

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/202

**TITLE: Staff Agreement for Staff Employed by Teachers Federation Health 2003**

**I.R.C. NO:** IRC5/6811

**DATE APPROVED/COMMENCEMENT:** 20 January 2006 / 1 July 2003

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/41.

**GAZETTAL REFERENCE:** 16 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 19

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all clerical employees employed by Teachers Federation Health Limited, located at 188 Day Street, Sydney NSW 2000, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

**PARTIES:** NSW Teachers Federation Health Society -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

**STAFF AGREEMENT**

**FOR**

**STAFF EMPLOYED**

**BY**

**TEACHERS FEDERATION HEALTH**

**JULY 1, 2003**

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## **INTRODUCTION**

Agreement made this DD/MM/YY, between Teachers Federation Health (TFH) and the United Services Union (USU) for the purpose of specifying certain conditions of employment and salary levels for the clerical staff employed by TFH as from 1 July 2003.

The agreement will end on 30/6/2005. Negotiations for a new agreement will begin in February 2005.

## **OBJECTIVES**

1. To facilitate improvements to productivity, efficiency and quality customer service
2. To provide recognition of skills and competencies of employees by the creation of more clearly defined career paths.
3. To provide training to staff on an ongoing basis through the training committee to develop a more flexible and highly skilled staff, able to meet the changing needs of the industry.
4. It is recognised that a family friendly work environment may require more flexible work arrangements, which may include the options of permanent part time, job sharing or working from home situations.

Where an employee wishes to change their current employment arrangements to embrace any of these options TFH will consider such a change on an individual basis.

### 1. **HOURS**

The ordinary working week shall mean thirty-five hours over a span of five consecutive days, Monday to Friday, where the commencing and finishing times are agreed to by the employer and the employee. The ordinary working week shall not exceed forty-two (42) hours including flexitime in any one week. Ordinary time will not exceed ten (10) hours in any one day, exclusive of unpaid meal breaks. The ordinary working day may commence at 6.00 a.m. and conclude 6.00 p.m. by agreement between the employee and the General Manager. The General Manager may in extenuating circumstances determine the range of hours to be worked for a limited period of time. In these circumstances the hours would not fall outside the ordinary working day as described above and account would be taken of family responsibilities.

### 2. **MORNING AND AFTERNOON TEA BREAKS**

Employees shall be allowed two (2) periods of ten (10) minutes on each day, morning and afternoon, to take a morning and afternoon tea break. There will be at least two (2) staff members on duty in every section, (excepting IT where there will be one (1) staff member), during the tea break. This is to ensure that any enquiry or request for assistance directed to the section during a tea break receives a comprehensive response. Facilities and ingredients (coffee, tea, milk, sugar) shall be provided for employees by TFH for morning tea, afternoon tea and luncheon. Timing of morning and afternoon teas will be determined by section heads.

### 3. **MEAL BREAKS**

Employees required to continue working one hour after an employee's normal finishing time, Monday to Friday, or after noon Saturday or Sunday, shall be paid tea money at \$20.10 and lunch money of \$10.20, respectively, adjusted on 1 January each year according to the increase in the annual CPI of Sydney for the four quarters expiring on 31

December of the previous year. Employees shall not work beyond two (2) hours after normal finishing time without stopping for a meal break of at least thirty (30) minutes. In case of work being performed for five (5) more hours, an additional meal break and meal allowance would be applicable.

**4. OVERTIME AND FLEXTIME**

4.1 Payment shall be made at the rate of time and a half for the first two (2) hours, for all authorised overtime worked Monday to Friday: -

4.1.1 Before the employee’s agreed starting time or after the agreed finishing time,

4.1.2 Outside the span of hours prescribed by Clause 1 (Hours) of this agreement.

4.2 Payment shall be made at the rate of double time for all authorised overtime worked after the first two (2) hours, and for all overtime on a Saturday and Sunday.

4.3 Payment shall be made at double time for all authorised overtime worked on a Public holiday as prescribed by Clause 22, except for Christmas Day and Good Friday where payment will be made at double time plus a day in lieu. As an alternative an employee may elect to receive ordinary pay together with a day in lieu at a mutually agreed time.

4.4 The employee may elect to take time off at mutually agreed time instead of being paid for some or all of their overtime.

4.4.1 The amount of time the employee may take off will be equal to the amount of time actually worked on overtime or flexitime.

