

**REGISTER OF
ENTERPRISE AGREEMENTS**

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Enterprise Agreement
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ENTERPRISE AGREEMENT NO: EA98/55

TITLE: Government Employees Health Fund (Wollongong) Enterprise Agreement

I.R.C. NO: 97/7300

DATE APPROVED/COMMENCEMENT: 23 February 1998

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA 315/96**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees directly managed from the Government Employees Health Fund Office at 10 Richardson Street, Wollongong 2500

PARTIES: Government Employees Health Fund Limited -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

~~Ex 1~~



**GOVERNMENT EMPLOYEES HEALTH FUND
(WOLLONGONG)**

ENTERPRISE AGREEMENT

1997/98

ENTERPRISE AGREEMENT



BETWEEN

GOVERNMENT EMPLOYEES' HEALTH FUND LIMITED
(A.C.N. 003 683 298)

AND

THE FEDERATED MUNICIPAL AND SHIRE COUNCIL EMPLOYEES' UNION
OF AUSTRALIA, NEW SOUTH WALES DIVISION

1. PARTIES TO THE AGREEMENT

An ENTERPRISE AGREEMENT, made in pursuance of the New South Wales Industrial Relations Act 1996 ("the Act") as amended, in accordance with the said Act, between Government Employees Health Fund Limited (A.C.N. 003 683 298) of 85 Smith Street Wollongong, New South Wales ("the Fund") of the one part and The Federated Municipal and Shire Council Employees' Union of Australia (NSW Division) ("the Union") of the other part.

Now it is hereby agreed by the parties as follows:

2. TITLE

The Enterprise Agreement shall be known as the **Government Employees Health Fund (Wollongong) Enterprise Agreement**.

3. INTENTION

The purpose of this agreement is to regulate the terms and conditions of employment previously regulated by Enterprise Agreement No. EA 315/96 filed in accordance with the provisions of the Industrial Relations Act 1991 and the Clerks (State) Award. For the purpose of this Enterprise Agreement, the provision of the Industrial Agreement Number 8213 filed in accordance with the Industrial Arbitration Act 1940 as amended, apply to service prior to 13 July 1992 and the Clerks (State) Award does not.



4. INCIDENCE

- (a) This agreement shall operate in conjunction with the Clerks (State) Award and shall apply to Government Employees Health Fund Limited and its employees directly managed from the Fund's Wollongong offices.
- (b) Apart from clauses specified in this agreement, all other clauses of the Clerks (State) Award will apply. Where there is any inconsistency, this agreement shall prevail to the extent of the inconsistency.

5. DURESS

This agreement was not entered into under duress by any party to it.

6. TERM

This agreement shall operate from its date of registration and shall remain in force for a period of one (1) year unless varied or terminated earlier by the provisions provided by the Act.

7. AIMS AND OBJECTIVES OF THE ENTERPRISE AGREEMENT

- (a) The Fund as a registered health benefits organisation has a mission to satisfy members' needs for sympathetic financial support in achieving ongoing good health. The Fund is committed to maintaining and developing a sound workplace relationship with its employees by:
 - (i) fostering an open and trusting climate,
 - (ii) ensuring the prosperity of the Fund so as to protect jobs and create new job opportunities,
 - (iii) employee participation and involvement by way of teamwork and our Excellent Service Programme,
 - (iv) an educated, skilled, aware, group of people whose merit is recognised,



- (v) a commitment to excellent service - by meeting the expectations of our customers through a process of continuously improving productivity, reducing costs and enhancing service, by achieving Best Practice, measurable through our Benchmarking systems.

The Fund and the Union recognise that the services rendered by the Fund represent an opportunity to maintain a viable, productive and enduring enterprise offering secure employment and worthwhile careers for employees.

- (b) The objectives of this Agreement are:
 - (i) through the effective and efficient application of employee resources and technology to maintain a viable and enduring enterprise for the benefits of employees and members,
 - (ii) to continually enhance the quality of services to members,
 - (iii) to develop employees and to provide them with the skills needed to enable the Fund to satisfy members' needs, by way of ongoing training and personal development programmes.

