

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/206

TITLE: FPA Health , Administrative and Health Promotion Staff Enterprise Agreement 2004

I.R.C. NO: IRC4/3208

DATE APPROVED/COMMENCEMENT: 15 June 2004

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/332

GAZETTAL REFERENCE: 30 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of FPA Health located at 328-336 Liverpool Road, Ashfield, NSW 2131 engaged in the FPA Health classifications of Level 1 - Level 8 who fall within the classifications of the Social and Community Services Employees (State) Award

PARTIES: FPA Health Ltd -&- the Australian Services Union of N.S.W.

FPA HEALTH ADMINISTRATIVE AND HEALTH PROMOTION STAFF ENTERPRISE AGREEMENT 2004

TABLE OF CONTENTS

Clause No. Subject Matter

OPERATION OF THE AGREEMENT

1. Title of Agreement
2. Area, Incidence and Duration
3. Parties to the Agreement

ENGAGEMENT OF STAFF

4. Contract of Employment
5. Probationary Employment
6. Labour Flexibility

CLASSIFICATIONS AND SALARIES

7. Classifications
8. Salaries
9. Payment of Salary
10. Higher Duties
11. Packaging of Remuneration

HOURS OF WORK

12. Span of Hours
13. Overtime
14. Leave in Lieu of Payment
15. Meal and Rest Breaks

LEAVE

16. Annual Leave
17. Sick Leave
18. Public Holidays
19. Learning and Development
20. Leave Without Pay
21. Personal Carers Leave
22. Compassionate Leave
23. Long Service Leave
24. Parental Leave
25. Community Leave

TERMINATION OF EMPLOYMENT, REDUNDANCY AND ISSUE RESOLUTION

26. Termination of Employment
27. Significant Organisational Change
28. Redundancy
29. Issues Resolution
30. Union Business
31. Certificate of Employment
32. No Extra Claims

SCHEDULE A

OPERATION OF THE AGREEMENT

1. Title of Agreement

The agreement shall be known as the FPA Health Administrative and Health Promotion Enterprise Agreement 2004.

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

2. Area, Incidence and Duration

This agreement shall apply to all administrative and health promotion staff employed by FPA Health.

This agreement shall take effect from the date of registration and remain in force for three years.

The parties shall commence negotiations 6 months prior to the expiry of this agreement.

3. Parties to the Agreement

The parties to this agreement are

FPA Health and the

Australian Services Union, NSW & ACT (Services) Branch

The parties to this agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

ENGAGEMENT OF STAFF

4. Contract of Employment

All staff will be employed either on a full time, part time, casual or fixed term basis.

Upon employment, FPA Health will provide to the staff member a contract of appointment, which stipulates the type of employment and informs them of the terms of employment in relation to:

The classification level and salary on commencement of employment.

The hours to be worked.

A three (3) month probationary period.

For a fixed-term appointment the duration of the period.

A position description outlining the roles and responsibilities of the position.

Full time staff

Full time staff work, 38 hours per week, 8 hours per day over a 19 day month, with a rostered day off on the 20th day.

Staff 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.

Part time staff

Part time staff will be engaged to work a regular number of hours per week, but not less than 3.5 hours in any one day, except where by mutual agreement a minimum of one hour per day 'to attend a meeting'.

A part time staff member, shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate and shall receive the conditions of employment on a pro rata basis.

Fixed Term staff

A fixed term employee will be engaged for a specific duration to work on either a full-time or part-time basis for the completions of a specifically funded task, to relieve an employee or to temporarily fill vacant position.

Casual staff

A casual staff member is engaged intermittently for work of a short term and/or irregular nature. A casual staff member shall be engaged for a minimum period of two consecutive hours for each period of engagement.

A casual staff member will be paid a 15% loading in lieu of sick leave and public holidays plus one-twelfth (1/12th) of the ordinary pay in lieu of annual leave.

With respect to staff employed as casual staff the provisions of Clause 17-28 inclusive do not apply.

5. Probationary Employment

A probationary period at the commencement of an employment relationship can help a staff member develop skills needed for the specific position. It also allows FPA Health to assess the staff member's potential performance. The probationary period will be the first three (3) months of employment.

During the probationary period, a staff member's performance and suitability for the position will be assessed and a decision will be made with respect to the staff members' ongoing employment. During the three (3) month probationary period the staff members' services may be terminated with two weeks' notice or payment of two weeks' salary in lieu of notice.

