

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. 37122 of 1998)

**NORTH WESTERN HEALTH CARE NETWORK AND HSUA  
(MEDICAL SCIENTISTS, PHARMACISTS, AND PSYCHOLOGISTS)  
CERTIFIED AGREEMENT 1998**

Health professionals

Health and welfare services

SENIOR DEPUTY PRESIDENT MACBEAN

MELBOURNE, 15 SEPTEMBER 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 the Health Services Union of Australia in this matter.

This agreement was certified on 15 September 1998 and comes into force, as per clause 6 of the agreement, from 1 July 1998 and shall remain in force until 30 June 2000.

BY THE COMMISSION

SENIOR DEPUTY PRESIDENT

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**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**WORKPLACE RELATIONS ACT 1996**

**CERTIFIED AGREEMENT**

**1. Arrangement**

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## **2. Title**

This agreement shall be known as the North Western Health Care Network and HSUA (Medical Scientists, Pharmacists, and Psychologists) Certified Agreement 1998 (the "Agreement").

## **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 1993, Medical Scientist, Pharmacists, and Psychologists sections, and who are employed by the Network.

## **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), - Medical Scientist, Pharmacists, and Psychologists sections, 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 Western Health Care Network and HSUA Certified Agreement 1995 (the "1995 Wages Agreement"), the Williamstown Hospital (Health Professionals) Enterprise Agreement 1995, the HSUA Number 4 Branch (Audiologists, Dietitians and Psychologists) Enterprise Agreement 1995, the Western Health Care Network Organisational Change Agreement 1996 and the Western Health Care Network medical Scientists, Pharmacists and Psychologists Enterprise Agreement 1996.

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.

## **6. Period of Operation**

This Agreement shall commence on and from 1 July 1997. The nominal expiry date of this agreement shall be 30 June 2000.

This agreement is certified under Division 2 of Part VIB of the Workplace Relations Act 1996.

## **7. No Extra Claims**

The HSUA undertakes that during the period of operation of this agreement there shall be no further claims in relation to any matters pertaining to terms and conditions of employment of persons eligible to members of the Victoria Branch of the union. This does not preclude work load matters being raised by the HSUA. Notwithstanding this, the HSUA may apply to have this agreement varied consistent with any increase in wages available under any relevant principles of the Australian Industrial Relations Commission that permit increases in wages in certified agreements during the life of this agreement.

## 8. Wage Increase

8.1 The increase outlined in this clause will be applied in addition to the wage rates that currently apply pursuant to the 1995 Wages Agreement.

8.2 The wages currently payable pursuant to the 1995 Wages Agreement shall be increased by 3% on and from 1 July 1997, and by a further 3% on and from 1 July 1998 and by a further 3% on and from 1 July 1999.

## 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. Occupational Superannuation

10.1 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.

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

Year	% of "notional earning base" (as defined in SGC Act)
1997/98	6%
1998/99	7%
1999/2000	7%
2000/2001	8%

10.3 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.

10.4 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.

10.5 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.

10.6 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.

The parties agree to finalise or modify the wording of this clause giving effect to this provision in light of the final form of Federal legislation on the issue of superannuation choice.

## 11. Classification Structure

11.1 The parties agree that a graduate with a 4 year degree: Medical Laboratory Science (RMIT will be classified as a Grade 1, Year 2 on appointment.

11.2 The parties agree that dietitian, pharmacist, and psychologist Grade 3 Year 4 rates be aligned with Medical Scientist Grade 3 Year 4.

11.3 Dietitian Grade 4 rates to have a further increment aligned with medical scientist Grade 4 Year 5 and thereafter.

11.4 Psychologist Grade 4 to have two further increments inserted with the fifth increment aligned with medical scientist Grade 4 Year 5 and thereafter and the then fourth increment to be set halfway between the third and fifth year increments.

## **12. ADO's**

All current full-time employees covered by the Agreement who are in receipt of an ADO (per month shall continue to do so. This would include instances where an employee transfers from one position to another with the same employer.

