

NORTHERN TERRITORY OF AUSTRALIA

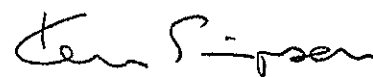
Public Sector Employment and Management Act

DETERMINATION NO 27 of 2008 AND REVOCATION OF
DETERMINATION NUMBER 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*, with reference to section 43 of the *Interpretation Act*, revoke Determination 21 of 2008 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' 2008-2010 Union Collective Agreement* (the Agreement).
2. "Award" means the Nurses (Northern Territory Public Sector) Award 2001 (AW805842).
3. "CEO" means the Chief Executive Officer of the Department of Health and Families.
4. "Commissioner" means the Commissioner for Public Employment.
5. "Department" means the Department of Health and Families.
6. "Union" means the Australian Nursing Federation (NT Branch).
7. This Determination and Schedule will not be amended or revoked without prior consultation with the Union.
8. 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 this day 12 DECEMBER 2008



KEN SIMPSON

COMMISSIONER FOR PUBLIC EMPLOYMENT

SCHEDULE

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1. CONSULTATION

- 1.1 The parties to the Agreement note the ongoing consultation between the Union, the Department and the Office of the Commissioner for Public Employment relating to improved effectiveness and efficiency in the nursing/health industry.
- 1.2 The parties agree to establish forums to facilitate on-going consultation between the Departmental management and the Union.

2. UNION RIGHTS CLAUSES

2.1 Right of Entry

- 2.1.1 For the purpose of investigating complaints concerning the application of the Agreement, or the Award, or for the purpose of meeting employees on legitimate business of the Union, a duly accredited representative of the Union will have the right to enter the Department's premises.
- 2.1.2 A duly accredited Union representative 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.

2.2 Union Training Leave

- 2.2.1 For the purpose of improving industrial relations, the CEO shall, subject to the provisions of this clause, provide an employee who is a job delegate with up to five days' paid leave per annum to attend union training courses conducted by the Union or approved by the Union.
- 2.2.2 The approval for an employee to attend a training course shall be subject to the operational requirements of the Department.
- 2.2.3 Such approval shall not be unreasonably withheld.
- 2.2.4 An employee seeking to take union training leave must:
 - 2.2.4(a) have completed at least twelve months' continuous service prior to taking union training leave; and

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2.2.4(b) have been nominated by the Union to attend the course for which the union training leave is sought.

2.2.5 The employee will only be paid for the period of union training leave if:

2.2.5(a) he or she provides evidence satisfactory to the CEO of his or her attendance at the course for which union training leave was sought; and

2.2.5(b) in normal circumstances 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.

2.3 Branch Council Meeting

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

3. PART TIME EMPLOYMENT

3.1 This Clause will be read in conjunction with Clause 44 of the Agreement.

3.2 Prior to implementing new part-time employment arrangements, the Union will be consulted.

3.3 Advice under sub-clause 5.2 will be given not less than 14 days prior to a final decision being made to implement the part-time arrangement provided that a lesser notice may be agreed with the Union in a particular instance.

3.4 The Union will be advised six monthly of the numbers of part-time employees by salary stream within the Public Sector by the Commissioner.

4. INCREMENTS

4.1 This Clause will be read in conjunction with Clause 23 of the Agreement.

4.2 The Commissioner will notify the Union of the acceptance of any performance management system for the purposes of sub-clause 23.3 prior to that system being used for deferral of increments.

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5. REDEPLOYMENT AND REDUNDANCY

5.1 This Clause will be read in conjunction with Schedule 3 of the Agreement.

5.2 Where it appears to the Commissioner that a potentially surplus situation or a situation of redundancy has occurred or is likely to occur affecting members of the Union the Commissioner must:

5.2.1 immediately advise the Union to this effect and immediately provide all details required by the agreed Redeployment Procedures; and

5.2.2 arrange discussions with officers of the Union.

5.3 Where it appears to the Commissioner that a potentially surplus situation has occurred or a redundancy situation has or is likely to occur, affecting persons who are eligible to be members of the Union, the Commissioner:

5.3.1 is not required to notify any details to the Union in respect of employees holding a designation with a salary level equivalent to or above that of Executive Officer Level 1; unless the employee concerned requests that the Union be notified;

5.3.2 must immediately provide details to the Union in respect of employees holding a designation with a salary level below that of Executive Officer Level 1.

5.4 An employee cannot be invited by the Commissioner to volunteer retrenchment until four weeks has elapsed since the Union was advised of a redundancy situation. A lesser period of time may be agreed upon by the Commissioner and the Union.

5.5 Right of Appeal

5.5.1 A surplus employee will have the right of appeal against any administrative decision made in relation to his or her eligibility for benefits under this award or in relation to the amount of those benefits.

5.5.2 The appeal is to be referred to a Committee comprising:

5.5.2(a) an independent Chairperson agreed upon by the Commissioner and the Union concerned;

5.5.2(b) an employee or nominee of the Commissioner;

5.5.2(c) an employee or nominee of the Union.

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5.5.3 The Committee must report its findings to the Commissioner and it must provide a recommendation for appropriate action.

5.5.4 This entitlement does not affect the employee's rights under the *Workplace Relations Act 1996*.

5.6 Substitution or Other Provisions

5.6.1 Where the union, the employee and the Commissioner agree, provisions may be applied to an employee specified in subclauses 5.3 and 5.4 of this Determination which are in addition or in substitution for any or all of the provisions prescribed in Schedule 3 of the Agreement.