- (c) The Fund and the Union acknowledge that an essential factor in achieving these objectives is the development and maintenance of harmonious and productive working relationships between all employees, management and the Fund so as to ensure that employees are committed to their jobs and the success of the enterprise. The parties agree that the achievement of such working relations and commitments require:
 - (i) that employees be involved in the making of decisions which affect them,
 - (ii) that employees have the opportunity to achieve their full potential within the context of the enterprise,
 - (iii) that employees, as well as members, benefit from the success of their efforts,
 - (iv) the willingness of employees to accept total flexibility of jobs and duties across the Fund, subject only to individual skills or abilities to perform particular tasks, to eliminate demarcation problems,
 - (v) the willingness of employees to avoid any action which might disrupt the continuity of production or reduce the effectiveness of the Fund.

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- (d) To ensure the meeting of the objectives of the Agreement the parties agree that the following measures form an integral part of the Fund's operations:
- (i) at all times terms and conditions of employment will be based upon the specific needs of the enterprise whilst ensuring that all employees enjoy equivalent conditions of service.
 - (ii) the Fund and its employees will constantly seek improvements in safety, methods of production, work organisation, quality and any other areas which will enhance the effectiveness of the Fund's operations,
 - (iii) the avoidance of any action which disrupts or impedes production by the prompt resolution of employee concerns through effective communication and the agreed processes of consultation and grievance handling,
 - (iv) the training and development of employees to ensure that they have the opportunity to achieve their potential within the enterprise and meet the changing needs of the enterprise,
 - (v) the undertaking of work in a flexible and efficient manner,
 - (vi) ensuring that working relationships between employees are developed to promote mutual trust, open communication of relevant information and ideas and co-operation generally,
 - (vii) the maintenance of standards of conduct and attendance necessary to ensure safe and efficient operation,
 - (viii) the implementation of a system of remuneration which gives encouragement to employees to improve their skills, abilities and performance in line with the operational need of the enterprise,
 - (ix) to ensure that differences in conditions of employment between employees are minimised.

8. DEFINITIONS

- (a) **"Administrative Officer"** shall mean an employee whose employment consists primarily of administrative, coordinating and planning tasks.
- (b) **"Part Time Employee"** shall mean an employee performing duties of a classification covered by this Agreement for a regular and fixed but lesser number of ordinary working hours per week than is prescribed for the said classification.
- (c) **"Casual Employee"** shall mean a person appointed from outside the service of the Fund on hourly hiring and such employee shall be paid at an hourly rate of one thirty-fifth of the weekly salary prescribed by this Agreement for the class of work which they perform, plus a loading of twenty percent. Other conditions of employment in this Agreement do not apply to casual employees.
- (d) **"Discharge"** shall mean the termination of employment as a consequence of retrenchment, re-organisation or shortage of work, or other reasons for which the employee was not responsible.
- (e) **"Dismissal"** shall mean the termination of employment with the Fund because of the employee's neglect of duties, misconduct, unsuitability, excessive absence from work or any other reason for which the employee is responsible.
- (f) **"Resignation"** shall mean the termination of employment by an employee voluntarily leaving the service of the Fund.
- (g) **"Probationary period of employment"** shall mean the period of employment all employees serve before being permanently appointed. The length of the period is dependent upon the position in question and the skills and experience to be acquired. The maximum initial term for a probationary period is 6 months.

This period may be extended on occasions where considered necessary by the General Manager of the Fund.

- (h) **"The ordinary working week"** shall mean a span of five consecutive days, where the commencing and finishing times are agreed to by the employer and employee and the agreement relates to a thirty five hour week. The ordinary working week shall not exceed 42 hours in any one week or ten hours in any one day, exclusive of unpaid meal breaks and shall be paid at ordinary time.

9. HOURS OF WORK

Precis

The intention of this clause is to ensure that the employee and the employer are provided with the benefits that accrue from flexible working arrangements. It is not the intention that normal working hours be changed without agreement, nor that the employer or employee can manipulate these arrangements to their unfair advantage. At any stage of discussion either the employee(s) or the employer may seek assistance from the Consultative Committee, which will be kept up to date on all variations to hours of work.

