

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/332

TITLE: FPA Health Agreement 2000

I.R.C. NO: 2000/5279

DATE APPROVED/COMMENCEMENT: 10 November 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 34

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to all administration and health promotion employees

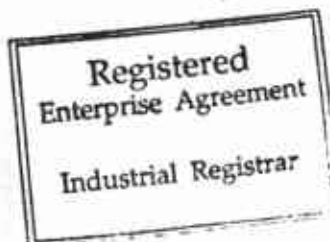
PARTIES: FPA Health Ltd -&- Australian Services Union of NSW



**FPA HEALTH
ENTERPRISE AGREEMENT 2000**

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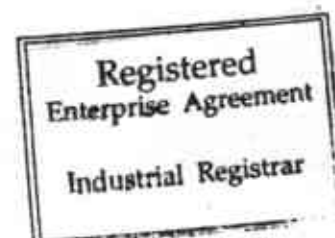
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Other Related Documents

FPA Health Code of Conduct
 FPA Health Travel Allowance Procedure
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 FPA Health Regrading Procedure



INDUSTRIAL AGREEMENT
FPA Health Enterprise Agreement 2000

1. TITLE OF AGREEMENT

The Agreement shall be known as the FPA Health Agreement 2000.

No employee shall suffer a reduction in rates of pay or conditions of employment as a result of the expiry of the Agreement.

2. PARTIES TO THE AGREEMENT

An Enterprise Agreement, pursuant to the NSW Industrial Relations Act 1996 in accordance with the provision of S. ~~29~~²⁹ of the Act, entered into between:

FPA Health 328-336 Liverpool Road, Ashfield NSW 2131.

Australian Services Union of NSW (ASU) Suite 2, Level 2 619 Elizabeth St Redfern NSW 2016

3. AREA, INCIDENCE AND DURATION

- (a) This Agreement shall apply to all administration and health promotion persons in the employ of FPA Health
- (b) This Agreement shall take effect from date of registration and remain in force for three years.
- (c) Parties are to commence negotiations six months prior to expiration of this agreement.

4. CONTRACT OF EMPLOYMENT

4.1 All employees will be engaged either on a full time, part time, casual or fixed term basis.

4.2 Terms of Engagement

(a) FPA Health shall inform each employee in writing as to the terms of engagement and, in particular whether they are a full-time, part-time, fixed term or casual employee

(b) FPA Health shall provide each employee upon engagement with a job descriptions outlining duties to be performed and hours of work.

4.3 Permanent Full-time Employees

(a) A Full time employee works 152 hours per month over a 19 day month (ie 38 hour week).

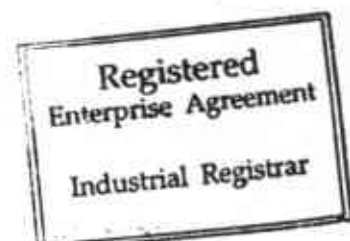
- (b) Existing employees employed prior to 4 September 2000 will retain working hours of 35 hours per week but will work an additional 22 minutes per day over 19 days in order to accrue a rostered day off on the 20th day. The hourly rate divisor would remain 1/35th

4.4 Permanent Part-time Employees

- (a) A permanent part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by permanent full-time employees, but not less than four hours in any one day.
- (b) A permanent part-time employee shall be paid an hourly rate calculated by dividing the ordinary weekly salary of an equivalent full-time employee by the number of ordinary hours worked per week by such equivalent full-time employee.
- (c) Existing part-time employees employed prior to 4 September 2000 will retain the hourly rate divisor of 1/35th
- (d) A permanent part-time employee shall receive the conditions of employment provided for by this Agreement for permanent full-time employees at a rate in proportion to the number of hours worked each week by such part-time employee.

4.5 Casual Employees

- (a) A casual employee means an employee who is engaged intermittently for work of an unexpected or casual nature and does not include an employee who could properly be engaged as a full-time or part-time employee, as defined in Clause 4, or those employed on fixed term contract engaged in accordance with this Agreement.
- (b) An employee engaged as a casual employee shall be engaged for a minimum period of two consecutive hours for each period of engagement.
- (c) The ordinary hours for a casual employee shall be within the ordinary span of hours specified in Clause 11(a) of the Agreement.
- (d) A casual employee shall be paid an hourly rate calculated by dividing the ordinary weekly salary of an equivalent full-time employee by the number of ordinary hours worked per week by such equivalent full-time employee plus a loading of 15%.



4.6 Fixed Term Employees

- (a) A contract employee shall mean an employee engaged for a fixed term.
- (b) Upon engagement of a contract employee, the employer shall furnish to the employee a written contract stating the duration of the contract, conditions of work and rate of pay in accordance with this Agreement.

5. TEACHING CONDITIONS

- (a) An employee's teaching hours per quarter shall not exceed 60% of the employee's hours of work.
- (b) In any teaching session an employee shall not be required to teach continuously for a period in excess of two hours.