6. Labour Flexibility

FPA Health may require a staff member to be transferred to another Centre within the organisation, commensurate with their skill level. Any proposed transfer will be in consultation with the staff member and within a reasonable distance. Staff will be given one month's notice.

CLASSIFICATIONS AND SALARIES

7. Classifications

- (a) Employees shall be appointed to the appropriate level of the FPA Health classifications as set out in the eight levels below.
- (b) 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.

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.

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.

8. Salaries

The minimum rates of pay shall be as provided for in Table 1 of Schedule A from the commencement of the first full pay period on or after the dates set out therein.

9. Payment of Salary

Wages shall be paid fortnightly. All staff will be paid by electronic funds transfer(EFT). A pay slip stating gross wage, deductions, tax and the net amount payable shall be issued in accordance with the requirements of the *NSW Industrial Relations Act*. When a short fall occurs, payment will be made to the staff member by EFT

10. Higher Duties

A staff member who temporarily acts in a position which is classified at a higher level than their own position, for five (5) consecutive working days or equivalent one working week, will be paid a higher duties allowance for the entire acting period. Payment will be equal to the difference between the minimum salary of the higher classified position and their own position.

11. Packaging of Remuneration

Staff can choose to salary package up to \$15,450 or 100% of ordinary time wage which ever is the lower. Salary packaging arrangements will be in accordance with FPA Health's salary packaging procedure.

In the unlikely event that FPA Health ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and the individual employee's salary will revert to those specified as the base rate in the EA. In this event if any individual salary then falls below those contained in the current SACS Award, the Parties will enter into immediate negotiations to ensure no individual is disadvantaged.

HOURS OF WORK

12. Span of Hours

Subject to the requirements of FPA Health, hours of work will be within the span of hours 8.00am-9.00pm Monday to Friday.

13. Overtime

All time worked in excess of the ordinary hours must be authorised by a manager prior to the time the work is carried out.

Overtime will be paid at the rate of time and one half for the first two hours in each day and double time thereafter. These provisions will apply to any time worked in excess of 38 hours in any one week or 8 hours in one day. (For staff employed prior to 4 September 2000 any time worked in excess of 35 hours in any one week or 7 hours in one day, excluding the 22 minutes per day worked in order to accrue a rostered day off on the 20th day.)

All work performed by full time or part time staff on Saturday will be paid at the rate of time and one-half and Sunday paid at the rate of double time.

14. Leave in Lieu of Payment

A full-time staff member who works a minimum of one (1) hour approved overtime, may elect to take leave in lieu of payment for overtime worked calculated in accordance with Clause 13. Such election must be made in writing by the end of the pay period in which it is accrued.

A part-time staff member who works additional rostered hours, may elect to take leave in lieu of payment for additional hours worked calculated at the ordinary rate of pay. Such election must be made in writing by the end of the pay period in which it is accrued.

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.

The maximum time in lieu time that can be accumulated shall be equivalent to the hours worked for one week.

The maximum time in lieu that may be added to annual leave shall be one week. Such time in lieu shall not attract annual leave loading.

15. Meal and Rest Breaks

A staff member, during each ordinary shift (ie. each eight hour rostered ordinary shift) shall have:

One interval of fifteen minutes (in addition to a meal break) for light refreshments. Such interval shall count as working time and shall be paid as such.

Each staff member shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty. Such meal breaks shall be unpaid.

LEAVE

16. Annual Leave

The purpose of annual leave is to provide a period of paid leave during which staff can have a sustained break from work. FPA Health encourages its staff to take their annual leave within the year it falls due.

Eligibility

All FPA Health staff members (except casual staff) are eligible for annual leave.

Entitlement

All full-time staff members are entitled to paid annual leave at the rate of 20 working days per annum. Service excludes periods of leave without pay.

Part time staff members are entitled to pro-rata accrual of the full-time rate.

Leave loading

After twelve months service then on each subsequent year, before proceeding on annual leave, a staff member will be paid an annual leave loading calculated as 17.5% of gross wages for the period of annual leave.

Annual leave will only be able to accrue to a maximum of two years entitlements.

17. Sick Leave

Eligibility

All FPA Health staff members (except casual staff) are eligible for sick leave.

Entitlement

Ten (10) days in the first and subsequent years of employment on account of personal ill health, or injury. A staff member shall be entitled to accrue indefinite sick leave.

A medical certificate is required for all periods of sick leave in excess of three days.

