	HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS	38 - 48
PART 6	FLEXIBLE WORK ARRANGEMENTS	49 - 50
PART 7	REMOTE LOCALITY EMPLOYMENT CONDITIONS	51 - 55
PART 8	LEAVE	56 - 65
PART 9	OTHER	66 - 71

SECTION	TITLE
SCHEDULE 1	Classification Descriptions
SCHEDULE 2	Northern Territory Public Sector Redeployment and Redundancy Provisions
SCHEDULE 3	Salary Rates and Allowances Table 1 – Annual Rates of Pay Table 2 – Work Related Allowances Table 3 – Expense Related Allowances Notes for the tables
Signatories to the Northern Territory Public Sector Nurses and Midwives' 2018 – 2022 Enterprise Agreement	

Changes applicable across the new Agreement:

- i. Technical changes made throughout the Agreement adopting gender neutral language and plain English language, where appropriate, without affecting entitlements or conditions.
- ii. The current Agreement has been amended to improve readability and to remove the duplication of clauses and conditions particularly between the Parts and the Schedules. These changes do not affect the current entitlements and conditions.
- iii. The inclusion of references to 'Registered Midwife' and 'midwifery' were made throughout where relevant to reflect midwifery as a separate profession to nursing.

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

The title has changed to reflect the Northern Territory Public Sector Nurses and Midwives' 2018-2022 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 sets 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.

This clause was previously the table of contents clause ('Arrangements'). The table of contents has been moved to the front of the new Agreement.

3. Parties covered by this Agreement

There is no change to this clause and it is the same wording from the current clause 3.

4. Definitions

As per the current Agreement at clause 4(b), the definition of 'agreed hours' relates to part-time employees. The definition has been amended to clarify that 'agreed hours' refers to the ordinary hours of duty the part-time employee will perform. '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.

The definition of 'Agreement' in clause 4(c) has been updated to reflect the title of the new Agreement.

The definition of 'CEO' (i.e. Chief Executive Officer) in clause 4(d) has been updated to include 'or their delegate'. This is a technical change and replaces references in the current Agreement to 'CEO or his/her delegate' throughout the provisions.

The definition of 'department' in clause 4(h) has been amended to include Top End Health Service and Central Australia Health Service.

The definition of 'Enrolled Nurse' in clause 4(k) has been relocated from Schedule 1 clause 2.1(a) of the current Agreement and updated to reflect a definition consistent with the Nursing and Midwifery Board of Australia.

Definitions included in the new Agreement for 'Registered Nurse', 'Registered Midwife' and 'Nurse Practitioner', in clauses 4(t), 4(s) and 4(p) respectively, consistent with the Nursing and Midwifery Board of Australia to assist with application of provisions. This is a technical change.

5. Period of Operation

The period of the new Enterprise Agreement has been updated to reflect the new Agreement's expiry on 20 August 2022.

6. Purpose and Operation of Schedules

Amended current clauses 6.1 and 6.2: Removed references to awards that no longer exist. These awards ceased upon commencement of the Northern Territory Public Sector Enterprise Award 2016 [MA000151]. Consequential updates required to current clause 6.1 to reflect that the new Agreement is a comprehensive agreement which provides terms and conditions of employment for employees covered by the agreement, other than those applying under applicable legislation, including the *Public Sector Employment and Management Act* (PSEM Act) and FW Act.

Clause 6.2 of the new Agreement sets out the interaction between Parts 1 to 9 with Schedules 1 to 3. If there is any inconsistency between them, Parts 1 to 9 will apply.

7. Variation of Public Sector Employment and Management By-laws and Determinations

Minor technical change to the current clause in relation to the PSEM Act: removed reference to 'as amended from time to time' as this is provided in the definition of 'PSEM Act' under clause 4.

8. No Extra Claims

There is no change to this clause and it is the same wording from the current clause 10.

9. Negotiations for Replacement Agreement

There is no change to this clause and it is the same wording from the current clause 11.

10. Objectives of Agreement

There is no change to this clause and it is the same wording from the current clause 12.

