

**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

*Workplace Relations Act 1996*  
s170LJ certification of agreement

**Association of Professional Engineers, Scientists and Managers, Australia**

**and**

**North Western Health Care Network**  
(C No. 38846 of 1997)

**NORTH WESTERN HEALTH CARE NETWORK/BIOMEDICAL ENGINEERS**  
**CERTIFIED AGREEMENT 1997**

Various employees Health and welfare services

COMMISSIONER BLAIR MELBOURNE, 3 FEBRUARY 1998

Certification of Division 2 agreement with organisation of employees

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement between the Association of Professional Engineers, Scientists and Managers, Australia and the North Western Health Care Network in this matter.

This agreement shall come into force from 19 January 1998 and shall remain in force 30 June 1999.

BY THE COMMISSION:

COMMISSIONER

Appearances:

Mr J Artis for the Association of Professional Engineers, Scientists and Managers, Australia

Mr N Campbell for the North Western Health Care Network

Hearing Details:

1998  
Melbourne  
January 19

## AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

## WORKPLACE RELATIONS ACT 1996

## ENTERPRISE AGREEMENT

**1. TITLE**

This Agreement shall be called North Western Health Care Network/Biomedical Engineers Certified agreement 1997.

**2. ARRANGEMENT**

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**3. Incidence and Parties Bound**

The parties to this Agreement are the:

- I) The North Western Health Care Network, and
- II) The Association of Professional Engineers, Scientists and Managers Australia. (the Union)

**4. Date and Period of Operation**

It is agreed that this agreement will operate until 30 June, 1999.

**5. Relationship to Parent Award and Certified Agreements**

This Agreement shall be read wholly in conjunction with the provisions of the Biomedical Engineers Interim Order 1994 (the Award). Where there is any inconsistency between this Agreement and the Award this Agreement shall take precedence to the extent of any inconsistency.

5.2 The parties agree that once the Award has been subjected to a section 89A exercise the parties will then agree to include matters arising out of the Award that are deemed by the Australian Industrial Relations Commission to be non allowable matters to form part of this agreement until the agreement reaches its nominal expiry date.

5.3 The parties further agree to discuss and review the non-allowable award matters at least three months prior to the nominal expiry date of the agreement.

5.4 This Agreement shall also be read in conjunction with the Western Health Care Network Biomedical Engineers ( General Conditions ) Certified Agreement 1996.

## **6 Aim of the Agreement**

The aim of the Agreement is to enable the parties to develop and implement strategies that are designed to recognize and achieve productivity improvements at the workplace, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

Such Agreements shall operate in accordance with this Agreement.

## **7 Consultation and Communication**

The parties are committed to consultation and communication throughout all levels of the organisation. The parties agree that effective mechanisms for communication are fundamental to the achievement of greater productivity, efficiency, flexibility and job satisfaction.

## **8. Wage Adjustments**

It is agreed that the following increases to existing entitlements will apply:

- a. A 3 percent increase to rates of pay operative from the first pay period on or after 1 July 1997,
- b. A further 3 percent increase payable the first pay period on or after 1 July 1998,
- c. Three months prior to the expiration of the Agreement the parties will commence discussions with a view to negotiating a further Agreement,

d. The parties agree to jointly review the current biomedical engineers career structure during the life of the Agreement.

**9. Maternity Leave**

The parties agree that two weeks paid maternity leave shall be given to any person who qualifies for maternity leave under the provisions of the Award. Such payment shall be made prior to the person commencing maternity leave.

**10. Capability to Vary Agreement**

Subject to the requirements of the Workplace Relations Act 1996, an application to vary any of the terms of this Agreement can be made under s 170MD of the Act. Such application must be in writing and agreed to by the parties.

**11 Salary Packaging**

It is a provision of this Agreement that the rate of pay specified in the relevant clause of the Award, as amended by the Western Health Care Network/Biomedical Engineers Certified Agreement 1996, and this Agreement, may be salary packaged in accordance with clause 15 of the Western Health Care Network Biomedical Engineers (General Conditions) Agreement 1996.

**12. Prevention and Settlement of Disputes**

A procedure for the prevention and settlement of disputes is found in Appendix 1.

**13. No Extra Claims**

The parties undertake that during the life of this Agreement there shall be no further wage increases sought or granted except where consistent with the Statement of Principles of the Australian Industrial Relations Commission.

Signed for

North Western Health Care Network

Date:

Chief Executive Officer

Association of Professional Engineers, Scientists and Managers, Australia

Date:

Director

**APPENDIX 1**

Prevention and Settlement of Disputes

## Preamble

It is the objective of this procedure to ensure that grievances are resolved by negotiation and discussion between the parties.

The parties to this Agreement recognize that from time to time individual employees may have grievances which need to be resolved in the interest of good relationships.

An employee will have the right for grievances to be heard through all levels of line management.

I In the first instance the employee/parties shall attempt to resolve the grievance with his/her immediate supervisor. The local union representative shall be present if desired by either party.

II If the employee/parties still feels aggrieved then the matter shall be referred to his/her department head. The local union representative shall be present if desired by either party.

III If the grievance is still unresolved the matter shall be referred to senior management and the senior local or state union representative.

IV If the grievance is still unresolved then the state union representative shall be advised and a meeting arranged. At this stage the employer's representative shall be advised and will be represented at the request of either party.

V It is agreed steps I to IV shall take place within seven days.

VI If the grievance still exists the matter shall be referred to the Australian Industrial Relations Commission for decision, which shall be accepted by the parties as ending the matter.

VII Until the grievance is determined, work shall continue normally in accordance with the custom or practice existing before the grievance arose, while discussions take place.

No party shall be prejudiced as to the final settlement by the continuance of work.

Health and Safety matters are exempted from point VII.

For the purpose of this Appendix the word "individual" includes the parties to this Agreement.