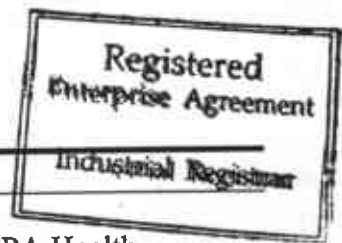
6. SHORT FALLS OF MONEY

Employees will not be held responsible for short falls of money collected and dealt with in the course of their duties, and will not have to make up such short falls provided that such monies are collected in a manner authorised by the employer. Please refer to the FPA Health Cash Handling Procedure

7. SALARIES

- (a) Rates of pay are set out in Table 1 (page 13) of this agreement.
- (b) Wages shall be paid fortnightly. All employees of FPA Health will be paid by electronic funds transfer. A pay slip stating gross wage, deductions and the net amount payable shall be issued. When a short fall occurs, payment will be made to the employee by cheque.
- (c) Receptionists required to instruct new workers shall be entitled to an extra loading of \$1.50 per hour for time spent instructing. Only one new trainee (nurse, doctor, receptionist, or telephone booking person) shall be trained in any one session, that is either sessional work or booking work, and employees required to instruct new trainees shall be notified in advance.

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8. CLASSIFICATIONS & PROGRESSION

- (a) Employees shall be appointed to the appropriate level of the FPA Health classifications as set out in clause 8 (d)
- (b) Existing employees at the commencement of this agreement will be classified and progress at the level(s)/year(s) of service as per translation table below.

Translation Table

Column A Old Classifications	Column B New Classifications	Column C Incremental Progression
Receptionist 1-3	Level 1, Year 1	Increment through level 1 only
Receptionist 4	Level 1, Year 2	Increment through level 1 only
Receptionist 5	Level 1, Year 3	No Increment, top of the scale
Clinic Clerk 9	Level 2, Year 1	Increment through level 2 only
Payroll Assistant 1	Level 2, Year 2	Increment through level 2 & 3 only
Payroll Assistant 2	Level 2, Year 3	Increment through level 2 & 3 only
Payroll Assistant 3	Level 3, Year 1	Increment through level 2 & 3 only
Clinic Administration Assistant excluding W/house & Fairfield - 1	Level 2, Year 3	Increment through level 2 & 3 only
Clinic Administration Assistant excluding W/house & Fairfield - 2	Level 3, Year 1	Increment through level 3 only
Clinic Administration Assistant excluding W/house & Fairfield - 3	Level 3, Year 2	Increment through level 3 only
Clinic Administration Assistant Warehouse and Fairfield-1	Level 3, Year 1	Increment through level 3 only
Clinic Administration Assistant Warehouse and Fairfield-2	Level 3, Year 2	Increment through level 3 only
Clinic Administration Assistant Warehouse and Fairfield-3	Level 3, Year 3	No Increment, top of the scale
Library Technician - 1	Level 2, Year 3	Increment through level 2 & 3 only
Library Technician - 2	Level 3, Year 1	Increment through level 3 only
Courses Administration Assistant -1	Level 3, Year 2	Increment through level 3 only
Courses Administration Assistant -2	Level 3, Year 3	No Increment, top of the scale
Accounts Receivable/Payable Clerk -1	Level 3, Year 2	Increment through level 3 only
Accounts Receivable/Payable Clerk -1	Level 3, Year 3	No Increment, top of the scale
Secretary to Medical Director/Nurse Advisor - 1	Level 4, Year 1	Increment through level 4 only
Secretary to Medical Director/Nurse Advisor -2	Level 4, Year 2	Increment through level 4 only
Purchasing Officer -1	Level 4, Year 1	Increment through level 4 only
Purchasing Officer -2+	Level 4, Year 2	Increment through level 4 only
Payroll Officer -3+	Level 4, Year 3	No Increment, top of the scale
Bookshop Administrator -2	Level 4, Year 3	No Increment, top of the scale
Publications Officer -2	Level 5, Year 3	No Increment, top of the scale
Educator/Youth Worker/ Counsellor- 6	Level 5, Year 1	Increment through level 5 & 6 only
Educator/Youth Worker/ Counsellor- 7	Level 5, Year 2	Increment through level 5 & 6 only
Educator/Youth Worker/ Counsellor- 8	Level 6, Year 2	Increment through level 6 only
Secretary to CEO-3	Level 6, Year 2	Increment through level 6 only
Educator/Youth Worker/ Counsellor- 9	Level 6, Year 3	Increment through level 6 only
Librarian- 9	Level 6, Year 3	Increment through level 6 only
Accountant	Level 8c	Performance Based Increments

- (c) Incremental progression will be automatic on twelve months continuous full time service at the same classification level. This clause will only apply to Classifications levels 1-6 inclusive.
- (d) All employees covered by this Agreement will be classified within FPA Health - administrative and health promotion levels. There are eight levels as follows:

LEVEL 1

A person employed as a Level 1 shall work under close direction and undertake routine activities which require practical application of basic skills and techniques.

Work is performed under close supervision requiring the application of basic skills and routines such as providing receptionist services. Employees will be responsible for the time management of their work and required to use written and verbal communication skills and be numerically competent.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- apply established practices and procedures
- provide routine information including general reception and telephonist duties.
- perform routine office duties involving filing and maintenance of an existing records system.
- operate equipment such as, photocopying and facsimile machines.
- the receiving and accounting for monies and assistance to clients
- straight forward operation of personal computers and printers for data input at a basic level.

LEVEL 2

A person employed as a Level 2 shall work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

General features at this level consist of undertaking a range of operational and administrative tasks under general instruction and close supervision but with discretion in selecting the most appropriate method and sequence.

