

Heads of Agreement

**Victorian Public Health Sector Maintenance Unions
Agreement 2009-2012**

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2. Parties

Employers Listed in Schedule 1

Australian Manufacturing Workers Union ("AMWU") of Level 1, 251 Queensberry Street, Carlton South, VICTORIA 3035

Electrical Trades Union ("ETU") of Level 1, 200 Arden Street, North Melbourne VICTORIA 3051

Construction Forestry Mining and Energy Union ("CFMEU") of 500 Swanston Street, Carlton South VICTORIA 3053.

Communications Electrical Plumbing Union ("CEPU") of 52 Victoria Street, Carlton South, VICTORIA 3053

3. Terms of Settlement

3.1 Preamble

3.1.1 This Heads of Agreement (HOA) is an in principle agreement reached between the unions as listed and the VHIA in settlement of the logs of claims served by each of the unions, in respect to employees for whom they have coverage, with each of the respondent employers.

3.1.2 The provisions of the HOA are required to comply with the Government's wages policy and will have no effect until approved by government through its normal processes.

3.1.3 The terms of this document, if agreed, are to remain confidential to the immediate negotiating parties until formal Government considerations have been concluded and the contents of the document have been endorsed by all the parties.

3.1.4 This Heads of Agreement (HOA) is entered into on the basis that the terms contained in the HOA, that can be contained in a multi employer agreement under the Workplace Relations Act (WRA), will be entered into by the employer parties set out at Schedule A (Employer Parties) and the Unions, as listed in clause 2, on behalf of persons eligible to members of the Unions. A Multiple Employer Agreement will be entered in to by these Employer Parties and the unions. (Agreement).

3.2 Relationship to Current Industrial Instruments

3.2.1 The Parties agree to cooperate during the life of the Agreement to establish a comprehensive Agreement which consolidates and incorporates the operative provisions of the:

- Plumbing Industry (Victorian Government Departments, Instrumentalities and Public Hospitals) Award 2000 [Transitional];
- Metal Industry (Victorian Public Hospitals) Award 2002 [Transitional];
- National Joinery and Building Trades Products Award 2002 [Transitional];
- Engine Drivers & Firemen – General Award 1998; and

- The provisions of any certified agreement in force as at the date of signing of this HOA and binding the AMWU, ETU, CFMEU, CEPU and the individual Employers listed in Attachment 1.

3.2.2 In the event of any inconsistency between the current industrial instruments as listed in 3.2.1 and this Heads of Agreement, this Heads of Agreement shall prevail to the extent of the inconsistency.

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

3.3 Wages and Allowances

3.3.1 The wages and wage based allowances payable and to apply from the first pay period on or after the date of agreement being reached are set out in Attachment 2.

3.3.2 The wage rates set out in Attachment 2 include the following adjustments to existing rates of pay:

- An initial uplift of 1.5% prior to the application of a 3.25% increase effective from the commencement of the Agreement
- Two further annual increases of 3.25% from the date of the commencement of the Agreement
- Introduction of an additional increment for staff with 4 completed years of service in the Victorian Public Health Sector. Access to the increments will commence from the date of commencement of the agreement.

3.3.2 The parties agree a lump sum of \$1250 gross for each full time employee and a pro rata amount for each part time employee, shall be paid to each employee whose employment is subject to the Agreement.

3.4 Leave Arrangements

3.4.1 Parental Leave:

Paid maternity leave and paid adoption leave for the primary care giver to increase from 8 to 9 weeks from the commencement of the agreement and from 9 to 10 weeks from 12 months after the commencement of the agreement.. A draft clause to replace any existing clause is attached at Attachment 4.

3.4.2 Leave to Engage in Emergency Relief Activities

Local Health Services may, by agreement between the parties, develop a policy that facilitates the release of an employee from duty without loss of pay where such employee is a member of a recognised voluntary emergency relief organisation and where there is a local emergency situation, provided that such leave can be facilitated without unreasonably affecting the operations of the health service.

3.4.3 Forty-eight/Fifty-two week rule

3.4.3.1 To facilitate a greater work life balance for an employee and notwithstanding any other provision of this Agreement, an Employee may, with the agreement of the Employer, work between 48 and 51 weeks per year.

3.4.3.2 Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

3.4.3.3 Where the Employer and the Employee agree to a reduction in the number of workings weeks under clause 2.4.3.1 the Employee will receive additional annual leave as follows:

48/52 weeks	Additional 4 weeks' leave	(8 weeks in total)
49/52 weeks	Additional 3 weeks' leave	(7 weeks in total)
50/52 weeks	Additional 2 weeks' leave	(6 weeks in total)
51/52 weeks	Additional 1 weeks' leave	(5 weeks in total)

3.4.3.4 The Employee will receive a salary equal to the period worked (for example: 46 weeks, 49 weeks) which will be spread over a 52 week period.

3.4.3.5 Accrual of sick leave and long service leave by the Employee shall remain unchanged.

3.4.3.6 The Employer will endeavour to accommodate Employee requests for arrangements under this clause, and where such requests are granted will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

3.4.3.7 An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

3.4.4 Personal Leave

3.4.4.1 An employee is entitled to the following amount of personal leave:

- (a) 8 hours per month for each month of service in the first year of service; and
- (b) 112 hours in each year in the second, third and fourth years of service; and
- (c) 168 hours in the fifth and following years of service.

