

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/146

TITLE: **FPA Health Medical Officers Enterprise Agreement 2005**

I.R.C. NO: IRC5/137

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**NEW AGREEMENT OR
VARIATION:** New.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all medical officers employed by FPA Health Pty Ltd, located at 328-336 Liverpool Road, Ashfield, NSW 2131.

PARTIES: FPA Health Ltd -&- the Australian Salaried Medical Officers' Federation (New South Wales)

FPA HEALTH MEDICAL OFFICERS ENTERPRISE AGREEMENT 2005

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OPERATION OF THE AGREEMENT

1. Title of Agreement

The agreement shall be known as the FPA Health Medical Officers Enterprise Agreement 2005.

2. Area, Incidence and Duration

This agreement shall apply to all medical officers employed by FPA Health.

This agreement shall take effect from the date of registration and remain in force for two (2) years.

Parties may commence negotiations 6 months prior to the expiration of this agreement.

3. Parties to the Agreement

The parties to this agreement are

FPA Health and the

Australian Salaried Medical Officer Federation

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, and 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

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.

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 8, salaries of this agreement plus fifteen percent (15%).

With respect to staff employed as casual staff the provisions of Clause 17-29 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 member's 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

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.

CLASSIFICATIONS, SALARIES AND ALLOWANCES

7. Classifications

- (a) Medical officers will be appointed to an appropriate level of the FPA Health medical officers' classification scale dependent on the requirements and grading of the position.
- (b) Progression to another level of the FPA Health medical officers' classification scale will be dependent on the grading of the position and/or the medical officer meeting the requirements of the level.
- (c) All employees covered by this Agreement will be classified within the four classification levels as follows:

LEVEL ONE

Limited experience in the field of reproductive and sexual health, holds a FPA Health Certificate and has experience working in a multidisciplinary team environment.

The medical officer can manage clinical consultations independently within a clinical setting but requires a level of support from other higher level medical officers.

The medical officer will be required to advise and support FPA Health nurses in their clinical practice. In addition they will be required to participate in organisational processes, including quality activities, accreditation processes, clinical audits, staff development, and business planning.

The medical officer may be required to participate in appropriate health promotion activities and research as directed.

LEVEL TWO

Experience in the field of reproductive and sexual health, holds a FPA Health Certificate and has experience working in a multidisciplinary team environment.

The medical officer can manage clinical consultations independently within a clinical setting.

The medical officer will be required to advise and support FPA Health nurses in their clinical practice. In addition they will be required to participate in organisational processes, including quality activities, accreditation processes, clinical audits, staff development, and business planning.

The medical officer may be required to participate in health promotion activities and research projects as directed.

LEVEL THREE

High level of experience in the field of reproductive and sexual health, holds a FPA Health Certificate and has experience working in a multidisciplinary team environment.

The medical officer can manage complex clinical consultations independently within a clinical setting as well as supervise medical and other trainees.

The medical officer will be required to advise and support FPA Health nurses in their clinical practice. In addition they will be responsible for assisting in the development and implementation of organisational processes, including quality activities, accreditation processes, clinical audits, staff development, and business planning.

The medical officer may be required to have a significant involvement in education and training, professional education internally and external to FPA Health and may be responsible for managing health promotion, research and/or clinical projects.

LEVEL FOUR

High level of experience in the field of reproductive and sexual health, holds a FPA Health Certificate and has experience working in a multidisciplinary team environment.

The medical officer can manage complex clinical consultations independently within a clinical setting as well as supervise medical and other trainees.

The medical officer will be required to advise and support FPA Health nurses in their clinical practice.

The medical officer will have additional management responsibility, which may include supervision of medical officers (clinical supervision, overall performance management, recruitment and selection, occupational health, safety and rehabilitation as well as the implementation of FPA Health policies and procedures).

The medical officer may be required to initiate, develop and manage health promotion, research and/or clinical projects, professional education activities, education and training (internal and external), accreditation processes, implementation of clinical protocols, service unit business planning activities and quality activities.