Employees will be responsible for managing time, planning and organising their work and may be required to oversight the work of a limited number of lower classified employees.



Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- achieve outcomes which are clearly defined
- assist senior employees with special projects
- operate a word processor and/or other business software and be proficient in their use.
- operate a desk top publisher at a routine level.
- perform tasks of a sensitive nature, including the provision of more than routine information, and assistance to clients.
- perform the actual calculation of salaries in addition to other pay office duties.

LEVEL 3

A person employed as a Level 3 shall work under general direction in the application of procedures, methods and guidelines which are well established.

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through previous work experience. Employees will be responsible for managing and planning their own work, however assistance is available from their supervisor.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- undertake responsibility for various activities in a specialised area, (eg clinic, accounts, library or health promotion areas.)
- assist senior employees with more complex tasks or projects.
- exercise initiative in the application of established work
- receive, allocate and prepare for processing accounts and invoices approved for payment.

LEVEL 4

A person employed, as a level 4 shall work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

General features at this level require the application of knowledge and skills which are gained through qualification and/or previous work experience. Employees will be expected to have the ability to make decisions and exercise initiative in day to day operational matters, set priorities and monitor work flow as a normal part of the duties.



Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge.
- provide secretarial assistance requiring judgement, initiative, confidentiality and sensitivity in the performance of work for a member of the senior management team.
- exercise advanced skills and knowledge in respect of pay office functions.
- liaise with other professionals at a technical/professional level.
- provide a reference, research and/or technical information service.
- perform duties of a specialised nature (eg purchasing supplies and equipment etc)

LEVEL 5

A person employed as a Level 5 shall work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience in a discipline.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- assist in the development and implementation of health promotion and/or developmental programs for clients.
- provide secretarial assistance requiring high degree of judgement, initiative, confidentiality and sensitivity in the performance of work for a member of the senior management team.
- coordinate all facets of publications, including design and layout of publications/displays and editing
- provide reports on progress of program activities including recommendations.
- exercise a high level of interpersonal skills in dealing with the public and other organisations.

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LEVEL 6

A person employed as a Level 6 shall operate under limited direction from senior employees or management.

General features at this level allow employees the scope to influence the operational activities of the organisation. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees.

It is expected that employees at this level will be responsible for projects and/or functions will be required to establish outcomes to achieve organisational goals.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- provide personal assistance requiring high level of judgement, initiative, confidentiality and sensitivity in the performance of work for the Chief Executive Officer.
- provide executive assistance to the FPA Health Board.
- develop, plan and supervise the implementation of health promotion and/or developmental programs for clients.
- assist with the preparation of program budgets in liaison with management.
- ability to manage physical and financial resources to ensure the successful completion of a project.
- ability to delegate work to subordinates where appropriate.

LEVEL 7

A person employed as a Level 7 shall operate under limited direction from management and may be responsible for a project or projects across FPA Health.

Features of this level demand that the individual may lead a team of other professionals, plan, coordinate and evaluate projects across FPA Health. Individuals at this level will have recognised expertise and strong leadership skills in their discipline. They will also have the ability to provide advice to internal clients and external agencies within their discipline area.

Employees require an understanding of the long-term goals of the organisation. Employees will be required to set outcomes for their work areas for which they are responsible so as to achieve the objectives of the organisation.

Managing time is essential so outcomes can be achieved. A high level of communication skills are required to provide effective advice to internal clients and external agencies.



Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- plan and present project ideas, plans, recommendations and evaluations
- work under limited direction work within project priorities.
- provide advice to internal clients and external agencies within their discipline area.
- manage physical and financial resources to ensure the successful completion of a project.
- develop, plan, coordinate and evaluate the implementation of health promotion and/or developmental programs for internal and external clients.
- ability to delegate work to subordinates where appropriate.
- excellent written, oral and presentation communication skills

LEVEL 8

A person employed as a Level 8 shall operate under limited direction from management.

General features at this level require involvement in establishing the operational activities of the organisation and requires employees to be involved with establishing operational procedures which impact on activities undertaken. Positions at this level will demand responsibility for decision making, the provision of expert advice and the ability to resolve conflict.

Employees require a good understanding of the long-term goals of the organisation. Employees will be required to set outcomes for the work area for which they are responsible so as to achieve the objectives of the organisation.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues and develop and motivate staff.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- undertake a range of duties within the work area, including developing work practices and procedures.
- work under limited direction as to work priorities and the detailed conduct of the tasks.
- responsible and accountable for the day to day operational of a Centre or work area.
- supervise other specialised professional staff.
- manage conflict of resources or priorities
- implement effective staff management and employee relations practices.
- contribute to strategic planning processes
- development of business plans and on going monitoring.

9. HIGHER DUTIES ALLOWANCE

- (a) Any employee when directed to perform the majority of the duties and assume the majority of the responsibilities of another employee for a period in excess of three days, such employee shall be paid, in addition to the employee's then current salary, an allowance for the period worked while performing higher duties, calculated as the difference between the salary of the employee directed to undertake the higher duties and the minimum salary which such employee would be entitled if appointed to the higher position.
- (b) Where an employee is directed on any one day to perform the work of another employee which attracts a lower rate such employee shall not suffer any reduction in the rate of pay.