3.4.5 Long Service Leave

3.4.5.1 On completion of 15 years' continuous service with the Health Service an employee shall be entitled to 6 months' long service leave and thereafter an additional 2 months long service leave on completion of each additional 5 years' service.

3.4.5.2 On completion of 10 years' service with the Health Service an employee shall be entitled to 17.3 weeks long service leave for that period of service.

3.5 Settlement of Disputes:

The revised Disputes Settlement clause as set out in Attachment 5 will replace any existing dispute or grievance settling provision.

3.6 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 Agreement and no further claims will be made or supported by the parties.

3.7 Length of Agreement

The Agreement will operate for a period of 3 years and six months from 4 May 2009 and will expire on 3 November 2012.

4. Productivity Cost Offsets

4.1 Increased utilisation of Trade Assistants

Approximately 5% of Victorian Maintenance workers EFT are Trade Assistants. It is proposed that there be an increased utilisation of Trade Assistants to undertake sub-trade work. This would allow Tradespersons to be better utilised in undertaking trade work. This initiative will be developed with regard for the composition of trade occupations at individual sites. Tradespersons will work to the full scope of their classifications. Trade Assistants will not be used to perform licensed or registered work which requires a trade qualification to complete.

4.2 Reduction in the use of overtime

4.2.1 Each employer will, in consultation with the maintenance workforce undertake a review of the use of overtime in the workplace with the aim of achieving a targeted reduction in the use of non-essential overtime over the life of this Agreement. This reduction may be achieved through measures such as the improved use of BEIMS facilities management system or other similar systems, a reduction in overtime work scheduled and conducted out of ordinary hours along with additional reasonable measures

4.3 Recall – Remote Technology Allowance

4.3.1 The Parties agree to review existing on-call/re-call arrangements. The Parties agree to consider the appropriateness of a cost-neutral replacement of all or some of the current on-call/re-call allowances with a Remote Technology Allowance.

4.3.2 If considered appropriate, a Remote Technology Allowance may be developed between the parties to address the situation where an Employee's recall to duty that

can be managed using remote technology, primarily telephone or personal computer, without that Employee having to return to their Workplace.

4.3.3 Should new technology appropriate to clause 4.3.2 emerge over the life of this Agreement then this may be implemented subject to the ongoing consultation arrangements of the agreement.

4.3.4 Where an Employer requires an Employee to install a telephone for the purposes of being on call the Employer shall refund reasonable installation costs. The Parties will agree on a reasonable installation cost prior to the installation being made.

4.3.5 Installation costs for any other technological change or equipment will be by agreement between the parties prior to installation..

4.4 Positive Attendance Programs

4.4.1 The Parties are committed to supporting and assisting Employees who may suffer from low morale, workplace stress or personal problems through the establishment of positive attendance programs in the workplace.

4.4.2 Local Health Services will undertake negotiations with their Employees to develop Positive Attendance Programs to address these problems should they exist in the workforce.

4.4.3 Positive Attendance Programs are to have practical application and include measures to ensure that where an Employee returns to work after a period of personal leave the Employee is offered support and reassurance as appropriate. The Parties may also consider ways to better maintain regular contact and support to Employees during periods of extended absence (defined as an absence greater than 1 week) and upon return to the workplace.

4.4.4 Positive Attendance Programs may be developed on a financial or non-financial basis at the Employer's complete discretion.

4.5 Consolidation of Allowances

4.5.1 Employers may negotiate a consolidation of all or a number of allowances listed Attachment 3 with Employees such that these allowances will be paid as a single payment to Employees.

4.5.2 Employers will not consolidate any allowances without prior consultation with Employees.

4.5.3 The employer shall ensure a written record of any agreement made in relation to clause 4.5 is retained on the employee's personnel file.

4.6 Revised span of 'ordinary hours of work'

4.6.1 The Employer may by agreement negotiate a revised spread of hours to apply in the workplace that will constitute 'ordinary hours of work' provided that such span

is no more than 12 hours with an agreed starting time normally between 6.00 am and 9.30 am.

4.6.2 These negotiations will be conducted between the Employer and individual trade groups on site. Where there is only one Employee in a trade group at a particular Health Service, negotiations may take place between the Employee and his or her representative and the Employer.

4.6.3 Any dispute in relation to this matter will be dealt with in accordance with the Settlement of Disputes Clause.

4.8 Capital works initiative

4.8.1 Local Health services may with local consultation introduce a system that gives employees the opportunity to nominate their availability to undertake capital works additional to their ordinary hours.