4.4.2 An employee will not accumulate more than fifteen (15) hours time off instead of being paid for overtime. Time off must be taken within four (4) weeks of when it is accrued. If the employee has not taken the time off, they will be paid overtime in the next pay period at the overtime rate.

4.4.3 Flexitime must be taken at a mutually agreed time within a four (4) week period.

**5. PAYMENT OF SALARIES**

5.1 Salaries for permanent and permanent part-time employees shall be paid by electronic funds transfer by noon Wednesday of each alternate week and shall be made up to the end of the current week for which payment is made.

5.2 Salaries of casual employees shall be paid during the working hours each Friday and shall be made up to the end of the current week for which payment relates.

Casual employees shall be paid during the working hours of the day on which services are terminated.

5.3 Authorised overtime shall be paid for within fourteen (14) days after the end of the week in which overtime is worked, unless the employee decides to take time off in lieu.

5.4 FIRST AID ALLOWANCE – The management shall designate three first aid officers. These employees shall be trained to render first aid and shall have current and appropriate first aid qualifications. These officers shall be paid an allowance as prescribed by the Clerical and Administrative (State) Award.

**6. SALARIES – Minimum Rates**

<b>GRADE SALARIES - PERMANENTS</b>		<b>01-Jan-03</b>	<b>01-Jan-04</b>	<b>01-Jan-05</b>
GRADE 1	Distribution Officer	28,072	29,196	30,358

GRADE 4	Customer Service Assistant	31,414	32,671	33,979
GRADE 5	Membership Officer Accounts Officer	33,420	34,757	36,145
GRADE 6	Claims Assessor Customer Service Telephone Senior Distribution Officer Secretary Membership Rebate Officer	35,425	36,842	38,311
GRADE 6a	Multiskilled Hospital Assessor	36,133	37,579	39,075
GRADE 7	Bank Liaison Officer Hambs Operator Claims Co-ordinator IT Officer	38,099	39,622	41,205
GRADE 8	Senior Claims Officer Senior Membership Officer Senior Secretary Payroll Co-ordinator Network Administrator	40,605	42,229	43,917
GRADE 9	Systems Administrator	0	0	0

+ 3%      + 4%      + 4%

6.1 Any safety net adjustments will be absorbed from this offer.

6.2

6.2.1 New employees will be paid the rate for the classification.

6.2.2 Current employees who change their classification to a higher classification will receive a salary for the classification or their current salary whichever is greater.

6.3

6.3.1 A review of the current grading structure to begin no later than four (4) months

after the live introduction of HAMBS II to evaluate the current structure in the light of changes to the health insurance industry and if necessary to restructure the gradings.

6.3.2 No gradings will be diminished in salary as a result of this review.

6.3.3 Should there be any improvement in salary, this will be in addition to the percentage salary increase included in the staff agreement.

#### 6.4 **Casual Employees**

This clause should not be interpreted as a means to increase casualisation of employment in TFH.

6.4.1 The General Manager may, as and when considered necessary or desirable, employ suitably qualified persons to perform on a casual basis the duties of any position.

6.4.2 The period of engagement of a casual employee on any day shall be not less than four (4) hours nor more than seven (7) hours in any one day. Such work shall be performed between the hours of 6.00am and 6.00pm, Monday to Friday.

6.4.3 Casual employees, subject to Clause 6.4.3 hereof, shall be employed on an hourly basis and shall receive an hourly rate of pay which is one-thirty-fifth (1/35) of the ordinary weekly rate for duties being performed.

6.4.4 Casual employees shall, in addition to the hourly rate provided for in Clause 6.4.4 receive a loading of 30% (thirty percent) in lieu of all forms of leave, leave loadings and other employment entitlements not provided for in this Clause. This loading is only payable for normal hours worked.

6.4.5 Casual employees employed for up to five (5) hours on any day shall receive during the course thereof one 10-minute break whilst those employed for more than five (5) hours on any day shall receive two such breaks in accordance with Clause 2 of this agreement.

### 7. **PERFORMANCE OF HIGHER DUTIES**

7.1 Where an employee at the request of and authorised by the section head, performs higher duties than those specified in their job description when relieving another employee for one half day (4 hours) or more, the employee shall be paid the higher relevant rate for such period providing employees carry out all duties associated with this position.

7.2 Higher duties are to be authorised by the section head or appropriate manager. Where no appropriate authorisation is provided no staff member will undertake higher duties.