10. TRAVEL ALLOWANCE AND ACCOMODATION ALLOWANCE

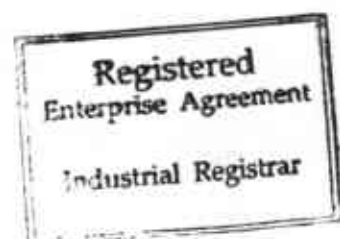
- (a) An employee who with the approval of the employer uses their own vehicle on official business shall be paid a kilometrage rate equivalent to the rates prescribed from time-to-time by New South Wales Department of Health Official Travel Circular or any such provisions which may replace that regulation subject to the FPA Health Travel Allowance Procedure
- (b) An employee on official business, who is not in receipt of travel allowance as per Subclause (a); shall be recompensed any fares incurred.
 - (i) An employee who, with the approval of the employer, travels overnight on official business, shall be entitled to an allowance equal to the rates prescribed by New South Wales Department of Health Official Travel Circular as is in force from time to time or any such provisions which may replace this regulation.
 - (ii) Where actual expenses for accommodation and/or meals are claimed, an employee shall submit receipts and other appropriate documentation for reimbursement to the employee's supervisor and shall be reimbursed accordingly.
- (c) An employee who, with the approval of the employer, travels on official business for a day trip only, shall be entitled to Meal Allowances equal to the rates prescribed by New South Wales Department of Health Official Travel Circular as is in force from time to time or any such provision which may replace this Regulation



TABLE 1

FPA Health Salary Banding

	September 2000- 6%	March 2001- 2%	March 2002- 3%
Level 1	25 952	26 471	27 265
2nd yr	26 622	27 154	27 969
3rd yr	27 292	27 838	28 673
Level 2	27 861	28 418	29 271
2nd yr	28 828	29 404	30 286
3rd yr	30 591	31 202	32 138
Level 3	31 345	31 972	32 931
2nd yr	32 300	32 946	33 935
3rd yr	33 100	33 762	34 774
Level 4	34 195	34 878	35 925
2nd yr	35 046	35 747	36 820
3rd yr	37 334	38 081	39 223
Level 5	38 735	39 509	40 695
2nd yr	40 356	41 164	42 398
3rd yr	41 427	42 256	43 523
Level 6	41 427	42 256	43 523
2nd yr	42 190	43 034	44 325
3rd yr	43 791	44 667	46 007
Level 7 A	45 103	46 005	47 385
Level 7 B	46 415	47 344	48 764
Level 7 C	47 728	48 682	50 143
Level 8 A	49 040	50 021	51 521
Level 8 B	49 081	50 063	51 565
Level 8 C	50 062	51 063	52 595





11. HOURS OF WORK

- (a) The ordinary hours of work will be 8 hours per day (exclusive of meal breaks) within the ordinary span of hours Monday to Friday 8am – 9pm.
- (b) Existing employees employed prior to 4 September 2000 will work 7 hour and 22 minutes per day (exclusive of meal breaks) within the above spread.

12. OVERTIME

- (a) All time worked in excess of the ordinary hours must be authorised by a supervisor prior to the time the work is carried out and shall be paid at the following rate:
 - (i) Time and a half the ordinary rate of pay for the first two hours and double time thereafter. Sundays shall be paid at double time.
 - (ii) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time they are recalled provided that the employees shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.
 - (iii) An employee who works authorised overtime outside the span of hours, shall be paid all fares reasonably incurred for travel from the place of work.

13. LEAVE IN LIEU OF PAYMENT

- (a) An employee who works a minimum of one (1) hours approved overtime may elect to take leave in lieu of payment for such overtime, calculated in accordance with Clause 12 Overtime. Such election must be made in writing by the end of the pay period in which it is accrued.
- (b) Time in lieu accrued hereunder must be taken within four pay periods after the expiry of the pay period in which the entitlement was accrued, failing which such leave shall be forfeited.
- (c) The maximum time in lieu time which can be accumulated shall be equivalent to the hours worked for one week.
- (d) The maximum time in lieu which may be added to annual leave shall be one week. Such time in lieu shall not attract annual leave loading.

14. MEAL AND REST BREAKS

- (a) An employee shall not be required to work for more than five hours without an unpaid meal break of at least half an hour.
- (b) Tea Breaks

Employees may take a ten minute morning and afternoon tea break only on the understanding that a minimum of interruption takes place in the discharge of business.

15. ANNUAL LEAVE

- (a) Annual leave shall be granted to a full-time employee at the rate of twenty working days per year.
- (b) Such leave shall be taken on its due date or as it is mutually convenient thereafter.
- (c) After twelve months service, before proceeding on annual leave, an employee shall be paid an annual leave loading calculated as 17.5% of gross wages for the period of annual leave.
- (d) Annual leave shall accrue to a maximum of two years entitlements only.

16. SICK LEAVE

- (a) An employee shall be entitled to be absent without loss of pay on account of personal ill-health, or injury, for a period not exceeding 10 days in the first year of service and 15 days in the second year of service and thereafter.
- (b) An employee taking sick leave must satisfy the employer that the leave was in fact required for health purposes by the production of a doctor's certificate. The employer may dispense with the requirement of a medical certificate where the absence is less than three consecutive days.

If the employer intends to request a doctor's certificate for periods of sick leave of less than three consecutive days, then the employer will advise the employee in advance.

- (c) An employee shall be entitled to accrual of sick leave as follows:

Existing staff retain their accumulated sick leave as at 1/7/96.

