

HEADS OF AGREEMENT

This Heads of Agreement (**the Agreement**) is made on 14th June 2006 between the Association of Professional Engineers, Scientists and Managers Australia (**APESMA**) and the Victorian Hospitals Industrial Association (**the VHIA**) on behalf of its members listed in Attachment A, and the Department of Human Services (**DHS**).

This Heads of Agreement is reached on the basis that the representative parties will support approval of its terms by their members and employees and by Government.

This Heads of Agreement (HOA) is entered into on the basis that:

- (a) the terms contained in the HOA that can be contained in a certified agreement under the Workplace Relations Act (WRA) or subsequent legislation will be entered into by the VHIA on behalf of the public health agencies it represents and the APESMA on behalf of persons eligible to members of the APESMA; and

INDEX

1. Length of Agreement
2. Negotiation for replacement agreement
3. Relationship to Award and Previous Agreements
4. No Further Claims
5. Increased Parental Leave
6. Parental leave, carers and bereavement leave
7. Pre-natal leave
8. Incorporation of Test Case Provisions
9. Dispute Resolution
10. Public Holidays and Part time employees
11. Annual Leave
12. Sick Leave
13. Accrued Days Off
14. Union Rights
15. Protocols for paid Union meetings
16. Staff Appraisal
17. Consultation in the event of Organisational Change
18. Salaries – Wages and allowances

Appendices

Attachment A

1. Length of Agreement

This Agreement shall operate from June, 2006 and expire on December, 2009. The Agreement will continue in force after the expiry date until replaced by a further Agreement.

2. Negotiations for Replacement Agreement

The parties shall, six months prior to the nominated expiry date of the Proposed Agreement, commence negotiations to replace this agreement with a new certified collective agreement or other form of collective agreement, provided that any claim made by a party during this period is not supported by industrial action.

3. Relationship to Award and Previous Agreements

The parties agree that the terms and conditions of the Biomedical Engineers (Victorian Public Sector) Award 2002 (the Award) shall be maintained and expressly incorporated into the proposed Agreement except where expressly varied by the Agreement or by previous Certified Agreements.

4. No Further Claims

This Heads of Agreement is reached in full and final settlement of all matters subject to claims by either party and for the life of the Proposed Agreement and no further claims will be made or supported by the parties.

Subject to the employer meeting obligations to consult arising under the Award, this Agreement or a contract of employment binding on it, it is not the intent of

this provision to inhibit, limit or restrict an employer's right or ability to introduce change at the workplace.

5. Increased Parental Leave

Effective from 1 July 2006 eligible employees shall be entitled to 8 weeks paid maternity or adoption leave.

Partners employed by the same health service shall be afforded the opportunity to access contemporaneous paid and unpaid parental leave.

6. Parental leave, carers and bereavement Leave

In relation to parental leave, carers leave and bereavement leave the definition of "persons entitled to leave" will be varied in each clause to include same sex partners.

7. Pre-natal Leave

Where an employee is required to attend prenatal appointments or where parenting classes are only available or can only be attended during the ordinary rostered shift of the employee, then the employee shall access their carer's leave credit for such purpose on production of satisfactory evidence to this effect.

8. Incorporation of Test Case Provisions

The parties agree that the final terms of the Reasonable Hours Test Case provisions and the Family Provisions Test Case shall be inserted in the proposed Agreement.

9. Dispute Resolution

The resolution of disputes or grievances shall be in accordance with the processes set out in clauses 9.1 to 9.7 inclusive.

9.1 Resolution of Disputes and Grievances

9.1.1 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement must be dealt with in accordance with this clause.

9.1.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.

9.1.3 A party may choose to be represented at any stage by a representative, including a union representative or employer's organisation.

9.2 Obligations of Parties and Employees

9.2.1 The parties to the dispute or grievance must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

9.2.2 Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided this does not apply to an employee who has a reasonable concern about an imminent risk to his or her safety, has advised the employer of this concern and has not unreasonably failed to comply with a direction by the employer to perform other available work that is safe and appropriate for the employee to perform.

9.2.3 No party or Employee will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

9.3 Internal Process

9.3.1 If the dispute or grievance falls within the scope of the agency's internal dispute or grievance resolution process the matter must first be dealt with in accordance with that process.

9.3.2 If the dispute or grievance is not settled through the internal dispute or grievance resolution process, the matter will be dealt with in accordance with the processes set out below, provided that sub clauses 9.4.1 and 9.4.2 will not apply to the extent that their requirements have been satisfied as part of the internal review process.

9.4 Discussion of Grievance or Dispute

9.4.1 The dispute or grievance must first be discussed by the aggrieved Employee(s) with the Employee(s) immediate supervisor.

