

Submission

to

Senate Employment, Workplace Relations and Education
Legislation Committee

Provisions of the Workplace Relations Amendment (Right of Entry) Bill 2004

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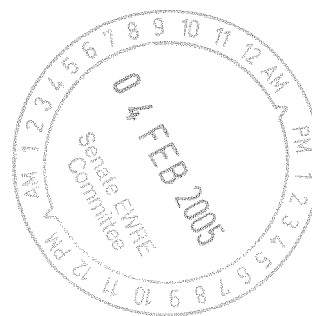
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**Health Services Union submission to the inquiry into the
provisions of the Workplace Relations Amendment (Right of
Entry) Bill 2004.**

February 2005

Introduction

The Health Services Union is the specialist health union in Australia with over 70,000 members working in all areas of government, community and private healthcare.

HSU coverage varies state by state but in the acute care workforce membership includes staff working as junior doctors, nurses, cleaners, cooks, admin and clerical staff, allied health professionals, managers, dental officers and career medical officers.

There is also a significant membership in the aged care, disability, mental health, drug and alcohol and Aboriginal healthcare sectors along with the NSW and Tasmanian ambulance services.

Preparations for this submission have included consultations with state branch officials and organisers of the HSU as well as delegates and members. Statements from branch secretaries are included as **Appendix A**.

Discussions have also been held with major employers in the industry.

The HSU has also been consulted during the preparation of the ACTU submission and concurs with its recommendations.

Should the committee require further information from the HSU or the provision of evidence in a hearing the union would be happy to assist.

Executive Summary

The HSU is strongly opposed to the Workplace Relations Amendment (Right of Entry) Bill 2004 and believes the committee should recommend against its passage through the Senate.

The intention of the Bill is clear: a diminution of the rights of ordinary members to have their unions act to protect their best interests in the workplace.

It has been brought forward not in response to widespread demand for change or with support from the community but to further tilt the balance in the workplace away from working people.

In the critically important health sector there is absolutely no evidence changes of this nature are sought or required. In contrast, the committee should examine this sector as a model of how union right of entry can actually assist in boosting productivity and reducing disputation.

Around Australia the HSU successfully conducts tens of thousands of workplace visits every year. There is no exploitation or conflict in the use of state and federal right of entry laws.

The imposition of such a rigid, bureaucratic and restrictive system that the Bill proposes could only jeopardise the professional working relationships the HSU and its members enjoy with employers in the industry.

The changes are a recipe for employment instability, with the only possible use of the provisions by employers looking to avoid their industrial and legal responsibilities and to operate in a hostile, antagonistic environment.

In particular, the changes proposed to the permit system and the restrictions on workplace visits are patently unworkable in a health environment, particularly that of large urban public and private hospitals.

The passage of the Bill would also have the exact opposite effect to the government's stated intention to reduce the confusion around the differences in state and federal right of entry law with union members and employers negatively affected.

Partially overriding state right of entry laws would unfairly reduce the rights of some HSU members. In aged care for example it could lead to the ridiculous situation where two facilities sitting side by side could be subject to radically different right of entry laws.

Current Right of Entry Laws

As the health union with the broadest membership in Australia, the HSU successfully makes tens of thousands of visits to a wide variety of workplaces each year. The NSW branch of the union alone conducts around 25,000 visits annually.

Visits are conducted under both state and federal right of entry laws. State branch officials report that the overwhelming majority of visits are carried out with the full support of employers.

Branches in WA, Victoria (mental health) and NSW report no instances where an official has been denied right of entry **(see statements Appendix A)**.

The Victorian No1 branch of the HSU has found the only instances where there have been difficulties in gaining access to facilities has been in a small number of cases in aged care where individual managers were unaware of union rights under the Workplace Relations Act.

Each of the four branch secretaries that have provided statements for this submission report no instances where an employer has complained about officials exercising their rights of entry in a way that is deleterious to the health and wellbeing of patients, residents or clients or has unnecessarily disrupted operations **(see Appendix A)**

The HSU takes its responsibilities in this area seriously, ensuring that trained officials are fully aware of their legal obligations and conduct visits wherever possible in cooperation with employers and in a way that provides minimal disruption to services.

Using co-operative arrangements with employers and the current laws, HSU officials conduct regular visits in a manner that best suits the needs of members in the health sector. Officials attending a major public hospital, for example, can visit multiple departments and areas of operation in a single visit, travelling through a range of public and private areas.

This allows the union to hold discussions with members, to identify and observe a variety of different working environments and workplace practices.

It is often an approach that allows the union to identify issues, whether they relate to occupational health and safety, public safety, operating procedures or the incorrect interpretation of awards and agreements in a single visit.

In this environment problems can usually be quickly identified and dealt with, in a majority of cases avoiding the possibility of disruption and industrial unrest that could flow if they remained unresolved.

These regular visits are part of the important role the union plays in ensuring functioning workplaces where care and services can be delivered to the highest standard.

The HSU in many areas also assists in introducing workplace change in cooperation with employers. Employees seek guidance from the union and show a greater willingness to cooperate with changes if they are supported by the union.

There are also numerous agreements in place where the HSU is actively engaged on behalf of employees in joint forums such as orientation and induction of employees, joint consultative committees, information sharing sessions, professional development activities and health and safety inspections.

A current example of this is in Western Australia where the State Government is negotiating the purchase of two private hospitals. The union is negotiating with the existing management and the government on transitional arrangements for employees.

Regular union access to employees in the workplace is essential to this process. Without the engagement of the union at this level the process of ensuring members entitlements are properly protected and the sale process runs smoothly could take considerably longer.

A further example is the consultative framework established for the NSW public health system and the recognition of the role that the union can place in the Mayne Health/HSU Hospitals Certified Agreement 2002-2005 (**included in the NSW branch statement Appendix A**)

Proposed Changes

1. The Permit System.

The HSU is strongly opposed to the proposed changes to the way permits are issued and policed and the conditions attached to them.

The requirements for the Registrar to be satisfied that the applicant for a permit is a fit and proper person are unnecessary, onerous and discriminatory.

As stated earlier the union has never had a problem with the operation of the current arrangements regarding permits. There is certainly no demonstrated need for formal training.

The time-consuming nature of the system proposed would also impede the operations of the HSU and the union's ability to quickly address problems in the workplace.

2. Investigation of Suspected Breaches

The proposed restrictions on union rights to investigate breaches of legislation, awards or agreements to cases involving members are unnecessary and unworkable.

As the ACTU submission to this inquiry states, union members are party to awards which apply to both union and non-members because the High Court has repeatedly accepted that unions have a legitimate interest in the pay and conditions of non-members.

If non-members can be employed on terms more favourable to employers than those applying to members this will be an incentive to employers to discriminate against union members.

Restrictions on the ability to access the records of non-members would only hamper the speedy resolution of workplace disputes and represent a further diminution of the rights of members to effective representation and support from their union.

3. Notice of Entry

The proposed requirement for written notice of entry specifying the date and the purpose in detail is also unworkable in the health sector. It would be unfeasible to be so prescriptive particularly when dealing with large scale acute care operations with multiple departments and clinical care areas.