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 and the net amount payable shall be issued. When a short fall occurs, payment will be made to the staff member by EFT.

10. Allowances

A medical officer who has obtained a higher medical qualification or post graduate degree relevant to practice as a FPA Health medical officer will be paid an allowance as set out in Table 2 of Schedule A. Higher qualifications include, but are not limited to, the following:

- Master of Reproductive Medicine
- Master of Medicine-with relevance to the field of family planning
- Master of Public Health
- Master of Health Education
- Master of Sexual Health
- Fellowship of the Australasian College of Sexual Health Physicians

11. 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.

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.

12. Packaging of Remuneration

- (a) Parties agree that a medical officer may elect to salary package up to \$15,450 or 100% of ordinary time wage (whichever is lower). The salary packaging arrangement will be in accordance with FPA Health 'Salary Packaging' procedures.
- (b) The benefits of the clause will be available for both full time and part time medical officers excluding casual medical officers.

HOURS OF WORK

13. 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.

14. 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.

15. Leave in Lieu of Payment

A staff member who works a minimum of one (1) hour approved overtime or additional rostered hours, may elect to take leave in lieu of payment for such overtime or additional hours, calculated in accordance with Clause 14 if overtime worked or ordinary rate of pay if additional hours worked. 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, which can be accumulated, shall be equivalent to the hours worked for one week.

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

16. 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

17. 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.

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 entitlement.

18. Sick Leave

Eligibility

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

Entitlement

Ten 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 untaken sick leave up to a maximum of seventy-five (75) days.

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

If FPA Health intends to request a medical certificate for periods of sick leave of less than three consecutive days, then the employer 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.

19. 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.

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.

20. 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 5 working days per annum accruable up to two years for approved staff development activities (equivalent pro rata for part time staff). Medical Officers will not be debited staff development leave for attendance at compulsory training for CPR, OH&S, Child protection or Fire training and any other designated compulsory training required.

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 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.

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 that 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.

21. 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.

22. 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.

23. 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:

- death in the staff member's family or household
- moving house
- prevention from reporting for duty due to fire, flood etc.

24. Long Service Leave

Eligibility

All FPA Health staff members (except casual staff) are eligible for long service leave in accordance with the Long Service Leave Act, 1955.

Entitlement

Full-time staff are entitled to 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 2 weeks for each completed year of service and pro-rata for less than a completed year of service.

25. 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 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 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 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 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 5 days paid leave beginning on the child's date of birth or on assuming custody of the child.

maximum of 52 weeks unpaid leave from the date of birth or placement of the child.

26. 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

Paid 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

27. Termination of Employment

Except in cases of gross misconduct justifying summary dismissal, 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.

28. Significant Organisational Change

FPA Health will consult with affected staff on matters of significant organisational change and feedback sought and considered prior to a definite decision being made.

29. 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 if relevant.

Severance pay

A staff member who is made redundant, in addition to the period of notice prescribed for ordinary termination shall be entitled to severance pay in respect of a continuous period of service as follows:

NSW Employment Protection Regulation 1995 Scale of Severance Payments		
Length of continuous service by employee	Rate of Calculation of severance payment	
	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 but less than 7 years	16 weeks' pay	20 weeks' pay * See note below

* Existing employees, employed prior to 1 January 2005 will retain an entitlement of an additional 2 weeks pay for each year of completed service to a maximum of 26 weeks.

"Weeks pay" means the staff member's current ordinary time hourly rate of pay multiplied by the average of weekly hours (excluding overtime) worked over the past 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.

30. 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. 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 Industrial Association Representative for the purpose of each step.

31. Federation Business

Notice board

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

Federation Fees

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

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

Accredited organisers or sub branch delegates

Accredited Organisers or sub branch delegates shall be allowed to discuss any industrial matters with management or members within working hours without loss of pay.

32. 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:

