

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/63

TITLE: FPA Health Enterprise Agreement 2003

I.R.C. NO: IRC3/5510

DATE APPROVED/COMMENCEMENT: 24 November 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/334

GAZETTAL REFERENCE: 26 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 14

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to all nursing staff employed by FPA Health

PARTIES: FPA Health Ltd -&- the New South Wales Nurses' Association

FPA HEALTH ENTERPRISE AGREEMENT 2003

TABLE OF CONTENTS

Operational of the Agreement

Clause No.	Subject Matter
------------	----------------

- | | |
|----|------------------------------|
| 1. | Title of Agreement |
| 2. | Area, Incidence And Duration |
| 3. | Parties to the Agreement |

Engagement of Staff

- | | |
|----|--|
| 4. | Contract of Employment |
| 5. | Probationary Employment Classifications, Salaries and Allowances |
| 6. | Salaries |
| 7. | Payment of Salary |
| 8. | Allowances |
| 9. | Transitional Arrangements- FPA Health Manager Classification |

Hours of Work

- | | |
|-----|--------------------------|
| 10. | Higher Duties |
| 11. | Hours of Work |
| 12. | Labour Flexibility |
| 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. | Redundancy |
| 28. | Issues Resolution |
| 29. | Civil Liability |
| 30. | Industry Association Business |
| 31. | Certificate of Employment |
| 32. | No Extra Claims |

Schedule A

OPERATIONAL OF THE AGREEMENT

1. Title of Agreement

The agreement shall be known as the FPA Health Enterprise Agreement 2003.

2. Area, Incidence and Duration

This agreement shall apply to all nursing staff employed by FPA Health.

This agreement shall determine all of the conditions of employment of the employees which are capable of inclusion in an Award and operates to the full and total exclusion of the provisions of the Nurses', Other Than In Hospitals &c., (State) Award and Industrial Agreement No. 8681 and Enterprise Agreement 4486 of 1997 between Family Planning NSW (now known as FPA Health) and the New South Wales Nurses' Association.

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

3. Parties to the Agreement

The parties to this agreement are

FPA Health and the

New South Wales Nurses Association (NSWNA)

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 (other than FPA Health manager classifications) work, 38 hours per week, 8 hours per day over a 19 day month, with a rostered day off on the 20th day.

FPA Health manager classifications have no set hours but are required to work a minimum of 40 hours per week. (this clause shall not apply to existing staff employed prior to 1 October 2000.)

Part time staff

Part time staff will be engaged to work a regular number of hours per week.

A part time staff member, (other than FPA Health manager classifications) 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.

Casual staff

A casual staff member is engaged intermittently for work of an unexpected or casual nature.

A casual staff member shall be engaged for a minimum period of two consecutive hours for each period of engagement. Casual engagements will not normally extend beyond 4 weeks, after which time, alternative employment options (eg fixed term contract) may be considered.

A casual staff member will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 6, salaries of this agreement plus ten percent (10%).

With respect to staff employed as casual staff the provisions of Clause 16-27 inclusive do not apply (except public holidays).

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.

CLASSIFICATIONS SALARIES AND ALLOWANCES

6. 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.

7. Payment of Salary

Wages shall be paid fortnightly and all staff will be paid by electronic funds transfer. A pay slip stating gross wage, deductions and the net amount payable shall be issued. When a short fall occurs, payment will be made to the staff member by cheque.

8. Allowances

- a. A registered nurse, other than FPA Health Manager classifications, who is engaged in clinical instruction and educational duties teaching in the clinical situation shall be paid an allowance for time spent performing such duties, as set out in Table 2 of Schedule A.
- b. Employees employed prior to 1 October 2000 who are required to work as a "Vasectomy Nurse" shall be paid an allowance of \$2.00 per hour.
- c. Employees employed prior to 1 October 2000 who hold a Family Planning Certificate will be paid an allowance of \$9.52 per week.

9. Transitional Arrangements - FPA Health Manager Classification

A registered nurse eligible to be graded as a FPA Health Manager classification will be appointed to an appropriate level of the FPA Health Manager scale dependent on the requirements of the position.

Progression to another level of FPA Health Manager scale will be dependent on assessment of individual performance and approval of the Chief Executive Officer FPA Health.

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 more, will be paid an allowance equal to the difference between the minimum salary of the higher classified position and their own position.

A staff member will be entitled to be paid a full higher duties allowance unless it is specified at the time that they have only been appointed to perform part of the duties of the higher classified position, in which case a lesser amount will be paid.

HOURS OF WORK

11. Hours of Work

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

The ordinary hours of work (other than FPA Health Manager classifications) will be 38 hours per week or 8 hours per day exclusive of meal breaks.

FPA Health Manager classifications have no set hours but are required to work a minimum of 40 hours per week. (This clause shall not apply to existing staff employed prior to 1 October 2000.)

12. Labour Flexibility

By giving one month's notice to a staff member who works in a specific area FPA Health may require that staff member to work in any area within the organisation commensurate with their skill level.

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.

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.

This clause shall not apply to FPA Health Manager classifications, (except existing staff employed and appointed to a FPA Health Manager level prior to 1 October 2000.)

14. Leave in Lieu of Payment

A staff member who works a minimum of one (1) hour approved overtime may elect to take leave in lieu of payment for such overtime, calculated in accordance with Clause 13 Overtime. 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.

This clause shall not apply to FPA Health Manager classifications, (except existing staff employed and appointed to a FPA Health Manager level prior to 1 October 2000.)