As explained earlier the HSU's approach is to conduct regular visits, not only those in response to requests for assistance. This process allows for a range of potential issues to be dealt with at an early stage.

The potential disruption in the workplace would be far more significant if longer more formalised visits have to be carried out by union officials to each individual area.

A requirement to give details of a suspected breach also raises the possibility of a witchhunt being conducted to find the employees responsible and take action against them. Members in an environment where they feel they are a chance of being identified for raising a problem are less likely to contact the union.

Statements from HSU branches in Victoria (**Appendix A**) show examples of how during regular visits officials are able to discover and fix significant examples of breaches of industrial agreements, affecting the wages and entitlements of members.

Where officials are likely to come into contact with numerous staff during a visit it is ridiculous to suggest they could not follow up an alleged grievance or discuss membership because it is not the stated purpose of their visit.

Restricting union visits for recruitment to twice a year would also curtail the rights of people who want to become members to have a HSU representative discuss with them in the workplace what the benefits of membership are.

There is no evidence of the union behaving inappropriately in its recruitment of members that would justify such a restriction in the health sector.

4. Restrictions on Discussions

The proposal giving the employer the right to determine the place of a meeting will again act as a disincentive for employees to contact the union and is another reduction in their rights as members. Members may not feel comfortable speaking in a particular location.

The restrictions would also limit the ability of the HSU to play the type of constructive role in the workplace it currently performs. In their visits HSU officials regularly identify deficiencies in security, occupational health and safety and operating practices that can be quickly addressed.

If access was confined to a single meeting point that constructive role would be lost.

Disruption to the operation of health facilities would also be far more likely to occur if care staff are only able to access the union at a particular place rather than in their own working environment.

The time away from their job would be significantly increased, particularly in a large facility where staff are providing vital healthcare to the public.

The proposal restricting access to a route determined by the employer would only be utilised by an employer with something to hide.

It opens up the possibility of union officials being steered away from the workforce and from evidence of potential breaches of industrial instruments, occupational health and safety laws, security and proper clinical practice.

5. Overriding State Law

The provisions of the Bill seeking to apply Commonwealth right of entry law to all constitutional corporations are, according to the Federal Government, designed to ease confusion about rights and responsibilities.

In fact the exact opposite would be the case in the health sector if the Bill was passed.

Under the current arrangements, HSU branches operate largely in the state or federal industrial systems.

There is little or no confusion over which right of entry laws apply.

The proposed changes would see corporations who have previously been covered under state right of entry laws switch to the federal system, while other businesses of exactly the same nature remain in the state system.

In aged care, for example, you could have the ridiculous situation where two facilities sitting side by side have differing requirements for union right of entry. In fact within individual aged care organisations some facilities operate as corporations and others do not, creating unnecessary confusion amongst employers and unions.

For those HSU members whose employer would go from being covered by state right of entry laws to federal laws there would be a significant diminution of their rights to have their union support them at work.

Those members are the ones who, through no fault of their own, will suffer the most because of the changes proposed.

There is no evidence that the operation of employers in the health sector who are currently covered by state right of entry laws are adversely affected by the actions of HSU officials.

6. Right of Entry in Agreements

The Federal Government's stated aim in industrial relations has been to make it easier for employers and employees to reach binding agreements that govern their relationship with each other and are tailored to meet their needs.

The proposed restriction on the certification of agreements containing right of entry laws is a clear contradiction of this.

The ban is unnecessary and unjustified. Furthermore it is likely to force unions and employers outside the industrial relations system into the world of common law agreements which would cover matters such as right of entry.

This will be time-consuming and expensive for both employers and unions with disputes required to be resolved through the courts.

Appendix A

HSU Victorian No1 Branch Statement

[1] My name is Jeff Jackson. I am the elected State Secretary of the Health Services Union Victoria (herein thereafter referred to as "HSU"). HSU covers both clinical and non-clinical support staff in public and private hospitals, aged care and disability service institutions (herein thereafter referred to as "the Industry").

[2] The HSU makes approximately 7,500 visits to workplaces throughout the Industry annually. The HSU has a harmonious relationship with most employers. On very few occasions has any employer attempted to, or denied a right of entry to an official of the HSU.

[3] As a matter of practice the HSU adopts a cooperative approach with employers to make such visits at times and locations when and where it is the least disruptive to the normal operations of the workplace. The visits are done in consultation with employers.

[4] On the rare occasions when right of entry by a HSU official when visiting workplaces in accordance with the Workplace Relations Act 1996 ("the Act") has been challenged or denied, it has been restricted mainly to aged care facilities in the Private Sector where continual Award and Occupational health and safety breaches are prevalent. An application to the relevant peak employer body either by the HSU or by the offending organisation is usually sufficient to provide clarity to the manager of their rights and obligations under the Act. Notwithstanding the obligation for HSU officials to hold right of entry permits as issued by the Registrar, Australian Industrial Relations Commission (AIRC), pursuant to the Act, very few officials have been requested to produce evidence that they hold such a permit.

[5] Further, on no occasions has an employer complained of or expressed any concern about the conduct of an official either unreasonably disrupting the workplace or exercising their right of entry in a way that is deleterious to the health and wellbeing of patients, residents or clients of the Industry.

[6] It is my experience and expectation that when making visits to workplaces officials of the HSU ensure the effective operation of industrial instruments and other matters pertaining to the employment relationship. This includes monitoring compliance by employers to ensure that employee's receive their proper and lawful entitlements. Conversely, where no entitlement exists HSU officials on visits to workplaces clarify that situation with employees. Examples of such situation will follow.

[7] On the basis that they are reasonable and acceptable, the HSU also plays an important role in facilitating change proposals and processes initiated by the employer. Employees seek guidance from the HSU and show a greater propensity and preparedness to cooperate with employer initiated changes if they are visibly supported by the HSU, as the HSU only gives its acquiescence to proposed change(s) where appropriate reassurances regarding relevant employment and where applicable personal circumstances are obtained.

[8] Under numerous agreements and also through custom and practice, HSU officials play an active role in engaging with employers on behalf of employees in joint forums such as orientation and induction of employees, joint consultative committees, information sharing sessions, professional development activities, health and safety inspections and working parties. On many occasions the union's presence and participation is at the request of employers.

[9] The proposed Right of Entry legislation would undermine the effective capacity of the HSU to ensure the rights and obligations of employers towards employees are met.

[10] Through workplace visits, the HSU has uncovered a number of situations where employee entitlements and rights pursuant to industrial instruments were being disregarded. These include but are not restricted to the following:

- Glanville Lodge, Echuca Regional Health Service

A substantial number of employees were being underpaid as a result of failure to adhere to a range of award provisions and allowances.

- Dimboola Regional Health Service

Employees were not receiving change of shift allowance payments and nauseous allowance entitlements as per the Award.

- Moran Health Care Mildura

Employees were not receiving change of shift allowance payments and nauseous allowance entitlements as per the Award.

- Ballarat Health Services

Employees were not receiving night shift allowances, change of shift allowance payments and nauseous allowance entitlements as per the Award.

[11] The ability of the HSU to be able to freely speak with those employees on the premises lead to these matters being resolved.