7.3 If there is special work being done by a member of the staff, the General Manager will consider any request that an increment be paid weekly where the member of the staff concerned undertakes duties entailing substantial additional responsibility, evidence of such additional responsibility to be submitted with the request.

### 8. **WORK ORGANISATION**

#### 8.1 **STAFF VACANCY**

8.1.1 Where a staff vacancy occurs and the general manager determines that the position be filled, the position shall be advertised within two (2) weeks of the vacancy occurring and shall be filled at the earliest opportunity. All present

employees shall be informed and be considered in the filling of such positions if they apply in writing. The unsuccessful applicants shall be informed of the decision immediately after the successful applicant has been informed.

- 8.1.2 The new appointee and unsuccessful applicants will be advised in writing. Subsequently a notice advising of the new appointee will be placed on the notice boards.
- 8.1.3 Advertising will be made internally first and offered for a minimum period of five (5) days prior to external advertising. Where the General Manager deems early replacement critical, or where there is likely to be a continuing series of positions becoming vacant as a result of the initial vacancy, he/she will consult with the Staff Representatives to reduce the period of internal advertising to three (3) days.
- 8.1.4 All employees selected for a permanent position at any grade level shall serve a probationary period of three (3) months. Should an employee be selected for a higher-grade position then a probationary period will apply to such appointment. Where service during the probationary period is satisfactory the employees appointment shall be confirmed and the employee advised in writing by the manager.

8.2 **RECLASSIFICATION**

TFH agrees that where appropriate a staff member's acquisition and use of new skills may result in a reclassification and/or upgrading of that staff member's position. The issue of reclassifications will be discussed between the members concerned, elected USU representatives, and USU at the time when it is to be undertaken. If agreement cannot be reached concerning the reclassification and/or upgrading at that time, the USU and TFH may negotiate a nominal increase in rates. A final decision on any reclassification or upgrading will be made within six months of the commencement of training.

8.3 **NEW POSITIONS**

If a new position is created which comes under the terms of the Staff Agreement, the staff committee or representatives of the staff committee shall be consulted on the position regarding salary and duties performed. Further, if a position already existing is significantly altered, the staff committee or representatives of the staff committee shall be consulted before the action is taken

8.4 **POSITIONS SUBJECT TO MARKET FORCES**

The parties recognise that the HAMBS Systems Manager and Systems Manager are employed in positions that require considerable skills and responsibilities. These positions are also influenced by external market forces. They are, none-the-less, covered by this agreement except for

Hours	Payment of salaries	Permanent part-time
Higher duties	Salaries	Transport
Meal breaks	Variations of salaries	Shopping time
Overtime	Staff vacancy	Christmas opening

unless otherwise agreed between the employee and TFH.

Salaries for these employees will be determined by market rates and agreed between TFH and the employee concerned. These rates will not be less than those applicable at Grade 9 and will be reviewed annually.



**9. PERMANENT PART-TIME EMPLOYEES**

Permanent part-time employees are employees who work less than 35 hours per week. Part-time permanent employees should be paid 1/35 of the weekly rate for each hour of work performed. All provisions of this agreement shall apply to permanent part-time employees on a pro-rata basis. Permanent part-time employees shall have regularly fixed hours of work on fixed days of the week. The minimum time to be worked by a permanent part-time employee is 0.4 of a full time employee's load.

**10. VARIATIONS OF SALARIES**

The parties undertake that during this Agreement they will not pursue any extra claims, except as allowed under the Industrial Relations Act 1996. This will enable the parties to raise items for discussions with a view to achieving mutually agreed variations during the life of the agreement.

**11. ANNUAL LEAVE**

11.1 There shall be granted annual leave at the rate of six (6) weeks, to full-time employees exclusive of Public holidays. For periods of employment less than twelve (12) months, annual leave shall be calculated on a proportional basis. For permanent part-time employees, a pro-rata basis shall apply.

11.2 Employees shall be paid annually an annual leave loading equivalent to 17.5% on four (4) weeks' ordinary salary.

11.3 Annual Leave must not accumulate beyond twelve (12) weeks.

**12. SICK LEAVE**

On and from the commencement of this agreement the following sick leave provisions shall apply:

12.1 Existing employees will retain their current accumulated sick leave. Employees will be entitled to sixteen (16) sick days leave per year. If no sick leave is taken fifteen (15) days will accumulate. Any sick leave taken will be deducted from the accumulation.

12.2 Permanent part time employees shall be entitled to appropriate pro rata sick leave entitlements based on the number of hours worked.