11. Productivity and Efficiency

The current clause 13 has been updated to reflect the terms and conditions in the new Agreement:

- clause 11.4(a) refers to the implementation of the new Northern Territory Nursing and Midwifery Career Pathway which is referenced in the new Agreement in Schedule 1 – Classification Descriptions;
- clause 11.4(b) refers to the evolving clinical responsibility and scope of practice and is relevant to all employees generally under the new Agreement and, more specifically, to the increasing employment of Nurse Practitioners across the Department of Health, where possible;
- clauses 11.4(c) and 11.4(d) regarding managing responsiveness to meet service demands and emerging best practice principles are relevant to the parties commitment to review staffing model/safe workloads management in clause 66; and
- clause 11.4(e) refers to facilitating the requirements for the Australian Health Regulation Authority and is relevant to professional development allowance and other training support provisions in the new Agreement.

12. Security of Employment

There is no change to this clause and it is the same wording from the current clause 47.

PART 2 – PROCEDURAL MATTERS

13. Dispute Settling Procedures

Clause 13.1(c) is equivalent to the current clause 14.1(c) with the addition of the words ‘to have the decision reviewed’, to make it clear what happens should an employee utilise section 59 of the PSEM Act in relation to matters listed in clause 13.1(b).

Other technical changes to the current dispute settling procedures in clause 14 to remove unnecessary words that do not alter the operation of the provisions or entitlements (e.g. removed current clause 14.2(a) and the opening words, ‘subject to FW Act’, in current clause 14.2(b) because they serve no material purpose).

14. Management of Change

Equivalent to current clause 15, except for: removed the explanatory sentence in the brackets immediately above current clause 15.1 as it was for information purposes only. No substantive change.

15. Consultative Committee and Representative Rights

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

16. Work Health and Safety

Equivalent to current clause 18, except for: the reference to Musculoskeletal Injury Reductions Strategy 2014 – 2017 removed as this strategy now falls under a broader Department of Health occupational health and safety policy; and changed the word ‘examine’ in current clause 18.2 to ‘monitor’ to better reflect the Department of Health’s action with regards to this matter.

17. Commitment to Employee Assistance Program

There is no change to this clause and it is the same wording from the current clause 19.

18. Appropriate Workplace Behaviour

Changed the title of current clause 20 for a shorter heading that is in line with Employment Instruction 13 (Appropriate Workplace Behaviour) which also applies in these matters. The existing provision re-worded to reflect not just the CEO but ‘all parties’ will take all reasonably practicable steps to foster a culture of respect in the workplace and ensure employees are treated appropriately and not subject to bullying.

PART 3 – Classifications, Pay and Increments

19. Classifications

The new Agreement needs to be consistent with the Northern Territory Nursing and Midwifery Career Pathway, which was developed by the Department of Health in consultation with the Australian Nursing and Midwifery Federation (NT Branch), and as a consequence the classification descriptions in the current Agreement have been updated. Current clauses 21 (classification descriptions) and 22 (Work Evaluation System for Nurse 3 and above) replaced by clause 19.1 (employees will be classified according to classification structure in TABLE 1 Annual Rates of Pay in Schedule 3) and clause 19.2 (assessment of

the appropriate classification level as per Schedule 1). The classification levels at Nurse 2 and above in Schedule 1 and Schedule 3 have been updated to include 'Registered Nurse' and/or 'Registered Midwife' or 'Nurse Practitioner' where relevant.

Assessment for all levels will be as per the classification descriptions in Schedule 1. A clause in Schedule 1 states that the descriptions are to be read in conjunction with the career pathway.

The 'Pupil Nurse (3rd year)' classification was omitted from current clause 21 as it is not part of the career pathway and no longer relevant.

20. Rates of Pay

Current clause 23 renumbered and updated to reflect 2.5% per annum increase to annual salary during the term of the new Agreement. The first increase effective from 9 August 2018. Three further salary increases (2.5%) payable from the first full pay period to commence on or after 9 August 2019, 9 August 2020 and 9 August 2021 respectively. The annual salaries table in current clause 23.2 relocated to TABLE 1 of Schedule 3 and updated as per the pay increase and includes the actual pay dates.