[12] In the above instances cited, the HSU was able to ensure that management of the institutions concerned were informed of award provisions and the entitlements of employees, so as to avoid future underpayments and potential industrial disharmony.

[13] The discovery of these breaches of the Award through workplace visits, not only ensured the effective and proper operation of as legally binding industrial instrument, but provided those effected employees with their due entitlements.

[14] There was no disadvantage or disruption to the employer as a consequence of the workplace visits. If it were not but for workplace visits by the HSU, these breaches would have continued and the employees would have continued to be disadvantaged.

HSU Victorian No2. Branch Statement

[1] My name is Lloyd Williams. I am State Secretary in the Victorian Number 2 of the HSUA (herein after referred to as "HACSU"). HACSU covers workers in public sector, private sector and non government sector Victorian Mental Health Services, Alcohol and Drug Services and Intellectual Disability Services (herein after referred to as "the Industry").

[2] The Union makes approximately 1,500 visits to workplaces in both public, private institutions and non-government services each year. It is the experience of the union and its officials that on no occasion has any employer attempted to, or denied a right of entry to an official of this branch.

[3] As a matter of practice the union adopts a cooperative approach with employers to make such visits at times and locations when and where it is the least disruptive to the normal operations of the workplace. The visits are done in consultation with employers.

[4] I believe that I can accurately state that neither the union, employers nor consumers of Mental Health, Alcohol and Drug and Intellectual Disability Services have experienced any problems or difficulties when visiting workplaces in accordance with the Workplace Relations Act ("the Act"). Notwithstanding the obligation for officials to hold right of entry permits as issued by the Registrar, Australian Industrial Relations Commission, pursuant to the Act 1996, no official has, since the inception of that legislation, been requested to produce evidence that they hold such a permit.

[5] Further, on no occasion to my knowledge has an employer complained of or expressed any concern about the conduct of an official either unreasonably disrupting the workplace or exercising their right of entry in a way that is deleterious to the health and wellbeing of patients, residents or clients of the industry.

[6] It is my experience and expectation that when making visits to workplaces officials of the union ensure the effective operation of industrial instruments and other matters pertaining to the employment relationship. This includes monitoring compliance by employers to ensure that employee's receive their proper and lawful entitlements. Conversely, where no entitlement exists union officials on visits to workplaces clarify that situation with employees. Examples of such situation will follow.

[7] On the basis that they are reasonable and acceptable, the union also plays an important role in facilitating change proposals and processes initiated by the employer. Employees seek guidance from the union and show a greater propensity and preparedness to cooperate with employer initiated changes if they are visibly supported by the union, and the union gives its acquiescence to the change as well as reassurances their relevant employment and where applicable personal circumstances are assured.

[8] Under numerous agreements and also through custom and practice union officials play an active role in engaging with employers on behalf of employees in joint forums such as orientation and induction of employees, joint consultative committees, information sharing sessions, professional development activities, health and safety inspections. On many occasions the union's presence and participation is at the request of employers.

[9] I believe the capacity to operate effectively in ensuring the rights and obligations of employers towards employees are met, and conversely ensuring that employees understand the full extent and scope of their rights and entitlements would be curtailed if the current proposed Right of Entry legislation were enacted.

[10] (i) The proposed limit on visits to workplaces by definition restricts the capacity for employees to gain advice and assistance from their union and for the union to provide advice to employees.

(ii) The proposal giving the employer the right to determine the place of meeting will act as a disincentive for employees to seek out their rights should the employer impose obligations that the meeting take place which is not conducive to the employee feeling comfortable and free from intimidation allowing them to speak freely and frankly.

(iii) The proposal restricting the access to a route determined by the employer opens up the prospect of union officials being "guided" away from the work force and away from observing potential breaches of industrial instruments, legislations etc.

(iv) The obligation to declare the name of the employee whom the union official sees to visit, if it does not raise serious questions in relation to an employee's right to privacy, it will act as a disincentive to employees to seek the assistance of the union for fear that their membership with the union will become the province of the employer, and they will subsequently be seen as a so called "trouble maker", compromising their confidentiality.

[11] Through workplace visits, the union has uncovered a number of situations where employee entitlements and rights pursuant to industrial instruments were being disregarded.

[12] The following situation occurred on a workplace visit involving myself in 1999 and involved the members employed at Colanda Training centre, Victorian Department of Human Services.

In 1998 the union negotiated the following agreement with the State of Victoria, Department of Human Services. The agreement formed part of a certified agreement binding the State of Victoria. The agreement has continued to form part of subsequent agreements between and binding upon the union and the State of Victoria.

“A fixed term employee shall be temporarily employed for a specified term, provided that, unless otherwise stated, all of the provisions of this agreement applying to ongoing employees also apply to fixed term employees. Employees who are not engaged on an ongoing basis shall be employed to meet the following needs:

- (a) to replace an employee on approved leave;*
- (b) to meet fluctuating client and staffing needs;*
- (c) to undertake a specific task;*
- (d) to fill a temporary vacancy resulting from an employee undertaking a temporary assignment or secondment; and*
- (e) for any other purpose deemed necessary - which shall be subject to consultation with the HSUA.*

Employees who are not employed on an ongoing basis shall be initially engaged for a period of no less duration than the approved period of leave of absence of another employee or for the period of the project or to meet fluctuating client and staffing needs. This is subject to the occupant of the position being absent for the originally specified period. If the ongoing employee elects to return to their position earlier than first specified, subject to the employer's agreement they may do so. For this reason a temporary contract shall specify a period of time or until the permanent occupant returns whichever is the sooner.

An employee engaged in a short term capacity shall be given a written contract of employment which specifies the following:

- (a) the period of engagement;*
- (b) whether the employee is engaged for a specific task and the nature of the task;*
- (c) whether the employee is to replace an employee absent from the workplace on approved leave, and the reasons for such leave; or as a consequence of an assignment or secondment;*
- (d) whether the employee is required to meet fluctuating client or needs;*
- (e) the classification in the agreement the employee is engaged;*
- (f) the person's name whose position is being filled by a fixed term employee;*
- (g) advice that ongoing employment is not assured subsequent to the expiration of the contract period;*
- (h) the minimum number of hours to be offered per fortnight.*

If the term of the contract is terminated prior to the expiration of the contract, the employer will endeavour to offer the fixed term employee other work under a new contract,

The terms and conditions under which a person is employed shall be as provided for under this agreement and the existing awards. However, this agreement will take precedence where there are inconsistencies

Fixed term employees shall be afforded the same rights as to consultation as ongoing employees. Consultation will occur with respect to changes that will have a significant effect on these employees.

Employees employed on a fixed term basis shall have continuity of service for all purposes, including all leave accumulation, from one contract period to the next, as if such employees are ongoing employees.

The provisions of this clause shall be monitored on a regular basis to ensure compliance. Whatever necessary steps required will be taken to resolve any alleged breaches brought to attention by HACSU”.

[13] The effect of this agreement is to restrict the use of short/fixed term contracts of employment to specific circumstances. In the absence of any those specified circumstances existing employees should be employed as ongoing employees with no defined period of employment and subject to the normal rights in relation termination of employment.

