

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/156

**TITLE:** FPA Health Medical Officers' Enterprise Agreement 2001

**I.R.C. NO:** 2002/932

**DATE APPROVED/COMMENCEMENT:** 11 March 2002

**TERM:** 1 July 2003

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 10 May 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 25

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all medical officers' in the employ of FPA Health

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



## FPA Health Medical Officers' Enterprise Agreement 2001

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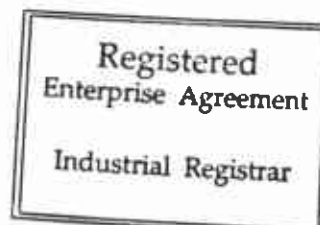
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## **OPERATION OF THE AGREEMENT**

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### **1 Title of the Agreement**

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The Agreement will be known as the FPA Health Medical Officers' Enterprise Agreement 2001.

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

This enterprise agreement is expressed in terms of full time rates and conditions. All conditions are pro rata for part time employees.

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### **2 Parties to the Agreement**

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The parties to this agreement are

(a) FPA Health 328-336 Liverpool Road, Ashfield NSW 2131

and

(b) Australian Salaried Medical Officers' Federation (New South Wales) Level 3 Suite 46, 330 Wattle Street Ultimo New South Wales 2007.

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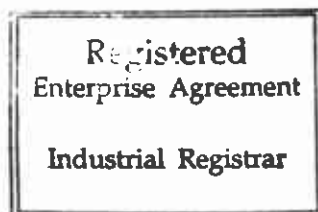
### **3 Area, Incidence and Duration**

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This Agreement will apply to all medical officers' in the employ of FPA Health.

This Agreement will take effect from the date of registration and remain in force until 1 July 2003.

Parties to commence negotiations no later than six months prior to expiration of this Agreement.



## ENGAGEMENT OF EMPLOYEE

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### 4 Definitions

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"Federation" means the Australian Salaried Medical Officers' Federation (New South Wales)

"Employer" means FPA Health

"FPA Health" formerly known as Family Planning NSW

"Medical Officer" will mean a person licensed or registered by the Medical Board of New South Wales pursuant to the Medical Practice Act (1992) employed by FPA Health.

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### 5 Contract of Employment

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

(5.2) Terms of Engagement

(a) FPA Health will 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 will provide each employee upon engagement with a position description outlining duties to be performed and hours of work.

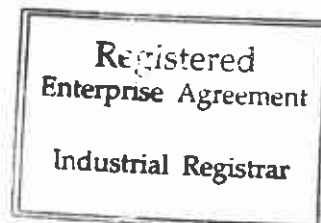
(5.3) Full Time Employees

A full time employee works 152 hours per month, (38 hours per week) over a 19 day month.

(5.4) Part Time Employees

(a) A part time employee will 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 3.5 hours in any one day, except where by mutual agreement a minimum of 1 hour per day will apply.

(b) A part time employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 7, Salaries, of this Agreement.



(c) A permanent part time employee will 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.

(5.5) Casual Employee

(a) A casual employee means an employee who is engaged intermittently for work of an unexpected or casual nature.

(b) An employee engaged as a casual employee will be engaged for a minimum period of three and half (3.5) consecutive hours for each period of engagement.

(c) A casual employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 7, Salaries of this Agreement plus 15 percent thereof.

(5.6) Fixed Term Employee

(a) A fixed term employee will mean an employee engaged for a fixed term.

(b) Upon engagement of a fixed term employee, the employer will 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.



## CLASSIFICATIONS, SALARY AND ALLOWANCES

### **6 FPA Health Medical Officer Classifications/ Transitional Arrangements**

- (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) Existing employees under the current FPA Medical Officers' Enterprise Agreement will be transferred at their existing level to the new the FPA Health medical officers' classification scale. No medical officers will be financially disadvantaged by these transitional arrangements.
- (c) 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.
- (d) For the purposes of this clause "transitional date" means the first full pay period commencing after the registration of this agreement with the Industrial Relations Commission NSW.
- (e) Medical officers required to undertake additional training in order to meet the criteria within their classification level will not be disadvantaged in any way. Furthermore, such training will be conducted during the Medical Officers' ordinary hours of work as far as possible. Where such training is scheduled outside the ordinary hours of work of the Medical Officer, the time is to be by mutual agreement.
- (f) 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.

