

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/334

TITLE: Nurses' FPA Health Enterprise Agreement 2001

I.R.C. NO: 2001/6216

DATE APPROVED/COMMENCEMENT: 8 October 2001/1 October 2000

TERM: 25 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA98/77

GAZETTAL REFERENCE: 30 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to nurses employed by the Company, located at the following sites:
Ashfield, Chatswood, Hurstville, Fairfield, Newcastle, Penrith and Wollongong

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

**NURSES' FPA HEALTH
ENTERPRISE AGREEMENT 2001**

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Other Related Documents

- FPA Health Code of Conduct
- FPA Health Travel Allowance Procedure
- FPA Health Equal Employment Opportunity Procedure
- FPA Health Study Leave Procedure
- FPA Health Staff Development Procedure
- FPA Health Regrading Procedure



1. AREA, INCIDENCE AND DURATION

- (i) This Agreement shall apply to Nurses employed by FPA Health at the following workplaces:

Administration - Ashfield Head Office
328 Liverpool Road
Ashfield 2131 Tel: (02) 9716-6099 Fax: (02) 9716-6194

Chatswood
47 Hercules Street
Chatswood 2067 Tel: 9415-2700 Fax: 9411- 4680

Hurstville
12 The Avenue
Hurstville 2220 Tel: (02) 9570-7722 Fax: 9570-9844

FPA Health Multicultural Services
356 The Horsley Drive
Fairfield 2165 Tel 9754-1322 Fax: (02) 9754-1676

Newcastle
15-19 Queen Street
Cooks Hill Newcastle 2300 Tel: (02) 4929-4485 Fax: (02) 4926-2029

The Warehouse Youth Health Centre
13 Reserve Street
Penrith 2570 Tel: (02) 4721-8330 Fax: (02) 4731-6787

Wollongong
68 Church Street
Wollongong 2500 Tel: 4229-4638 Fax: (02) 4226-2506

- (ii) 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.
- (iii) This agreement shall, operate from the beginning of the first full pay period October 2000 and will remain in force until 30 November 2002. The parties have agreed that re negotiation of the next enterprise agreement can commence six months prior to the expiration of this agreement.



2.

PARTIES TO THE AGREEMENT

- (i) The parties to this agreement are
- (a) The New South Wales Nurses' Association, 43 Australia Street, Camperdown NSW 2050
 - and
 - (b) FPA Health 328-336 Liverpool Road Ashfield NSW 2131 Limited ACN 000 026 335
- (ii) The parties to this agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

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3. DEFINITIONS

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have the respective meanings assigned to them:

“Association” means the New South Wales Nurses’ Association

“Act” means the New South Wales Industrial Relations Act, 1996

“Clinical Nurse Specialist” means a registered nurse:

(a) with a minimum of four years’ post-basic registration clinical experience including three years in the field of sexual/reproductive health.

or

(b) with specific post basic qualifications and 12 months experience working in the clinical area of his/her specified post-basic qualification.

“Employer” means FPA Health

“FPA Health” formerly known as “Family Planning NSW”.

“Registered Nurse” means a nurse registered by the NSW Nurses’ Registration Board.

A “FPA Health Manager” is involved in the management of FPA Health and maybe a registered nurse who is responsible for the direction and maintenance of professional nursing standards and procedures and participates in the planning, implementation and evaluation of training courses for Nurses, and may also be responsible for the co-ordination and administration of a FPA Health centre/s.

Notwithstanding changes in the responsibilities of Managers, a Registered Nurse will always be responsible for professional nursing standards at FPA Health.

“Service”:- For the purpose of Clause 5, Salaries, of this Agreement means service before or after the commencement of this Agreement in the industry of nursing.



4. CONTRACT OF EMPLOYMENT

4.1 All employees will be engaged either on a full time, part time, casual or fixed term basis.

4.2 Terms of Engagement

- (a) FPA Health shall inform each employee in writing as to the terms of engagement and, in particular whether they are a full-time, part-time, fixed term or casual employee
- (b) FPA Health shall provide each employee upon engagement with a job descriptions outlining duties to be performed and hours of work.