- (i) The ordinary hours of work for employees shall be 35 hours per week. Commencing and finishing times to be agreed upon by the employer and the employee(s) concerned.
- (ii) Except as otherwise provided by subclause (v), the ordinary working week shall be worked between Monday and Friday inclusive and shall not exceed forty two (42) hours in any one week or ten (10) hours in any one day, exclusive of unpaid meal breaks, and shall be paid at ordinary time.
- (iii) Additional hours worked in excess of thirty five (35) hours in any one week or seven (7) hours in any one day, may be taken as flexi-time. No employee shall accrue more than fourteen (14) hours flexitime unless by agreement between the employer and the employee(s).
- (iv) In relation to subclause (i), (ii) and (iii), any agreement to alter an existing arrangement shall only be implemented by agreement between the employer and the employee. Such agreements must be fair and equitable to both parties and must recognise the Fund and the relevant team's service requirements to members in all States.
- (v) Commencing and finishing times outside the ordinary working week may be agreed upon by the employer and the employee(s) concerned provided that the agreement relates to a thirty five (35) hour week.

10. ACHIEVEMENT BASED REMUNERATION

Precis

Our philosophy as an organisation is to recognise and to reward both individual and team effort. As a group of people, we are committed to the concept of lifetime learning and we strive to provide individuals with the opportunities to develop in their professional lives and to be provided the opportunities to apply their natural talents in the workforce. We recognise that individuals should be paid in recognition of the outcomes they achieve in the workplace and that these outcomes are, by necessity, founded on competencies.

In providing individuals with these opportunities, GEHF, as an employer, notes the need to consider workplace requirements for additional competencies within a team and the benefits of assisting people achieve career goals in keeping with their natural talents.

Permanent Employees

Achievement Based Remuneration is founded on workplace outcomes, competencies and merit. It establishes a minimum and maximum salary level for an employee (and hence a "salary band") based upon the outcomes they achieve in the workplace and the competencies required to achieve these outcomes.

An employee's pay irrespective of the salary band they are in, is comprised of;

- (i) Minimum Salary Level - determined by the outcomes they achieve and the competencies they require to achieve these outcomes; and
- (ii) Merit Pay - to recognise individual effort in achieving workplace outcomes.

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Salary Bands as at 6 November 1995

Permanent Employees

	Minimum salary level (\$)	Maximum salary level (\$)
Band 1	417	439
2	439	463
3	463	490
4	472	500
5	486	516
6	495	525
7	510	540
8	520	551
9	538	571

As further competencies are developed, additional appropriate Salary Bands will be added to the above list as required. Until this process is completed, the following salary levels for Administrative positions will continue to apply:

Administrative Officers

Grade 1	613
2	631
3	650
4	668
5	690
6	715
7	733
8	754
9	773

Casual Employees

Rates of pay for casual employees shall be up to Band 2 plus casual loadings. The appropriate Band will depend on the skills possessed by the individual or unless otherwise agreed by the General Manager.

11. SALARY AND CAREER PROGRESSION

The Fund is committed to ongoing training programmes to provide genuine salary and career progression to employees as a means of meeting members' service expectations.

- (a) An employee in a position covered by the salary bands shall progress vertically within their band on the basis of merit.
- (b) Progression from one band to the next, will be on the basis of competencies obtained and applied in the workplace, with employees obtaining further competencies with the agreement of their manager.
- (c) An employee may approach any manager at any time to discuss opportunities for progression within their present or other teams.
- (d) An employee will be considered to have acquired a particular competency when they have completed the appropriate Competency Based Training programme and been subsequently assessed as competent, or their manager recognises prior learning of the employee. Where there is disagreement between the employee and manager as to whether the employee is competent, the employee will be assessed using the principles of Competency Based Training.
- (e) Where an employee's pay level exceeds his/her level of competency as at the change over to the Achievement Based Remuneration system, an appropriate and supportive development plan will be established for the employee by their manager in conjunction with Personnel & Training so that the employee's competency level aligns with their pay level. In the first instance, the development plan will be based on a 12 month period, however, each employee will be considered individually by their manager.

12. OVERTIME

The Fund may require any employee to work reasonable overtime at overtime rates and the employee shall work overtime according to the extent of the requirement.

- (a) Except as otherwise prescribed by this Agreement, any employee who is directed to work and who does work in excess of 10 hours per day or 42 hours per week, shall be paid for that overtime at the rate of double ordinary time.