[14] The employer, The Department of Human Services (state of Victoria) was found to be in breach of the agreement by employing at least eight employees on short term contracts that did not comply with the terms of the above agreement. Some of those employees were non members of the union. It was our ability to speak with those employees on the premises while on a routine visit that led to the matter being resolved. In discussion issues with employees it was uncovered that they were on contracts and a detailed analysis revealed that the terms of those contracts did not comply with the agreement. The union was able to refer the breach to the employer who concurred with that view. The employees subsequently had their employment status corrected to reflect them being ongoing employees, their records of service amended accordingly and any benefits that would have accrued as ongoing employees were granted.

[15] The effect of the union discovering this breach through a workplace visit, not only ensured the effective and proper operation of as legally binding industrial instrument, but provided those effected employees with greater job and personal security. There was no disadvantage or disruption to the employer as a consequence. If it were not but for union’s workplace visit the breach would have continued and the employees would have continued to be disadvantaged.

[16] A workplace presence by the union facilitates the smooth implementation of employer policy and change. In 2001 the State of Victoria as provider and employer of disability services in Victoria announced the redevelopment of Kew Residential Services (KRS). Following the

announcement the union negotiated a redevelopment agreement which facilitated the closure, development of replacement services, relocation of residents and the redeployment of employees. Central to the agreement was the involvement of the union in supporting employees through this process. The agreement remains a certified agreement of the Australian Industrial Relations Commission and, as such, was voted for a valid majority of KRS employees. The role of the union includes continued presence at the workplace, visits to replacement services, resolution of employee grievances all to ensure a smooth transition.

[17] As a consequence of the role of the union there has been no disputation since the announced closure, the redevelopment continues to occur, replacement services have been established, residents and staff have successfully relocated and redeployed and the program for the eventual full redevelopment is on track.

HSU WA Branch Statement

- [1] My name is Dan Hill. I am the Branch Secretary of the Health Services Union of Australia WA No 3 Branch and concurrently hold the position of Secretary of the Health Services Union of WA (an organisation of employees registered under the WA Industrial Relations Act, 1979). For the purpose of this statement both organisations will hereinafter be referred to as "the Union".
- [2] The union covers professional, administrative, clerical, technical and supervisory employees engaged in the health, disability and aged care industries in Western Australia (hereinafter referred to as "the industry"). Coverage includes both the public and private sectors.
- [3] The union is respondent to and maintains 16 Awards and 31 Agreements registered under the provisions of the state Industrial Relations Act 1979 and 1 Award registered under the federal Workplace Relations Act 1996.
- [4] All of these awards and agreements include provisions that place rights and responsibilities on employees, employers and the union in regard to the introduction of change and dispute settlement procedures. Fundamental to these procedures is the ability for authorised union representative to have access to employees in the workplace.
- [5] The Union makes approximately 2,000 visits to workplaces in the industry each year. In our experience on no occasion has any employer either denied, or attempted to deny, a right of entry to an official of the union.

The union adopts a cooperative approach with employers to make such visits at times and locations when and where it is the least disruptive to the normal operations of the workplace. The visits are done in consultation with employers.

- [6] All officials of the union hold right of entry permits issued under the provisions of both the state and federal Acts. To the best of my knowledge the union, employees, employers and consumers of services have not experienced any difficulty when visiting workplaces in accordance with the provisions of these Acts. Despite the requirement to hold a permit no official has ever been requested to produce evidence that they hold such a permit.
- [7] Further, on no occasion to my knowledge has an employer complained of or expressed any concern about the conduct of an official either unreasonably disrupting the workplace or exercising their right of entry in a way that is deleterious to the health and wellbeing of patients, residents or clients of the industry.
- [8] It is my experience and expectation that when making visits to workplaces officials of the union ensure the effective operation of industrial instruments and other matters pertaining to the employment relationship. This includes monitoring compliance by employers to ensure that employees receive their proper and lawful entitlements. Conversely, where no entitlement exists union officials on visits to workplaces clarify that situation with employees.
- [9] The Union and our members play a critical role in the introduction of change and workplace reform. Our Awards and Agreements enshrine these rights and responsibilities. In the main employers also directly benefit from union involvement in change processes.
- [10] A current example of this is the proposed purchase by State Government of two private hospitals. The union is negotiating with the private management and the state government on transitional arrangements affecting employees. The union is playing an important role in identifying employee issues and liaising with management. Union access to employees in the workplace is essential to the process. Employees affected benefit from confidential access to union officials during work time.
- [11] I believe that the existing right of entry provisions operate effectively in ensuring the rights and obligations of employers towards employees are met, and conversely ensuring that employees understand the full extent and scope of their rights, entitlements and responsibilities. Whilst the Union's right of entry and inspection is predominantly covered by the state Act those rights would be severely curtailed if the proposed federal Right of Entry legislation was enacted in such a way as to over-ride the state Act.

[12] I believe that the proposed federal right of entry legislation is contrary to the principal object of the Workplace Relations Act in particular section 3 (b) and (e). The proposed changes will force employees to meet away from the workplace and outside of work hours to seek advice and assistance from the union on workplace issues. This will inevitably lead to a much more adversarial approach to workplace industrial relations compared to the consultative/cooperative approach.

HSU NSW Branch Statement

On 31 January 2005, I, Michael Alexander Williamson, of Level 2, 109 Pitt Street, SYDNEY, say as follows -

1. I am currently the General Secretary of the NSW State registered organisation named the *Health Services Union* ('HSU'). Previous to October 2003, the HSU was registered as the Health and Research Employees' Association of New South Wales ('HREA'). I have been General Secretary continuously since 1995.
2. In the position of General Secretary, I am responsible for managing the overall activities and negotiations undertaken by the HSU and its officers. However, in a number of instances I am still personally involved in such activities and negotiations.
3. Prior to 1995, I was the Assistant Secretary of the then HREA, and was responsible for managing matters pertaining to the public hospital system. This included being involved directly in matters affecting that sector.
4. I have been a member of the HSU and its predecessors for some thirty years. The HSU provides industrial coverage for all employees in public and private hospitals, excepting nurses and certain tradespersons, along with staff specialists and certain salaried medical officers.
5. Accordingly, in public and private health, the HSU covers a significant number of classifications. These include cleaners, cooks, wardpersons, gardeners, security officers, administrative and clerical staff, hospital assistants, managers, technical officers, scientific officers, radiographers, radiation therapists, allied health professionals, dental officers, and career medical officers.
6. This industrial coverage also extends to the Ambulance Service of NSW, where the HSU provides coverage to all uniformed positions, senior managers (both uniformed and non-uniformed) and other support positions.
7. Such coverage also includes the aged care industry and certain facilities for the disabled, where again the HSU provides coverage

to all employees essentially excepting nursing staff and certain tradespersons.