4.8.2 Employers and Employees shall mutually agree at a local level the appropriate notice period an Employee will be required to provide about their availability; the skill and competence required for the job and measures to ensure the capital works initiative is equitable for all Employees. Typically, the capital work initiative may involve:

- In local consultation develop a project list of minor works/in-house capital works detailing the basic terms of what, where and when the project is to be undertaken;
- The distribution of this project list to all or applicable trades within a timeframe to be determined between the Parties;
- Employees interested in undertaking capital works additional to their ordinary hours will then be given the opportunity to indicate their availability within a timeframe to be determined;
- The Employer supervisor will then coordinate the information provided by Employees and where available work coincides with an Employee's availability and required skill set that Employee will be offered the opportunity to undertake work additional to their ordinary hours;
- Should available work not coincide with either the Employee's availability or required skill set or where there are no expressions of interest from Employees then the required work may be subcontracted out; and
- Where more than one Employee indicates their availability and has the required skill set for advertised additional work then an equitable roster system shall apply having previously been determined by the Employer in consultation with Employees.

4.8.3 The Parties agree that this initiative has been developed as a way to reduce the use of external contractors. This reduction will be incremental and as a result of practical change which will take time to effect.

4.8.4 Nothing in clause 4.8.1 shall prevent a local Health Service from deciding to engage external contractors for capital works or specific maintenance works particularly in circumstances where a specific or specialised skill is required.

5. Organisational Change

5.1 Existing Organisational Change Agreements

Any Employer with an existing organisational change agreement (however titled) with the union/s that is reduced to writing will continue to apply the terms of that Agreement as though they were terms of this Agreement. These agreements will be incorporated into the multiple employer agreement as per the provisions of clause 3.2.1 of this Heads of Agreement.

5.2 Employers without existing Organisational Change Agreements.

An Employer without such an agreement will, as a minimum, apply the following:

5.2.1 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 Unions, before the introduction of any proposed changes.

5.2.2 The employer shall discuss with the affected employees, their representatives at the workplace and the Union, amongst other things:

- the introduction of changes that are likely to have significant effect on employees;
- the effects such changes are likely to have on employees;
- the reasons for any proposed redundancies and measures to avert or mitigate adverse effects of such changes on employees.

5.2.3 For the purposes of such discussion, the employer shall provide in writing to the affected employees and their union representatives:

- all relevant information about the changes, including the nature of the changes proposed;
- reasons for any proposed redundancies and the number of employees and categories likely to be affected; and
- 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.

3. Signatories

Signed by Alec Djoneff, Chief Executive of the Victorian Hospitals Industrial Association for and on behalf of each of the Employers Listed in Schedule 1 in the presence of

Alec Djoneff
.....
.....

.....
.....
.....

Witness

PETER CLARKE

8/5/09

Name of Witness (print)

Signed by the Australian Manufacturing Workers Union in the presence of:

Gary Ruff
.....
.....
Secretary *Assistant State*

S.S.
.....
.....
Officer Witness

GARY RUFF
.....
.....
Name of Secretary (print)

SEENA SULLIVAN
.....
.....
Name and Title of Officer (print)

Signed by the Electrical Trades Union in the presence of:

Dean Mighell
.....
.....
Secretary
Dean Mighell
.....
State Secretary

Stephen McKay
.....
.....
STEPHEN MCKAY
.....
INDUSTRIAL SERVICES
Officer

.....
.....
Name of Secretary (print)

.....
.....
Name and Title of Officer (print)

Signed by the Construction Forestry Mining and Energy Union in the presence of:

WT 21-05-09
.....
Witness: *Rayette Jessee*
Secretary

.....
Name of Secretary (print)

Signed by the Communications)
Electrical Plumbing Union in the)
presence of:)

Eam Sefters 20 MAY 2009
.....
Secretary

EAM SEFTERS
.....
Name of Secretary (print)

TOMMY WATSON
ASSISTANT SECRETARY

.....
Officer

.....
Name and Title of Officer (print)

Justin Cooney
.....
Officer

JUSTIN COONEY, T.O.
.....
Name and Title of Officer (print)

Attachment 1 - List of Employers

Austin & Repatriation Medical Centre
Bairnsdale Regional Health Service
Ballarat Health Services
Barwon Health
Bass Coast Regional Health
Bayside Health
Benalla District Memorial Hospital
Bendigo Healthcare Group Inc
Calvalry Healthcare Bethlehem
Casterton Memorial Hospital
Central Gippsland Health Service
Coleraine District Health Service
Djerriwarrh Health Service
East Grampians Health Service
Eastern Health
Echuca Regional Health
Goulburn Valley Health
Heywood Rural Health
Koo Wee Rup Regional Health Service
Kyabram & District Health Services
Maryborough District Health Services
Melbourne Health
Mercy Hospital Inc
Mildura Base Hospital
Mt Alexander Hospital
Northern Health
North East Health – Wangaratta
Peninsula Health
Peter MacCallum Cancer Institute
Portland District Health
Royal Victorian Eye & Ear Hospital
Rural Northwest Health
Seymour District Memorial Hospital
South West Healthcare
Southern Health
Stawell Regional Health
St Vincent's Hospital
Swan Hill District Hospital
Terang & Mortlake Health Services
West Gippsland Health Care Group
West Wimmera Health Service
Western Health
Western District Health Service
Wimmera Health Care Group
Wodonga Regional Health Service