4.3 Permanent Full-time Employees

- (a) A Full time employee works 152 hours per month over a 19 day month (ie 38 hour week). This does not apply to FPA Health Manager Classifications.

4.4 Permanent Part-time Employees

- (a) A permanent part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which is less than the number of days or hours worked by permanent full-time employees, but not less than four hours in any one day.
- (b) A permanent part time employee, other than FPA Health Manager classifications shall 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.
- (c) A permanent part-time employee shall receive the conditions of employment provided for by this Agreement for permanent full-time employees at a rate in proportion to the number of hours worked each week by such part-time employee.

4.5 Casual Employees

- (a) A casual employee means an employee who is engaged intermittently for work of an unexpected or casual nature and does not include an employee who could properly be engaged as a full-time or part-time employee, as defined in Clause 4, or those employed on fixed term contract engaged in accordance with this Agreement.
- (b) An employee engaged as a casual employee shall be engaged for a minimum period of two consecutive hours for each period of engagement.
- (c) The ordinary hours for a casual employee shall be within the ordinary span of hours specified in Clause 12 of the Agreement.
- (d) A casual employee shall 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 10 percent thereof with a minimum payment of two hours for each start.
- (e) With respect to employees employed as casual employees the provisions of subclause (ii) Clause 15-27 inclusive do not apply.



4.6 Fixed Term Employees

- (a) A contract employee shall mean an employee engaged for a fixed term.
- (b) Upon engagement of a contract employee, the employer shall furnish to the employee a written contract stating the duration of the contract, conditions of work and rate of pay in accordance with this Agreement.

5. LABOUR FLEXIBILITY

- (i) The employer may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling.
- (ii) The employer may direct an employee to carry out duties and use such equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care to patients.
- (iii) The employer acknowledges its past practice of appointing permanent staff to a fixed number of hours with nominated times and days of work and that employees have entered into these arrangements having regard to their other commitments including work and family responsibilities. The employees acknowledge that the employer entered into these arrangements having regard to client demand for clinics. Should it become necessary to introduce some permanent change to clinic times in order to reflect client demand for clinics, the employer shall seek to reach agreement with employees and shall reasonably accommodate an employee's other work and family responsibilities prior to implementing any change. Where there is a need to permanently change clinic times and the employer can demonstrate employee consultation and reasonable accommodation it may require an employee with not less than 30 days notice to work at different times and at different locations within the Sydney metropolitan area.
- (iv) Once the Manager Clinical Services or delegate has assessed a registered nurse as appropriately experienced (as per FPA Health guidelines) the nurse must be prepared to become a clinical instructor.



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.

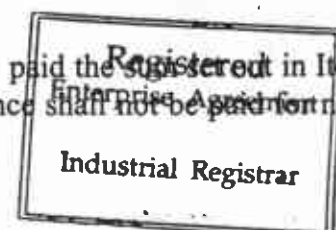
7. PAYMENT OF SALARY

- (i) Wages shall be paid fortnightly. All employees of FPA Health 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 employee by cheque.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the deposit being made, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day. Employees who are rostered off duty on payday shall be entitled to have their salary deposited before proceeding on annual leave or long service leave.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 28, Termination of Employment, of this Agreement, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

8. ALLOWANCES

- (i) 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 in performing such duties in addition to the rate prescribed by Clause 6, Salaries, of this Agreement. The allowance payable will be \$2.72 per hour or part thereof from the first full pay period October 2000, increasing to \$2.77 per hour on the first full pay period in December 2001.
- (ii) An employee who is required to work as a "Vasectomy Nurse" shall be paid an allowance of the sum set out in Item 2 of Table 2 of Schedule A per hour or part thereof for time spent in performing such duties in addition to the rate prescribed by Clause 6, Salaries, of this Agreement. Provided that this allowance shall not be paid for new employees employed after the 1 October 2000 and further provided that the allowance for current employees be statted at the current rate of \$2.00 per hour.
- (iii) An employee who holds the Family Planning Certificate shall be paid the sum set out in Item 3 of Table 2 of Schedule A per week. Provided that this allowance shall not be paid for new



employees employed after 1 October 2000 and further provided that the allowance for current employees be setted at the current rate of \$9.52 per week.