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## **7 Salaries**

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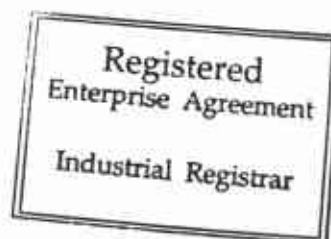
- (a) The minimum rates of pay will be as provided for in Table 1(a) and Table 1 (b) of Schedule A as applicable from the commencement of the first full pay period on or after the dates set out therein.
- (b) Wages will be paid fortnightly. All employees of FPA Health will be paid by electronic funds transfer. A pay slip stating gross wage, deductions and the net amount payable will be issued. When a short fall occurs, payment will be made to the employee by cheque.

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## **8 Allowances**

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- (a) A medical officer who has obtained a higher medical qualification or post graduate degree or diploma 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 or Diploma of Public Health
  - Master or Diploma of Health Education
  - Master or Diploma of Sexual Health
  - Fellowship of the Australasian College of Sexual Health Physicians
- (b) Medical officers performing vasectomy procedures will be paid an additional allowance of 15% of the appropriate base rate as set out in Table 1 of Schedule A, for all time rostered for such procedural sessions.



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**9 Higher Duties Allowance**

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- (a) Where a medical officer is directed, after consultation and agreement has occurred between the medical officer and FPA Health, to perform duties and assume the whole of the responsibilities of another, higher paid employee for a period of one calendar week or more, that medical officer will be paid, in addition to the medical officer's then current salary, an allowance for the total period worked while performing higher duties. The allowance will be calculated as the difference between the salary of the medical officer directed to undertake the higher duties and the minimum salary which the medical officer would be entitled if appointed to the higher position.
- (b) Where a medical officer is directed, after consultation and agreement has occurred between the medical officer and FPA Health, to undertake a proportion of the duties of another higher paid employee for a period of one calendar week or more, that medical officer will be paid an allowance calculated by the method set out in Clause 9(a) on the basis of the proportion of the higher paid position that the lower paid medical officer is undertaking.
- (c) Where a medical officer is directed, after consultation and agreement has occurred between the medical officer and FPA Health to perform the work of another employee which attracts a lower rate of pay, that medical officer will not suffer any reduction in her/his total remuneration.

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**10 Packaging of Remuneration**

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- (a) Parties agree that a medical officer may elect to receive up to 40 % of their total wages, including allowances, in a Fringe Benefit Tax (FBT) type scheme.
- (b) A medical officer electing to package remuneration will be charged an administrative fee determined in accordance with industry standards.
- (c) The benefits of the clause will be available only to permanent full time and part time medical officers.



## HOURS OF WORK

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### 11 Hours of Work

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Subject to the requirements of FPA Health, hours of work will be within the span of hours 8.00 a.m. to 9.00 p.m. Monday to Friday.

The ordinary hours of work will be 8 hours per day exclusive of meal breaks. The full span of hours will mean 38 hours per week.

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### 12 Overtime

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All time worked in excess of the ordinary hours must be authorised by a supervisor prior to the time the work is carried out and will be paid at the following rate:

- (i) 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 anytime worked in excess of 38 hours in any one week or 10 hours in one day.
- (ii) Provided that work has been authorised, all work performed by full time or part time medical officers on Saturday will be paid at the rate of time and one-half.

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### 13 Meal and Rest Breaks

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Each employee will be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty. The length of the meal break is to be by mutual agreement between the medical officer and FPA Health. Such meal breaks will be unpaid.

A medical officer will be entitled to have one paid tea break, of fifteen minutes duration, in each seven hour period of duty. Such tea break is to be taken at a time mutually agreed between the medical officer and FPA Health.



## LEAVE

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### 14 Annual Leave

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

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### 15 Sick Leave

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- (a) A medical officer will be entitled to be absent without loss of pay on account of illness or injury, for a period not exceeding ten (10) working days in the first and subsequent years of employment. All periods of sickness will be certified by a medical practitioner. FPA Health may dispense with the requirement of a medical certificate where the absence is for less than three consecutive days.
- (b) Medical officers will be entitled to accrual of untaken sick leave up to a maximum of seventy five (75) working days.
- (c) FPA Health will not terminate the services of a medical officer while that medical officer is on sick leave pursuant to Clauses 15 (a) & 15 (b).
- (d) If a medical officer becomes sick or is injured while on annual leave such that the medical officer is unable to derive benefit from annual leave, the medical officer will be granted leave under Clause 15 (a) equivalent to the period of sickness or injury occurring within the scheduled period of annual leave. Proof of such illness or injury will be furnished to FPA Health.