12.3 Sick leave absences of more than two consecutive days will require a medical certificate

12.4 The following guidelines could be applied in the case of an employee falling ill during their first year of service. If insufficient sick leave has been accrued to cover the period of illness, the employee may authorise the employer to deduct any annual leave accrued after they have exhausted accumulated sick leave. Any annual leave deducted will be re-credited when the employee has worked a sufficient period of time to accrue the additional sick leave taken in advance. For each day's annual leave re-credited a days sick leave will be debited.

12.5 Employees with less than one year's service shall be entitled to sick leave on the following basis:

For the first 4 months	5 days – subject to the submission of a doctors certificate for each day
For the first 8 months	10 days
For the first 12 months	16 days

12.6 In cases where an employee's sick leave exceeds three (3) episodes of two (2) days within a twelve (12) month period without the production of a medical certificate then the employee shall produce medical certificates for each and every subsequent absence.

12.7 Where it appears that there is a regular pattern of sick leave being taken in lots of one day or more the General Manager may require the production of medical certificates for each subsequent absence for a period of eighteen months. At this time the case will be reviewed. The outcome of the review may be the removal of monitoring, the continuation of monitoring or disciplinary action may be taken in line with the procedures described in section 21.1.

A permanent employee who is ill for one week or more while on Annual Leave or on Long Service Leave shall be entitled to sick leave for such illness, provided that TFH is notified as soon as practicable after such illness occurs and the employee produces a doctor's certificate.

Should an employee not be covered adequately by this clause, she/he may make special application to the General Manager. The General Manager may grant additional sick leave depending on the nature and length of the illness and the working record of the employee concerned. All such applications are to be supported by a doctor's certificate.

### **13. FAMILY AND COMMUNITY SERVICE LEAVE**

13.1 Family leave will be granted from sick leave in the terms set out by the State Personal Carers Award Case August 1996.

13.2 The employee shall produce a medical certificate for the illness of the person concerned. In certain circumstances at the discretion of the General Manager a statutory declaration will suffice.

13.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care and support of the person concerned; and
- (b) the person concerned being:
- (c) a spouse of the employee; or
- (d) a de facto 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 a husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or
- (e) 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 defacto spouse of the employee, living in the same household; or
- (f) a same sex partner who lives with the employee as a defacto partner of that employee on a bona fide domestic basis; or
- (g) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

“relative” means a person related by blood, marriage or affinity;

“affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and

“household” means a family group living in the same domestic dwelling.

- 13.4 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 the relationship to the employee, the reason for taking such leave and the estimated length of absence. If giving prior notice of absence is not practicable for the employee, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 13.5 Flexible time arrangements as described in clause 1 (Hours) may be used for family leave purposes with the agreement of the General Manager.
- 13.6 Community Service leave may be used to meet a range of community service responsibilities. This could include a need to respond to an emergency situation. Such leave could also be used in the event of planned absence for community service responsibilities where some advance notice is given.
- 13.7 The General Manager will consider applications in writing for paid leave for up to 5 days in a twelve-month period.
- 13.8 Persons who are members of organisations such as the Volunteer Fire Brigade, St Johns Ambulance, State Emergency Services, Army Reserve etc, shall be entitled to full pay for all time spent in emergency situations (where such time would normally be spent at work) arising out of such membership, provided that attendance at these emergencies is verified by the Organisation. Further any remuneration paid by these Organisations will be reimbursed to the Fund up to the level of the Individuals normal remuneration.
- 13.9 Applications may be made to the General Manager for leave without pay or long service leave for attendance at training within these organisations.

#### **14. PARENTAL CARE**

- 14.1 The period of paid maternity leave shall be twelve (12) weeks on full pay and this payment is made either in a lump sum on commencing leave or by fortnightly payments
- 14.2 An employee who is the father, or the person accepting responsibility for the care and maintenance of a child, shall be given up to one (1) weeks leave with pay around the time of the birth of the child, where they require the leave to take care of the mother and/or children.
- 14.3 Employees can nominate the time of payment for the twelve (12) weeks paid maternity leave if they understand that the payment will be at the rate applicable for the six (6) weeks before the anticipated date of birth and the six (6) weeks after.
- 14.4 Leave can begin anytime before the anticipated date of birth, and may be extended for up to twelve (12) months beyond the date of birth. Applications for maternity leave must be made in writing to the General manager and submitted at least one month before the date on which the employee intends to cease duty. Similarly, if an extension of leave is desired, one (1) month's notice must be given.
- 14.5 Employees on maternity leave may use other types of paid leave to which they are entitled under the agreement (e.g. annual leave and long service leave), to cover all or part of the period of absence not covered by paid maternity leave.
- 14.6 The period of maternity leave shall count as service.