Attachment 2 – Wages and wage based allowances

METAL INDUSTRY (VICTORIAN PUBLIC HOSPITALS) AWARD 2002

CLASSIFICATION	CODE	BASE	SIPS	UPLIFT 1.5%	SIPS	NEW 3.25%	SIPS	NEW 3.25%	SIPS	NEW 3.25%	SIPS
MECHANICAL TRADESMAN YR 1	SJ7	641.9	85.6	651.5	86.9	672.7	89.7	694.6	92.6	717.1	95.6
MECHANICAL TRADESMAN YR 2	SJ8	654.4	93.3	664.2	94.7	685.8	97.8	708.1	101.0	731.1	104.2
MECHANICAL TRADESMAN YR 3	SJ9	654.4	99.7	664.2	101.2	685.8	104.5	708.1	107.9	731.1	111.4
<u>MECHANICAL TRADESMAN YR</u> <u>5 (SENIOR)</u>	SK2	604.4	99.7	684.20	104.20	706.40	107.60	729.40	111.20	753.10	114.80
MOTOR MECHANIC <u>MOTOR MECHANIC YR 5</u> <u>(SENIOR)</u>	SL1	269.6	36.1	631.90	104.20	652.40	107.60	673.70	111.20	695.60	114.80
APP MECH TRADES YR 1	SL2	353.1	46.8	273.6	36.6	282.5	37.8	291.7	39.1	301.2	40.3
APP MECH TRADES YR 2	SL3	481.4	64.1	358.4	47.5	370.0	49.0	382.1	50.6	394.5	52.3
APP MECH TRADES YR 3	SL4	564.9	75.1	488.6	65.1	504.5	67.2	521.0	69.4	537.8	71.6
APP MECH TRADES YR 4	SN1	641.9	99.7	573.4	76.2	592.0	78.7	611.2	81.3	631.1	83.9
ELECTRICAL TRADESMAN <u>ELECTRICAL TRADESMAN YR</u> <u>5 (SENIOR)</u>	SN2	682.0	99.7	651.5	101.2	672.7	104.5	694.6	107.9	717.1	111.4
ELECT TRADES COMPLEX <u>ELECT TRADES COMPLEX YR 5</u> <u>(SENIOR)</u>	SP4	269.6	36.1	671.10	104.20	692.90	107.60	715.60	111.20	738.70	114.80
APP ELECT TRADES YR 1	SP5	353.1	46.8	692.2	101.2	714.7	104.5	738.0	107.9	761.9	111.4
APP ELECT TRADES YR 2	SP6	481.4	64.1	713.00	104.20	736.30	107.60	760.20	111.20	784.80	114.80
APP ELECT TRADES YR 3	SP7	564.9	75.1	273.6	36.6	282.5	37.8	291.7	39.1	301.2	40.3
PRIME MAINT OPER GR 1 <u>(SENIOR)</u>	SR3	548.0	99.7	358.3	47.5	370.0	49.0	382.1	50.6	394.5	52.3
				488.6	65.1	504.5	67.2	520.9	69.4	537.8	71.6
				573.4	76.2	592.0	78.7	611.2	81.3	631.1	83.9
				556.2	101.2	574.3	104.5	593.0	107.9	612.2	111.4
				570.1	103.7	588.6	107.1	607.8	110.6	627.5	114.80

PRIME MAINT OPER GR 2	SR4	520.9	99.7	528.7	101.2	545.9	104.5	563.6	107.9	582.0	111.4
<u>PRIME MAINT OPER GR 2 YR 5</u>											
(SENIOR)											
TRADESMANS ASSISTANT	SR8	520.9	79.4	544.60 528.7	104.20 80.6	562.30 545.9	107.60 83.2	580.60 563.6	111.20 85.9	599.50 582.0	114.80 88.7

ALLOWANCES

	Current Rate 15/08/07	New Base rate (+1.5%)	New 3.25%	New 3.25%	New 3.25%	New 3.25%
Tool Allowance	13.65	13.9	14.35	14.80	15.30	15.30
Registration Allowance	Nil	Nil	Nil	Nil	Nil	Nil
Certificate Allowance (mech tradesman)						
1 or 2 certs	8.35	8.5	8.80	9.10	9.40	9.40
3 or subsequent certs	8.35	8.5	8.80	9.10	9.40	9.40
Leading Hand Allowance*						
3 - 10 employees	28.20	28.60	29.60	30.50	31.50	31.50
11 - 20 employees	42.30	42.90	44.30	45.80	47.30	47.30
> 20 employees	53.70	54.50	56.30	58.10	60.00	60.00
Disability Allowance*	Nil	Nil	Nil	Nil	Nil	Nil
Enterprise Flexibility Payment	57.75	58.60	60.50	62.45	64.50	64.50