In all other cases the maximum accrual of sick leave will be 75 days.

- (d) Special consideration may be given to staff members who have a medical condition which results in them running out of sick leave. In this situation application may be made to the Chief Executive Officer for paid sick leave. Each case will be dealt with individually, on its merits, taking into account the circumstances.
- (e) The employer shall not terminate the service of an employee while that employee is on sick leave pursuant to Subclauses (a) and (b) of this Clause.
- (f) If the employee becomes sick or is injured while on annual leave such that the employee is unable to derive benefit for annual leave, the employee shall be granted leave under Subclause (a) of this Clause equivalent to the period of sickness or injury occurring within the scheduled period of annual leave. Proof of such illness or injury shall be furnished to the employer.

17. PUBLIC HOLIDAYS

- (a) An employee normally rostered to work shall be entitled to holidays on the following days without deduction of pay:
- (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (ii) The following days, as prescribed:
- Australia Day;
 - Anzac Day;
 - Queen's Birthday; and
 - Labour Day.
- (iii) An additional day's holiday shall be taken in each twelve months of employment on New Year's Eve, or if such falls on a weekend, the last working day immediately prior thereto. This is to be observed in lieu of an Annual Union Picnic Day.
- (b)
- (i) When Christmas Day falls on a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (c) An employee who works on a holiday as defined in Subclause 17(a) and 17(b) above, shall be paid at the holiday rate of double time and one half of the appropriate hourly rate of pay.

- (d) Where public holidays are declared or prescribed on days other than those set out in 17 (a) (I) and 17 (a) (ii) above, those days shall constitute additional holidays for the purpose of this Award.
- (e) All Indigenous Australian employees shall be entitled to take leave on the National Aboriginal Day of Celebration on the day that it is celebrated in NSW. By mutual agreement the day may be taken as an annual leave day, a special leave day or to be taken out of accumulated time in lieu accrual.

18. LONG SERVICE LEAVE

Employees shall be entitled to long service leave in accordance with the terms of the NSW Long Service Leave Act, 1955, as amended.

19. MATERNITY LEAVE

- (a) In this clause:
- “Birth” includes stillbirth:
- “Expected date of birth”, in relation to a female employee who is pregnant, means a date specified by a medical practitioner to be the date on which the medical practitioner expects the employee to give birth as a result of the pregnancy.
- (b) A female employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave:
- (i) for a period of not more than 9 weeks on a full-time basis prior to the expected date of birth; and
- (ii) for a further period ending not more than 12 months after the actual date of birth.
- (c) An employee who has been granted maternity leave may, with the permission of the Chief Executive Officer, take leave after the actual leave of birth:
- (i) Full-time for a period not exceeding 12 months; or
- (ii) Part-time over a period not exceeding 2 years, or partly full-time and partly part-time over a proportionate period.
- (d) An employee who has applied for or been granted maternity leave shall, as soon as practicable after the termination of her pregnancy (whether by the birth of a living child or otherwise), notify the Chief Executive Officer of the termination and the date on which it occurred.
- (e) An employee who has been granted maternity leave and who gives birth to a living child shall not resume duty, on either a full-time or a

part-time basis, before the expiration of 6 weeks after the birth of the child, unless a medical practitioner states that she is fit to do so.

- (f) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (g) An employee who resumes duty immediately on the expiration of maternity leave shall.
 - (i) If the position occupied by her immediately before the commencement of that leave still exists – be entitled to be placed in that position; or
 - (ii) If the position so occupied by her has ceased to exist – be entitled to be appointed (subject to the availability of other suitable positions) to another position for which she is qualified.
- (h) Except as otherwise provided by Subclause i(iii), maternity leave shall be granted without pay.
- (i) An employee who:
 - (i) Applied for maternity leave within such time and in such manner as the Industrial Authority may from time to time determine; and
 - (ii) Prior to the expected date of birth, completed not less than 40 weeks continuous service,
 - (iii) Is entitled to payment at her ordinary rate of pay for a period not exceeding 9 weeks of maternity leave or the period of maternity leave taken, whichever is the lesser period.

20. PARENTAL LEAVE

- (a) The first week of parental leave shall be paid and any additional period of parental leave shall be unpaid.
- (b) An employee, upon production to his/her employer of the certificate required by Clause (c)(i) shall be entitled to one or two periods of parental leave, the total of which shall not exceed 2 weeks, in the following circumstances:
 - (i) An unbroken period of up to one week at the time of confinement of his/her spouse/partner;
 - (ii) A further unbroken period of up to 51 weeks in order to be primary caregiver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall

be reduced by any period of maternity leave taken by the employee's spouse/partner in relation to the same child and shall not be taken concurrently with that maternity leave.

- (iii) The employee must have had at least 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon either period of leave.
- (c) At the time specified in Clause (b) hereof the employee must produce to his/her employer.
- (i) A certificate from a registered medical practitioner which names his/her spouse/partner, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
 - (ii) In relation to any period to be taken under Clause(b)(ii) hereof, a statutory declaration stating:
 - He/she will take that period of parental leave to become the primary caregiver of a child; and
 - Particulars of any period of maternity leave sought or taken by his/her spouse/partner.