- 14.7 To be eligible for maternity leave pay, employees must have completed one (1) year's service with TFH. In calculating the period of service for this purpose casual and permanent service where continuous shall be included, provided no more than three (3) months of that service is casual.
- 14.8 Should the partner of the mother wish to take primary care responsibility for the child then the remaining period of leave available as maternity leave shall be granted as proof of primary care giver status.

**15. ADOPTION**

- 15.1 An employee who adopts a child under the age of five years, and assumes the primary care responsibilities shall be eligible for a maximum of six (6) weeks leave on full pay for the period on and from the date of receiving the child.
- 15.2 The adopting parent shall be entitled to take up to twelve months leave from the date on which she/he takes custody of the child and when approved by the General Manager, unpaid leave for such period before that date necessary for making arrangements.
- 15.3 An employee who is the partner of primary caregiver who adopts a child under the age of five years shall be entitled to one week's paid leave at the time of the adoption.
- 15.4 To be eligible for adoption leave pay, employees must have completed one (1) year's service with TFH. In calculating the period of service for this purpose casual and permanent service where continuous shall be included, provided no more than three (3) months of that service is casual.
- 15.5 Written documentation shall be required to prove the status of primary caregiver at the time of the adoption.

**16. LONG SERVICE LEAVE**

Long Service leave shall be granted according to the following provisions: -

- 16.1 After ten (10) years service, permanent, permanent part-time or casual, continuous or broken three months leave on full pay.
- 16.2 For additional service after ten (10) years' service permanent, permanent part-time or casual, continuous or broken an amount of leave on full pay calculated on the basis of fifteen (15) calendar days for each year of service.
- 16.3 An employee who has completed at least five (5) years of service and less than ten (10) years, permanent, permanent part-time or casual, whose services are terminated or cease for any reason, shall be paid a proportionate amount of the basis of three (3) months for ten (10) years service. This amount shall be deducted from the entitlement if the employee is re-employed.
- 16.4 In the event of death of an employee, TFH shall pay to the employee's personal representative, the monetary value for that employee's entitlement.

**17. BEREAVEMENT LEAVE**

- 17.1 A permanent employee shall be entitled to a maximum of two (2) days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandparents or parents-in-law. For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband or partner in the case of same sex relationships and the words "father" and "mother" shall include foster parents and step parents.
- 17.2 Further, an employee shall be entitled to a maximum of three (3) days' leave without loss

of pay on each occasion on the production of satisfactory evidence of the death outside Australia of the employee's husband, wife, father, mother, child where the employee travels outside of Australia to attend the funeral.

17.3 Applications for special compassionate leave may be made to the General Manager.

## **18. LEAVE WITHOUT PAY**

18.1 Applications from members of staff for periods of leave without pay will be considered by the General Manager who will exercise his / her discretion in allowing such leave in cases where employees have more than two (2) years' service.

18.2 Leave without pay will not normally be approved where an entitlement to holidays or long service leave exists

18.3 If the approved leave is for up to six (6) months, then the employee's position will be held.

18.4 If the approved leave is for more than six (6) months, the employee's position cannot be guaranteed. On return from leave without pay, the employee will be appointed to a position and will be given priority for the first available vacancy of a comparable grading to the one previously held.

18.5 An employee is entitled to maintain membership of TFH while on leave without pay, but is personally responsible for contributions or payments.

18.6 An employee who is a member of the superannuation fund, taking leave of six (6) months or less, is entitled to continue paying contributions during their period of leave without pay. The employer undertakes to meet its contributions for the first three (3) months. In keeping with the current rules of the superannuation fund, should a member choose not to pay their contributions they must continue paying the part of the contribution that covers death and disability benefits should that be part of the superannuation fund policy.

## **19. JURY SERVICE**

Employees who are required to perform their civic duty in jury service shall be paid by the employer for the gap in payment between the money granted by the Court and their normal wage for the days of required attendance in court. The employee will return to work for the days they are not required to be in Court where practical. Where an employee has written evidence of being on call, he/she will not have to return to work.