8. As a result, the HSU is currently party to some 60 NSW awards covering all of the above activities mentioned in paragraphs 4, 5, 6 and 7. However, the HSU is also party to a lesser number of Federal awards and agreements, both in NSW and the ACT.
9. Accordingly, the HSU and its officers and employees operate within the industrial and legal framework established currently by the *Industrial Relations Act 1996* ('the NSW Act') and the *Workplace Relations Act 1996* ('the Cth Act').
10. Part of the HSU's activities undertaken within the above legislative framework is that of workplace visits.
11. The officers and employees of the HSU undertake workplace visits on both a regular scheduled and needs basis. The HSU may undertake anywhere in the vicinity of some 25,000 visits each year to workplaces, albeit that would not include the significant number of visits undertaken by HSU officers and employees on the invitation of the employer to assist toward the resolution of workplace dispute or disagreement.
12. Workplace visits are undertaken in accordance with the NSW Act and the Cth Act. I am not aware of any particular issue pursued by an employer relating to the dissatisfaction of the 'mechanics' of accessing workplaces as permitted under both Acts.
13. As can be denoted from previous paragraphs, the workplaces that the HSU visit to meet our members cover a diverse range of workplace experiences and clinical and professional competencies and requirements. Within each workplace there may well be a number of quite distinct and separate departments or sections undertaking aspects of discrete functions that contribute to the totality of outcomes for that particular facility. Each such section or department or classification/profession would be exposed to certain unique experiences within their own working area.
14. For example, a visit to a major teaching hospital or private health facility would constitute a significant number of working areas and differing experiences as mentioned in paragraph 13. A HSU official or employee may indeed visit a number of these working areas in a pre-arranged way, to observe and be exposed to unique working systems and layouts, along with divergent workload issues.

15. Conducting our visits in such a way ensures appropriate access to members, and the ability to identify and observe the variety of workplace practices in place. Only in such a way can the HSU truly represent the interests of all its members.
16. Obviously such visits to the workplace are not designed or undertaken in a manner that would cause dislocation to the employer's service delivery, a point that the HSU is quite conscious of when dealing with areas such as the provision of public/private health services or the provision of care to the aged.
17. I believe this approach is reflected in that I have no knowledge of particular employers raising and pursuing issues with any suggested deleterious impact that workplace visits may have had on service delivery or the provision of care. Indeed, in many of the facilities the relevant HSU official is known and well regarded by the employer or their representatives for the constructive role undertaken in their workplaces.
18. It is not unusual that the HSU plays a significant role within workplaces when restructuring or change is occurring that will impact on employees and their way of work. Whilst the HSU always ensures that any proposed or suggested change by an employer is reasonable and consistent with any obligation under relevant industrial legislation, instrument or other workplace arrangements, and if not would make vigorous representation on behalf of members, the HSU would more usually undertake the role of a facilitator towards achieving constructive change within the workplace as opposed to being viewed as an impediment.
19. This recognition of the positive and essential role that the HSU undertakes in this regard specifically, along with the workplace in general is reflected in various industrial instruments relating to dispute resolution and grievance procedures, or indeed consultative arrangements for an entire industry, from peak level to site level.
20. An example of such arrangements are reflected in the consultative framework established for the NSW public health system (see Attachment A - NSW Health Department Circular No 2004/75) and the recognition of the role that the HSU can play contained in the Mayne Health/HSUA Hospitals Certified Agreement 2002-2005 (see Attachment B - Clause 7.7).
21. It would be clear even to the casual observer that such arrangements strongly reflect a commitment by employers to the constructive role that the HSU can and should play. To undertake that role effectively - for the benefit of members, other employees, and the workplace itself - timely and reasonable access to the workplace for HSU officials and employees is essential.

22. Accordingly, any attempt to reduce the capacity or the number of times the HSU could enter the workplace - or the various areas of work potentially within each such workplace - would be a serious impediment to the conduct of relations within the workplace, and at direct odds with arrangements entered into with many employers for the purpose of improving the capacity of progressing or managing change within a workplace.
23. Further, the bureaucratisation of the access to workplaces to be managed and 'policed' by the Industrial Registry would require a creation of a significant infrastructure - if the intention was to genuinely provide a timely and efficient process. The direction toward such an infrastructure, and the public monies that would need to be devoted to the task, would appear in the experiences of the HSU be at complete odds or at the worst out of all proportion to any identified problems or issues.
24. It is also likely that such an approach to 'filtering' or impinging on the capacity of the HSU to access workplaces may not lead to the destruction of the constructive and cordial arrangements that exist, especially with larger employers, but will allow a more stark dichotomy to be introduced between these employers and those who may (or do) actively seek to hinder the ability of the HSU to interact productively within the workplace.
25. To expect in such a workplace environment that the HSU or its member would freely divulge their identity 'up front', especially when such employees may already be marginalised due to a lack of workplace opportunities or geography (for example isolation) or lack of alternative employment opportunities within the community or indeed a commitment to the residents or patients within a facility - is somewhat disingenuous.
26. Certainly the HSU has recent experiences whereby access to working areas has given rise to a HSU official being able to identify a working environment that was unsafe and required urgent rectification. The employees within the area (including management), a medical records department, did not recognise the OH&S implications, perhaps partly due to the incremental growth of the problem.
27. On other occasions, HSU officials have been able to access and identify deficiencies in workplaces pertaining to security or layout or access to appropriate facilities, which again have led to discussions with employers that have led to rectification and/or modification. In certain instances, joint working parties have been instituted on an ad hoc basis with employers to assist in the identification of problems or anomalies and subsequently agreed recommendations to rectify such issues. Again this would seem to reflect a recognition

by employers of the expertise and skills held by HSU officials and employees relevant to workplaces.

28. Such constructive outcomes would have been 'lost' if access to workplaces were limited or confined to a single meeting point or reliant on others to have identified the existence of a problem. It would also impact on the ability of the HSU to adequately represent or advance the interests of the wide variety of classifications that work within public and private health.
29. It is somewhat unrealistic, for example, to expect highly trained professionals such as radiographers, radiation therapists, pharmacists, medical physicists, community health workers, registered medical officers, for example, to only to be able to access HSU officials or employees at a point other than their own working area. This 'single stop approach' would appear to be more potentially dislocating to the workplace than the flexibility afforded currently to the HSU to periodically visit working areas within a workplace.
30. An attempt to dramatically alter the manner that the HSU would access workplaces would also be at odds with the significant degree of acceptance and continuity of such rights by all governments in NSW for many decades.
31. For example, when examining the entry provisions within the *Industrial Arbitration Act 1940*, the *Industrial Relations Act 1991*, and the *Industrial Relations Act 1996*, have a reasonable degree of continuum of recognising entry provisions.
32. This would appear to be reflective of acceptance by all NSW Governments - whether Labor or Liberal-National in political reflection - and indeed of employer groups, that such rights are reasonable and acceptable to ensure appropriate representation of working men and women, regardless of classification or profession, status, gender, or geographical location.
33. The suggested alterations would appear to seek significant variations to longstanding practices and expectations within NSW successfully in place for several decades. It is not, from the experience of the HSU, a change driven by any problems identified by a majority of employers, who in the main embrace the advantages that flow from a constructive and practical dialogue with the HSU.
34. Such changes would only serve to dislocate what is currently in place and unfortunately increase the 'divide' between those employers who embrace a cooperative culture and those who strive

to hamper the productive role that the HSU can play within the workplace. It diminishes the ability of employees to seek and access support and protection via this attempt to diminish the capacity of the union to interact within the workplace.