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**16 Public Holidays**

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- (a) An employee 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.
- (b) 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.
- (c) When a public holiday is observed on a medical officer's working day, during a period of annual leave, or sick leave, the medical officer will be granted an additional day's leave, without loss of pay.

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**17 Long Service Leave**

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- (a) For the purposes of this Clause:
- "Service" will mean service with FPA Health
  - "Service" will not include any period of leave without pay except in the case of medical officers who have completed at least ten years service (any period of absence without pay being excluded there from), in which case service will include any period of leave without pay, granted by FPA Health, not exceeding 6 months.
- (b) Where the services of a medical officer with at least five years service and less than ten years service are terminated by FPA Health for any reason other than the medical officers' serious and wilful misconduct, or by the medical officer on account of illness, incapacity or domestic or other pressing necessity, he/she will be entitled to be paid a proportionate amount for long service leave on the basis of 2 months long service leave for 10 years service.
- (c) Long service leave will be taken at a time mutually agreed between FPA Health and the medical officer.
- (d) Other than as provided in this clause, the Long Service Leave Act, 1955 will apply.

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**18 Maternity Leave**

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- (a) In this clause:



- “Expected date of birth”, in relation to a female employee who is pregnant, means a date specified by a medical officer to be the date on which the medical officer expects the employee to give birth as a result of the pregnancy.
- (b) A female employee who is pregnant will, subject to this clause, be entitled to be granted maternity leave:
  - (i) for a period of not more than 9 weeks on a full time basis prior to the expected date of birth; and
  - (ii) for a further period ending not more than 12 months after the actual date of birth.
- (c) An employee who has been granted maternity leave may, with the permission of the Chief Executive Officer, take leave after the actual leave of birth:
  - (i) Full time for a period not exceeding 12 months; or
  - (ii) Part time over a period not exceeding 2 years, or partly full time and partly part time over a proportionate period.
- (d) An employee who has applied for or been granted maternity leave will, as soon as practicable after the birth of her child (whether by the birth of a living child or otherwise), notify the Chief Executive Officer of the birth and the date on which it occurred.
- (e) An employee who has been granted maternity leave and who gives birth to a living child will not resume duty, on either a full time or a part time basis, before the expiration of 6 weeks after the birth of the child, unless a medical officer states that she is fit to do so.
- (f) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (g) An employee who resumes duty immediately on the expiration of maternity leave will:
  - (i) If the position occupied by her immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
  - (ii) If the position so occupied by her has ceased to exist – be entitled to be appointed (subject to the availability of other suitable positions) to another position for which she is qualified.
- (h) Except as otherwise provided by Clause 18 (i), maternity leave will be granted without pay.
- (i) An employee who:

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- (i) Applied for maternity leave within such time and in such manner as the Industrial Authority may from time to time determine; and
- (ii) Prior to the expected date of birth, completed not less than 40 weeks continuous service,

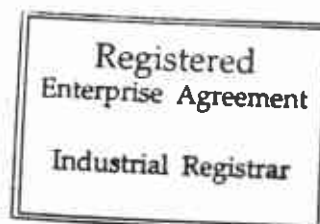
Is entitled to payment at her ordinary rate of pay for a period not exceeding 9 weeks of maternity leave or the period of maternity leave taken, whichever is the lesser period.

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## 19 Parental Leave

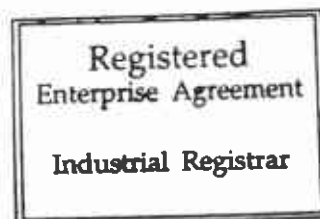
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- (a) The first week of parental leave will be paid and any additional period of parental leave will be unpaid.
- (b) An employee, upon production to his/her employer of the certificate required by Clause 19 (c)(i) will be entitled to one or two periods of parental leave, the total of which will not exceed 52 weeks, in the following circumstances:
  - (i) An unbroken period of up to one week at the time of confinement of his/her spouse/partner;
  - (ii) A further unbroken period of up to 51 weeks in order to be primary caregiver of a child provided that such leave will not extend beyond the child's first birthday. This entitlement will be reduced by any period of maternity leave taken by the employee's spouse/partner in relation to the same child and will not be taken concurrently with that maternity leave.
  - (iii) The employee must have had at least 12 months continuous service with the employer immediately preceding the date upon which he/she proceeds upon either period of leave.
- (c) At the time specified in Clause 19 (b) the employee must produce to his/her employer.
  - (i) A certificate from a registered medical officer which names his/her spouse/partner, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
  - (ii) In relation to any period to be taken under Clause 19 (b)(ii), a statutory declaration stating:
    - He/she will take that period of parental leave to become the primary caregiver of a child; and
    - Particulars of any period of maternity leave sought or taken by his/her spouse/partner.
- (d) Notice Requirements