A new clause 20.3 stating that the adjustment of work related and expense related allowances in the new Agreement will be as per the applicable provisions. This clause assists with the operation of the agreement, no substantive change.

A new clause 20.4 providing 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.

Clause 20.5 (Nurse 1 / Nurse 2 in Training) is the same as current clause 23.3 with the addition of a reference to 'midwifery' as well as nursing. No substantive change.

21. Part-Time Employment – Pro Rata Entitlements

The current clause 45.9 dealing with pro rata entitlements for part-time employees has been amended. The amendments make it clear the pro rata provision is in relation to the terms and conditions applicable to the *equivalent full-time employee* and based on the employee's agreed hours. The words '*unless otherwise stated in this Agreement*' added to the provision as Meal Allowance under clause 32 is not paid on a pro rata basis but paid at its full amount. These changes reflect current Agreement provisions and there is no substantive change.

22. Casual Employment and Loading

Equivalent to current clause 46 and amended as follows: a new clause 22.1 setting out that a casual employee is paid the ordinary hourly rate for the applicable classification in TABLE 1 Annual Rates of Pay of Schedule 3. This is as per current entitlements. The formula for calculating the ordinary hourly rate of pay is included in Schedule 3 to assist with the operation of the agreement and signpost note included in clause 22 to direct to Schedule 3. Clause 22.2 provides the casual loading of 20% and is equivalent to current clauses 46.1 and 46.2. New clause 22.3 provides for the casual loading to be increased to 22% effective from the first full pay period to commence on or after 9 August 2021.

23. Recognition of Previous Experience

Equivalent to Schedule 1 clause 1 with a technical change adding a reference to 'midwifery' where there is a reference to 'nursing' in the clause. No substantive change.

24. Increments

This clause is a consolidation of provisions in current clause 24 and Schedule 2 clause 2 for alignment and consistency. No substantive change for Nurse 2 and above employees.

The current provisions for annual incremental progression applicable to Nurse 2 and above will apply to Nurse 1 (Enrolled Nurse) year 1 to year 5 under the new Agreement. As a consequence the pay progression and accelerated advancement provisions in current Schedule 1 clause 2 are omitted. This is a change from the current Agreement which requires that a Nurse 1 may progress to the next year level pay point (e.g. from Year 1 to Year 2, Year 2 to Year 3 etc.) following an assessment (refer current Schedule 1 clause 2).

A new clause 24.4 included to clarify the existing application of pay point progression for part-time employees. Two new explanatory notes added immediately after clause 24.5 to assist with the operation of the increments clauses in relation to higher duties. No substantive changes to existing entitlements.

25. Superannuation

Equivalent to clause 41 in the current Agreement with a minor change to update the legislation and improve readability.

26. Salary Sacrifice

Equivalent to clause 42 in the current Agreement with a minor change to update the legislation and improve readability and omitted current clause 42.2(b). This clause dealt 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 4 – ALLOWANCES

27. Higher Duties Allowance

Equivalent to current Schedule 2 clause 3.3, except for formatting changes to more clearly and logically set out the entitlements and the words '(or lower)' replaces '(or higher)' in Schedule 2 clause 3.3(a)(vii). This change ensures the clause accurately reflects the existing and long-standing application of how time working at higher duties will count for the increment point for future higher duties.

28. Shift Responsibility Allowance

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

29. Exemplary Practice Allowance

Equivalent to current clause 27, except for the clause being amended to reflect that 'Nurse 2' includes 'Registered Midwife' and consistent language regarding the pro rata entitlements for part-time employees. No substantive change.

30. Post Graduate Allowance

There is no change to this clause and it is the same wording from the current clause 26.