9. HIGHER AND EXTRA DUTIES ALLOWANCE

- (i) Any employee when directed to perform the whole of the duties and assume the whole of the responsibilities of another employee for a period in excess of three days, shall be paid, in addition to the employee's then current salary, an allowance for the period worked while performing higher duties, calculated as the difference between the salary of the employee directed to undertake the higher duties and the minimum salary which such employee would be entitled if appointed to the higher position.
- (ii) Where an employee is directed to perform the work of another employee which attracts a lower rate such employee shall not suffer any reduction in the rate of pay.

10. VEHICLE ALLOWANCE

- (i) Motor Vehicle Allowances shall be paid according to the FPA Health 's Travel Allowance Procedure.
- (ii) An employee who does emergency relief shall be paid all fares reasonably incurred for all travel to and from work. When an employee elects to use a motor vehicle for such travel they shall be paid the specified journey rate as set out in the FPA Health's Travel Allowance Policy.

11. TRANSITIONAL ARRANGEMENTS - FPA HEALTH MANAGER CLASSIFICATION

- (i) For the purposes of this clause 'transitional date' means the first full pay period commencing October 2000.
- (ii) 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.
- (iii) 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.
- (iv) Existing employees employed under the 1997 Nurses' Enterprise Agreement arrangements and appointed to a FPA Health Manager level will retain all their previous entitlements.



12. HOURS

- (i) The ordinary hours of work for full-time employees, other than FPA Health Manager's classifications, shall not exceed thirty-eight hours per week to be worked between the hours of 8.00am and 9.00pm Monday to Friday inclusive. Provided that wherever possible hours shall be arranged in such a manner that in each roster cycle of 28 calendar days, each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle.
- (ii) An employee's additional day off duty prescribed in subclause (i) of this clause shall be determined by the mutual agreement between the employee and FPA Health having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (i) of this clause.
- (iii) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (iv) 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 employees employed under the 1997 Nurses' Enterprise Agreement arrangements.)

13. OVERTIME – LEAVE IN LIEU OF PAYMENT

- (i) Employees shall work reasonable overtime when required by the employer.
- (ii)
 - (a) All time worked by employees in excess of 38 hours per week or before the ordinary commencing time or after the ordinary ceasing time shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime worked on Saturdays and Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
 - (b) All time worked by permanent part-time and casual employees in excess of the rostered daily hours of work prescribed for the majority of employees employed on that shift shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime worked on Saturdays and Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
- (iii) For the purpose of calculating overtime each day or shift shall stand alone.
- (iv) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum 4 hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (v) An employee required to work overtime for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each 4 hours' overtime, all such time shall be counted as time worked.



- (vi) (a) In lieu of receiving payment for overtime in accordance with this clause full-time employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period of time spent working in excess of ordinary hours of duty computed at overtime rates in accordance with Clause 13ii (a). Provided that 'time off in lieu' will apply when a minimum of one (1) hour approved overtime is worked in any one day. For any approved overtime worked less than one hour, the employee will either be paid for the time worked or take the time within the span of hours on a flexible basis. (eg if an employee worked 15-30 minutes overtime, the employee may start or finish later or earlier the next day/s by mutual agreement.

Full Time employees working approved overtime who take leave in lieu of payment will be able to accrue to a maximum of 38 hours, and all leave must be cleared within four pay periods (ie two months).

- (b) Where such accrued time cannot be taken within two months of its falling due, then such time shall be paid for in accordance with this clause at the rate of pay applying on the day of payment; provided that, in computing overtime, each period of overtime shall stand alone.
- (viii) This clause shall not apply to FPA Health Manager classifications, except existing employees employed under the 1997 Nurses' Enterprise Agreement arrangements and appointed to a FPA Health Manager level under this Agreement.

14. PENALTY RATES

- (i) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters.

