

**NORTHERN TERRITORY OF AUSTRALIA**

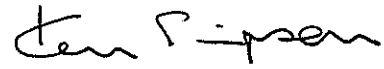
***Public Sector Employment and Management Act***

**DETERMINATION NO 21 of 2008**

I, KENNETH DONALD SIMPSON, the Commissioner for Public Employment, pursuant to my powers under section 14 (2) of the *Public Sector Employment and Management Act*, and in accordance with section 13(a) of that Act, determine that:

1. This Determination and Schedule applies to the class of employees covered by the *Northern Territory Public Sector Nurses' 2008-2011 Union Collective Agreement* (the Agreement).
2. "Commissioner" means the Commissioner for Public Employment.
3. "Department" means the Department of Health and Families.
4. "Union" means the Australian Nursing Federation (NT Branch).
5. This Determination and Schedule will not be amended or revoked without prior consultation with the Union.
6. This Determination and Schedule shall have effect from the date signed and remain in force, unless revoked earlier, until the commencement of a subsequent Agreement relating to this class of employees, on or after 9 August 2011.

Dated 1 DECEMBER 2008

  
KEN SIMPSON

COMMISSIONER FOR PUBLIC EMPLOYMENT

## SCHEDULE

### SCHEDULE

#### 1. NEGOTIATION OF NEW AGREEMENT

Negotiations to replace the Agreement will commence three months prior to the expiry of the Agreement or, by agreement, four months prior to the expiry of the Agreement.

#### 2. UNION RIGHTS

##### 2.1. Right of entry/freedom of association

- (a) For the purpose of assisting employees understand their rights and entitlements under this Agreement, the parties agree to the provisions in this clause.
- (b) Division 11A of the "Workplace Relations Act" (Commonwealth) prescribes the purpose and manner in which unions may exercise right of entry provisions in the workplace. The Department recognise the legitimate right of unions to represent those employees who are members, or eligible to become members, and will grant access in accordance with the "Workplace Relations Act", providing that work is not disrupted, for normal union business or to represent employees.
- (c) A duly accredited Union Official will observe all the usual courtesies when entering or seeking to enter the Department's premises and will not disturb or interfere with any work being carried out on the premises at any time while they are on the premises.
- (d) Membership of a Union is voluntary and employees will not be treated differently in their employment because they are, or are not, members of a union.

##### 2.2. Representation

- (a) For the purpose of ensuring the effective operation of the dispute resolution processes under clause 13 of the Agreement, the parties agree to the provisions in this clause.
- (b) An employee appointed as a Union delegate in the Department in which he or she is employed will, upon notification to the Chief Executive Officer (CEO), be recognised as the accredited representative of the Union. Subject to the prior approval of the CEO, an accredited Union delegate shall be allowed reasonable time during working hours to interview the CEO or the CEO's representative on matters affecting employees whom he or she represents.

## SCHEDULE

### 2.3. Grievance/ dispute resolution training leave

- (a) For the purpose of assisting employees to understand their rights and entitlements under the Agreement and improving industrial relations, the CEO shall, subject to the provisions of this clause, provide an employee who is a Union delegate or nominated employee representative with up to five days' paid leave per annum to attend Union training courses conducted by the Union or approved by the Union.
- (b) The approval for an employee to attend a training course shall be subject to the operational requirements of the Department.
- (c) An employee seeking to take training leave under this clause must:
  - (i.) unless agreed by the CEO, have completed at least twelve months' continuous service prior to taking training leave; and
  - (ii.) have been nominated by the Union to attend the course for which the training leave is sought.
- (d) The employee will only be paid for the period of training leave if:
  - (i.) he or she provides evidence satisfactory to the CEO of his or her attendance at the course for which training leave was sought; and
  - (ii.) unless agreed by the CEO, the CEO has received not less than four weeks written notice of nomination from the Union, setting out the time, dates, content and venues of the course.
- (e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.
- (f) Leave granted under this clause will count as service for all purposes.

### 2.4. Communication

- (a) For the purpose of assisting employees to understand their rights and entitlements under the Agreement the CEO shall, where practicable, make available facilities to assist the Union to display notices.
- (b) The Commissioner shall investigate the Information Technology access for Union notices on the Government Intranet site.

### 3.5 Members of the Union Branch Council will be released to participate in Branch Council meetings for two hours per month which will be paid time.