PLUMBING INDUSTRY (VICTORIAN GOVERNMENT DEPARTMENTS, INSTRUMENTALITIES AND PUBLIC HOSPITALS) AWARD 2000

CLASSIFICATION	CODE	BASE	SIPS	UPLIFT	SIPS	NEW 3.25%	SIPS	NEW 3.25%	SIPS	NEW 3.25%	SIPS	NEW 3.25%	SIPS	NEW 3.25%	SIPS
PLUMBER 1ST YEAR	RI1	782.8	N/A	1.5% 794.5	N/A	820.4	N/A	847.0	N/A	874.6	N/A	917.10	N/A	917.10	N/A
PLUMBER 2ND YEAR	RI2	790.5	N/A	802.4	N/A	828.4	N/A	855.4	N/A	883.2	N/A	917.10	N/A	917.10	N/A
PLUMBER 3RD YEAR	RI3	796.8	N/A	808.8	N/A	835.0	N/A	862.2	N/A	890.2	N/A	917.10	N/A	917.10	N/A
<u>PLUMBER YR 5 (SENIOR)</u>															
PLUMBER LABOURER YEAR 1	RL1	629.2	N/A	638.6	N/A	659.4	N/A	680.8	N/A	703.0	N/A	711.8	N/A	711.8	N/A
PLUMBER LABOURER YEAR 2	RL2	637.1	N/A	646.7	N/A	667.7	N/A	689.4	N/A	711.8	N/A	711.8	N/A	711.8	N/A
PLUMBER LABOURER YEAR 3	RL3	643.6	N/A	653.3	N/A	674.5	N/A	696.4	N/A	719.0	N/A	719.0	N/A	719.0	N/A
<u>PLUMBER LABOURER YR 5</u> <u>(SENIOR)</u>															
APPREN PLUMBER YEAR 1	RL6	300.3	N/A	672.90	N/A	694.90	N/A	717.50	N/A	740.80	N/A	740.80	N/A	740.80	N/A
APPREN PLUMBER YEAR 2	RL7	429.4	N/A	304.8	N/A	314.7	N/A	324.9	N/A	335.5	N/A	335.5	N/A	335.5	N/A
APPREN PLUMBER YEAR 3	RL8	540.0	N/A	435.8	N/A	450.0	N/A	464.6	N/A	479.7	N/A	479.7	N/A	479.7	N/A
APPREN PLUMBER YEAR 4	RL9	687.5	N/A	548.1	N/A	565.9	N/A	584.3	N/A	603.3	N/A	603.3	N/A	603.3	N/A
DRAINER 1ST YEAR	RN1	709.5	N/A	697.8	N/A	720.5	N/A	743.9	N/A	768.1	N/A	768.1	N/A	768.1	N/A
DRAINER 2ND YEAR	RN2	717.1	N/A	720.1	N/A	743.5	N/A	767.7	N/A	792.7	N/A	792.7	N/A	792.7	N/A
DRAINER 3RD YEAR	RN3	723.6	N/A	727.9	N/A	751.5	N/A	775.9	N/A	801.2	N/A	801.2	N/A	801.2	N/A
<u>DRAINER YR 5 (SENIOR)</u>				734.5	N/A	758.3	N/A	783.0	N/A	808.4	N/A	808.4	N/A	808.4	N/A
				756.70	N/A	781.20	N/A	806.60	N/A	832.80	N/A	832.80	N/A	832.80	N/A

ALLOWANCES

	Current Rate 15/08/07	New Base rate (+1.5%)	New 3.25%	New 3.25%
Tool Allowance	included in base rate	included in base rate		
Registration Allowance	included in base rate	included in base rate		
Certificate Allowance	Nil	Nil	Nil	Nil
Leading Hand Allowance*	Nil	Nil	Nil	Nil

not more than one employee	15.10	15.30	15.80	16.30	16.80
2 - 5 employ	34.5	35.0	36.10	37.30	38.50
6 - 10 employ	43.35	44.00	45.45	46.90	48.40
> 10 employ	58.55	59.40	61.35	63.35	65.40
Disability Allowance*	Nil	Nil	Nil	Nil	Nil
Enterprise Flexibility Payment	57.75	58.60	60.50	62.45	64.50

NATIONAL JOINERY & BUILDING TRADES PRODUCTS AWARD 2002

CLASSIFICATION	CODE	BASE	SIPS	UPLIFT	SIPS	NEW 3.25%	SIPS	NEW 3.25%	SIPS	NEW 3.25%	SIPS	NEW 3.25%	SIPS
JOINER - SETTER OUT	RD22	721.0	N/A	731.8	N/A	755.6	N/A	780.2	N/A	805.5	N/A	829.70	N/A
<u>JOINER - SETTER OUT YR 5 (SENIOR)</u>													
CARPENTER SHOPFITTING	RD55	713.5	N/A	753.90	N/A	778.40	N/A	803.60	N/A	829.70	N/A	854.20	N/A
<u>CARPENTER SHOP YR 5 (SENIOR)</u>													
CARPENTER CONSTRUCTION	RD66	713.5	N/A	724.2	N/A	747.7	N/A	772.0	N/A	797.1	N/A	821.20	N/A
<u>CARPENTER CONSTRUCTION YR 5 (SENIOR)</u>													
CARPENTER AND JOINER	RD33	689.5	N/A	746.00	N/A	770.20	N/A	795.30	N/A	821.20	N/A	846.30	N/A
<u>CARP AND JOINER YR 5 (SENIOR)</u>													
Painter	PT11	669.1	4.6	720.90	N/A	744.30	N/A	768.50	N/A	793.40	N/A	817.50	N/A
<u>PAINTER YR 5 (SENIOR)</u>													
JOINER ASSEMBLER A	RD44	623.0	N/A	679.1	N/A	701.2	N/A	724.0	N/A	747.5	N/A	770.00	N/A
<u>JOINER ASSEMBLER A YR5</u>													