Notice Requirements

- (d)
- (i) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he/she proposes to start and finish at the period or periods of leave and produce the certificate and statutory declaration required in Clause (c) hereof.
 - (ii) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in Clause (a) hereof if such failure is due to:
 - The birth occurring earlier than the expected date; or
 - The death of the mother of the child, or
 - Other compelling circumstances.
 - (iii) The employee shall immediately notify his/her employer of any change in the information provided pursuant to Clause (c) hereof.





Variation of Period of Parental Leave

- (e)
- (i) Provided the maximum period of parental leave does not exceed the period to which the employee is entitled under Clause (b) hereof:
- the period of parental leave provided by Clause (b)(ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - the period may be further lengthened by agreement between the employer and the employee.
- (ii) The period of parental leave taken under Clause (b)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of Parental Leave

- (f) Parental leave, applied for under Clause (b)(ii) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

21. ADOPTION LEAVE

- (a) The first week of adoption leave shall be paid and any additional period of parental leave shall be unpaid.
- (b) An employee, upon production to the employer of the documentation required by Clause (c) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:
- (i) An unbroken period of up to three weeks at the time of the placement of the child;
- (ii) An unbroken period of up to 52 weeks from the time of its placement in order to be the primary caregiver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse/partner in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
- Any period of leave taken pursuant to Clause (i) hereof; and
 - The aggregate of any periods of adoption leave taken or to be taken by the employee's spouse/partner.

- (iii) The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

Certification

- (c) Before taking adoption leave the employee must produce to the employer:
- (i)
- a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (ii) In relation to any period to be taken under Clause (b)(ii) hereof, a statutory declaration stating:
- The employee is seeking adoption leave to become the primary caregiver of the child; and
 - Particulars of any period of adoption leave sought or taken by the employee's spouse/partner.

Notice Requirements

- (d) (i) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (ii) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes

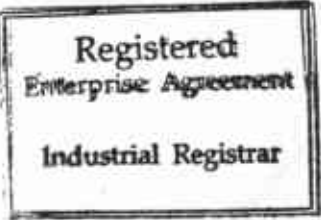
but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of any period of leave to be taken under Clause (b)(i) hereof.

- (iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under Clause(b)(i) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (v) An employee shall not be in breach of this Subclause, as a consequence of failure to give the stipulated period of notice in accordance with clause (ii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse/partner or other compelling circumstances.

Variation of Period of Adoption Leave

- (e) (i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under clause (b) hereof:
 - The period of leave taken under Clause (b)(ii) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which he leave is to be lengthened;
 - The employer and employee.
- (ii) The period of adoption leave taken under subparagraph(b)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.





Cancellation of Adoption Leave

- (f) (i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

An employee, not being an employee entitled to take maternity leave, who is required to fulfil primary parental responsibilities, is entitled to one week's paid leave for the purpose of parental care, provided that such leave is taken within six months of the birth or adoption of the child. Such leave shall be authorised by the Supervisor in consultation with the Chief Executive Officer.

Except for the provision in Clause 19 and 20 above, the Parental Leave provision in the Industrial Relations Act will apply.

22. PERSONAL CARERS LEAVE

(a) Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this Subclause, any current or accrued sick leave entitlement, provided for at Clause 16 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this Subclause where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave in accordance with this Subclause is subject to:
 - (a) The employee being responsible for the care of the person concerned; and
 - (b) The person concerned being:
 - (a) A spouse of the employee; or
 - (b) A de factor spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first

mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) A relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. 'relative' means a person related by blood, marriage or affinity;
 - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(b) Unpaid Leave for Family Purpose

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in a (iii)(b) above who is ill.

23. BEREAVEMENT LEAVE

- (a) Subject to (b), on each occasion the death of a person prescribed in (d) below, an employee other than a casual employee shall be entitled to up to two days paid bereavement leave to attend a funeral or for other matters related to the death.
- (b) Where the death of the person prescribed in (d) below occurs overseas, and there is a need for the employee to travel overseas to attend the funeral or to matters related to the death, or where cultural or religious practices (to which the employee adheres) require the attendance or participation of the employee for a particular period of time, bereavement leave and any other available paid leave or leave without pay must be granted.

- (c) The employee must notify the employer as soon as possible of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (d) Bereavement leave shall be available to the employee in respect to the death of a person in any of the following categories:
 - (i) persons prescribed for the purpose of Personal/Carer's Leave in Clause 22 provided that for the purpose of bereavement leave, the employee need not be responsible for the care of the person concerned; and
 - (ii) divorced spouses or separated partners, provided there is an ongoing personal relationship.
- (e) Without limiting (b) above, bereavement leave may be taken in conjunction with other available leave and also in accordance with Clause 15 and Clause 16.

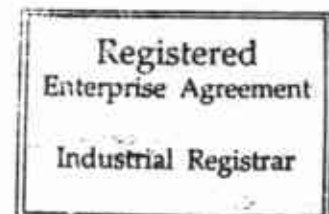
24. LEAVE WITHOUT PAY

- (a) Where an employee has completed at least 12 months continuous service or its equivalent, such employee may be granted leave without pay for a period not less than one week and not more than fifty-two weeks if good and sufficient reason can be shown. Such leave shall not be available if the employee has accumulated Annual Leave or Long Service Leave. Such leave shall be authorised by the Chief Executive Officer in consultation with the employee's supervisor. Subject to the foregoing conditions, such leave shall not be unreasonably withheld.
- (b) Leave without pay shall not break the continuity of service but shall not count as service for the purposes of accrual of entitlements or incremental increases.