- (i) The employee will, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he/she proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in Clause 19 (c).
- (ii) The employee will not be in breach of this paragraph as a consequence of failure to give the notice required in Clause 19(d) (i) if such failure is due to:
- The birth occurring earlier than the expected date
  - The death of the mother of the child
  - Other compelling circumstances
- (iii) The employee will immediately notify his/her employer of any change in the information provided pursuant to Clause 19 (c).
- (e) **Variation of Period of Parental Leave**
- (i) Provided the maximum period of parental leave does not exceed the period to which the employee is entitled under Clause 19 (b):
- The period of parental leave provided by Clause 19 (b)(ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
  - The period may be further lengthened by agreement between the employer and the employee.
- (ii) The period of parental leave taken under Clause 19 (b)(ii) may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (f) **Cancellation of Parental Leave**

Parental leave applied for under Clause 19 (b)(ii) but not commenced, will be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.





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**20 Personal Carers Leave**

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**(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 Clause 20 (1) (c) (ii) 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 15, 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:
      - "relative" means a person related by blood, marriage or affinity;
      - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

- "household" means a family group living in the same domestic dwelling.
- (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) Use of 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 Clause 20 (1) (c) (ii) who is ill.
- (3) Use of 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) Use of Time Off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with Clause 20 (1) (c) (ii) and despite the provisions of Clause 13, Overtime, the following provisions shall apply.
- (i) 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.
- (ii) 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.
- (iii) If, having elected to take time as leave in accordance with Clause 20 (4) (a) 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.
- (iv) Where no election is made in accordance with Clause 20(4) (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.

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**21 Compassionate or Special Leave**

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

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**22 Education Leave**

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- (1) **Conference Leave**
  - (a) Refer to FPA Health Staff Development procedure.
  - (b) If a medical officer has exceeded their annual entitlement (that is five working days per annum and pro rata for part time staff) due to attendance at compulsory training, the medical officer may apply to the Chief Executive Officer to have the equivalent time credited for that year to attend approved staff development activities. Approval should not be unreasonably withheld.
- (2) **Study and Examination Leave**
  - (a) After 12 months service a medical officer may apply for paid study leave to a maximum of four 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 employee's supervisor in consultation with the Chief Executive Officer.
  - (b) The maximum leave which can be taken in any 12 month period will be calculated on the basis of four hours multiplied by the number of weeks in the academic year for the course in which the employee is enrolled.
  - (c) 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 will be taken into account in consideration of the employee's application.



**(3) In-Service Courses and Meetings**

Where a full time and part time medical officer is required by FPA Health to attend a meeting held out of the medical officers usual hours of work, the medical officer will be paid her/his normal hourly rate with a minimum of one hour paid for the purposes of meetings only.

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**23 Leave Without Pay**

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- (a) 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 may not be available if the employee has accumulated annual leave or long service leave. Such leave may be authorised by the Chief Executive Officer in consultation with the Supervisor.
- (b) 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.

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**24 Observance of Religious Duties**

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

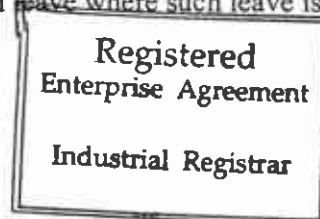
Provided adequate notice is given by the employee, managers should make every effort to accommodate requests to the observance of religious duties by allowing employees to access their accrued leave entitlements or leave without pay.

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**25 Jury Service/Attendance at Court/Blood Donation**

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- (a) An employee will 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 will pay the employee such difference for the period of service.
- (b) Where an employee takes leave under this Clause, the employer may request written proof that leave has been taken for the purpose sought.
- (c) An employee required to attend court unrelated to FPA Health may access annual or long service leave or leave without pay in accordance with Clause 23.
- (d) An employee will be entitled to paid leave where such leave is for the purpose of donating blood.