9.4.2 If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

9.4.3 If the matter is not settled, a Party to the agreement may apply to the Australian Industrial Relations Commission (AIRC) to have the grievance or dispute dealt with by conciliation.

9.5 Conciliation

9.5.1 Where a dispute or grievance is referred for conciliation, a member of the AIRC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.

9.5.2 This may include arranging:

- (a) conferences of the parties or their representatives presided over by the member; and
- (b) for the parties or their representatives to confer among themselves at conferences at which the member is not present.

9.5.3 Conciliation before the AIRC shall be regarded as completed when:

- (a) the parties have reached agreement on the settlement of the grievance or dispute; or
- (b) the member of the AIRC conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the parties on terms for the settlement of the grievance or dispute; or

- (c) the parties have informed the Commission member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

9.6 Arbitration

- 9.6.1 If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the AIRC proceed to determine the dispute of grievance by arbitration.
- 9.6.2 Where a member of the AIRC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- 9.6.3 Subject to sub clause 9.6.4 below, the determination of the AIRC is binding upon the parties and Employees.
- 9.6.4 An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination of a single member of the AIRC made pursuant to this clause.

9.7 General Powers and Procedures of the AIRC

- 9.7.1 Subject to any agreement between the Parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through Conciliation or Arbitration, the AIRC may:
 - a) determine matters of procedure as if clause 110 of the Workplace Relations Act 1996 applied to the proceedings; and
 - b) exercise the powers set out in clause 111 of the Workplace Relations Act 1996, to the extent relevant, as if clause 111 applied to the proceedings.

10. Public holidays and part time employees

In determining whether a part-time employee who works a rotating roster is entitled to receive Award benefits for a particular public holiday not worked, the employer shall determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more on the days which a particular public

holiday falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday.

11. Annual Leave

Where, as at 1 July, 2006, an employee has accrued annual leave in excess of eight (8) weeks then by mutual written agreement the employer may pay the annual leave (and annual leave loading as applicable) in excess of eight weeks to the employee as a one-off cash payment. Superannuation contributions will be paid by the employer in respect of the period of annual leave to be paid out.

12. Sick Leave

Employees will advise the employer of their intention to take sick leave prior to the commencement of their rostered shift, unless it is impractical to do so.

13. Accrued Days Off

An accrued day off may be deferred for a maximum one month and only in exceptional circumstances and only with agreement between the employer and employee.

14. Union rights

14.1 Occupational Health and Safety Representatives

- (a) In addition to other leave entitlements, APESMA Job Representatives and Occupational Health and Safety Representatives are to have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or other relevant matters such as attending Local Committee Meetings, assisting with grievance procedures, attending hospital committees, etc subject to operational considerations. Such release shall not be unreasonably withheld by the employer.

- (b) Where management requires APESMA representatives to attend management meetings outside of paid time they will be paid to attend.

14.2 Training Leave

- (a) An employee who has been nominated by the APESMA to attend training courses or seminars may be granted Training Leave on full pay for up to five days in any one calendar year subject to the employer being satisfied that the course of training is likely to contribute to a better understanding of industrial relations, or in the case of a duly elected Occupational Health and Safety Representative nominated to attend an occupational health and safety course, is likely to assist the employee discharge their functions as a health and safety representative and provided that the granting of leave will not unduly affect the operations of the employer.
- (c) Leave on full pay in excess of five days and up to 10 days may be granted in any one calendar year subject to the total union training leave in that year and the subsequent year not exceeding 10 days.
- (d) This leave shall be deemed to be service and shall not adversely affect employment for any purpose.
- (e) The employer shall not alter the position of the employee to the detriment of the employee by reason only that the employee is attending an employee organisation education or training course.
- (e) Such leave shall be granted under the following conditions:
- (i) That all applications for such leave shall be accompanied by a statement from the organisation indicating that the organisation has nominated the person concerned for the course, or supports the application and written evidence that the course has been approved / endorsed by the ACTU Education and Campaign Centre;

- (ii) That leave of absence granted under this provision shall be with full pay. Full pay is the Agreement rate of pay for normal rostered hours plus experience payments and allowances which are ordinarily paid, but excluding, overtime;
- (iii) That expenses associated with attendance at the training course or seminar such as fares, accommodation and meal costs are not the responsibility of the employer;
- (iv) Leave of absence granted under this provision *shall* include any necessary travelling time in normal hours immediately before or after the course.

Access to Employees and Facilities

- (a) The APESMA is to be given access to employees.
- (b) All APESMA Union officials, delegates and Occupational Health and Safety Representatives should be provided with access to facilities such as telephones, computers, e-mail, notice board and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

Employee Facilities

Each employer is to provide private and comfortable areas at each campus for employees who are breastfeeding to enable them to express or feed children while at work.