25. SPECIAL LEAVE

- (a) An employee may be granted special leave on full pay to a maximum of six days in any two years of service for compassionate reasons which shall include but not be limited to removal of house, termination of pregnancy. This will not be withheld unreasonably.

The amount of Special Leave available to an individual employee may be reduced by the amount of bereavement leave taken over the two year period.



26. OBSERVANCE OF RELIGIOUS DAYS

FPA Health has commitment to valuing the culturally diverse nature of its workforce, particularly in regard to accommodating religious beliefs.

Provided adequate notice is given by the employee, managers should make every effort to accommodate requests to the observance of religious duties by allowing employees to access their accrued leave entitlements or be granted leave without pay.

27. EDUCATION LEAVE

(a) Conference Leave

Refer to FPA Health Staff Development procedure.

(b) Study and Examination Leave

- (i) After 12 months service a permanent employee may apply for paid study leave to a maximum of four hours per week for a full-time employee and pro rata for a part-time employee provided that such course is relevant to the employee's work and is approved by the employee's supervisor in consultation with the Chief Executive Officer.
- (ii) The maximum leave which can be taken in any 12 month period shall be calculated on the basis of four hours multiplied by the number of weeks in the academic year for the course in which the employee is enrolled.
- (iii) The requirements of the employee's position with the employer including the necessity to be at work on specific days or times and availability of relief staff shall be taken into account in consideration of the employee's application.

28. JURY SERVICE/BLOOD DONATION

- (a) An employee shall be entitled to leave to attend jury service. Where payment for such service is less than the employee's normal rate of pay, the employer shall pay the employee such difference for the period of service.
- (b) An employee shall be entitled to paid leave where such leave is for the purpose of donating blood.

Registered
Enterprise Agreement
Industrial Registrar

- (c) Where an employee takes leave under this Clause, the employer may request written proof that leave has been taken for the purpose sought.

29. FAMILY RESPONSIBILITIES

FPA Health consistent with its emphasis on being a family friendly employer, is committed to assisting employees manage the balance between work and family responsibilities.

Accrued Leave entitlements should be reasonably provided to accommodate the competing roles of employees with respect to domestic/ family responsibilities. In circumstances where member(s) of an employee's family requires their assistance. Employees in the first instance should access their Personal Carers Leave see Clause 22.

In reference to employees with children in an emergency child care situation employees with prior contact and approval from their supervisor may bring their child to the workplace. The arrangement must not interfere with the performance of the employee's normal duties.

30. TERMINATION OF SERVICES

NOTICE OF TERMINATION BY EMPLOYER

- (a) In order to terminate the employment of an employee, the employer shall give to the employee a minimum of two weeks notice or payment in lieu thereof.
- (b) Payments in lieu of notice prescribed in Subclause (a) shall be made if the appropriate notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated shall be used.
- (d) The period of notice of this Clause shall not apply in the case of conduct which justifies instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for specific task or tasks.

NOTICE OF TERMINATION BY AN EMPLOYEE

- (e) The notice of termination required to be given by an employee shall be the same as that required of an employer, same and except that there shall be no additional notice based on the age of the employee concerned. If the employee fails to give the required notice then the wages due for the notice period of the employee will be forfeited.

STATEMENT OF EMPLOYMENT

- (f) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

SUMMARY DISMISSAL

- (g) Notwithstanding the provisions of this Clause, an employer shall have the right to summarily dismiss any employee without notice for misconduct which justifies instant dismissal, and in such case the wages shall be paid up to the time of dismissal only.

UNFAIR DISMISSALS

- (h) Termination of employment by an employer shall not be harsh, unjust or unreasonable.
- (i) For the purpose of this Clause, termination of employment shall include terminations with or without notice.
- (j) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position. Termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or reasonable termination of employment.

31. CERTIFICATE OF SERVICE

Upon termination of employment for any reason whatsoever, the employer shall furnish the employee with a certificate of service in the following form:

- (a) Employee's name
- (b) Period of employment, from to
- (c) Title of position
- (d) Nature of work
- (e) Nature of employing body

Signed

Stamp of Employer

Date



32. STAFF CONSULTATIVE COMMITTEE (SCC)

The role of the SCC is to provide a forum for communication and discussion of matters relating to mutual interests and concerns of members of Staff Associations.

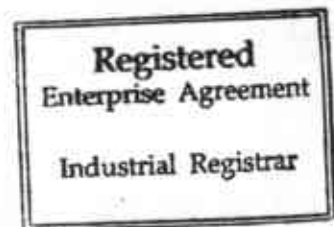
Its function is to:

- formalise a structured representative body to meet with FPA Health senior management
- provide a forum to discuss various matters of interest and concern.
- strengthen communication between workplace unions.

Structure:

- three management representatives
- three union representatives

Meetings are to be held a minimum four times a year.



