

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/335

TITLE: Western Sydney Division of General Practice Inc Enterprise Agreement 2001

I.R.C. NO: 2001/6232

DATE APPROVED/COMMENCEMENT: 8 October 2001/1 July 2001

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 30 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to classifications 1 to 5 as set out in clause 8 of the Divisions of General Practice (State) Award

PARTIES: Western Sydney Division of General Practice -&- The Health and Research Employees' Association of New South Wales

**THE WESTERN SYDNEY
DIVISION
OF
GENERAL PRACTICE INC.
ENTERPRISE AGREEMENT
2001**



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1. TITLE

This Agreement shall be known as the Western Sydney Division of General Practice Inc Enterprise Agreement 2001.

2. AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall be binding upon the facilities operated by the Western Sydney Division of General Practice Inc ('the employer') and the Health and Research Employees Association of New South Wales. This Agreement will be binding on employees of the employer covered by Classifications 1 to 5 set out in Clause 8, Classification System of the Divisions of General Practice (State) Award 1999 and paid according to Clause 14, Salary Rates of this Agreement, excepting employees remunerated by way of 'senior management group contracts'.

3. OPERATIVE DATE

By administrative action, this Agreement shall take effect from 1 July 2001 and shall remain in force until 30 June 2003.

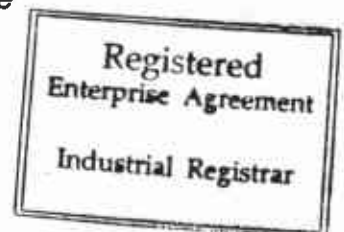
4. RELATIONSHIP TO PARENT AWARD

The provisions of the Divisions of General Practice (State) Award 1999 will continue to apply during this Agreement, except to the extent they are excluded or modified by this Agreement. Where there is any inconsistency, this Agreement shall apply and where this Agreement is silent, the Award shall apply.

5. REDUNDANCY

Clause 12 - Redundancy - of the Divisions of General Practice (State) Award 1999 will continue to apply excepting that the periods of notice or pay in lieu thereof as determined by Clause 12(i)(i) - Additional Notice or Pay in lieu thereof - will be replaced by the following scale:

<i>Period of Service</i>	<i>Period of Notice</i>
Less than 1 year	2 weeks
1 year but less than 3 years	3 weeks
3 years but less than 5 years	4 weeks
5 years and over	5 weeks



6. PARENTAL LEAVE

Clause 22 - Parental Leave - of the Divisions of General Practice (State) Award 1999 will continue to apply excepting that Clause 22(c)(viii)(a) - Paid maternity leave - will be replaced by the following:

An employee is entitled to six weeks at the ordinary rate of pay from the date maternity leave commences. However, paid maternity leave may be taken and paid in an alternative way, by mutual agreement between the employer and employee.

In addition, Clause 22 - Parental Leave - of the Divisions of General Practice (State) Award 1999 will be supplemented by the following additional benefit to that contained in Clause 22(d) - Paternity Leave:

Paid parental leave

- (a) An employee is entitled to six weeks at the ordinary rate of pay from the date paternity leave commences. However, paid paternity leave may be taken and paid in an alternative way, by mutual agreement between the employer and employee.
- (b) Paid paternity leave may be paid on a normal fortnightly basis or in advance.

7. SICK LEAVE

Clause 25 - Sick Leave - of the Divisions of General Practice (State) Award 1999 will be supplemented by the following additional benefit to that already contained in that clause:

Accumulation of sick leave

On the commencement of this agreement, cumulative sick leave entitlements of ten days per year will be backdated to either the date of commencement of employment or 30 June 1999, whichever is more recent.

8. HOURS OF WORK

Clause 26 - Hours of Work - of the Divisions of General Practice (State) Award 1999 will continue to apply excepting that Clause 26(a)(i) - Maximum Number of Hours - will be replaced by the following:

The maximum number of ordinary hours of work is 70 hours over a two week period or its equivalent.

In addition, Clause 26(b) - Span of Working Hours - of the Divisions of General Practice (State) Award 1999 will be replaced by the following:

Agreed ordinary hours must be worked between 7.00am and 7.00pm on Monday to Friday, unless otherwise determined by mutual agreement between the employer and employee. The actual starting and finishing times within the span of working hours will be agreed by the employer and employee.