14.4 Right of Entry

- (a) A duly accredited representative of the union shall upon the production of her/his authority, have the right to enter any place or premises where employees are employed at any time during normal working hours or when shiftwork or overtime work is being performed for the purpose of interviewing

members, checking on wages, ensuring compliance with the terms of this Agreement and assisting in the resolution of disputes between employers and employees so long as such entry does not unduly interfere with the work being performed by any employee during working time.

- (b) Unless otherwise agreed, an accredited representative of the union shall provide a minimum of 24 hours notice of her/his intention to enter the premises of the employer prior to doing so.

15. Protocols For Paid Union Meetings

The following requirements shall be met by the Union for approval of paid meetings with its members.

- Reasonable period of notice shall be given to the employer
- Reason(s) for meeting to be provided to employer with the notice
- Location for meeting to be agreed
- Acceptable level of staffing are to be maintained
- Where possible meetings will occur at times least disruptive to service delivery
- Duration of meetings not to exceed half hour except where agreed
- Return to work without industrial action or threat of industrial action.

16. Staff Appraisal

Where a system of staff appraisal does not currently exist at a workplace, the employer may implement and the employees will participate in a performance appraisal process provided:

- (a) The employer first consults at the local level with staff and/or their union representatives over a framework for staff appraisal process it is seeking to introduce;
- (b) The staff appraisal process is not used as a disciplinary tool;
- (c) The staff appraisal process is intended to allow genuine feedback by both employer and employee;

- (d) The outcomes of the review are documented and confirmed and a written copy of the outcomes is given to the employees.

17. Consultation in the event of Organisational Change

- (a) Where an employer has made a definite decision to implement major changes in its program, organisation, structure or technology that are likely to have a significant impact on employees, the employer shall, as early as practicable, consult with employees, the local representatives of the union and the relevant branch of the APESMA, before the introduction of any proposed changes.
- (b) The employer shall discuss with the affected employees, their union representatives at the workplace and the Union, amongst other things:
 - (i) the introduction of changes that are likely to have significant effect on employees;
 - (ii) the effects such changes are likely to have on employees;
 - (iii) the reasons for any proposed redundancies and measures to avert or mitigate adverse effects of such changes on employees.
- (c) For the purposes of such discussion, the employer shall provide in writing to the affected employees and their union representatives:
 - (i) all relevant information about the changes, including the nature of the changes proposed;
 - (ii) reasons for any proposed redundancies and the number of employees and categories likely to be affected; and
 - (iii) the expected effects of the changes on employees and other matters that may impact on them, provided that the employer is not required to disclose confidential information, the disclosure of which would be contrary to the employers interests.

18. Salaries – Wages and Allowances

(a) The weekly wages and allowances as provided in the most recent Certified Agreement shall be increased by the amount shown from the respective dates as follows:

- FPPOA 14 / 06/06 3%
- FFPPOA 01/01/07 3%
- FFPPOA 01/01/08 3%
- FFPPOA 01/01/09 3%

(b) an additional increment of \$15 per week shall be included in the Agreement for a Biomedical Engineer class 1 with 6 years experience after qualification. Access to that increment shall be as per the provisions of clause 14.7 of the Award.

(c) an additional increment of \$20 per week shall be included for a Biomedical Engineer class 2 with 4 years experience as a class 2 BME. Access to that increment shall be as per the provisions of clause 14.7 of the Award.

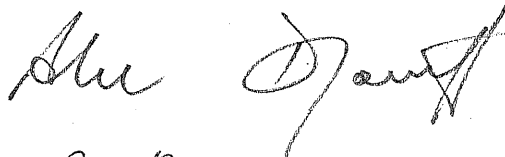
19 Savings Arrangement

Nothing in this HOA will diminish any entitlement (whether accrued or otherwise) of employees, other than where expressly varied by this Heads of Agreement.

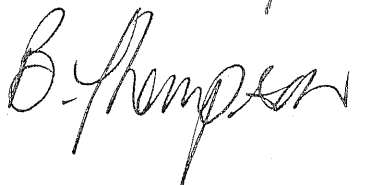
Signed for and on behalf of APESMA



Signed for and on behalf of VHIA



Signed for and on behalf of DHS



ATTACHMENT A

Austin Health Service
Barwon Health
Bayside Health
Eastern Health
Goulburn Valley Health
Melbourne Health
Mercy Public Hospitals Inc (Werribee)
Peter MacCallum Cancer Institute
South West Healthcare
Southern Health
St Vincent's Health
Royal Children's Hospital
Royal Women's Hospital
Western Health