- (b) Where there is prior agreement between the employer and the employee, an employee directed to work and who does work in excess of 10 hours per day or 42 hours per week may elect either to be paid the appropriate overtime rate or be granted equivalent time in lieu (that is flexi-time) of the hours worked having regard to Clause 9 (iii).
- (c) Any employee who is directed to work and who does work outside of their ordinary working week, shall be paid for that overtime at the rate of double ordinary time

13. MEAL BREAK

- (a) An employee shall not at any time be compelled to work for more than five (5) hours without a break for a meal.
- (b) (i) Where an employee works overtime immediately following the completion of a ten (10) hour day, the employee will be allowed a meal break of thirty (30) minutes paid for at the appropriate rate of pay provided that the employee is required to work for at least a further one (1) hour.

The meal break must be taken before the commencement of the overtime period unless an alternative arrangement is agreed to by both the employee and the employer.

- (ii) Where an employee works four (4) consecutive hours of time at overtime rates, the employee shall be allowed a meal break of twenty (20) minutes provided that the employee is required to work for at least a further one (1) hour. Such one (1) hour may be worked continuously with the overtime already worked or may be broken by the taking of a meal break. Meal breaks may be taken as they fall due, or otherwise by mutual arrangement having regard to clause 13(b).
- (iii) An employee may, by mutual arrangement, extend a meal break to a period not exceeding one hour. However, any time in excess of the allowed meal break shall not be paid for.

14. MEAL ALLOWANCE

A meal allowance shall be paid at the rate prescribed in the Clerks (State) Award as amended from time to time, whenever a paid meal break occurs, as per Clause 13.

15. TERMS OF EMPLOYMENT

(a) Notice of Terminating Employment

- (i) Employees other than Administrative Officers shall give to the Fund two (2) weeks notice of termination of employment. Failure to do so will result in that employee's forfeiture of two (2) weeks salary.
- (ii) Similarly, the Fund shall give its employees two (2) weeks notice of termination of employment. Failure to do so will result in a payment of two (2) weeks salary to the employee.

(b) (i) Administrative Officers shall give to the Fund four (4) weeks notice of termination of employment. Failure to do so will result in that employee's forfeiture of four (4) weeks salary.

- (ii) Similarly, the Fund shall give its employees four (4) weeks notice of termination of employment. Failure to do so will result in a payment of four (4) weeks salary to that employee.

(c) (i) Where an employee has given or been given the required notice, the employee shall continue in employment until the expiration of the notice.

- (ii) Any employee who, having given or been given the required notice is absent from work without reasonable cause (proof of which shall lie on the employee), shall not be entitled to payment for work done during such period.

- (iii) Nothing contained in this Clause shall affect the right of the Fund to dismiss any employee without notice for malingering, neglect of duty, or misconduct. In the event of such dismissal, wages shall only be paid for the time worked.

(d) Absences from Work

The Fund may (in addition to any other action it is entitled to take) deduct from the wages of any employee payment for all time lost, when the employee is absent from work without permission.



(e) Payment upon Death

- (i) Where the service of an employee is terminated by death, the Fund shall pay any monies due in respect of annual and/or long service leave to:
 - (1) the widow or widower of the deceased employee; or where the employee does not leave a widow or widower, to the children by marriage or adoption of the deceased employee in equal shares; or
 - (2) the legal representative of the deceased employee where the employee does not leave a widow or widower; or does not leave children by marriage or adoption.
- (ii) Where the person to whom payment is to be made in accordance with (i) of this subclause is:
 - (1) a child of the deceased employee who has not attained the age of eighteen (18) years, the Fund shall pay the whole or relevant proportion of the amount involved to the legal representative of the deceased employee on behalf of the child.
 - (2) an adult, but who is, in the opinion of the Fund, incapable of providing a proper acquittance, the Fund shall pay the whole or relevant proportion of the amount involved to the legal representative of the deceased employee on behalf of the adult.
- (iii) Where payment of the money value of annual and/or long service leave has been made under (i) and (ii) of this subclause, no action may be brought against the Fund for payment of any amount in respect of such leave.

(f) Confidentiality

An employee who is considered by the General Manager to have breached the confidentiality of the Fund's records will have committed wilful misconduct.



16. HOLIDAYS

- (i) Under this Agreement all proclaimed or gazetted public holidays for New South Wales or the area within the boundaries of the City of Wollongong shall be observed. Other holidays shall be by the agreement of the General Manager.
- (ii) Where an employee does not work on any of the holidays observed and the holiday falls due on a normal working day for that employee, payment shall be made at ordinary rates of pay.
- (iii) Any employees directed to work on an observed holiday, shall, in addition to the employee's ordinary weekly rate of pay, be paid for all time worked at the rate of double time.