All former WHCN and NEHCN full-time employees covered by the Agreement who were in receipt of an ADO (per month) and whose employment was transferred to NWHCN shall continue to do so.

## **13. 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.

## **14. Maintenance of Terms and Conditions**

14.1 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 Australian Industrial Relations Commission to be non-allowable matters to form part of this agreement till the agreement reaches its nominal expiry date.

14.2 No employee shall have terms and conditions reduced as a result of the publication of section 89A between 1 July 1998 and the time the Australian Industrial Relations Commission determines the matters in e underlying award which are non allowable.

## **15. Replacement of Positions**

15.1 The Network agrees, where practical, a clinical need can be demonstrated to temporarily fill positions where an incumbent employee is absent on prolonged leave, such as extended annual leave, long service leave, and WorkCover.

15.2 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.

## **16. Shift Penalties**

The parties agree to make the following night shift penalty payments during the life of this Agreement.

	1/7/97	1/7/98	1/7/99
Night Shift	\$29.35	\$30.25	\$31.15
Permanent Night Shift	\$34.00	\$35.00	\$36.05

## **17. Meal Break Agreement**

The North Western Health - Health Services Union of Australia, Medical Scientists Meal Break Agreement (Western and Sunshine Hospitals), entered into by the parties, is included in this agreement and appears as Appendix 1.

## **18. 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 of 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 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.

## **19. Renewal of Agreement**

19.1 The parties agree to commence negotiations for a new agreement no later than 1 May 2000.

19.2 The parties agree that the next agreement between the parties will commence on 1 July 2000.

Executed as an agreement

For and on behalf of the Health Services Union of Australia

Dated:

For and on behalf of North Western Health Care Network

Dated:

**HEADS OF AGREEMENT**

North Western Health

And

Health Services Union Of Australia

AGREEMENT

1. Title

This agreement shall be known as the North Western Health - Health Services Union Of Australia, Medical Scientists Meal Break Agreement (Western And Sunshine Hospitals).

2. Date of Operation

This agreement shall operate from the date of signing to 1 July 2000

3. Incidence And Parties Bound

This agreement shall be binding upon:

i. North Western Health

ii. Health Services Union Of Australia

The signatories to this agreement undertake to seek certification of the agreement in the following terms as soon as possible.

4. Paid Meal Breaks - Western and Sunshine Hospitals

Monday to Friday - Footscray

\* Early, evening and night shift rosters for staff at Footscray to be as follows:

8hr shifts	7h 36 min Shifts
0700 - 1530	0700 - 1506
14.30-2300	1454-2300
2245-0715	2245-0715

\* Meal breaks (0.5h) are unpaid on these shifts and on 'routine' day shifts except for night shifts where crib meal 0.5h and appropriate overtime to be paid.

\* Routine day shift rostering in haematology currently includes one 0930-1800 shift to cover evening shift meat break between 1730 and 1800.

\* One routine day shift will be implemented in chemical Pathology to include a 1000-1830 rostered shift.

Monday to Friday - Sunshine

\* Day shift to retain same hours (0900 - 1730) but to include crib meal and appropriate overtime (ie 8 1/2 hour shifts). MSAV proposal to reduce current shift by 30 min will lead to unacceptable reduction in service to users.

Saturday and Sunday - Footscray

\* Early, evening and night shifts times exactly as per Mon - Fri shifts (see above).

\* In Chemical Pathology the Saturday and Sunday early, evening and night shifts to be paid crib meal and appropriate overtime (ie retain current service).

- \* Currently in Haematology there are additional rosters as follows:
- \* Sat 0830-1430 (overtime shifts; includes unpaid 0.5h meal break)
- \* Sun 0900-1730

The Saturday and Sunday evening shifts to be paid crib meal and appropriate overtime pro tern.

This Agreement is made between the following parties:

R. Rawling  
Network Chief Human Resources, North West Health

Date:

S. Eichenbaum  
Secretary, Health Services Union of Australia, #4 Branch

Date: