

Your next pay increase? Who knows!

Dear Member,

Due to dithering and delays from Catholic Healthcare management, we are now overdue to start bargaining for your new enterprise agreement. The union is worried that this will impact your upcoming pay increase and we are taking steps to fix this.

We want to make sure that you have a good agreement in place, one that protects your conditions at work and secures a fair pay deal.

We had hoped to have a new agreement ready before July 1 (when your next pay increase is due), so that your wage deal was assured and paid to you on time.

The union wrote to management in April, requesting that we start negotiation. There is a clear commitment in your current EBA that says renegotiation will start three months out from the expiry date, which is the end of June. Management responded by saying that they were 'unsure' whether they would even negotiate with us.

Your union wrote to management again this week, notifying that they have a commitment to renegotiate and it's clear in the current Agreement. We also explained that we are now formally in dispute about this (see attached email), and we will be seeking the assistance of the Fair Work Commission to resolve the dispute so that we can commence enterprise bargaining.

It is not fair to jeopardise your pay increase by leaving things to the last minute. We are concerned that Catholic Healthcare will unfairly try to force people to accept a deal at the last minute and may even threaten back pay if members don't agree to the offer. At this stage, we don't even have an offer on the table.

Our first order of business in this negotiation will be calling for any new pay deal to be back paid to 1 July, when it is due. It is never fair to penalise hard working union members because management wasn't prepared or willing to start talks about your pay and conditions on time.

We will keep members up to date on this matter. If your colleagues are not yet HSU members, please ask them to join today either online at www.hsu.asn.au/join or by calling 1300 478 679.

In unity,



Gerard Hayes
Secretary, HSU NSW/ACT/QLD

From: Chris Friend [<mailto:Chris.Friend@hsu.asn.au>]

Sent: Monday, 7 May 2018 5:13 PM

To: [REDACTED] <[\[REDACTED\]@chcs.com.au](mailto:[REDACTED]@chcs.com.au)>

Subject: RE: Catholic Healthcare Residential Aged Care Enterprise Agreement (NSW) 2015-2018

Dear [REDACTED],

Thanks for you email. Rob has discussed this matter with me and the union has a very different view of the current enterprise agreement and the parties responsibilities.

The Catholic Healthcare Residential Aged Care Enterprise Agreement (NSW) 2015-2018 clearly contains a commitment to renegotiate the Agreement at part A15.

This commitment binds the parties – defined at part A3 of the agreement – to commence renegotiation within 3 months from the expiry date of the Catholic Healthcare Residential Aged Care Enterprise Agreement. The expiry date being 30 June 2018 (as clearly defined at part A4 ‘*Date and Duration*’) means that renegotiation must commence by 31 March 2018.

Clearly, the parties have not met this deadline. Catholic Healthcare Ltd, as the employer, has not issued the Notice of Employee Representational Rights (NERR). Therefore, the obligation of part A15 of the agreement, has not been met.

Part A15 of the agreement does not exist on the condition that Catholic Healthcare ‘decides’ to bargain or not. Such an interpretation is against the plain reading of the clause and is not what was communicated to staff as the intention of the clause. It is the Union’s submission that this clause clearly binds the parties to a renegotiation process and that was the intention that was put to staff, when they voted on this Agreement.

Equally an offer to ‘roll-over’ the conditions of the Agreement for a period of 12 months would still need to be formally put to the parties for consideration – during a bargaining period as contemplated in clause A15 – and put to a vote of staff. It cannot simply be a unilateral decision of management and this clause does not allow that to happen in any way.

With such a clear disagreement on the operation of this clause and the fundamental responsibilities it addresses, the Union has no alternative but to formally notify that we are in dispute on this issue, as per part A11 of the agreement.

Given your seniority in the organisation, it would appear that Step 1 of the dispute resolution procedure is now exhausted. We feel that it is unlikely to resolve the dispute by escalating the matter any higher and as such have no alternative but to progress to Step 2 which involves referring the dispute to the Fair Work Commission for assistance by mediation, as a first step.

Short of an urgent change of understanding on behalf of Catholic Healthcare, the union intends to notify the Commission of this dispute over the coming days, and we will serve notice on you as the representative of Catholic Healthcare accordingly.

Please don’t hesitate to contact me if it will assist.

Regards,

Chris

Chris Friend
Bargaining Officer
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Sydney NSW 2000