

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s. 170LJ certification of agreement

Health Services Union of Australia
and
North Western Health Care Network
(C No. 33917 of 1998)

**NORTH WESTERN HEALTH CARE NETWORK AND HSUA (HEALTH PROFESSIONALS)
CERTIFIED AGREEMENT 1997**

Health professionals

Health and welfare services

SENIOR DEPUTY PRESIDENT MACBEAN

SYDNEY, 25 JUNE 1998

Certification of Division 2 agreement with organisation(s) 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 North Western Health Care Network and Health Services Union of Australia in this matter.

This agreement was certified on 10 June 1998 and shall operate from 1 July 1997 and shall remain in force until 30 June 1999.

BY THE COMMISSION:

SENIOR DEPUTY PRESIDENT

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2. Title

This agreement shall be known as the North Western Health Care Network and HSUA (Health Professionals) Certified Agreement 1997.

3. Parties Bound

The parties to this Agreement are the Health Services Union of Australia (HSUA) and the North Western Health Care Network (the Network).

4. Incidence

This Agreement shall be binding on the Network and the HSUA in relation to all employees whose employment is or would otherwise become regulated by the HSUA (Victoria - Public Sector) Interim Award 1998 (H0153) insofar as it applies to health professionals who are employed in the following establishments:-

Royal Melbourne Hospital
 Western Hospital
 North West Hospital
 Werribee Mercy Hospital
 Williamstown Hospital
 Preston and Northcote Community Hospital
 Bundoora Extended Care Centre
 Northern Hospital
 Broadmeadows Health Service (to be opened 1998)

5. Relationship with Parent Award and Certified Agreements

5.1 The Agreement shall be read in conjunction with the Health Services Union of Australia (Victoria - Public Sector) Interim Award 1993 (the Award), insofar as it applies to health professionals, provided that to the extent of any inconsistency between the Award and the Agreement, the Agreement shall prevail.

5.2 Subject to the terms of this Agreement, the Agreement shall also be read in conjunction with the certified agreements between the HSUA and member organisations of the North Western Health Care Network regarding wages (1995), salary packaging, and organisational change.

5.3 It is the intention of the parties that no employee who is, or would otherwise become, covered by this Agreement, shall suffer any loss or diminution of entitlements (whether accrued or otherwise) or any disadvantage to their terms and conditions of employment by reason of this Agreement.

5.4 Nothing in this Agreement is intended to limit or restrict any organisational change including any review of services subject to this Agreement.

6. Period of Operation

The Agreement will operate from 1 July 1997 and shall remain in force until 30 June 1999.

7. No Extra Claims

During the period of operation of the Agreement the parties will not seek any further increase in wages or allowances, being award or over-award. The parties agree that any wage increase provided under the Jurisdiction of the Australian Industrial Relations Commission during the term of this Agreement will be absorbed into the wage increases set out in this Agreement, and will not be additional to those prescribed wage increases, except where the principles of the Australian Industrial Relations Commission (AIRC) permit the HSUA to apply to vary a certified agreement to increase the wages provided for therein.

8. Wage Increase

8.1 The wages currently payable pursuant to the 1995 certified agreements between the HSUA and member hospitals of the Network regarding wages shall be increased by 3% from 1 July 1997 and a further 3% from 1 July 1998.

8.2 The increases to wages shall be paid in the first full pay period after 1 July 1997 and 1 July 1998.

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. Higher Qualifications Allowance

10.1 An employee who holds an additional postgraduate qualifications which is of direct relevance to his or her current position or functional work area, shall be paid an allowance of 7.5% of the UG1 Grade 1, Year 3 rate.

10.2 An employee who holds a doctorate which is of direct relevance to his or her current positions of functional work area shall be paid an allowance of 10% of the UG1 Grade 1, Year 3 rate.

11. Hours of Work

11.1 The parties agree that existing full-time employees shall retain accrued days off (ADOs).

11.2 Staff currently employed by the Network who receive ADOs and who then transfer to a new position within the Network will continue to receive an ADO unless otherwise agreed.