The foregoing paragraph shall apply to casual workers but such workers shall not be entitled to be paid in addition the allowance of 10 percent prescribed in Clause 6, Part-time and Casual Employees, of this Agreement in respect of their employment between midnight on Friday and midnight on Sunday.

- (ii) Employees required to work on a Sunday shall be paid for a minimum of 4 hours' work.
- (iii) The additional payments prescribed by this Clause shall not form part of the employee's ordinary pay for the purpose of this Agreement except as provided in the Annual Holidays Act.



15. MEAL BREAKS AND REST BREAKS

An employee, during each ordinary shift (ie. each eight hour rostered ordinary shift) shall have:

- (i) 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. The interval shall occur at a time agreed between the employer and the employee.
- (ii) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Midday Meal - between 12.00 noon and 3.00pm

Evening Meal - between 5.00pm and 7.00pm

Such meal breaks shall be unpaid

16. ANNUAL LEAVE

- (i) Annual leave shall be granted to a full-time employee at the rate of twenty working days per year.
- (ii) Such leave shall be taken on its due date or as it is mutually convenient thereafter.
- (iii) After twelve months service, before proceeding on annual leave, an employee shall be paid an annual leave loading calculated as 17.5% of gross wages for the period of annual leave.
- (iv) Annual leave shall accrue to a maximum of two years entitlements only.



17. SICK LEAVE

- (i) An employee shall be entitled to sick leave of 10 days per year on account of personal ill-health or injury.
- (ii) All periods of sickness shall be certified to by the employee's own legally qualified medical practitioner. Provided that periods of sickness of 1 week or less may be certified by one of the following registered practitioners;

dentist
optometrist
chiropractor
osteopath
physiotherapist
oral and maxilla facial surgeon

The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such a requirement.

- (iii) Each employee shall as soon as is reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
- (iv) If the full period of sick leave prescribed in subclause (i) is not taken in any one year, the remaining entitlement, up to a maximum of 10 days, shall be accumulated.
- (vi) The employer shall not terminate the service of an employee whilst on sick leave.
- (vii) If the employee becomes sick or is injured whilst on annual leave such that he/she is unable to derive benefit from his/her annual leave, he/she shall be credited with an equivalent period of annual leave provided that proof of such illness or injury shall be furnished to the employer.

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18. PERSONAL CARER'S LEAVE

(1) Use of Sick Leave

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 17, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

(b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

1. "relative" means a person related by blood, marriage or affinity;

2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

3. "household" means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.



(2) Unpaid Leave for Family Purpose

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(3) Annual Leave

(a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(4) Time Off in Lieu of Payment for Overtime

(a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of clause 13, Overtime, the following provisions shall apply.

(b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

(c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

(e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(5) Make-up Time

(a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

(b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

19. PUBLIC HOLIDAYS

- (i) Public Holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one half day's pay in addition to the ordinary rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- (ii) Provided that, if an employee so elects, they may be paid one half day's pay in addition to the daily rate and have one day added to their period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.
- (iii) For the purpose of this Clause the following shall be deemed public holidays viz; New Year's day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the clinic is situated.
- (iv) The election referred to in subclause (ii) of this Clause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (v) An additional days holiday shall 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 thereto.

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Holidays for NSW under the Banks and Bank Holidays Act 1912

Public Holiday	2001	2002
New Year's Day		Tuesday, 1 January
Australia Day		Monday 28 January
Good Friday		Friday, 29 March
Easter Saturday		Saturday, 30 March
Easter Monday		Monday, 1 April
Anzac Day		Thursday, 25 April
Queens Birthday		Monday, 10 June
**Bank Holiday		Monday, 5 August
Labour Day	Monday, 1 October	Monday, 7 October
Christmas Day	Tuesday, 25 December	Wednesday, 25 December
Boxing Day	Wednesday, 26 December	Thursday, 26 December

* Yet to be proclaimed

** Not a state-wide public holiday

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20. LONG SERVICE LEAVE

Employees shall be entitled to long service leave in accordance with the provisions of the Long Service Leave Act, 1955, as amended.

21. PARENTAL LEAVE

Employees may access Parental Leave in accordance with the NSW Industrial Relations Act 1996.