In certain circumstances, for example, where an employee is being managed for poor performance, FPA Health may require a medical certificate from a staff member for all periods of sick leave and will advise the staff member in advance.

If a staff member produces a medical certificate stating that he or she has been sick during annual leave, FPA Health will debit the staff member's sick leave balance for the equivalent period and re credit the annual leave entitlement.

18. Public Holidays

A staff member normally rostered to work will be entitled to holidays on the following days without deduction of pay:

New Year's Day

Australia Day

Good Friday

Easter Monday

Anzac Day

Queen's Birthday

Labor Day

Christmas Day

Boxing Day

or any such holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday.

FPA Health does not require staff to work on any Public Holiday.

An additional day's holiday will 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 to that day. This additional day's holiday will be the Annual Union Picnic Day.

When a public holiday is observed on a staff member's working day, during a period of annual leave, or sick leave, the staff member will be granted an additional day's leave, without loss of pay.

19. Learning and Development

FPA Health actively encourages the participation of all staff in continuing education, learning and development activities to increase their knowledge and skills relevant to their role in the organisation. The commitment of FPA Health to the continuing education, learning and development of all staff aims to:

provide staff with the necessary skills to meet current and future job demands

improve the quality of FPA Health services

maintain and improve professional standards and skills

build the capacity of FPA Health staff to fulfil the strategic goals of the organisation.

Eligibility

A staff member (other than a casual) is eligible for staff development leave.

Full time staff are allocated five (5) working days per annum accruable up to two years for approved staff development activities (equivalent pro rata for part time staff).

Application

The Staff Development Committee assesses all staff development applications.

Study Leave

Study leave is designed to assist staff to undertake relevant study, which is both advantageous to the staff member and to FPA Health.

Study leave provides an opportunity that is equally accessible to all eligible staff to improve their educational qualifications.

Eligibility

All full time and part time staff (except casual and fixed term) are eligible for study leave.

The course must be relevant to a staff member's work and be undertaken in an accredited educational institution.

Staff can apply for up to 4 hours per week paid study leave for a full time staff member and pro rata for a part time staff member.

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 staff member is enrolled.

Application

The requirements of the staff member's position with FPA Health 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 application.

20. Leave Without Pay

Eligibility

All FPA Health staff members (except casual staff) are eligible to apply for leave without pay. Leave without pay may be granted at the discretion of FPA Health.

Leave without pay may not be available if a staff member has accumulated annual leave or long service leave.

Leave without pay will not break the continuity of service, but will not count as service for the purposes of accrual of entitlements or incremental increases.

Application

Leave without pay must be approved by the Chief Executive Officer, in consultation with the relevant manager.

21. Personal Carers Leave

Eligibility

A staff member (other than a casual) is eligible for personal carers leave to provide care and support for a relative or a member of the same household when they are ill.

A staff member may access the following entitlements for personal carers leave;

1. Sick Leave – staff will be entitled to use any current or accrued sick leave entitlement. Such leave may be taken for part of a single day.
2. Annual Leave – including single days to a maximum of 5 days
3. Use of Time in Lieu

4. Make-up time – staff with the consent of the employer, may elect to work ‘make-up time’, where the employee takes time off in ordinary hours and works these hours at a later date.
5. Unpaid Leave

When all paid leave options are exhausted, a staff member can apply for unpaid leave for personal carers leave purposes in accordance with the leave without pay provisions in this agreement.

Application

A staff member must notify their manager soon as practicable with the name of the person requiring care and that person’s relationship to the staff member must be stated along with the expected length of the leave.

A staff member shall establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that care is required. A medical certificate or a statutory declaration is required if the personal carers leaves required is more than two (2) days. In normal circumstances, a staff member must not take carer’s leave under this subclause where another person has taken leave to care for the same person.

22. Compassionate Or Special Leave

Eligibility

All FPA Health staff members (except casual staff) are eligible for compassionate or special leave.

Entitlement

A full time staff member may be granted compassionate leave on full pay to a maximum of six days in any two years of service (equivalent pro rata for part time staff) for compassionate reasons, which shall include but not be limited to the following and will not be withheld unreasonably.

death in the staff member’s family or household

moving house

prevention from reporting for duty due to fire, flood etc

23. Long Service Leave

Eligibility

All FPA Health staff members are eligible for long service leave in accordance with the *Long Service Leave Act 1955*.