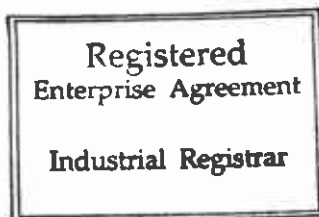
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**26 Family Responsibilities**

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FPA Health, consistent with its emphasis on being a family friendly employer, is committed to assisting employees manage the balance between work and 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 20.



## **TERMINATION, ISSUE RESOLUTION AND REDUNDANCY**

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### **27 Termination of Employment**

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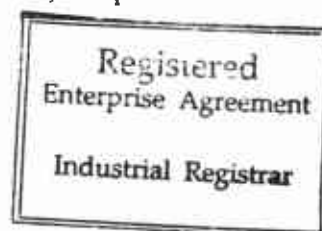
Except in cases of gross misconduct the employment of an employee will be terminated by no less than two weeks notice on either side or by the payment or forfeiture of two weeks pay in lieu of notice.

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### **28 Issue Resolution**

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- (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. The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working conditions.
- (k) The employee may be represented by a nominated representative who may be a Federation representative for the purpose of each procedure.

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**29 Redundancy**

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Where a situation of redundancy arises, FPA Health will pay to any medical officer made redundant:

- (i) 4 weeks pay in lieu of notice;
- (ii) Severance pay as follows:

Years of Service	< 45 years of age	> 45 years of age
Less than 1 year	2 weeks	2 weeks
1 year but less than 2	4 weeks	5 weeks
2 years but less than 3	7 weeks	8.75 weeks
3 years but less than 4	10 weeks	12.5 weeks
4 years but less than 5	12 weeks	15 weeks
5 years but less than 6	14 weeks	17.5 weeks
6 years but less than 7	16 weeks	20 weeks

and so on, being 2 weeks pay for each year of completed service to a maximum of 26 weeks.

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**30 Certificate of Employment**

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

Employee's name .....

Period of employment, from ..... to .....

Title of position .....

Nature of work .....

Nature of employing body .....

Signed .....

Stamp of Employer .....

Date .....



## **FEDERATION BUSINESS**

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### **31 Federation Notice Board**

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An accessible space for Federation notices will be provided by FPA Health, whereupon, in addition to any material posted by the Federation, an updated copy of this Enterprise Agreement will be posted by FPA Health.

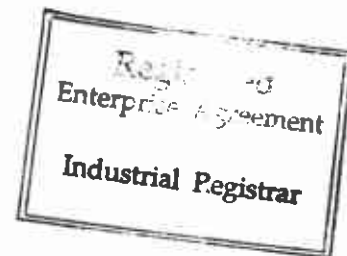
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### **32 Federation Fees**

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Federation members will be entitled to have their Federation fees deducted from their fortnightly wages if they so desire.

The amount deducted will be the appropriate annual Federation dues divided by 26.





**SIGNED for and on behalf of THE AUSTRALIAN SALARIED MEDICAL OFFICERS' FEDERATION (NSW)**

  
.....  
General Secretary

Date:

19/2/2002

  
.....  
Witness

Date:

19/2/2002

**SIGNED for and on behalf of FPA HEALTH**

  
.....  
Chief Executive Officer

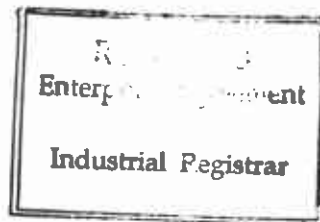
Date:

8/2/02

  
.....  
Witness

Date:

8.2.02



**SCHEDULE A**

**Table 1**

	<b>9% Payable first full pay period July 2001</b>	<b>3% Payable first full pay period July 2002</b>
<b>Medical Officer</b>	<b>Per Annum</b>	<b>Per Annum</b>
Level One	\$75,631	\$77,900
Level Two	\$93,696	\$96,507
Level Three	\$99,401	\$102,383
Level Four	✓ \$103,722	\$106,834

**Table 2**

<b>Allowance</b>	<b>Commencement of Agreement</b>	<b>9% First full pay period July 2001</b>	<b>3% First full pay period July 2002</b>
<b>Higher Qualifications</b>	\$2,560 pro rata per annum	\$2,790 pro rata per annum	\$2,874 pro rata per annum