CIRCULAR

File No	04/3682
Circular No	2004/75
Issued	28 October 2004
Contact	Employee Relations (02) 9391 9357

INDUSTRIAL CONSULTATIVE ARRANGEMENTS – PUBLIC HEALTH ORGANISATIONS

This is a policy directive. The Department has developed new industrial consultative arrangements in consultation with unions. The new arrangements are attached to this Circular and rescind previous arrangements.

This Circular applies to all public health organisations as defined under section 7 of the Health Services Act 1997 and the Ambulance Service of New South Wales.

The attached industrial consultative arrangements are intended to provide a clear framework for consultation on a range of industrial matters in public health organisations.

Any enquiries concerning this circular should be directed to the relevant Human Resource personnel in the Health Service. Only Human Resource personnel from Health Services are to contact the NSW Health Department direct.

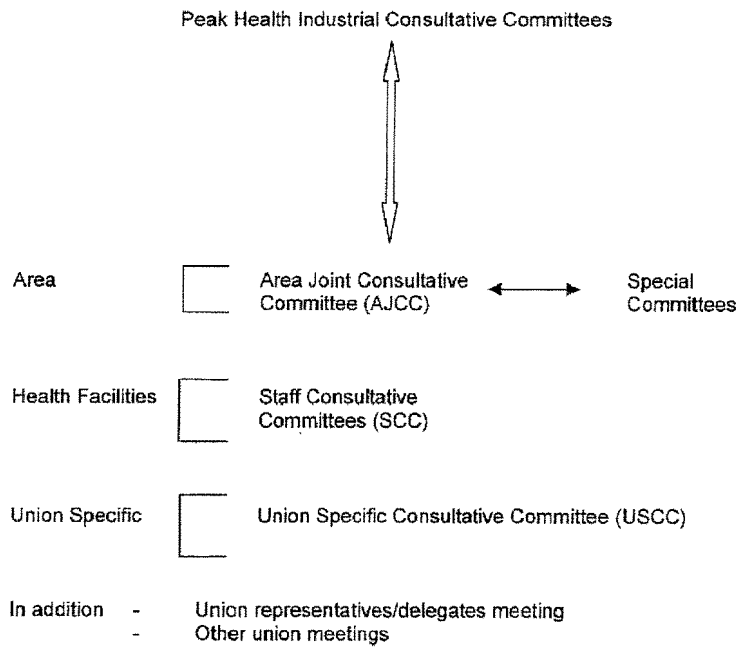
Robyn Kruk
Director-General

Distributed in accordance with circular list(s):

A	75	B	C	72	D	E	73 Miller Street North Sydney NSW 2060
F	G	H	53	I	J		Locked Mail Bag 961 North Sydney NSW 2059
K	L	M	N	P			Telephone (02) 9391 9000 Facsimile (02) 9391 9101

In accordance with the provisions incorporated in the Accounts and Audit Delegation, the Board of Directors, Chief Executive Officers and their equivalents, within a public health organisation, shall be held responsible for ensuring the observance of Departmental policy (including circulars and procedure manuals) as issued by the Minister and the Director-General of the Department of Health.

CONSULTATIVE ARRANGEMENTS
PUBLIC HEALTH ORGANISATIONS



INTRODUCTION

The following arrangements are intended to provide a clear framework for consultation on a range of employee matters throughout public health organisations.

The effectiveness of the arrangements will rely on the commitment of management, staff and industrial organisations to follow the processes and to communicate in an open and collaborative way.

These arrangements recognise the need to consult at the statewide, Health Service and facility level and also provide a framework for consulting with a particular industrial organisation where its membership is specifically affected by an initiative or matter.

It is expected that more meetings will be required than the minimums specified in this document during times of significant change.

From 1 November 2004 all future consultation will occur in accordance with the processes outlined in these arrangements. Current committees should thoroughly examine all current matters and wherever practicable have them resolved prior to the convening of the new committee. Any outstanding matters should be referred to the new committee for consideration and/or resolution.

To assist in the transition to the new consultative arrangements committee members participating in the first meeting after 1 November 2004 will be granted up to one day's leave for training in regard to their participation in consultative processes. This leave will only apply to these participants and will not be an ongoing entitlement. It is expected that in the future new committee members will be assisted by both unions and management in regard to their committee participation.

These arrangements are not intended to replace the normal interaction on specific issues, which will occur between the Minister for Health, individual unions and the Labor Council of New South Wales.

PEAK HEALTH INDUSTRIAL CONSULTATIVE COMMITTEE

1. OBJECTIVE/ROLE

- 1.1 These meetings are intended to promote communication and understanding between HAC, the Health Services Union (HSU), NSW Nurses' Association (NSWNA), the Australian Salaried Medical Officers Federation (ASMOF) and the Labor Council of New South Wales on major statewide issues and reforms.
- 1.2 The meetings will be a forum to deal with:
 - macro issues in the health industry, including health service provision; and
 - exchange of information and views, particularly about major initiatives and reforms; matters unable to be resolved elsewhere.
- 1.3 More specific issues and disputes will continue to be managed at the appropriate Department/Health Service levels.
- 1.4 Separate meetings can be held with individual unions on an agreed as needs basis.

2. PARTICIPANTS

- 2.1 Director General, NSW Health Department;
Deputy Director-General, Health System Support;
Director, Employee Relations, Legal and Legislation and General Counsel
Assistant Directors, Employee Relations;
General Secretary or equivalent;
Assistant General Secretary or equivalent;
President or equivalent;
Secretary of the Labor Council of New South Wales (or representative) who will also specifically represent the trades group of unions;
other participants or proxies as agreed by the parties from time to time; and
Nominee of the Minister for Health.

3. PROCESS

- 3.1 The Peak Health Industrial Consultative Committee will meet quarterly with any party able to seek a special meeting where circumstances so warrant.
- 3.2 Agenda papers explaining the background to and purpose of each agenda item should be forwarded to Employee Relations in the Department at least two weeks before each meeting. The Department will forward a proposed agenda with copies of all agenda papers one week before each meeting to each of the participants nominated above.
- 3.3 Minutes shall be forwarded to each participant as soon as possible following the meeting and will also be forwarded to the Minister for Health.

AREA JOINT CONSULTATIVE COMMITTEE (AJCC)

1. OBJECTIVES/ROLE

- 1.1 The AJCC is a forum for consultation and discussion between the Health Service and health unions. For the purposes of facilitating the transfer to the new Health Service structure to commence on 1 January 2005, AJCCs will be convened and will consider issues as they relate to the new Health Service structure from 1 November 2004.

The AJCC will:

- discuss corporate strategies and organisational change;
 - consult on issues that will have an impact on employees at large;
 - consult on issues of implementation of policy and organisational change;
 - deal with matters of Health Service-wide significance and matters, which cannot be resolved at health facility level;
 - attempt to resolve issues, difficulties and disputes, which may arise in relation to any of the above matters where it is reasonable and appropriate to do so;
 - consider issues related to compliance with awards and enterprise agreements.
- 1.2 The AJCC will not participate in industrial matters that are being handled through ordinary negotiations or dispute procedures between management/unions and employees.