Entitlement

Full-time staff are entitled to two (2) calendar months on the completion of ten years service. Part time staff members are entitled to pro-rata accrual of the full time rate.

Periods of leave without pay (except sick leave without pay, which, when aggregated, does not exceed six months) are not counted as service for the purpose of long service leave.

After the initial ten years' service, long service leave accrues at the rate of two (2) weeks for each completed year of service and pro-rata for less than a completed year of service.

24. Parental Leave

Parental leave enables parents employed by FPA Health to care for their child (biological or adopted) during the first year of the child’s life, or the first year of the placement of the child. Parental leave incorporates maternity, adoption and partner’s leave.

Eligibility

All FPA Health staff members (except casual staff) may be eligible for parental leave if they have completed forty (40) weeks' continuous service.

A fixed term staff member will only be granted paid and/or unpaid parental leave if the period of leave falls within the time span of their contract of employment. If the fixed term staff member is subsequently offered another contract, he or she may extend the date for return from leave.

Casual staff members are not eligible for parental leave.

To be eligible for partners leave (except one week at the time of the birth or taking custody of the child) the staff members must assume the primary role of caring for the child. For the purposes of this clause "partner" includes same sex partners.

Unless there is a break in service, the forty (40) weeks' continuous paid service requirement need only to be met once to qualify for the first and subsequent grants of parental leave.

Paid entitlement (maternity and adoption leave)

A female staff member is entitled to up to nine (9) weeks paid leave on full pay.

Application

To be made to the Chief Executive Officer at least 10 weeks before the expected date of birth.

The application requires:

a medical certificate with the expected date of birth.

the expected date leave will commence and the

expected date of the staff members return to work.

Unpaid entitlement (maternity and adoption leave)

A female staff member is entitled to a grant of up to fifty-two (52) weeks unpaid maternity or adoption leave from the date of birth of the child. Any such maternity leave must not extend beyond the child's first birthday or 52 weeks from the placement of the child.

Right of return to classification

A staff member has a right to return to their previous position or, if this position no longer exists, to a position of an equivalent salary classification for which the staff member is capable and/or qualified.

Partner's leave

A staff member is entitled to the following leave, on the birth of a child of their partner or on taking custody of a child:

up to five (5) days paid leave beginning on the child's date of birth or on assuming custody of the child.

maximum of fifty-two (52) weeks unpaid leave from the date of birth or placement of the child.

25. Community Leave

Community leave may be granted to staff to enable them to perform a service to the community.

Eligibility

All FPA Health staff members (except casual staff) may be eligible for community leave.

Entitlement

This applies only to activities which are not regarded as duty and which are not covered by other forms of leave. The length of the period of leave granted will vary depending upon circumstances. However, the leave is to be limited to the minimum time necessary in each circumstance.

Jury Service

Paid leave is available for the duration of the service and/or period as a witness. Any payments received for jury service must be paid to FPA Health.

Military Leave

Two weeks paid leave followed by further leave as required dependent upon written documentation from the military.

A certificate of attendance at the training camp or school must be submitted on return to normal duties.

Blood Donation

An employee will be entitled to paid leave for the purpose of donating blood.

Volunteer emergency services

Leave is available for the period in which services are required. The staff member concerned must be a member of the voluntary emergency service and provide a certificate of attendance.

Observance of Religious/cultural days

FPA Health has commitment to valuing the culturally diverse nature of our workforce, particularly in regard to accommodating cultural and religious beliefs. Staff who wish to participate in cultural or religious ceremonies may either apply for paid annual leave or leave without pay.

TERMINATION OF EMPLOYMENT, REDUNDANCY AND ISSUE RESOLUTION

26. Termination of Employment

Except in cases of gross misconduct justifying summary dismissal, the employment a staff member shall be terminated by no less than two weeks' notice on either side or by the payment or forfeiture of two weeks' pay in lieu of notice.

27. Significant Organisational Change

FPA Health will consult with affected staff and the Australian Services Union on matters of significant organisational change. FPA Health will provide all relevant information about the changes, including the nature of the changes proposed and any expected effects of the changes on staff. FPA Health will give prompt consideration to matters raised by staff and/or the union in relation to the changes prior to a definite decision being made.

FPA Health will not be required to disclose any confidential information, which could adversely affect the organisation.

28. Redundancy

Where FPA Health for any reason, including the cessation or reduction of grant funding, has made a definite decision that a position currently held by a staff member will no longer exist, FPA Health will hold discussions with the staff member/s directly affected and the union.