17. ANNUAL LEAVE

(a) Entitlement

All employees shall be entitled to a leave of absence with pay for a period of four (4) ordinary working weeks for each completed year of service, in addition to the holidays referred to in Clause 16, Holidays.

(b) Sickness on Annual and/or Long Service Leave

Any employee who falls sick whilst on annual and/or long service leave and produces at the time, satisfactory medical evidence of an inability to derive the benefit of the leave, shall be granted at a time convenient to the Fund additional leave equivalent to the period of sickness, provided that the period of sickness is at least five (5) consecutive working days.

(c) Notice to take Annual Leave

An employee entitled to annual leave shall be notified one month before the leave falls due. Such leave shall be taken as mutually rostered.

(d) Termination of Employment

- (i) Where an employee with more than twelve (12) months service is discharged, dismissed, resigns or retires, the employee shall, in addition to any accrued annual leave, be paid for each completed week of service or part thereof, the proportionate part of their current annual leave calculated on the basis of one twelfth of the weekly rate of the employee's appointed grade at the date of termination of service.

- (ii) Where an employee with less than twelve (12) months service is discharged, dismissed, resigns or retires, the employee shall be paid for each completed week of service or part thereof an amount calculated on the basis of one twelfth of their weekly rate payable at the date of termination of service.

(e) Annual Leave Loading

- (i) Before an employee is given and takes annual leave, or where by agreement between the Fund and the employee, annual leave is given on more than one separate period, then before each such separate period, the Fund shall pay the employee an annual leave loading determined in accordance with this Clause.
- (ii) The loading is payable in addition to the pay for the period of leave given and taken and due to the employee.
- (iii) The loading is to be calculated in relation to any period of annual leave to which the employee has become entitled.
- (iv) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iii) above at the rate per week of 17½% of the appropriate ordinary weekly rate of pay for the classification in which the employee was employed immediately before commencing annual leave.
- (v)
 - (a) No loading is payable to an employee who takes annual leave wholly or partly in advance.
 - (b) However, if the employee continues to work until the day when the employee would have become entitled to annual leave, the loading then becomes payable for that leave and shall be calculated in accordance with part (iv) of this subclause.
- (vi) Where the employment of the employee is terminated by the Fund for a cause other than misconduct and at the time of the termination the employee has not been granted and has not taken the whole of the annual leave to which the employee has become entitled, the employee shall be paid the loading calculated in accordance with part (iv) for the period not taken. Except as provided by part (i) of this subclause, no loading is payable on the termination of an employee's employment.

18. LONG SERVICE LEAVE

- (a) Long Service Leave shall accrue and shall be taken by the employee in periods of not less than four (4) weeks and may be taken when due or thereafter at the discretion of the employee; provided that the employee first gives to the Fund, four (4) weeks notice of the date upon which the employee proposes to commence such leave in accordance with the following table:

<u>Length of Service</u>	<u>At ordinary rate of pay</u>
After 10 years' service	3 months (13 weeks)
After 15 years' service	4 ¹ / ₂ months (19 ¹ / ₂ weeks)
After 20 years' service	7 months (30 ¹ / ₂ weeks)
For every further completed period of 5 years' service	2 ¹ / ₂ months (11 weeks)

- (b) Leave shall accrue without limitation on the basis of the table in subclause (a) and proportionately for each completed month of service, provided that:
- (i) where an employee has completed at least five (5) years service and the employee's services are terminated by the Fund for any reason, or by the employee due to illness, incapacity, domestic or other pressing necessity, the employee shall be paid the monetary equivalent of long service leave that would have otherwise accrued as to the date of termination in respect of the total service of the employee. The payment shall be calculated at the rate of pay applicable to the employee's classification at the date of termination of service.
 - (ii) where an employee has completed ten (10) years or more of service and resigns, the employee shall be paid the monetary equivalent of all long service leave accrued, but not taken by the employee at the date of resignation. The payment shall be calculated as specified above.
- (c) Where an employee is about to take long service leave, or part thereof, the employee shall be paid for the leave in advance, at the rate of wage applicable to the employee's classification at the commencing date of the leave.
- (d) Any public holidays falling within an employee's long service leave shall be added to that leave.