22. COMPASSIONATE OR SPECIAL LEAVE

An employee may be granted special leave on full pay to a maximum of six days in any two years of service for compassionate reasons which shall include but shall not be limited to death in the employee's immediate family, removal of house, termination of pregnancy. Such leave will not be unreasonably withheld.

23. LEAVE WITHOUT PAY

- (i) Where an employee has completed at least twelve (12) months' continuous service or its equivalent, such employee may be granted leave without pay for a period not less than one (1) week and not more than fifty two weeks if good and sufficient reason be shown. Such leave shall not be available if the employee has accumulated Annual Leave or Long Service Leave. Such leave shall be authorised by the Chief Executive Officer in consultation with the Supervisor.
- (ii) Leave without pay shall not break the continuity of service, but shall not count as service for the purposes of accrual of entitlements or incremental increases.

24. EDUCATION LEAVE

(a) Conference Leave

Access to conference leave will be in accordance with the ~~FPA Health Staff development~~ procedure.

(b) Study and Examination Leave

- (i) After twelve (12) months' service a permanent employee may apply for paid study leave to a maximum of four (4) hours per week for a full-time employee and pro rata for a part time employee provided that such course is relevant to the employee's work and is approved by the supervisor in consultation with the Chief Executive Officer.
- (ii) The maximum leave which can be taken in any 12 month period shall be calculated on the basis of four (4) hours multiplied by the number of weeks in the academic year for the course in which the employee is enrolled.
- (iii) The requirements of the employee's position with the employer 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 employee's application.

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(c) Trade Association Training Leave

A maximum of two (2) employees shall be entitled to a maximum of six (6) working days leave on full pay in any two (2) year period, provided that adequate notice, which shall not be less than eight (8) weeks notice, is given to the employer and the following conditions met:

- (i) Adequate alternative work place arrangements can be made for the performance of the employee's normal duties.
 - (ii) At any one time only two (2) employees shall be entitled to leave for this purpose and no more than four (4) periods of leave shall be granted to employees covered by this Agreement in any two (2) year period.
 - (iii) The Association shall give written notice to the employer of the nomination of the employee together with time date and venue of the course.
 - (iv) Leave under this Clause shall count as service for all purposes.
- (iv) Only employees who are Association branch officials shall be entitled to Trade Association Training Leave.

25. FAMILY RESPONSIBILITIES

FPA Health recognises that family responsibility directly impact on the lives of our employees. FPA Health is committed to providing flexible and accessible arrangements for staff with family responsibilities.

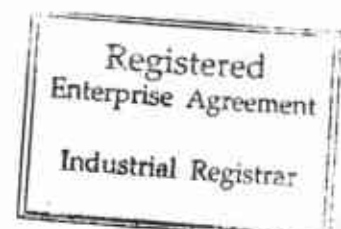
Accrued Leave entitlements should be reasonably provided to accommodate the competing roles of employees with respect to domestic/ family responsibilities. In circumstances where member(s) of an employee's family requires their assistance. Employees in the first instance should access their Personal Carers Leave see Clause 18.

In reference to employees with children in an emergency child care situation employees with prior contact and approval from their supervisor may bring their child to the workplace. The arrangement must not interfere with the performance of the employee's normal duties.

26. OBSERVANCE OF RELIGIOUS DAYS

FPA Health has commitment to valuing the culturally diverse nature of it's workforce, particularly in regard to accommodating religious beliefs.

Provided adequate notice is given by the employee, managers should make every effort to accommodate requests to the observance of religious duties by allowing employees to access their accrued leave entitlements or leave without pay.



27. JURY SERVICE/BLOOD DONATION

- (i) An employee shall be entitled to leave to attend jury service. Where payment for such service is less than the employee's normal rate of pay, the employer shall pay the employee such difference for the period of service.
- (ii) An employee shall be entitled to paid leave where such leave is for the purpose of donating blood.
- (iii) Where an employee takes leave under this Clause, the employer may request written proof that leave has been taken for the purpose sought.