33. ISSUE RESOLUTION

- (a) All parties must:
- (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Employer and the individual; and
 - (ii) abide by procedures set out in this Clause to resolve any issue which might arise; and
 - (iii) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this Clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about the interpretation, application or operation of this Agreement.
- (c) The following procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (d) A grievance must initially be dealt with as close to its sources as possible, with graduated steps for further discussion and resolution at higher levels of authority,
- (e) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (f) Reasonable time limits must be allowed for discussion at each level of authority,
- (g) If the matter remains unresolved either party may then refer the matter in accordance with the provisions of the Industrial Relations Act 1996

(NSW) to the Industrial Relations Commission for its assistance in resolving the issue

- (h) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (i) At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (j) Whilst the procedure is being followed, normal work must continue.
- (k) The employee may be represented by a nominated representative for the purpose of each procedure.

34. INTRODUCTION OF CHANGE

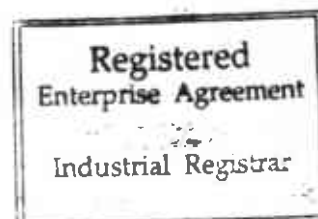
FPA Health will consult with Australian Services Union (ASU) on matters of significant change. Proposals for change will be consulted with affected staff and feedback sought and considered prior to a definite decision being made.

35. REDUNDANCY

DISCUSSIONS BEFORE TERMINATIONS

- (a) Where an employer for any reason has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that the decision may lead to termination of employment, the employer shall hold discussion with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of Subclause (a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purpose of the discussion, the employee shall, as soon as practicable, provide in writing to the employees concerned and the Australian Services Union all relevant information about the proposed terminations, the number of categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.



TRANSFER TO LOWER PAID DUTIES

- (d) Where an employee is transferred to lower paid duties for reasons set out in Subclause (a), the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated and the employer may at the employer's option make payment in lieu of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

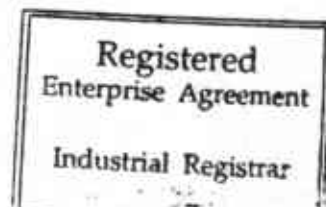
SEVERANCE PAY

- (e) In addition to the period of notice prescribed for ordinary termination in Subclause (a) and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in Subclause (a), shall be entitled to the following amount of severance pay in respect of a continuous period of service:

NSW Employment Protection Regulation 1995 Scale of Severance Payments		
Length of continuous	Rate of Calculation of severance payment	
Length of continuous service by employee	If employee under 45 years of age	If employee 45 or more years of age
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years and more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

"Weeks pay" means the employees current ordinary time hourly rate of pay multiplied by the average of weekly hours (excluding overtime) worked over the past 52 weeks.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.



EMPLOYEE LEAVING DURING NOTICE

- (f) An employee whose employment is terminated for reasons set out in Subclause (a), may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this Clause had they remained with the employer until the expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of the remainder of the period of notice.

ALTERNATIVE EMPLOYMENT

- (g) The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

TIME OFF DURING NOTICE PERIOD

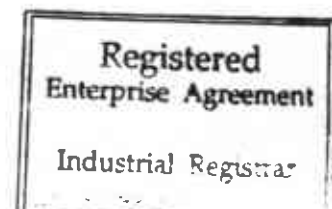
- (h) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (i) If the employ has been allowed paid leave for more than one day during each week of the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

INCAPACITY TO PAY

- (j) The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's capacity to pay.

36. CIVIL LIABILITY

The employer shall be responsible for any civil action taken against an employee in respect of any authorised action taken by the employee in the course of such employee's employment.





UNION NOTICE BOARD

An accessible space for Union notices shall be provided by the employer, whereupon, in addition to any material posted by the Union, an updated copy of this Agreement shall be posted by the employer.

TRADE UNION TRAINING LEAVE

Up to four union accredited employees shall be entitled to a maximum of 12 working days leave on full pay in any two year period, provided that adequate notice, which shall be not less than eight weeks' notice, is given to the employer and the following conditions met:

- (i) Adequate alternative workplace arrangements can be made for the performance of the employee's normal duties.
- (ii) At any one time, no more than two employees shall be entitled to leave for this purpose and no more than four periods of leave shall be granted to employees covered by this Agreement in any two year period.
- (iii) The Union shall give written notice to the employer of the nomination of the employee, together with time, date and venue of the course.
- (iv) Leave under this Clause shall count as service for all purposes.

UNION DELEGATE AND REPRESENTATIVES

- (a) Accredited Union Delegate shall be allowed to approach or to be approached by a Union member for payment of Union dues or other payments or to discuss any matter related to the employer's employment at any time during working hours.
- (b) Union Delegate shall be entitled to confer or negotiate with management within working hours without loss of pay on any matter affecting or likely to affect in any way employees in that establishment. Union Delegate shall have access to a telephone and be provided with a suitable cupboard or furniture to enable them to keep records, receipts and the like.

UNION FEES

- (a) Union members shall be entitled to have their Union fees deducted from their fortnightly wages if they so desire.
- (b) The amount deducted shall be the appropriate annual union fee divided by 26.

38. NO EXTRA CLAIMS

It is a term of this Agreement, that the Union undertakes that it will not pursue any extra Claim, Agreement, Award or over-Award payment except in conformity with the National Wage Case Principles.

SIGNED FOR AND ON BEHALF OF FPA HEALTH by:

[Handwritten Signature] and *[Handwritten Signature]*
(signature) (signature)

M. C. HANSSON and Karen L Gannon
(print name) (print name)

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN SERVICES UNION OF NSW

[Handwritten Signature]
(secretary)

in the presence of: *[Handwritten Signature]*
(signature)