19. SICK LEAVE

- (a) From 13 July 1992 employee shall be entitled to leave of absence without loss of pay in circumstances where they cannot attend for duty due to genuine illness or injury by accident. Sick leave will be provided for the period of time the employee is unable to attend for duty or until it is determined that the employee will not be fit for duty at any time in the future.
- (b) Should the Sick Leave provision provided in subclause (a) of this Clause be withdrawn or changed at the expiration of the Agreement, the Fund acknowledges that the sick leave provisions of the relevant award will then apply.

20. ACCIDENT PAY

- (a) Should an employee be absent from work who:
 - (i) has been employed by the Fund for more than three (3) months continuous service; and
 - (ii) is absent due to circumstances which give a right to payment of compensation under the amended Worker's Compensation Act 1987, the employee shall be paid the difference between the amount of compensation entitlement and the rate of pay to which the employee would have been entitled, for the period of absence from work.
- (b) Should employees with less than three (3) months service be absent from work due to circumstances of the same nature as in subclause (a)(ii) of this Clause, the terms of subclause (a) may be applied at the General Manager's discretion.
- (c) In the event that an employee's compensation claim is not recognised, the employee shall not be entitled to accident pay, but may claim sick pay from the employee's entitlement if any, for such absence.

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21. REFUND OF SICK PAY AND ACCIDENT PAY

Where an employee has been paid sick leave or accident pay under Clause 19 or Clause 20, in respect of an incapacity for work resulting from an injury sustained by the employee under circumstances creating a legal liability in some person other than the Fund to pay damages in respect of the said injury, the employee shall forthwith, refund to the Fund, the amount of sick leave or accident pay paid by the Fund, provided that if the damages recovered by the employee are reduced pursuant to the provisions of subsection (i) of Section 10 of the Law Reform (Miscellaneous Provisions) Act, 1965, the amount of sick leave or accident pay to be refunded to the Fund under this Clause, shall be reduced to the same extent as the damages recovered by the employee.

22. DRIVERS LICENCES

Where an employee is appointed to a position which requires that the employee hold a current driving licence, the licence fee shall be paid by the Fund.

23. FAMILY LEAVE

An employee shall be entitled to two (2) days Family Leave with pay in any one year to cover absence as a consequence of genuine family reasons. Family Leave is not cumulative.

24. SPECIAL LEAVE

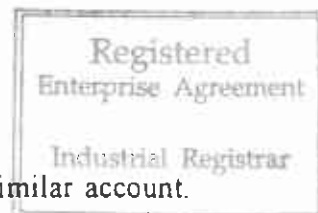
Provided that the General Manager of the Fund is satisfied that such leave of absence is justified, Special Leave with pay may be granted for up to a period of one week in any twelve months. Leave of absence in excess of this period may be granted at the discretion of the General Manager.

25. STUDY LEAVE

Leave of absence with pay to attend tutorial classes, or examinations in respect of approved courses of study may be granted by the General Manager, having regard to the circumstances of each application.

26. HOLIDAY LEAVE

All employees shall be allowed leave of absence with pay for two working days for each completed year of service, to be taken by mutual agreement with the General Manager. Holiday pay, for the purpose of this Clause is cumulative.



27. PAYMENT OF WAGES

Payment of wages shall be direct to each employee's bank account or similar account.

28. UNION MEMBERSHIP

It is agreed by the parties that the Fund will continue to encourage employees on joining the organisation to become members of the Union. During the induction process, the necessary documentation will be provided to employees.

For the purpose of this Clause, the Fund shall deduct the cost of Union subscription, as may be varied from time to time, from the employee's salary and remit such sum to the Union Office at regular intervals upon receipt of a signed request from the employee.

29. GRIEVANCE PROCEDURE

- (a) In the event that a dispute, grievance or claim arises or either party violates the terms and conditions of this Agreement then the following procedure will apply.
- (b) If the violation is of a general nature affecting all employees then the matter will firstly be referred to the Consultative Committee for discussion and resolution by consensus.

Should the Consultative Committee fail to reach agreement then the matter will be referred to the General Secretary of the Union and the General Manager of the Fund, who shall convene a conference to discuss the matter and endeavour to achieve a settlement. Such conference will take place as soon as practicable after the matter is raised.

The agreed resolution is then to be endorsed by a mass meeting of employees and accepted unconditionally by the Fund.

Should the above procedure fail to resolve the matter then it shall be dealt with in accordance with the relevant provisions of the Industrial Relations Act 1991.