## **20. STAFF TRAINING**

20.1.1 Staff may apply for training by application to the Staff Training Committee. The Committee will consist of an equal number of employee representatives (who shall be elected by Union members) and those employer representatives nominated by the Board. A budget allocated by the Board will provide funding for courses. The Staff Training Committee will develop and publish guidelines for applications and will allocate funding on the basis of those guidelines. The Board will approve an annual budget.

20.1.2 This type of training would usually be of short duration and may lead to recognised qualifications. It may consist of in-house or externally provided training. This type of training will generally occur within working hours. Recommendations for leave with pay for this training is subject to approval of the General Manager.

20.1.3 An appeals mechanism for unsuccessful applicants will be developed and published by the Staff Training Committee.

20.1.4 The training provided through this committee acknowledges a commitment

to ongoing learning needs of staff that is beneficial to the provision of a highly skilled staff able to meet the changing needs of TFH and its members

- 20.1.5 TFH will provide a proper level of training for staff required to use equipment that TFH decides to install. Where necessary, retraining will occur for staff whose work is affected by technological change.

## 20.2 **Academic Qualifications**

An employee allocated work that requires academic qualifications may apply to the Staff Training Committee for such training to be given during working hours. The Committee may recommend leave with pay for such training as the Committee may consider necessary. Recommendations for leave with pay for this training are subject to approval of the General Manager. This professional development would usually be ongoing and long, leading to a recognised TAFE or University qualification.

## 20.3 **Study Leave**

Employees may be granted up to one-half days per week to attend lectures and tutorials for work related study, subject to the recommendation of the Staff Training Committee and the approval of the General Manager, to undertake courses related to their work or future work done in TFH, including the day of the exam. Where the courses are done by correspondence and require attendance at residential schools, the one-half day will accumulate for residential school purposes. Requests for such leave should be made to the Staff Training Committee in writing at least a month in advance. Permission for each occasion shall be in writing, at least five working days before commencing leave.

Payment of expenses involved when attending training shall be paid, subject to agreement, prior to such attendance. If the training is not attended for any reason such monies will be reimbursed to TFH immediately.

## 20.4 **Trade Union Training**

Employee representatives nominated by the Union may each year attend during working hours, the recognised Trade Union Training Centre in the State, without loss of ordinary pay, subject to the following:

- 20.4.1 That the Staff Training Committee receives written notice of the nomination(s) from the Union, setting out the time, dates, content and venue of the course and makes a supporting recommendation to the General Manager.

- 20.4.2 That the employer shall not be liable to pay employees attending such courses for more than 10 days in any 2 year period.

## 21. **PERFORMANCE AND DEVELOPMENT**

A performance appraisal process will be developed in consultation with the union at the completion of the restructure. Employees may be classified as “unsatisfactory”, “need improvement”, “satisfactory”, “fully proficient” or “outstanding”, on the basis of a range of criteria including quality, service and productive time at work. This may include the payment of a productivity bonus based on the assessment of fully proficient or outstanding performance.

### 21.1 **Unsatisfactory Performance**

- 21.1.1 The assessment of a staff member as being unsatisfactory must be based on failure to meet performance required for the job criteria. A staff member deemed to be unsatisfactory will have consistently failed to meet set work

objectives or effectively carry out functions set out in the job descriptions.

21.1.2 Where an employee is identified as performing in an unsatisfactory manner, the following procedures will apply;

21.1.3 The section head will arrange a meeting with the staff member and indicate that a record will be kept of the discussions a copy of which will be given to the staff member. The section head will indicate that the staff member may have a support person (colleague or union) present during the discussion. Aspects of performance causing concern will be listed for the staff member. A range of support measures that could include additional training will be outlined.

A period will be specified for the staff member to show improvement in the areas listed. A performance agreement arising out of these discussions will be signed by the section head and the staff member. Both parties will receive a copy of this document. If the staff member wishes to dispute any aspect they may do so and present it to the General Manager for consideration.

21.1.4 At the end of the period specified in the performance agreement there will be a meeting to consider the outcome. The Staff member may have the support person present. If the staff member is performing satisfactorily then he or she will be informed of this and that a copy of the performance agreement will be kept for one year and destroyed at the end of that time if the level of performance remains satisfactory.

If the staff member's performance has not improved, or has not improved to a satisfactory level, a second performance agreement will be drawn up, showing:

- (i) areas which still need improvement
- (ii) suggested measures that may further help the staff member
- (iii) a shorter period in which improvement should occur
- (iv) the consequences of failure to improve which may include placement in a lower grading or dismissal.