2. MEMBERSHIP

- 2.1 The AJCC membership will be:

- the Administrator/CEO and other Health Service management deemed necessary by the Administrator CEO to give full and proper effect to outcomes or matters agreed to be actioned;
- the respective union head office representatives or nominees, including a representative or nominee of the trades group of unions;
- up to four workplace delegates each from the HSU, NSWNA and ASMOF and one delegate representing the trades group of unions.

- 2.2 Alternative representatives may be nominated, but the parties should attempt to achieve continuity of representation.
- 2.3 The Health Service management and unions will determine their representatives to the AJCC.
- 2.4 The Labor Council may be invited to attend the AJCC if requested by one of the parties, having regard to the importance of the matter, and the extent to which the Labor Council can assist in the consultative process.
- 2.5 The Committee may, at its discretion, allow non-member observers and advisers to attend meetings of the Committee to facilitate the process where certain specialist advice etc. is required.

3. PROCESS

- 3.1 The AJCC will meet at least quarterly, and should be scheduled in a way to maximise the ability of participants to attend. Unions and management can seek a special meeting, where the circumstances so warrant, by notifying the Chairperson of the request for such a meeting with 14 days notice (unless otherwise determined by the AJCC). The parties must mutually agree to convene a special meeting, with agreement not being unreasonably withheld. It is anticipated that more frequent AJCC meetings will be convened at times of significant change.

Minutes from the most recent SCC meetings should be made available to the AJCC for both background information and, where relevant, so that the AJCC can deal with a particular issue.

- 3.2 Where a major issue is identified by the AJCC as requiring further consideration, the AJCC may, by mutual agreement of the parties, establish a special ad hoc committee with a specified task and timeframe of operation. Such a Committee would consider the issue referred to it and report and/or make recommendations to the AJCC.
- 3.3 The Health Service will provide secretariat support, which will include keeping minutes and preparing the meeting agenda, which should be sent out to members one week prior to the scheduled meeting. Minutes from the most recent SCC meetings from within the boundaries of the AJCC should be included in the meeting papers for background information.
- 3.4 Members of the AJCC should notify agenda items at least two weeks prior to the scheduled meeting. Minutes will be distributed as soon as possible after the meeting and will also be provided to Staff Consultative Committees within the Area.
- 3.5 Where a union head office representative cannot attend a meeting, and a local nominee attends instead, the minutes will be forwarded to the union head office.
- 3.6 The Health Service will provide a meeting venue and will be responsible for any additional costs, such as travel, associated with the attendance of workplace delegates at meetings. Attendance by workplace delegates at these meetings will be counted as time worked. Where the time and expense involved in personal attendance at meetings makes participation via teleconference or videoconference more practical, this should occur.
- 3.7 The Chairperson of the AJCC will be the Administrator/CEO. In the event that the Administrator/CEO is unavoidably prevented from attending the AJCC, his or her nominee will chair the meeting.
- 3.8 While all business conducted by the AJCC should be as transparent and accessible as possible, it is recognised that certain commercial in confidence or like material, may from time to time come before the AJCC. In such a case usual confidentiality arrangements apply to the nominated material.

STAFF CONSULTATIVE COMMITTEE (SCC)

1. OBJECTIVES/ROLES

- 1.1 The SCC is a forum for consultation and discussion between management, unions, their delegates and staff at each health facility. A health facility means all units, divisions or centres within the health facility. Where functions are performed outside of health facilities (eg administration, warehousing, community nursing) management and unions should agree on the viability of a SCC in those circumstances or the most suitable location for such consultation.

The SCC will:

- discuss organisational issues including organisational change as it relates to the particular health facility;
- consult on issues that will have an impact on employees at the health facility;
- consult on issues regarding implementation of policy and organisational change;
- generally deal with issues, which have a health facility focus, including matters related to award/agreement conditions;
- attempt to resolve issues in relation to any of the above matters where it is reasonable and appropriate to do so.

- 1.2 Where a matter remains unresolved at an SCC level it may be referred to the AJCC for consideration, where it is reasonable to do so, having regard to the role of the AJCC.
- 1.3 The SCC will not participate in industrial matters, which are being handled through ordinary negotiations or dispute procedures between management/unions and employees.

2. MEMBERSHIP

- 1.2 The SCC membership will be:

- Health facility management; and
- union delegates nominated by respective unions.

- 2.2 Union head office staff will also be invited to attend SCC meetings. However, their inability to attend does not prevent SCC meetings occurring.
- 2.3 Alternative representatives may be nominated, but the parties should attempt to achieve continuity of representation.
- 2.4 Health Service management and unions will appoint their representatives to the SCC. Health Service management will be represented at a level deemed necessary by the Administrator/CEO to give full and proper effect to outcomes or matters agreed to be actioned. 2.5 All relevant clinical and support strands within the health facility should be represented on the SCC.

3. PROCESS

- 3.1 The SCC will meet at least quarterly, with any party being able to seek a special meeting where the circumstances so warrant, by notifying the Chairperson of the request for such

meeting within 14 days notice (unless otherwise determined by the SCC). The parties must mutually agree to convene a special meeting, with such agreement not being unreasonably withheld. It is anticipated that more frequent SCC meetings will be convened at times of significant change.

SCC meetings should be scheduled at times to ensure that the minutes from each SCC are available at the next AJCC meeting.

- 3.2 The Chairperson of the SCC shall be the most senior health facility manager. In the event that the most senior facility manager is unavoidably prevented from attending the SCC, his or her nominee will chair the meeting.
- 3.3 The health facility will be responsible for providing secretariat support, which will include the keeping of minutes, preparation and distribution of agenda prior to the meetings, and distribution of the minutes as soon as possible following a meeting of the SCC. A copy should be forwarded to the Chairperson of the OH&S Committee for information. The minutes should also be displayed on accessible staff notice boards.
- 3.4 Where a union head office representative is unable to attend a meeting, and a local nominee attends instead, the minutes will in any event be forwarded to the union head office.
- 3.5 The health facility will provide a meeting venue and will be responsible for any additional costs, such as travel, associated with the attendance of workplace delegates at meetings. Attendance by workplace delegates at these meetings will be counted as time worked. Where the time and expense involved in personal attendance at meetings makes participation via teleconference or videoconference more practical, this should occur.
- 3.6 The conduct of the business of the SCC should be as transparent and as accessible as possible to members of the SCC and those they represent, including the provision of relevant documentation when requested from time to time, relevant to deliberations of the SCC.

UNION SPECIFIC CONSULTATIVE COMMITTEE (USCC)

1. OBJECTIVES/ROLES

- 1.1 The USCC is a forum for consultation and discussion between management, a specific union, their delegates and staff in a particular Health Service. Unions and management can seek to have a USCC convened where significant reforms will have major impact on the employees covered by a specific union.
- 1.2 The USCC will:
- discuss organisational issues including organisational change as it relates to its members in the Health Service;
 - consult on issues that will have an impact on employees at the Health Service;
 - consult on issues regarding implementation of policy and organisational change;
 - generally deal with issues, which have a Health Service focus;
 - attempt to resolve issues difficulties and disputes that may arise in relation to any other of the above matters where it is reasonable and appropriate to do so.
- 1.3 The USCC will not participate in industrial matters, which are being handled through ordinary negotiations or dispute procedures between management/unions and employees.