(SENIOR)

ALLOWANCES

	Current Rate 15/08/07	New Base rate (+1.5%) included in base rate	New 3.25%	New 3.25%	New 3.25%
Tool Allowance					
Registration Allowance	Nil	Nil	Nil	Nil	Nil
Certificate Allowance	Nil	Nil	Nil	Nil	Nil
Leading Hand Allowance*	15.25	15.50	16.00	16.50	17.00

not more than one employee

2 - 5 employ	34.1	34.60	35.70	36.85	38.05
6 - 10 employ	43.1	43.75	45.20	46.65	48.15
> 10 employ	57.45	58.30	60.20	62.15	64.15

Disability Allowance*

Enterprise Flexibility Payment

Nil	Nil	Nil	Nil	Nil	Nil
57.75	58.60	60.50	62.45	64.50	

ENGINE DRIVERS & FIREMEN - GENERAL AWARD 1998

CLASSIFICATION	CODE	BASE	SIPS	UPLIFT	NEW 3.25%	SIPS	NEW 3.25%	SIPS	NEW 3.25%
BOILER ATTEND - FIREMAN	WX11	538.8	37.5	1.5% 546.9	38.1	564.7	39.3	583.0	602.0
<u>BOILER ATTEND - FIREMAN YR 5</u>				563.40	39.30	581.70	40.50	600.60	620.20

(SENIOR)

BOILER ATTD - 1ST CLASS	WX21	549.0	37.2	557.2	37.8	575.3	39.0	594.0	40.3	613.4	41.6
<u>BOILER ATTD - 1ST CLASS YR 5</u>											
<u>(SENIOR)</u>											
LEADING BLR ATTD - CL 1	WX31	557.2	37.0	574.00	38.9	592.60	40.20	611.80	41.50	631.70	42.90
<u>LEADING BLR ATTD - CL 1 YR5</u>											
<u>(SENIOR)</u>											
LEADING BLR ATTD - CL 2	WX41	553.6	37.1	582.60	38.7	601.50	39.9	621.10	41.2	641.30	42.60
<u>LEADING BLR ATTD - CL 2 YR 5</u>											
<u>(SENIOR)</u>											
BOILER ATTD/ENG DRIV.	WX61	563.5	36.8	578.80	38.8	597.60	40.10	617.00	41.40	637.10	42.70
<u>BOILER ATTD/ENG DRIV. YR 5</u>											
<u>(SENIOR)</u>											
GREASER/OILER	WY61	524.8	37.9	589.20	38.50	608.40	39.80	628.10	41.10	648.50	42.40
<u>GREASER/OILER YR 5 (SENIOR)</u>											
<u>GREASER/OILER - 1ST CL</u>	WY71	540.1	37.5	548.70	39.70	566.50	40.90	585.00	42.30	604.00	43.60
<u>GREASER/OILER - 1ST-CL YR 5</u>											
<u>(SENIOR)</u>											
TRIMMER	WY81	521.1	38.0	564.70	39.20	583.10	40.50	602.00	41.80	621.60	43.20
<u>TRIMMER YR 5 (SENIOR)</u>											
<u>FUELMAN</u>	WY91	521.1	38.0	543.80	39.80	561.50	41.10	579.70	42.40	598.60	43.80
<u>FUELMAN YR5 (SENIOR)</u>											
<u>ENGINE CLEANER</u>	WZ11	521.1	38.0	528.9	38.6	546.1	39.8	563.9	41.1	582.2	42.5
<u>ENGINE CLEANER YR 5</u>											
<u>(SENIOR)</u>											
BOILER CLEANER	WZ21	521.1	38.0	544.80	39.80	562.50	41.10	580.80	42.40	599.70	43.80
<u>BOILER CLEANER YR5 (SENIOR)</u>											
<u>BOILER ATTD/ENG DRIV (jnr jr/16</u>		173.1	19.1	544.80	39.80	562.50	41.10	580.80	42.40	599.70	43.80
<u>yr)</u>	WZ81			528.9	38.6	546.1	39.8	563.9	41.1	582.2	42.5
<u>BOILER ATTD/ENG DRIV. (jnr 16</u>		225.7	17.6	175.7	19.4	181.4	20.0	187.3	20.7	193.45	21.3
<u>yr)</u>	WZ91			229.1	17.9	236.5	18.4	244.2	19.0	252.1	19.7
<u>BOILER ATTD/ENG DRIV. (jnr 17</u>		338.5	14.2	343.6	14.4	354.8	14.9	366.3	15.4	378.2	15.9
<u>yr)</u>	XA11			404.9	19.5	418.0	20.1	431.6	20.8	445.6	21.5
<u>BOILER ATTD/ENG DRIV. (jnr 18</u>		398.9	19.2								
<u>yr)</u>	XA21										