9. FLEXIBLE WORK ARRANGEMENTS

Clause 26(d) - Flexible Arrangements - of the Divisions of General Practice (State) Award 1999 will be replaced by the following:

Flexible Work Arrangements

(i) Objectives

- (a) To provide staff with more flexible working hours, recognising that Division activities do not fit into the conventional working hours of employees in an office situation.
- (b) To establish a means of reducing the cost of overtime payments to the Division.
- (c) To recognise that staff in the Division are professional people and should be able to self-organise their working hours in accordance with work loads and peak activity times.
- (d) To create a system of recording and operating working hours that is administratively simple and efficient.

(ii) Principles

- (a) Managers have a responsibility to avoid staff becoming overworked, stressed and unable to achieve their responsibilities.
- (b) Staff have a responsibility to plan and monitor workloads to avoid ineffective use of available time.
- (c) Managers and staff are responsible to regularly communicate with each other about workload and work time issues.

(iii) Implementation Guidelines

- (a) The provisions of the Flexible Working Hours policy do not apply to members of the Senior Management Group or Casual or Sessional staff in the Division.

(iv) Policy

- (a) Working hours may be accumulated between the Standard Operating Hours of 7:00 am to 7:00 pm Monday to Friday. There is no requirement about a start time or a finish time on any given working day, provided it is within the Standard Operating Hours and at the Division's convenience.
- (b) Staff members will record their start and finish times, and lunch break times, each day on a timesheet in prescribed electronic format. Timesheets need to be printed and signed prior to certification of the hours recorded by the supervisor/manager.
- (c) Hours may be worked at any location, as agreed by the Division's CEO.
- (d) For Practice Visiting staff Ordinary Hours includes hours spent at the Divisional Office, or other places specified by the Division, visiting practices and travel to and from those practices in accordance with the Division's travel policy.

(v) Accumulation and Clearing Excess Hours

- (a) Staff who accumulate excess hours through late finishes or early starts may adjust their working hours on other days to balance their total working hours towards the requirement of 70 hours per fortnight.

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- (b) Changes in working hours will be at the Division's convenience and will be agreed to in advance.
- (c) Staff members may take a maximum of two days per pay period as authorised absence from work for the purpose of balancing total hours worked.
- (d) Manager/Supervisor approval is required in advance for an authorised day's absence from work.
- (e) Approved absence from work will be at the Division's convenience.
- (f) Staff who are not able to alter their working hours to balance their accumulated hours over the month are eligible to be paid overtime at the agreed rates.
- (g) Overtime entitlements must be approved by the manager/supervisor.
- (h) Where a staff member elects to accumulate hours, accumulated hours may be kept for a three month period.
- (i) Any accumulated hours retained over a three month period will be forfeited except for periods when an intention to close the Divisional Office has been announced, or for other mutually agreed instances on a case by case basis.
- (vi) *Work undertaken outside Standard Operating Hours*
 - (a) Staff can elect to accumulate hours or be paid overtime for work undertaken outside the Standard Operating Hours. Staff must notify their manager/supervisor in advance of an intention to work outside Standard Operating Hours, and approval must be obtained in advance for overtime payments to be made.
 - (b) It is recognised that there may be exceptional circumstances in which prior agreement cannot be arranged.
 - (c) A report on overtime expenses each month will be provided to the Senior Management Group.
- (vii) *Flexible Hours Policy interpretation*
 - (a) Any interpretation issues relating to this policy will be resolved according to the Dispute Resolution Procedures outlined in Clause 38 of the parent award.

10. OVERTIME

Clause 27 - Overtime and Time in Lieu - of the Divisions of General Practice (State) Award 1999 will continue to apply excepting that Clause 27(b)(ii) - Overtime Pay - will be replaced by the following:

Only hours of overtime in excess of ten (10) hours more than the standard fortnightly hours will be paid at the overtime rate of time and a half, unless the employee opts to take time in lieu at time and a half, and the employer agrees. Notwithstanding that any weekend work will be included in hours for which employees can elect to be paid at time and a half.

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11. TRAVEL EXPENSES

Clause 36 - Travel Expenses - of the Divisions of General Practice (State) Award 1999 will continue to apply excepting that Clause 36(b) - Travel Time - will be replaced by the following:

The additional time required for employees to travel to other sites or cities for work will not be counted as extra time worked, and will be unpaid unless part of an employee's ordinary hours.

12. SUPERANNUATION

Clause 37 - Superannuation - of the Divisions of General Practice (State) Award 1999 will continue to apply with the following addition:

Employees have the right to nominate their choice of complying superannuation fund.