The staff member has the right to appeal against the agreement to the General Manager.

21.1.5 If the performance fails to improve within the time set, then the General Manager will decide the consequences for the employee. If the performance improves to a satisfactory level, then the agreement will be kept for one year and if the performance remains at a satisfactory level, it will be destroyed.

## **22. PUBLIC HOLIDAYS**

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day. Any other day gazetted as Public holidays for the State of New South Wales shall be holidays for this agreement.

## **23. BANK HOLIDAY**

Where an employee works on Bank Holiday, they will be granted a day's leave in lieu.

## **24. WORKERS COMPENSATION**

Workers Compensation will be provided as described in the Workers Compensation Act.

**25. DUTIES OF EMPLOYEES**

An employee, on appointment or before accepting a new position, shall be provided with a statement of duties and the salary of the particular grading by the Manager.

**26. UNION REPRESENTATIVES**

26.1 Two (2) TFH, Federated Clerks Union representatives shall be entitled, on application to the section head, to one half day per month to perform any duties associated with this role. Such leave may be accumulated up to two (2) days. Where more than two (2) representatives are elected this total entitlement is to be shared.

26.2 As far as possible negotiations between management and union representatives will occur during normal working hours. When meetings extend beyond these hours, union representatives may be granted time off in lieu. Times should be recorded on the union representatives flexi-record.

**27. UNION MEMBERSHIP**

TFH and the staff union representatives highly recommend that all employees be members of the USU.

**28. UNION MEETINGS**

Subject to the satisfactory agreement between the USU staff representatives and the General Manager, employees shall be entitled to hold a general meeting of up to one hour every month. Such meetings shall not occur during the school holidays and the staff will provide a skeleton staff, as agreed by the General Manager in writing 24 hours prior to the meeting, for the duration of such meetings.

**29. TRANSPORT OF EMPLOYEES**

Employees completing authorised overtime at 8.00 p.m. or later shall be provided with a taxi to their home or paid parking and mileage rates provided they do not exceed the equivalent taxi fare.

Where staff is/are requested to work away from TFH Office satisfactory travel arrangements will be made.

**29.1 Other related expenses**

Where a member of staff is required to work away from TFH Office reasonable expenses will be paid on approval.

Where an employee requires an advance on such expenses, application should be made to the appropriate manager.

**30. GRIEVANCE RESOLUTION**

This process aims to create and maintain a productive, positive, non-discriminatory and harassment free workplace. Where a grievance does arise, it is the responsibility of the section heads and management to resolve it in a fair and timely manner with a minimum of conflict and disruption.

**30.1 Definition**

A grievance is a formal statement by a staff member on a work related problem, concern or complaint that may relate to:-



- 30.1.1 harassment and/or discrimination on the basis of sex, race, ethnicity, marital status, physical / intellectual impairment, Aboriginality, homosexuality, disability or age in relation to compulsory retirement; or
- 30.1.2 interpersonal conflict at work,
- 30.1.3 A grievant is the person who lodges the formal statement.
- 30.1.4 A respondent is a staff member who is alleged to have acted unfairly or in a discriminatory manner.

## 30.2 **Grievance Resolution Procedures**

In many circumstances grievances can be dealt with on an informal level. Should the informal process fail or either party request the formal process then the procedure set out below is to be followed. The aim of this procedure is to resolve grievances in the workplace at the level at which they occur, in a timely manner.

The procedures also aim to afford natural justice to ensure that both parties have the right to seek advice and reply to allegations. Confidentiality is a vital aspect of any resolution. All parties should be advised that they should not publish or make available, information about the grievance to persons who have no legitimate right to receive it. Both the grievant and the respondent may request advice and assistance from their relevant union. The union representative may be present at any stage of the proceedings.

### **Step 1**

Where the staff member(s) has a grievance then the matter should be brought to the attention of the section head as soon as practicable. The staff member should outline the substance of the issue and state the solution sought. This information should be recorded and signed by the grievant.

### **Step 2**

The section head will advise the respondent of the nature of the grievance and the solution sought. The respondent will be allowed five (5) days in which to provide an oral or written response. If the response is acceptable to the grievant and the section head, then matter will be closed.