BOILER ATTD/ENG DRIV. (jnr 19) XA31 467.1 21.8 474.1 22.1 489.5 22.8 505.4 23.6 521.8 24.4

ALLOWANCES

	Current 15/08/07	New Base rate (+1.5%)	New 3.25%	New 3.25%	New 3.25%	New 3.25%
Tool Allowance	Nil	Nil				
Registration Allowance	Nil	Nil	Nil	Nil	Nil	Nil
Certificate Allowance	Nil	Nil	Nil	Nil	Nil	Nil
Leading Hand Allowance*						
3-10 employ	29.40	29.85	30.80	31.80	32.85	
11-20 employ	43.90	44.55	46.000	47.50	49.00	
20 employ	55.80	56.60	58.45	60.35	62.30	
Disability Allowance*	Nil					
Enterprise Flexibility Payment	57.75	58.60	60.50	62.45	64.50	

Attachment 3 – Allowances

ALL TRADES

- enterprise flexibility payment
- licence reimbursement
- on-call payment

METAL INDUSTRY (VICTORIAN PUBLIC HOSPITALS) AWARD 2000

- leading hand allowance
- tool allowance
- certificate allowance Mechanical Trades
- SIPS (State Incremental Payments Scheme)

PLUMBING INDUSTRY (VICTORIAN GOVERNMENT DEPARTMENTS, INSTRUMENTALITIES AND PUBLIC HOSPITALS) AWARD 2000

- leading hand allowance

NATIONAL JOINERY & BUILDING PRODUCTS AWARD 2002

- leading hand allowance

ENGINE DRIVERS & FIREMEN – GENERAL AWARD 1998

- leading hand allowance

Attachment 4: Parental Leave

Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

1.1 Definitions

- 1.1.1 For the purpose of this clause **child** means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 5 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 1.1.2 For the purposes of this clause, **spouse** includes a de facto spouse, former spouse or former de facto spouse. The employee's "de facto spouse" means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

1.2 Basic entitlement

1.2.1 Employees who have, or will have, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

Leave available is summarised in the following table:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid leave
Maternity leave	___ weeks	___ weeks if primary care giver	52 weeks
Paternity/partner	___ weeks	___ weeks if primary care giver	52 weeks
Adoption leave – primary care giver	___ weeks	___ weeks	52 weeks
Adoption leave – secondary care giver	___ weeks	___ weeks	3 weeks

1.2.2 Subject to 1.3.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

1.2.2(a) in the case of _____ week's paid paternity/partner leave an employee shall be entitled to a total of _____ days (which need not be taken consecutively) in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced 1 week prior to the expected date of birth, and in the case of short adoption leave for the secondary care giver, _____ week's paid leave and up to _____ weeks' unpaid leave which may be commenced at the time of placement.

1.3 Maternity leave

1.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

1.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

1.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

- 1.3.2 When the employee gives notice under 1.3.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 1.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 1.3.4 Subject to 1.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 1.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 1.9.2, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties. The employer may require the employee to start maternity leave if the employee:
- 1.3.5(a) does not give the employer the requested certificate within 7 days after the request; or,
 - 1.3.5(b) within 7 days after the request for the certificate, gives the employer a medical certificate stating that the employee is unfit to work.
- 1.3.6 **Sick Leave and special maternity leave**
- 1.3.6(a) Where the pregnancy of an employee not then on maternity leave terminates other than by the birth of a living child, the employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
- (i) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the employee is entitled to access any paid and/or unpaid sick leave entitlements in accordance with the relevant personal leave provisions;
 - (ii) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under 1.2.1, and thereafter, to unpaid special maternity leave.
- 1.3.6(b) Where an employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an employee may take any paid sick leave to which she is entitled and/or unpaid sick leave in accordance with the relevant personal leave provisions.
- 1.3.7 Where leave is granted under 1.3.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the

employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

1.4 Paternity/Partner leave

1.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity/partner leave, with:

1.4.1(a) a certificate from a registered medical practitioner which names his or her spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and

1.4.1(b) written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and

1.4.1(c) a statutory declaration stating:

1.4.1(c)(i) except in relation to leave taken simultaneously with the child's mother under clause 1.2.2(a) or clause 1.6.1(a), that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;

1.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his or her spouse; and

1.4.1(c)(iii) that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.

1.4.2 The employee will not be in breach of 1.4.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

1.5 Adoption leave

1.5.1 The employee shall be required to provide the employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.

1.5.2 The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.

1.5.3 The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

1.5.3(a) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or

- 1.5.3(b) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- 1.5.4 As a general rule, the employee must make application for leave to the employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 1.5.5 Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
- 1.5.5(a) that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.
 - 1.5.5(b) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 1.2.2(a) or clause 1.6.1(a), that the employee is seeking adoption leave to become the primary caregiver of the child;
 - 1.5.5(c) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 1.5.5(d) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 1.5.6 An employee must provide the employer with confirmation from the adoption agency of the start of the placement.
- 1.5.7 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 1.5.8 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 1.5.9 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

1.6 Right to request

1.6.1 An employee entitled to parental leave pursuant to the provisions of clause 1.2.1 may request the employer to allow the employee:

1.6.1(a) to extend the period of simultaneous unpaid parental leave provided for in clause 1.2.2(a) up to a maximum of eight weeks;

1.6.1(b) to extend the period of unpaid parental leave provided for in clause 1.2.1 by a further continuous period of leave not exceeding 12 months;

1.6.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

1.6.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

1.6.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 1.6.1(b) and 1.6.1(c) must be recorded in writing.