Severance pay

In addition to the period of notice prescribed for ordinary termination a staff member whose employment is terminated for reasons set out in the Redundancy Clause 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 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	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 staff members current ordinary time hourly rate of pay multiplied by the average of weekly hours (excluding overtime) worked over the past fifty-two (52) weeks.

Alternative Employment

FPA Health may make application to the Commission to have a general severance pay prescription varied if the employer obtains alternative employment for a staff member.

Incapacity to pay

FPA Health may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's capacity to pay.

29. Issues Resolution

All parties must:

use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between FPA Health and the individual; and

abide by procedures set out in this Clause to resolve any issue, which might arise; and place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.

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.

1. 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.

2. 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.
3. If unresolved, the staff member is required to notify (in writing or otherwise) FPA Health as to the substance of the grievance, request a meeting with FPA Health for bilateral discussions and state the remedy sought.
4. Reasonable time limits must be allowed for discussion at each stage of the process.
5. 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.
6. Throughout all stages of these procedures, adequate records must be kept of all discussions.
7. At the conclusion of the discussion, FPA Health must provide a response to the staff members grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
8. Whilst the procedure is being followed, normal work must continue.
9. The staff member may be represented by a nominated representative who may be an Union Representative for the purpose of each step.

30. Union Business

Noticeboard

FPA Health shall provide an accessible space for union notices and post a copy of this Agreement for access by staff.

Union Fees

Members shall be entitled to have their union fees deducted from their fortnightly wages if they so desire.

The amount deducted shall be the appropriate annual union fee divided by 26.

Union delegates

Employees accredited as union delegates of the ASU shall be allowed to discuss any industrial matters with management or members within working hours without loss of pay. FPA Health will provide for union delegates, access to telephone, photocopy, fax and email for the purposes of communicating with members and union staff

Trade Union Training Leave

Employees accredited as union delegates of the ASU shall be entitled to a maximum of 3 days per year to attend delegate training and industry union delegate meetings.

31. Certificate of Employment

Upon termination of employment for any reason whatsoever, FPA Health shall furnish the staff member with a certificate of service in the following form:

- (a) Staff members' name
- (b) Period of employment, from to
- (c) Title of position

- (d) Salary scale
- (e) Nature of work

Signed:

FPA Health stamp:

Date:

32. No Extra Claims

It is a term of this Agreement, that the Industrial Association undertakes that it will not pursue any extra Claim, Agreement, Award or over-Award payment.

SIGNED FOR AND ON BEHALF OF FPA HEALTH BY:

Chief Executive Officer	01 / 06 / 04
	Date
Witness	01 / 06 / 04
	Date

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

Branch Executive President	01 / 06 / 04
	Date
Witness	01 / 06 / 04
	Date

SCHEDULE A

TABLE 1

Administration and Health Promotion staff salary scale

Level	2004 - 2007 Salary	2004 - 2007 Leave Loading	2004 - 2007 Superannuation	2004 - 2007 Total salary Package
Level 1 1st year	27,265	366	2,454	35,669
Level 1 2nd year	27,969	375	2,517	36,596
Level 1 3rd year	28,673	385	2,581	37,524
Level 2 1st year	29,271	393	2,634	38,313
Level 2 2nd year	30,286	406	2,726	39,444
Level 2 3rdyear	32,138	431	2,892	41,716
Level 3 1st year	32,931	442	2,964	42,744
Level 3 2ndyear	33,935	455	3,054	44,044
Level 3 3rd year	34,774	467	3,130	45,132
Level 4 1st year	35,925	482	3,233	46,623
Level 4 2nd year	36,820	494	3,314	47,733
Level 4 3rdyear	39,223	526	3,530	50,384
Level 5 1st year	40,695	546	3,663	52,009
Level 5 2nd year	42,398	569	3,816	53,888
Level 5 3rdyear	43,523	584	3,917	55,129
Level 6 1st year	43,523	584	3,917	55,129
Level 6 2nd year	44,325	595	3,989	56,019
Level 6 3rdyear	46,007	617	4,141	58,237
Level 7 A	47,385	636	4,265	60,054
Level 4 B	48,765	654	4,389	61,874
Level 4 C	50,143	673	4,513	63,943
Level 8 A	51,521	691	4,637	65,508
Level 8 B	51,565	692	4,641	65,567
Level 8 C	52,595	706	4,734	66,925