If the respondent denies the substance of the grievance, then an investigation of the matters raised maybe necessary. This investigation will seek relevant information from a range of sources. The seriousness of the complaint will shape the formality of the investigation. The outcome of the investigation and the recommended solution will be reported by the General Manager to both the grievant and the respondent. This solution may include mediation by a trained mediator who may help the parties reach an agreeable resolution.

### **Step 3**

If the matter is not resolved by the process outlined in steps 1 or 2, then it may be referred to the appropriate outside body. Examples of outside bodies might include the Industrial Relations Commission or the Anti-discrimination Board.

## 31. **DISPUTE PROCEDURE**

This procedure will apply where a dispute arises in relation to any matter contemplated by this agreement and related to the application, operation or interpretation. The following procedure will be followed by the parties or by an individual as applicable. The emphasis is on resolution of the dispute as close to its source as possible.

### **Step 1**

When a dispute arises in relation to the application or interpretation of conditions of employment, the staff member and/or union representative/ official will raise the matter with the immediate section head. The parties will discuss the matter in an attempt to resolve the dispute by way of agreement.

The section head will address within five(5) working days either by way of resolution or by an agreed method and schedule for proceeding.

### **Step 2**

Matters not solved satisfactorily in step 1 should be referred to the General Manager with a report outlining the substance of the dispute and the procedures undertaken thus far. The parties will attempt to agree leading to a resolution within five (5) working days or develop an agreed method and time frame for proceeding within five (5) working days.

### **Step 3**

Should the previous steps not lead to a resolution then the subcommittee of the Board of Directors will consider the matter.

### **Step 4**

Should the previous steps not lead to a resolution then any party may refer the matter to the Industrial Relations Commission.

## **32 CHRISTMAS OPENING**

TFH will be open for the ordinary hours of work excluding public holidays between Christmas and New Year. This will be done on a voluntary registered basis with the understanding that the General manager may determine that specific numbers of staff are required in certain areas to meet the needs of Health Fund members.

## **33. GENERAL**

The Clerical and Administrative Employees (State) Award will continue to regulate all other conditions of employment not otherwise covered by this agreement, whichever is greater.

## **34. REDUNDANCY**

The provisions of the Clerical and Administrative Employees (State) Award should continue to apply. Management agrees to consult the union about a voluntary redundancy package should such a need be identified by management.

## **35. SHOPPING TIME**

35.1 Permanent employees who commenced at TFH prior to 10 March 2005 (hereby known as "eligible employees"), are entitled to either:

35.1.1 three (3) consecutive hours shopping time for each calendar month (or one day in two calendar months (with one hour made up) to be taken within that period), once they have successfully completed their three (3) months probationary period ; OR

35.1.2 a Shopping Time (ST) Allowance of 2 per cent of the employee's base salary in respect of all ordinary time worked.

- 35.2 If an eligible employee wishes to receive the ST Allowance, they will need to make a one-off election, in writing to the General Manager, to receive the ST Allowance in lieu of shopping time.
- 35.3 Once an application has been received for the ST Allowance, the employee forfeits the right to any future claims of shopping time.
- 35.4 The ST Allowance will be payable from the date the one-off election is made by the eligible employee.
- 35.5 Where the eligible employee does not apply for the ST Allowance, they will continue to receive shopping time as set out in Clause 35.1.1. Shopping time will be granted on a roster basis, approved by the Manager.
- 35.6 Permanent employees who commence at TFH after 10 March 2005 will not be entitled to shopping time, however they will automatically receive the ST Allowance set out in Clause 35.1.2., once they have successfully completed their three (3) months probationary period.
- 35.7 All eligible employees will take their half day December shopping time on the day prior to the Christmas break, this being a compulsory closure of the Fund except when Christmas Eve falls on a Monday, the staff will then work the full day on the Friday prior to Christmas Eve and close for the full day on Christmas Eve.

**36. TEACHERS FEDERATION HEALTH LTD INSURANCE**

The annual value of health insurance provided free by the employer to employees who are members of TFH will be \$666 pa.

Signed By:

.....  
**Helen MacGregor**, Chairperson  
 Teachers Federation Health Ltd  
 Board of Directors

.....  
**David Wynne**, Deputy Chairperson  
 Teachers Federation Health Ltd  
 Board of Directors

.....  
**Melva McGee**  
 Staff Representative  
 Teachers Federation Health Ltd

.....  
**Linden Scotts**

Staff Representative  
Teachers Federation Health Ltd

.....  
**Michael Want**  
Executive President  
United Services Union

Date this.....day of.....2005.