1.6.4 Request to return to work part-time

Where an employee wishes to make a request under clause 1.6.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

1.7 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, where an employee takes leave under clause 1.2.1 and 1.6.1(b) an employee may apply to their employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

1.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 1.6.

1.9 Transfer to a safe job

1.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave.

1.9.2 If the employer does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take paid leave, or the employer may require the employee to take paid leave immediately for a period which ends at the earliest of either:

1.9.2(a) when the employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or

1.9.2(b) when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to leave is in addition to any other leave entitlement the employee has.

1.10 Returning to work after a period of parental leave

1.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

1.10.2 Subject to clause 1.10.3, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 1.9 hereof, the employee will be entitled to return to the position they held immediately before such transfer.

1.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

1.11 Replacement employees

- 1.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 1.11.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

1.12 Communication during Parental leave

- 1.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - 1.12.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 1.12.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 1.12.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 1.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 1.12.1.

Attachment 5: Settlement of Disputes:

1. DISPUTES SETTLING PROCEDURES

1.1 Resolution of disputes and grievances

- 1.1.1 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement, other than termination of employment, must be dealt with in accordance with this clause.
- 1.1.2 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.
- 1.1.3 A person bound by this agreement may choose to be represented at any stage by a representative, including a union representative or employer's organisation.

1.2 Obligations

- 1.2.1 The parties to the dispute or grievance, and their representatives, 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.
- 1.2.2 Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health or 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.
- 1.2.3 No person bound by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

1.3 Agreement and dispute settlement facilitation

- 1.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the employer, he/she must be released by his/her employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent employees concerning matters pertaining to the employment relationship including but not limited to:
 - 1.3.1(a) Investigating the circumstances of a dispute or an alleged breach of this Agreement;
 - 1.3.1(b) Endeavouring to resolve a dispute arising out of the operation of the agreement; or,
 - 1.3.1(c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

1.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the employer.

1.4 Discussion of grievance or dispute

1.4.1 The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s).

1.4.2 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.

1.5 Internal process

1.5.1 If any party to the dispute or grievance who is bound by the agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.

1.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.

1.5.3 If the matter is not settled, the employer, an employee or a union bound by the agreement and chosen as the employee representative may apply to the Australian Industrial Relations Commission (AIRC) to have the dispute or grievance dealt with by conciliation.

OR (in the case of an employee collective agreement)

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

1.6 Disputes of a Collective Character

1.6.1 The parties bound by the agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the Commission.

1.6.2 No dispute of a collective character may be referred to the Commission directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the Commission.

1.7 Conciliation

1.7.1 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 the dispute to agree on terms for the settlement of the dispute or grievance.

1.7.2 This may include arranging:

- (a) conferences of the parties to the dispute or their representatives presided over by the member; and,

- (b) for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.

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

- (a) the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or,
- (b) the member of the AIRC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or,
- (c) the parties to the dispute 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.

1.8 Arbitration

1.8.1 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 or grievance by arbitration.

1.8.2 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.

1.8.3 Subject to sub-clause 1.8.4 below, the determination of the AIRC is binding upon the persons bound by this agreement.

1.8.4 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.

1.9 General powers and procedures of AIRC

1.9.1 Subject to any agreement between the parties to the dispute 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 section 110 of the *Workplace Relations Act 1996* applied to the proceedings; and,
- (b) exercise the powers set out in section 111 of the *Workplace Relations Act 1996*, to the extent relevant, as if section 111 applied to the proceedings; and,
- (c) in the course of dealing with a matter by arbitration make an interim recommendation at any stage in the process prior to the final determination of the dispute by arbitration.

1.10 Publication and privacy obligations during disputes

1.10.1 In accordance with the provisions of section 712 of the *Workplace Relations Act 1996* and more particularly section 712(2)(b) the parties to the dispute, subject to

the preservation of any duties of confidence, commercial or otherwise and to any requirements for in-camera hearings due to security or other concerns, consent to and empower the Commission at its discretion to publicly disclose any recommendation or decision it has reached in order to resolve in whole or in part a

Attachment 6 - Exchange of Letters



Victorian Hospitals' Industrial Association
Level 1, 499 St Kilda Road Melbourne VIC 3001 AON 7753 922 547
T 03 9861 4000 F 03 9867 8540 www.vhia.com.au

Victorian Public Sector Health Maintenance Agreement 2008 Organisational Change and Consultation: Exchange of Letters

In respect of organisational change requiring consultation the VHIA undertakes to ensure that its members who are subject to the Victorian Public Health Sector Maintenance Unions' Agreement 2008 will conduct their consultation processes in accordance with the spirit reflected in the decision of Commissioner Smith in *CFMEU and Vodafone Network Pty Ltd* AIRC PR911257 (14 November 2001) particularly at paragraph 25.

This letter is not intended to restrict an organisation's capacity and right to initiate and proceed with organisational change in accordance with the Agreement.

A handwritten signature in black ink, appearing to read 'Alec Djoneff', written in a cursive style.

Alec Djoneff
Chief Executive Officer