31. Professional Development Allowance

Equivalent to the current clause 25, except for the clause being amended to describe which employees are eligible for the upfront payment option (i.e. employees in receipt of upfront payment immediately before commencement of the new Agreement) and those eligible for the reimbursement option. These changes reflect current operation of the provisions. The reimbursement allowance increased by 2.5% per annum and applicable rates set out in clause 31.5(a)(ii) and TABLE 3 Expense Related Allowances in Schedule 3. The reference to 'agreed hours' in clause 31.4(d) and clause 31.5(a)(vii) replaces 'contracted hours' in current Agreement for consistent language regarding the pro rata entitlements for part-time employees, no substantive change.

32. Meal Allowance

Equivalent to the current Schedule 2 clause 3.2 with some technical modifications: the reference to 'ordinary weekly hours' in clause 32.3(d) replaces 'normal weekly hours' in current Agreement for consistent language; added a new clause 32.5 to clarify meal allowance is not paid on a pro rata basis for part-time employees but paid at the same rate payable to full-time employee. No substantive change. Rate effective as at 1 January 2018 included in TABLE 3 Expense Related Allowances in Schedule 3.

33. Uniform Allowance

Equivalent to the current clause 29, except for amendments to reflect rates applicable under current Agreement. Table of rates included in clause 33 and also listed in TABLE 3 Expense Related Allowances in Schedule 3. The current Agreement lists this allowance in PART A Work Related Allowances, however, this is an expense related allowance and so has been moved to the TABLE 3 of the new Agreement.

34. Ambulance Duty Allowance

Equivalent to the current Schedule 1 clause 5 with some technical modifications: the two references to 'ordinary duty' in clause 34.4 replaces 'normal hours of duty' in the current Agreement for consistent language. No substantive change.

35. Accident Allowance

Equivalent to the current Schedule 2 clause 3 with some technical modifications: the reference to 'ordinary hours salary' in clauses 35.1 and 35.5 replaces 'normal time salary' in current Agreement for consistent language; updated legislative reference in clause 35.7; change 'sick leave' to 'personal leave' for consistency with personal leave provisions. No substantive changes.

36. 'Cashing up' of Airfares on a Common Date

Equivalent to the current clause 39 with a technical modification: added a reference to By-law 33 and By-law 47 in clause 36.1 to clarify where an employee's eligibility for a leave airfare is derived. No substantive change.

37. Preserved Entitlement – Northern Territory Allowance

New clause required to preserve a By-law entitlement for certain employees. The Northern Territory Allowance is provided for in the PSEM By-laws 26 or 49. The new clause sets out that the Northern Territory Allowance, paid in accordance with By-law 26 or 49, will be available to employees who were in receipt of the allowance on the day prior to the commencement of the new Agreement.

PART 5 – HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS

38. Hours of Work

This clause is a consolidation of provisions in current clause 33 and Schedule 1 clause 3 for alignment and consistency. No substantive changes.

39. Part-Time Employment – Agreed Hours

This clause is equivalent to current clauses 45.2 to 45.4 and 45.6 and is consistent with clauses 4 to 7 of Determination Number 9 of 2012* (The Determination is referenced in current clause 45.1). The new clause has been amended to replace 'employer' with 'CEO' as the CEO is the appropriate officer in the context of the clause.

Relocated current clause 45.7 which refers to overtime worked by a part-time employee, to the overtime provisions in clause 43.13.

*(*Refer to the note on page 15)*

40. Span of Hours

Equivalent to current clause 33.1 but re-worded to remove the words "where a Schedule to this Agreement" as there is no span of hours in a Schedule to the new Agreement. Current clause 45.5 dealing with the span of hours for part-time employees relocated to clause 40.2. No substantive change.

41. Minimum Break between Shifts

There is no change to this clause and it is the same wording from the current clause 33.2.

42. Tea Break

There is no change to this clause and it is the same wording from the current clause 33.3.