13. DISPUTES PREVENTION AND SETTLEMENT PROCEDURE

Clause 38 - Disputes Prevention and Settlement Procedure - of the Divisions of General Practice (State) Award 1999 will continue to apply excepting that Clause 38(b) - Procedure - will be replaced by the following:

Step	Action
1	The employee should first discuss the matter with their immediate supervisor who must make every effort to resolve the matter
2	If the matter is not resolved, or if it is not appropriate to discuss the matter with their immediate supervisor, the employee should discuss the matter with the next level of manager, who will attempt to resolve the matter. Alternatively, an employee can contact directly the Human Resources Manager who will work with the employee and their supervisor to attempt resolution of the issue.
3	If the matter is not resolved, the employee may contact directly the CEO who will work with the employee and their supervisor to attempt resolution of the issue.
4	If the matter is not resolved at this point the employee may notify their union representative, who will discuss the matter further with the relevant supervisor or Human Resources Manager.
5	If the matter is not resolved, it will be discussed between the appropriate Union Official or the employee's nominated agent and the designated manager or their nominee.
6	If no resolution is achieved, the parties may individually or jointly refer the matter to the Industrial Relations Commission of NSW, or to an agreed third party, for resolution



14. SALARY RATES

Clause 40 - Salary Rates - of the Divisions of General Practice (State) Award 1999 will not apply and will be replaced by the following:

(a) Minimum rates

The minimum salaries to be paid to employees according to the classification level into which their job fits are set out in subclause (b) below and will have no regard to age.

(b) Entry Level and salary rates

The minimum entry level and salary rates for the six classification levels are:

Classification Level	Salary rates at Entry & steps (F/T equivalent)
Level 1	\$
Step 1	25250
Step 2	26500
Step 3	27750
Step 4	29000
Step 5	30250
Step 6	31500
Level 2	\$
Step 1	32750
Step 2	34050
Step 3	35350
Step 4	36650
Step 5	37950
Step 6	39250
Step 7	40550
Step 8	41850
Level 3	\$
Step 1	43200
Step 2	44550
Step 3	45900
Step 4	47250
Step 5	48600
Step 6	49950
Level 4	\$
Step 1	51350
Step 2	52750
Step 3	54150
Step 4	55550
Step 5	56950
Step 6	58350
Level 5	\$
	\$59750
Level 6	Not applicable under this Agreement



(c) *Packaging*

Part of the salary rates prescribed above may be taken in the form of non cash benefits by agreement between an individual employee and the employer. The terms of any agreement must be committed to writing and signed by the employer and employee.

(d) *State Wage increases*

The salary rates contained in this agreement are subject to variations in accordance with the provisions of the Industrial Relations Act 1996 only to the extent necessary to give effect to State Wage Case decisions

(e) *Salary increases*

All salary rates in this agreement will be increased on its commencement by 7.4%, backdated to 1 April 2001. Salary rates will then be adjusted six monthly from 1 July 2001 in line with movements in the All Groups, Sydney Consumer Price Index, based on the figures for the previous two quarters published by the Australian Bureau of Statistics.

15. SALARY SYSTEM

Clause 41 - Salary System - of the Divisions of General Practice (State) Award 1999 will continue to apply with the following addition:

The employer will pay an annual increment within levels subject to a satisfactory performance review. The following timetable will be used:

By 30 June 2001	Finalisation of a system for performance review (this will include consultation with staff)
July 2001	Agreement between staff and management on generic key performance indicators (KPIs) for all staff for a 3-month period
3 months following agreement on KPIs	Performance review to be undertaken, with payment of increment subject to satisfactory performance. KPIs for the next six months to be mutually agreed between supervisor and staff member
By April 2002	Performance review to be undertaken, with payment of increment subject to satisfactory performance. KPIs for the next 12 months to be mutually agreed between supervisor and staff member
Thereafter, by April each year	Performance review to be undertaken, with payment of increment subject to satisfactory performance. KPIs for the next 12 months to be mutually agreed between supervisor and staff member

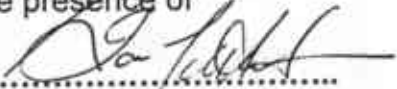


This Agreement is made at SYDNEY on 14th day of September 2001

Signed for and on behalf of
The Western Sydney Division of General Practice Inc
by the Chief Executive Officer
Dr Peter C Clyne

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In the presence of



.....
Ian Titterton, Employee Representative

Signed for and on behalf of
The Health & Research Employees' Association
of New South Wales
by the State Secretary
Mr Michael Williamson



.....
In the presence of