- (c) If the violation is limited to an individual or team, then a conference will be arranged between the employee or the team's spokesperson accompanied by a Union delegate and/or a member of the Consultative Committee (as desired) and the team's immediate supervisor to discuss the matter and endeavour to achieve a settlement.

Should this fail to achieve a settlement the team's Senior Manager must be advised and a further conference convened as soon as practicable but no later than forty-eight (48) hours after the matter is raised. If such conference(s) fail to achieve a settlement, the matter will be referred to the General Manager and conferences will take place in accordance with subclause (b) of this Clause.

In the event of failure to resolve a matter by the appropriate steps as set out above, a period of seventy-two (72) hours (excluding weekends and public holidays) shall be allowed to elapse to enable both parties to reassess their position, prior to any action being taken which would affect the operation of the Fund and its ability to service its members.

After the expiry of the above period any unresolved matter will be dealt with in accordance with the relevant provisions of the Industrial Relations Act 1991.

During the course of the above procedures, the status quo will be maintained by both parties and without prejudice to either party. Work shall continue in accordance with the terms and conditions of this Agreement.

30. LEAVE RESERVED

Leave is reserved to the parties to apply as they may be advised in the undermentioned items:

- (a) The implementation of changes arising from the redesign of work activities in conjunction with the aims and objectives of the Enterprise.
- (b) In the event that there be a National Wage Case Decision during the term of this Agreement, where the increases are considered greater than salary increases provided by this Agreement..

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1. AGREED SALARY INCREASES

- a) The rates of pay specified in clause 10 of this agreement have and are further to be increased in accordance with the following schedule.
- (i) An increase of 2% to apply from the first pay period after 1 December 1996
 - (ii) An increase of 2% to apply from the first pay period after 5 May 1997
 - (iii) An increase of 2% to apply from the first pay period after 3 November 1997
 - (iv) An increase of 2% to apply from the first pay period after 4 May 1998
- b) The increase payable from the first pay period after 5 May 1997 is to be reduced by 0.5% to allow for the introduction of paid parental leave.

2. PAID PARENTAL LEAVE

Staff who are eligible for unpaid parental leave in accordance with Chapter 2, Part 4, Division 1 of the Industrial Relations Act 1996 No. 17 (the Act) shall be entitled to the following paid maternity, paternity and adoption leave.

This provision shall apply to any eligible employee who commences parental leave on or after 20 February 1997.

a) Paid Maternity Leave

- (i) The number of weeks paid leave shall be based on completed years of service as follows.

<u>Years of Service</u>	<u>Weeks Paid Leave</u>
1	3
2	5
3	7
4	8
5 or more	9

- (ii) Paid maternity leave is to be taken in no more than two periods - one immediately preceding and the other immediately following the birth or adoption of a child.

As such a female employee would not be permitted to defer the paid maternity leave to a date after her return to work following the birth or adoption of a child.

b) Paid Paternity Leave

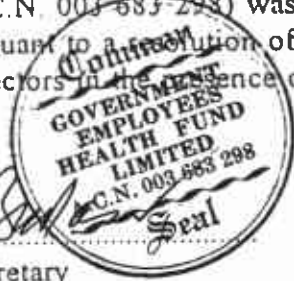
Short paternity leave as defined in clause 53 (3) (a) of the Act shall be paid leave to eligible employees. Such leave shall be an unbroken period of up to 1 week and is to be taken at the time of the birth or adoption of a child.

c) Review of Cost of Paid Parental Leave

The parties have agreed to the introduction of paid parental leave on the basis that it be cost neutral to the Fund. In keeping with this spirit the parties agree to review the cost of paid parental leave after twelve months and affect any required costing adjustments.



THE COMMON SEAL of
Government Employees Health Fund Limited
(A.C.N. 003 683 298) was hereunto affixed
pursuant to a resolution of the Board of
Directors in the presence of:



[Signature]
Secretary

22 Jan 98
Dated

[Signature]
Director

Signed for and on behalf of

The Federated Municipal and Shire Council Employees' Union of Australia (NSW Division)

J. J. Merchant
Signature

23. 2. 98
Dated

J. J. MERCHANT.
Print name

CO-OP. SECRETARY
Position

[Signature]
Witness

23/2/98
Date

BEN KILGUSE
Print Name