43. Overtime

This clause is a consolidation of provisions in the current clause 34, Schedule 2 clause 6, clause 45.7 (part-time and overtime) and clause 46.2 (casual loading and overtime payments) for alignment and consistency. There are no substantive changes to current overtime provisions except in relation to part-time employees under clause 43.13(c): overtime is paid to part-time employees in certain circumstances as set out in current clause 45.7. The change relates to current clause 45.7(d) whereby the new clause 43.13(c)(i) provides that from 1 July 2019 overtime will be payable to a part-time employee after working in excess of 76 hours per fortnight. There are no other changes concerning when overtime is payable to a part-time employee (refer clause 43.13).

The new consolidated overtime clause sets out when overtime is payable for full-time, part-time, casuals shiftworkers and non-shiftworkers. There are no substantive changes. The provisions have been written in this manner to more clearly set out the applicable entitlements. Provisions that are not relevant such as the reference to 36.75 hours per week in current Schedule 2 clause 6.1(f) have been removed as 38 hours per week are the ordinary full-time hours for all employees under the Agreement.

Current clause 34.21 about rest relief after overtime worked contains an incorrect reference a clause on the general conditions and reasonableness of overtime. The new clause 43.28 corrects this error by

providing that the rest relief provisions (i.e. nine hour rest break after overtime in certain circumstances) does not apply to Emergency Duty unless the Emergency Duty performed is at least three hours on each call.

Clause 43.32 correctly reflects the minimum payments for overtime when on Restrictive Duty (i.e. one hour if required to work but not recalled to the workplace, e.g. take a phone call at home; and three hours where recalled to the workplace). This is as per the operation of current provisions. No substantive change.

44. Shiftwork Penalties

Clauses 44.1 to 44.3 are equivalent to the current clause 35 except for changed terminology where appropriate: 'shiftwork' replaces 'shift work' in this clause and throughout new Agreement, where appropriate, and there is a reference to the facilitative provisions in clause 48 for Nurse 6.

New clauses 44.4 and 44.5 setting out the treatment of shiftwork penalties during a period of recreation leave in line with current provisions and entitlements. There is an improvement in that a shiftworker need only take one day recreation leave to receive shiftwork penalties in lieu (which are equivalent to Recreation Leave Loading). There is a consequential amendment to the Recreation Leave Loading below at clause 57.

New clauses 44.6 and 44.7 are included to assist with regards to the calculation of payments for the half pay recreation leave and cashing up of recreation leave provisions. No substantive change.

New explanatory note directing to the location of the public holiday duty payments in clause 45.

45. Public Holiday Duty

Equivalent to current Schedule 2 clause 9 except with a technical change to fix clause references within the clause itself to the correct provisions and replace 'holiday' with 'public holiday' where appropriate. The eligibility for overtime on a public holiday and the rate of overtime worked on a public holiday as per clause 43.18(c). No substantive change.

46. Restrictive Duty

This clause is a consolidation of provisions in current clause 36 (Restrictive Duty), clause 32 (on-call allowance), Schedule 1 clause 5 and clause 45 for alignment and consistency. Amended sub-headings for consistency with overtime provisions in clause 43. No substantive changes.

47. Emergency Duty

This clause is equivalent to the current Schedule 2 clause 4 with some amendments clarifying the intended operation of the current provisions: following clause 47.1 an explanatory note inserted about an 'emergency' for the purposes of the Emergency Duty clause. Clause 47.5 amends the current Schedule 2 clause 4.5 with the addition of new clause 47.5(a) clarifying that the Emergency Duty provisions do not apply where an employee who is rostered off duty performs additional hours in place of an employee who is unable to attend for duty as a result of illness, unplanned absence or any other unforeseen circumstance. An employee who performs additional hours in these circumstances is entitled to overtime in accordance with clause 43 (the overtime provisions).

48. Facilitative Provisions – Nurse 6 (Registered Nurse/Midwife; Nurse Practitioner)

Like the current Agreement, Nurse 6 employees are not eligible for overtime, restrictive duty or shiftwork penalties under the new Agreement (see the relevant provisions). This is a new clause setting out that the CEO may approve the application of one or all of those provisions, where appropriate, to employees employed at the Nurse 6 level in exceptional circumstances.