2 MEMBERSHIP

- 2.1 The USCC membership will be:
- the Administrator/CEO and other Health Service management;
 - a union head office representative or nominee;
 - up to four workplace delegates from the specific union.
- 2.2 Alternative representatives may be nominated, but the parties should attempt to achieve continuity of representation.
- 2.3 Health Service management and unions will appoint their representatives to the USCC.

3. PROCESS

- 3.1 The USCC will meet at least quarterly, with any party being able to seek further meetings where the circumstances so warrant, by notifying the Chairperson of the request for such meeting within 14 days notice (unless otherwise determined by the USCC). The parties must mutually agree to convene further meetings, with agreement not being unreasonably withheld. It is anticipated that during times of significant change, a USCC will meet more frequently than the minimum specified in this clause.
- 3.2 The Chairperson of the USCC will be the Administrator/CEO. In the event that the Administrator/CEO is unavoidably prevented from attending the USCC, his or her nominee will chair the meeting.
- 3.3 The Health Service will be responsible for providing secretariat support, which will include the keeping of minutes, preparation and distribution of agenda prior to the meetings, and distribution of the minutes as soon as possible following a meeting of the USCC. The

minutes should also be displayed on accessible staff notice boards.

- 3.4 Where a union head office representative is unable to attend a meeting, and a local nominee attends instead, the minutes will in any event be forwarded to the union head office.
- 3.5 The health facility will provide a meeting venue and will be responsible for any additional costs, such as travel, associated with the attendance of workplace delegates at meetings. Attendance by workplace delegates at these meetings will be counted as time worked. Where the time and expense involved in personal attendance at meetings makes participation via teleconference or videoconference more practical, this should occur.
- 3.6 The conduct of the business of the USCC should be as transparent and as accessible as possible to members of the USCC and those they represent, including the provision of relevant documentation when requested from time to time, relevant to deliberations of the USCC.

**MAYNE HEALTH / HSUA
NSW/ACT HOSPITALS
CERTIFIED AGREEMENT**

HSU – INDUSTRIAL

A.J. COQUILLON

Registered AIRC, Melbourne, 22.08.2003

**MAYNE HEALTH/HSUA HOSPITALS
CERTIFIED AGREEMENT 2002-2005**

ARRANGEMENT

Subject Matter	Clause number
PART 1 - APPLICATION AND OPERATION	
Name of Agreement	1.1
Definitions	1.2
Scope of Agreement	1.3
Date and Period of Operation	1.4
Purpose of the Agreement	1.5
PART 2 - RELATED AWARDS AND AGREEMENTS	
Related Awards and Agreements	2.1
Posting of Agreement	2.2
Private Health Insurance and Its Relationship to Hospital Viability	2.3
Productivity Gains in the Private Health Sector	2.4
Procedure for Preventing and Settling Disputes and Grievances	2.5
PART 3 - WAGES AND WAGE RELATED MATTERS	
Wage Increases	3.1
No Other Wage or Labour Cost Increase	3.2
Higher Grade duty	3.3
In-charge allowance	3.4
On-call Allowance	3.5
Meal Break Allowance	3.6
Superannuation	3.7
Public Holidays and Part Time Employees	3.8
PART 4 - LEAVE	
Parental Leave	4.1
Sick Leave / Carer's Leave	4.2
Union Leave	4.3
Professional Development/Conference Leave	4.4
PART 5 - HOURS OF WORK	
Final Document 12.6.03	1

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Roster	5.2
Banking of Hours	5.3
Time in Lieu of overtime	5.4
Split shifts.....	5.5
Twelve hour shifts	5.6
Fixed period of 38 hrs /week.....	5.7
Flexibility of Worksites	5.8
Travel Allowance.....	5.9
Attendance at Meetings and Fire Drills	5.10
PART 6 – CLASSIFICATIONS	
Casual employees	6.1
Conditions relating to permanent part time employees	6.2
Permanent Flexible Employee	6.3
PART 7 – MISCELLANEOUS	
Anti-Discrimination	7.1
Uniforms	7.2
Occupational Health and Safety	7.3
Managing Diversity.....	7.4
Guarantee of Award and Other Conditions of Employment.....	7.5
Protection of Accrued Entitlements.....	7.6
Existing Industrial Relations Structures	7.7
Transmission of Business.....	7.8
Renewal or Replacement of Agreement.....	7.9
Access to New Employees	7.10
SCHEDULES	
Wage Rates	Schedule A
Allowances	Schedule B

No employee shall suffer an overall reduction in wages or conditions of employment as a result of the introduction of this Agreement.

Clause 7.6 - Protection of accrued entitlements

- (a) Mayne has a strong history of ensuring that Employee Entitlements are protected and provided for in any business circumstance.
- (b) The Parties agree that obligations to employees are to be honoured and details of every specific situation are the subject of discussion and agreement.
- (c) Every situation where there is a divestment, integration or change will be considered given the circumstances of the change and employees entitlements protected.

Clause 7.7 - Existing Industrial Relations Structures

- (a) The parties to the Agreement recognise that the existing industrial relations structures, which involve an open and consultative approach to collective bargaining underpinned by the Awards, will positively benefit the employer and employees generally.
- (b) The parties to this Agreement are committed to maintaining such an approach and the employer specifically agrees to recognise the legitimate and constructive role of the Union in representing their members both at a workplace level and an Industrial Commission level.

Clause 7.8 - Transmission of business

If:

- (a) a business (or part of the business) is transmitted from Mayne to another employer ("the transferee"); and
- (b) an employee who at the time of the transmission was an employee of Mayne in that business becomes an employee of the transferee;

then:

- (c) the continuity of the employment of the employee is deemed not to have been broken by reason of the transmission;
- (d) the period of employment which the employee has had with Mayne or any prior transmitter of the business (or part of the business) to Mayne is deemed to be service of the employee with Mayne; and
- (e) the employee has no entitlement to be paid any severance amount or benefit upon cessation or termination of employment of the employee by Mayne.

In this subclause:

"business" includes:

- (f) a trade, process, business or occupation;
- (g) part of a business;

"Mayne" means:

- (h) Mayne Group Limited;
- (i) any company which is a related body corporate of Mayne Group Limited within the meaning of the Corporations Act 2001;
- (j) "transmission" includes transfer, conveyance, assignment or succession whether by agreement, by operation of law or otherwise and "transmitted" has a corresponding meaning.

Clause 7.9 - Renewal or Replacement of Agreement

- (a) The parties agree to re-open negotiations four months prior to the expiry of the Agreement with a view to negotiating a replacement agreement.

Clause 7.10 - Access to New Employees

- (a) The HSUA shall be permitted to attend and make a 15 minute presentation and distribute relevant material to new employees on a periodical basis.