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 accrue to a maximum of two years entitlements only.

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 a maximum of 75 days sick leave.

FPA Health requires a medical certificate from the staff member for all periods of sick leave, FPA Health may dispense with this requirement where the absence is less than three (3) consecutive days.

If a staff member produces a medical certificate stating that he or she has been sick for a period of one week or more during an absence on annual leave, FPA Health will re credit the staff member with an equivalent period of annual leave and debit their sick 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 Saturday

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.

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 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.

Entitlement

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 with twelve (12) months service are eligible for study leave. Casual and temporary staff are not eligible for study leave.

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

Entitlement

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, where they have completed 12 months continuous service. Leave 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.

Entitlement

A staff member must use their sick leave entitlements until exhausted then any other paid leave. If all leave is exhausted, staff 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.

Medical certificates are required to establish illness of the person concerned if the personal carers leave required is more than two (2) days. Medical certificates must establish the illness is such as to require care by another person.

22 Compassionate Leave

Eligibility

All FPA Health staff members (except casual staff) are eligible for compassionate 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:

Death in the staff member's family or household

Removal of house

Prevention from reporting for duty due to fire, flood etc.

23. Long Service Leave

Eligibility

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

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.

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.

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.

Right of return to classification

A staff member has a right to return to a position of an equivalent salary classification for which the staff member is capable or qualified.

Application

Made to the Chief Executive Officer at least ten (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.

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.

Paid leave

Jury Service

Leave is available for the duration of the service and/or period as a witness.

Military Leave

Two weeks 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

Leave is available for staff who wish to donate blood for the period required.

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.

Unpaid

Observance of Religious/cultural days

Staff may be required to participate in cultural or religious ceremonies. Staff may also apply to use their paid leave entitlements.

Application

Staff must provide evidence of necessity to attend community activities, expected dates and any payments received for jury service must be paid to FPA Health.

TERMINATION OF EMPLOYMENT, REDUNDANCY AND ISSUE RESOLUTION

26. Termination of Employment

Except in cases of gross misconduct the employment of 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. Redundancy

Where FPA Health for any reason, including the cessation or reduction of grant funding, has made a definite decision that they no longer wish the job the staff member has been doing done by anyone and that the decision may lead to termination of employment, FPA Health will hold discussions with the staff members/s directly affected.

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.

28. 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, is sue, 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. 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 level of authority.
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 Industry Association Representative for the purpose of each step.

29. Civil Liability

FPA Health shall be responsible for any civil action taken against a staff member in respect of any authorised action taken by the staff member in the course of their employment.

30. Industry Association Business

Industry Association Notice board

FPA Health shall provide an accessible space for Industry Association notices, whereupon, in addition to any material posted by the Industry Association, FPA Health shall post an updated copy of this Agreement.

Industry Association fees

Industry Association members shall be entitled to have their Industry Association fees deducted from their fortnightly wages if they so desire.

The amount deducted shall be the appropriate annual Association fee divided by twenty-six (26).

Right of entry

See Section 297, Chapter 5, Part 7 of the *Industrial Relations Act 1996*.

Accredited organisers or sub branch delegates

Accredited Organisers or sub branch delegates shall be allowed to approach or to be approached by an Industry Association member for payment of Industry Association dues or other payments or to discuss any matter related to the member's employment at any time during working hours.

Accredited Organisers or sub branch delegates shall be entitled to confer or negotiate with management within working hours without loss of pay on any matter affecting or likely to affect in any way staff in that establishment. Accredited Organisers or sub branch delegates shall have access to a telephone and be provided with a suitable cupboard or furniture to enable them to keep records, receipts and the like.

Annual Conference Leave

Accredited Organisers or Sub branch delegates of the Industry Association shall be paid leave for attendance at the Annual Conference the Industry Association.

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 Industry 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:

_____	08 / 08 / 03
Chief Executive Officer	Date
_____	08 / 08 / 03
Witness	Date

SIGNED FOR AND ON BEHALF OF THE NEW SOUTH WALES NURSES' ASSOCIATION BY:

_____	03 / 10 / 03
Acting General Secretary	Date
_____	03 / 10 / 03
Witness	Date

SCHEDULE A

Table 1

Registered Nurse	10% Payable First Full Pay Period December 2002	4% Payable First Full Pay Period December 2003	4% Payable First Full Pay Period July 2004
1st year of Service	35,573	36,995	38,475
2nd Year of Service	37,508	39,008	40,568
3rd year of Service	39,454	41,032	42,673
4th year of Service	41,514	43,175	44,902
5th year of Service	43,568	45,311	47,123
6th year of Service	45,630	47,455	49,353
7th year of Service	47,980	49,899	51,895
8th year of Service	49,950	51,948	54,026
Clinical Nurse Specialist	51,998	54,078	56,241

FPA Health Management Scale (relevant to nurses graded as FPA Health Manager)

Current	10 % Payable first full pay period December 2002	4 % Payable first full pay period December 2003	4 % Payable first full pay period July 2004
52020	57222	59511	61891
54060	59466	61845	64318
56100	61710	64178	66746
58140	63954	66512	69173
60180	66198	68846	71600
62220	68442	71180	74027
64260	70686	73513	76454
66300	72930	75847	78881

Table 2

Item	Clause	Allowance	Commencement of Agreement	1st full pay period Dec 2002	1st full pay period Dec 2003	1st full pay period July 2004
1	8	Clinical Instruction	2.77 per hour	3.05	3.17	3.30