Part 6 – FLEXIBLE WORK ARRANGEMENTS

49. Individual Flexible Working Arrangements

There is no change to this clause and it is the same wording from the current clause 48.

50. Variation to Working Arrangements for Groups of Employees

There is no change to this clause and it is the same wording from the current clause 49.

Part 7 – REMOTE LOCALITY EMPLOYMENT CONDITIONS

51. Electricity Subsidy for Employees in Remote Localities

This is the current clause 50 with updated legislation (i.e. 'Determination 2 of 2003' replaced with 'Determination 8 of 2015' in clause 51.1). A sentence has been added in clause 51.6 stating that the Commissioner for Public Employment will give effect to updated rates through a Determination during the term of the Agreement. This is as per current practice. The rates table from current clause 50.7 has been relocated to TABLE 3 Expense Related Allowances in Schedule 3.

52. Remote Rental Concession

This is the current clause 51 with updated legislation (i.e. 'Determination 2 of 2003' replaced with 'Determination 8 of 2015' in clause 51.1).

53. Remote Access to Satellite Television/Satellite Internet Services

There is no change to this clause and it is the same wording from the current clause 52.

54. Relocation Expenses Gove District Hospital

There is no change to this clause and it is the same wording from the current clause 53.

55. Commuted Overtime Allowance for Remote Areas

There is no change to this clause and it is the same wording from the current clause 54.

Part 8 – LEAVE

56. Recreation Leave

Equivalent to the current clause 58 except for re-numbering and amendments to current clause 58.6 (Public Holidays). Current clause 58.6 has been amended to clarify applicable payments where a public

holiday falls during a period of recreation leave at half pay (refer clause 56.6 of new Agreement). This is not a substantive change but reflects current FW Act/NES requirements with which the NTPS complies.

57. Recreation Leave Loading

This is equivalent to clause 59 in the current Agreement with a minor change to current clause 59.2(a) in new clause 57.2(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. There is a new explanatory note below clause 57.1(b) directing to new clause 44.4 for more information on shiftwork penalties payable on recreation leave.

58. Christmas Closedown

This is a new clause that is equivalent to Determination Number 1073 of 2014, a Determination that has been in operation since commencement of the current Agreement to provide Christmas Closedown provisions applicable to NTPS Nurses and Midwives. There is a minor change amending the source Determination 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. Clauses 58.4 and 58.5 are additional to the source Determination and included to deal with any employee (e.g. newly recruited employees) subject to Christmas Closedown who may not have accrued sufficient leave entitlements to use during the closedown.

59. Compassionate Leave

Equivalent to the current clause 56 with some technical changes to update the definitions in line with the FW Act and to simplify provisions for enhanced readability and reduce duplication. No substantive change.

60. Personal Leave

Equivalent to the current clause 57 with some changes: in the definitions section include a reference directing to the same definition in clause 56 Compassionate Leave to reduce duplication; re-word provisions to make entitlements for casual employees clearer; clarify the entitlements that apply to full-time employees to assist with determining pro rata for part-time employees; any references to 'temporary employee' changed to 'fixed period' employee in accordance with the terms used to denote the basis of employment under section 29 of PSEM Act; re-word current clause 57.4(g)(i) to capture personal leave could be taken for the employee's illness/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; removed current clause 57.11 in relation to seeking the opinion of the NT Medical Advisor as these provisions are now mirrored in the Employment Instruction Number 5 - Medical Examinations and are no longer required in the Agreement.

A new clause included about the documentary evidence for shiftworkers which provides that an employee may access personal leave without providing documentary evidence up to a maximum of the employees weekly hours or five shifts, whichever is the greater.

61. Parental Leave

To improve readability and support plain English language provisions, the current parental leave clause 55 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 paid parental leave provisions to include surrogacy situations and to expand the paid leave available to partners. This will provide employees who meet the relevant criteria with the current generous levels of paid parental leave of up to 18 weeks, and up to a total of three years off for parental leave purposes.