11.3 Future employees will be appraised of the relevant departments work arrangements and award provisions regarding hours of work which entitle them to an ADO.

11.4 The Network agrees that it will not refuse new employees the option of an ADO under the clause above.

12. Long Service Leave

Where an employee is entitled to a period of long service leave, the employer should whenever it is practically possible, at the request of the employee, allow the employee to take the whole or any part of the long service leave at double the quantum of leave at half pay or half the quantum of leave at double pay (as the case may be) provided that such arrangements will not result in an additional cost to the employer.

13. Classification Structure

The Network agrees to abide by the classification structure provided-in the Award. Where an employer wishes to initiate any changes in the classification structure then this will be carried out in accordance with the consultation outlined in the Organisational Change ion process Agreement, and/or the normal requirements of consultation and negotiation with the HSUA,

provided that the current classification structure will continue to be implemented unless agreement is reached to the contrary.

14. Replacement of Positions

14.1 The Network agrees, where practical, to temporarily fill positions -where an incumbent employee is absent on prolonged leave, such as extended annual leave, long service leave, and WorkCover.

14.2 Every endeavour will be made to appoint to a position that falls vacant on the basis of prolonged leave, within eight weeks of the vacation of the position.

15. Occupational Superannuation

15.1 The Network shall be a participating employer of the Health Employees Superannuation Trust of Australia (HESTA) and the Hospitals Superannuation Fund (HOSfund) and shall participate in accordance with the fund trust deeds.

15.2 The Network shall comply with all superannuation laws including the Superannuation Guarantee Charge Act 1992 (SGC Act) and shall contribute to the employee's preferred fund for employees who earn more than \$450.00 per week at the following rate:

Year	% of "notional earning base" (as defined in SGC Act)
1997/98	6%
1998/99	7%

15.3 The Network shall provide each employee upon commencement of employment membership forms of the Funds and shall forward the complete membership forms for the employee's choice of fund to the fund within 28 days. In the event that the employee has not completed an application form within 28 days, the Network shall forward contributions and employee details to HOSfund.

15.4 Existing employees shall be provided with information for both funds and allowed a period of 28 days to make a choice. In the event that a choice is not made within 28 days, the employee's pre-existing choice shall continue.

15.5 An employee may make additional contributions to the Fund from their salary and upon receiving written authorisation from the employee the Network must commence making contributions to the Fund in accordance with the SGC Act.

15.6 The parties note that the Network has other obligations regarding superannuation and this clause does not purport to exhaustively describe those obligations. Rather, this clause repeats

some pre-existing obligations and adds some new requirements. The Network shall comply with the requirements set out in this agreement to the extent that they are consistent:

- * with law; and/or
- * with directions or requests from the trustees and/or employees; and/or
- * with the principles underlying the Commonwealth law regulating superannuation.

In the event of any conflict, however minor, between law and/or the directions or requests on the principles of Commonwealth law regulating superannuation (past, present future), and the requirements contained in this clause, the parties are not bound by these requirements.

16. Maintenance of Terms and Conditions

16.1 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 AIRC to be non allowable matters to form part of this agreement until the agreement reaches its nominal expiry date.

16.2 The parties further agree to discuss and review the non-allowable matters at least three months prior to the nominal expiry date of the agreement. However, it is agreed that during the life of the agreement the parties will work together to consolidate the existing award and other agreements into a single instrument.

16.3 No employee shall have terms and conditions reduced as a result of the application of s89A between 1 July 1998 and the time the AIRC determines the matters which are non allowable in the underlying Award.

17. Dispute Settlement

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 recognise 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's 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 until exists the matter shall be referred to the Australian Industrial Relations Commission for resolution by conciliation and, if necessary, arbitration.

(vii) Until the grievance is determined, work shall continue normally in accordance with 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 matter are exempted from point (vii).

For the purposes of this clause the word "individual" includes parties to this agreement.

18. Renewal of Agreement

Three months prior to the expiration of this Agreement, the parties will commence discussions with a view to negotiating a further agreement.