28. TERMINATION OF EMPLOYMENT

Except in cases of gross misconduct the employment of an employee 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.

29. CERTIFICATE OF SERVICE

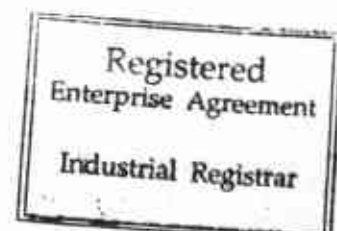
Upon termination of employment for any reason whatsoever, the employer shall furnish the employee with a certificate of service in the following form:

- (a) Employee's name
- (b) Period of employment, from _____ to _____
- (c) Title of position
- (d) Salary scale
- (e) Nature of work
- (f) Nature of employing body
- (g) Accumulated sick leave

Signed:

Stamp of Employer:

Date:



30. ISSUES RESOLUTION

- (a) All parties must:
- (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Employer and the individual; and
 - (ii) 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.
- (b) 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.
- (c) 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.
- (d) 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,
- (e) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (f) Reasonable time limits must be allowed for discussion at each level of authority,
- (g) 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
- (h) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (i) At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (j) Whilst the procedure is being followed, normal work must continue.
- (k) The employee may be represented by a nominated representative who may be a Association Representative for the purpose of each procedure.

31. CIVIL LIABILITY

The employer shall be responsible for any civil action taken against an employee in respect of any authorised action taken by the employee in the course of such employee's employment.



32. ASSOCIATION BUSINESS

ASSOCIATION NOTICE BOARD

The employer shall provide an accessible space for Association notices, whereupon, in addition to any material posted by the Association, an updated copy of this Agreement shall be posted by the employer.

ASSOCIATION FEES

- (i) Association members shall be entitled to have their Association fees deducted from their fortnightly wages if they so desire.
- (ii) The amount deducted shall be the appropriate annual Association fee divided by 26.

RIGHT OF ENTRY

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

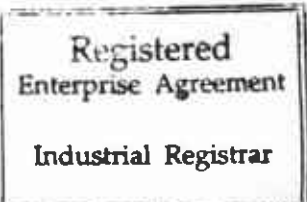
ACCREDITED ORGANISERS OR SUB BRANCH DELEGATES

Accredited Organisers or sub branch delegates shall be allowed to approach or to be approached by an Association member for payment of 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 employees 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 Association shall be paid leave for attendance at the Annual Conference of the New South Wales Nurses' Association.



SIGNED for and on behalf of THE NEW SOUTH WALES NURSES' ASSOCIATION

[Handwritten signature]

General Secretary

Date: 4 September 2001

[Handwritten signature]

Witness

SIGNED for and on behalf of FPA HEALTH

[Handwritten signature]

Date: 4 September 2001

[Handwritten signature]

Witness

CEO'S SIGNATURE
[Handwritten signature]

Registered
Enterprise Agreement
Industrial Registrar

Schedule A

TABLE 1

	2% Payable first full pay period October 2000	2% Payable first full pay period December 2001
Registered Nurse		
1 st Year of Service	31705	32339
2 nd Year of Service	33429	34098
3 rd Year of Service	35164	35867
4 th Year of Service	37000	37740
5 th Year of Service	38830	39607
6 th Year of Service	40671	41482
7 th Year of Service	42763	43618
8 th Year of Service	44519	45409
Clinical Nurse Specialist	46344	47271

FPA Health Management Scale

2% Payable first full pay period October 2000	2% Payable first full pay period December 2001
51 000	52020
53 000	54060
55 000	56100
57 000	58140
59 000	60180
61 000	62220
63 000	64260
65 000	66300

Registered
Enterprise Agreement
Industrial Registrar

TABLE 2

Item	Clause	Allowance	Commencement of Agreement	First full pay period October 2000	First full pay period December 2001
1	8	Clinical Instruction	2.67 p.h	2.72 p.h	2.77 p.h
2	8	Vasectomy	2.00 p.h	Stetted	
3	8	FPA Health Certificate	9.52 p.w	Stetted	

**Registered
Enterprise Agreement
Industrial Registrar**