This new provision 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. This leave would be available where the initial primary caregiver returns to work and the partner would be able to access paid partner as primary caregiver leave. 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. However, only one parent of the family unit can nominate as primary caregiver at a time. The maximum period of paid leave for a partner will be 18 weeks.

A change made to the current clause 55.14(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 61.19(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 on parental leave will have their superannuation paid for the first 12 months of parental leave. This extends the existing entitlement for the 'first six months' in the current clause 55.18 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 up until the child reaches school age.

62. Long Service Leave

Except for deleting the explanatory note in the square brackets which is no longer relevant, there are no other changes to this clause and it is the same wording from clause 60 in the current Agreement.

63. Cultural and Ceremonial Leave

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

64. Leave to Attend Industrial Proceedings

There is no change to this clause and it is the same wording from the current Schedule 2 clause 7.

65. 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.

Part 9 – OTHER

66. Review of Staffing Management Model and Safe Workloads

A new clause committing the Department of Health to undertake a review, in consultation with the Australian Nursing and Midwifery Federation, of the current staffing management model (i.e. Nursing

Hours per Patient Day (NHpPD)) and safe workload management. The clause replaces the current clause 37.

67. Workplace support for breastfeeding employees

A new clause to raise awareness of the existing workplace policies/guidelines and support for employees who wish to continue to breastfeed their child after returning to work. The clause refers to Agreement provisions such as flexible work arrangements and the Department of Health's policies and guidelines designed to ensure workplaces can support breastfeeding employees. The clause stipulates that the Department's policies and guidelines are not incorporated into the Agreement and if there is any inconsistency between the policies or guidelines and the terms of the Agreement, the Agreement will prevail.

68. Public Holidays

Equivalent to the current clause Schedule 2 clause 8, except for some amendments: removed the explanatory note in brackets as it is no longer necessary; removed current clause 8.1 as the *Public Holidays Act* (NT) was amended in 2016 to deal with substitute public holidays; and added a provision from Determination Number 9 of 2012* which relates to part-time employees and the payment for a public holiday.

69. Redeployment and Redundancy

There is no change to this clause and it is the same wording from clause 62 in the current Agreement.

70. Grievance and Dispute Resolution Training

There is no change to this clause and it is the same wording from Schedule 2 clause 1 in the current Agreement.

71. Recovery of Overpayments

This is the current clause 40 amended to remove clauses 40.2 to 40.5 that deal with recovery of relocation costs on cessation of employment. These current clauses have been removed as provisions dealing with the ability to recover relocation costs in the circumstances described are not enforceable.

Clause 71 is equivalent to the current clause 40.1 except for a minor wording change regarding the CEO's approval. No substantive change.

NOTE:

*Determination Number 9 of 2012, issued by the Commissioner for Public Employment in accordance with sections 14(2) and 13(a) of the PSEM Act, is an instrument providing part-time employment arrangements for all NTPS employees (i.e. not just NTPS Nurses and Midwives). The terms and conditions for part-time employees contained in the Determination apply subject to any terms and conditions of the relevant enterprise agreement. The Determination is referenced under the part-time employment provisions in clause 45.1 of the current Agreement. The Determination is not referenced in the new Agreement as any relevant provisions are already covered in the new Agreement (e.g. reference to pro rata entitlements, payment of a public holiday) or will apply by virtue of the application of the PSEM Act and its subordinate legislation to employees. For example: the application of certain PSEM By-laws and the formula in the Determination for calculating pro rata Northern Territory Allowance or Recreation Leave Airfares and Fares Out of Isolated Localities will apply to part-time Nurses and Midwives.

SCHEDULE	CURRENT AGREEMENT COMPARED TO NEW AGREEMENT
<p>SCHEDULE 1 - CLASSIFICATION DESCRIPTIONS</p>	<p>The classification descriptions in clause 21 of the current Agreement have been relocated to Schedule 1. The classification descriptions, Nurse 1 to Nurse 8, have been updated to reflect the overall role descriptions consistent with the new Northern Territory Nursing and Midwifery Career Pathway.</p> <p>Clause 1.1.1 of Schedule 1 provides that the assessment of the appropriate classification level under the new Agreement will be in accordance with the overall role descriptions set out in Schedule 1 which are to be read in conjunction with the Northern Territory Nursing and Midwifery Career Pathway. Where there are specialist duties or unique characteristics attributable to a position Nurse 2 or above that do not conform to the Northern Territory Nursing and Midwifery Career Pathway, assessment of the classification level will be under the Work Evaluation System for nursing and midwifery professionals as determined by the Commissioner for Public Employment (refer clause 1.1.2). The current Agreement refers only to the Work Evaluation System as determined by the Commissioner for Public Employment (see clause 22 of current Agreement). However, the new Agreement needs to reflect the contemporary assessment process which involves the new career pathway.</p> <p>The following provisions of the current Agreement's Schedule 1 have been relocated as follows:</p> <ul style="list-style-type: none"> • Recognition of previous experience – refer clause 23 • Enrolled Nurse (Nurse 1) Progression and Accelerated Advancement – refer Schedule 2 • Hours of Duty – refer clause 38 • Ambulance Duty Allowance – refer clause 34
<p>SCHEDULE 2 – NORTHERN TERRITORY PUBLIC SECTOR REDEPLOYMENT AND REDUNDANCY PROVISIONS</p>	<p>Existing Schedule 3 of the current Agreement with a minor technical amendment clarifying 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>
<p>SCHEDULE 3 SALARY RATES AND ALLOWANCES</p> <p>TABLE 1 – ANNUAL RATES OF PAY</p> <p>TABLE 2 – WORK RELATED ALLOWANCES</p> <p>TABLE 3 – EXPENSE RELATED ALLOWANCES</p>	<p>The salaries and allowance tables in the current Agreement have been reformatted and labelled 'TABLE 1', 'TABLE 2', and 'TABLE 3'.</p> <p>TABLE 1: (equivalent to the salary table in cl 23.2 of current Agreement with increased rates)</p> <ul style="list-style-type: none"> • The rates reflect 2.5% increase from 9 August 2018 and then 2.5% per annum for the remaining term of the Agreement. • Removal of the salary rates for 'Pupil Nurse' as this classification is not used in the NTPS.

SCHEDULE	CURRENT AGREEMENT COMPARED TO NEW AGREEMENT
	<ul style="list-style-type: none"> Added: 'Enrolled Nurse', 'Registered Nurse', 'Registered Midwife', or 'Nurse Practitioner' to the relevant classification level. <p>TABLE 2: (equivalent to 'PART A' in Schedule 4 of the current Agreement with increased rates)</p> <ul style="list-style-type: none"> Updated to reflect the applicable increases to work-related allowances during a four year term. On-call rates are adjusted by Darwin CPI and the table contains the rates as at 1 January 2018. These 2018 rates are authorised in Determination Number 2 of 2018. Removed the explanatory sentence about the history of Laundry Allowance (absorbed into salary from August 2008) in the current Agreement's table. No longer required. <p>TABLE 3: (equivalent to 'PART B' in Schedule 4 of the current Agreement with increased rates)</p> <ul style="list-style-type: none"> Meal Allowance and Remote Locality Electricity Subsidy are expense-related allowances which are adjusted annually in January according to Darwin CPI. TABLE 3 contains the rate effective from 1 January 2018, which is the most recent increase. These 2018 rates are authorised in Determination Number 1 of 2018 (electricity subsidy) and Determination Number 2 of 2018 (meal allowance). Added a table for Professional Development Allowance with rates applicable for the term of Agreement consistent with rates in clause 31. <p>NOTES: Added notes below TABLE 3 explaining how to calculate fortnightly and hourly pay rates, and notes about where to obtain a copy of any Determination with the updated rates issued by the Commissioner for Public Employment.</p>
SIGNATORIES	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 ANMF Branch Secretary). The equivalent is page 114 of the current Agreement.

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. Also visit our website at [current negotiations](#) for more information.