

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/271

TITLE: NSW Teachers Federation Health Society Enterprise Agreement

I.R.C. NO: 98/798

DATE APPROVED/COMMENCEMENT: Approved 12 October 1998 and commenced 26 September 1997

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**NEW AGREEMENT OR
VARIATION:** New

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DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to clerical staff employed by the NSW Teachers Federation Health Society

PARTIES: NSW Teachers Federation Health Society -&- Federated Clerks' Union of Australia, New South Wales Branch

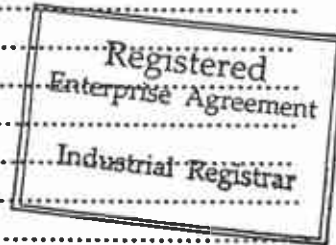


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**Agreement to Cover
Staff Employed by the
NSW Teachers Federation
Health Society**

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INTRODUCTION

Agreement made this 26th day of September 1997, between the New South Wales Teachers Federation Health Society (the Society) and the Federated Clerks Union for the purpose of specifying certain conditions of employment and salary levels for the clerical staff employed by the New South Wales Teachers Federation Health Society as from 26 September 1997.

The agreement will end on 1st July, 2000. Negotiations for a new agreement will begin in February, 2000.



OBJECTIVES

- 1) To facilitate improvements to productivity, efficiency and quality customer service.
- 2) To provide recognition of skills and competencies of employees by the creation of more clearly defined career paths.
- 3) To increase the provision of training to assist in creating a more flexible and highly skilled staff, able to meet the changing needs of the industry.
- 4) To increase the flexibility of work arrangements that can assist the Health Society in providing a greater level of service in a more competitive marketplace, while recognising the need for flexibility that can assist employees balancing the demands of work and family.

1. HOURS

The ordinary working week shall mean thirty five hours over a span of five consecutive days, Monday to Friday, where the commencing and finishing times are agreed to by the employer and the employee. The ordinary working week shall not exceed forty-two (42) hours including flexitime in any one week. Ordinary time will not exceed ten (10) hours in any one day, exclusive of unpaid meal breaks. The ordinary working day may commence at 6.00 a.m. and conclude 6.00 p.m. by agreement between the employee and the General Manager. The General Manager may in extenuating circumstances determine the range of hours to be worked for a limited period of time. In these circumstances the hours would not fall outside the ordinary working day as described above and account would be taken of family responsibilities.

2. MORNING AND AFTERNOON TEA BREAKS

Employees shall be allowed two (2) periods of ten (10) minutes on each day,

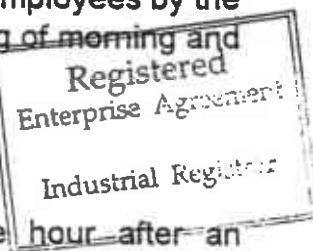
morning and afternoon, to take a morning and afternoon tea break. There will be at least two (2) staff members on duty in every section, (excepting EDP where there will be one (1) staff member), during the tea break. This is to ensure that any enquiry or request for assistance directed to the section during a tea break receives a comprehensive response. Facilities and ingredients (coffee, tea, milk, sugar) shall be provided for employees by the Society for morning tea, afternoon tea and luncheon. Timing of morning and afternoon teas will be determined by section heads.

3. MEAL BREAKS

Employees required to continue working beyond ~~one hour after an~~ employee's normal finishing time, Monday to Friday, or after noon Saturday or Sunday, shall be paid tea money at \$16-80 and lunch money of \$8-40, respectively, adjusted on 1 January each year according to the increase in the annual CPI of Sydney for the four quarters expiring on 31 December of the previous year. Employees shall not work beyond two (2) hours after normal finishing time without stopping for a meal break of at least thirty (30) minutes. In case of work being performed for five (5) more hours, an additional meal break and meal allowance would be applicable.

4. OVERTIME AND FLEXTIME

- 4.1 Payment shall be made at the rate of time and a half for the first two (2) hours, for all authorised overtime worked Monday to Friday: -
- 4.1.1 Before the employee's agreed starting time or after the agreed finishing time,
 - 4.1.2 Outside the span of hours prescribed by Clause 1 (Hours) of this agreement.
- 4.2 Payment shall be made at the rate of double time for all authorised overtime worked after the first two (2) hours and for all overtime on Saturday and Sunday,
- 4.3 Payment shall be made at double time for all authorised overtime worked on a Public holiday as prescribed by Clause 22, except for Christmas Day and Good Friday where payment shall be made at a rate of double time plus a day in lieu. In the alternative an employee may elect to receive ordinary pay together with a day in lieu at a mutually agreed time.
- 4.4 The employee may elect to take time off at mutually agreed time instead of being paid for some or all their overtime.
- 4.4.1 The amount of time the employee may take off will be equal to the amount of time actually worked on overtime or flexitime.



4.4.2 An employee will not accumulate more than fifteen (15) hours time off instead of being paid for overtime. Time off must be taken within four (4) weeks of when it accrued. If the employee has not taken the time off, they will be paid overtime in the next pay period at the overtime rate.

4.4.3 Flexitime must be taken at a mutually agreed time within a four week period.

4.5 An employee will not be paid for overtime when training.

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5. PAYMENT OF SALARIES

5.1 Salaries for permanent and permanent part-time employees shall be paid by electronic funds transfer by noon Wednesday of each alternate week and shall be made up to the end of the current week for which payment is made.

5.2 Salaries of casual employees shall be paid during the working hours each Friday and shall be made up to the end of the current week for which payment relates. Payment of casual employees shall be paid during the working hours of the day on which services are terminated.

5.3 Authorised overtime shall be paid for within fourteen (14) days after the end of the week in which overtime is worked unless the employee decides to take time off in lieu.

5.4 **FIRST AID ALLOWANCE** - the management shall designate three first aid officers. These employees shall be trained to render first aid and shall have current and appropriate first aid qualifications. These officers shall be paid an allowance as prescribed by the Clerical and Administrative Employees (State) Award.

6. RESTRUCTURE AND SKILLS REVIEW

6.1 It is agreed between the parties that there is a need to restructure the operation of the Society in order to meet the current and emerging needs of our members and the changing conditions of the health insurance industry.

6.2 The first step in the restructure will be to use the services of a consultancy to provide training for employees in order to understand and provide input into a skills analysis. The consultancy will develop a range of recommendations in consultation with all permanent employees with regard to establishing rates of pay based on skills, competency and responsibility having regard to comparable positions in the health insurance industry.

6.3 These recommendations will be considered by management in terms of restructuring job descriptions and developing appropriate salary rates.

Management will retain its right to ensure that the restructure meets the needs of the members and provides a productive work environment within existing budgetary constraints.

6.4 On this basis salary improvements will be offered in the following way:

6.5 3% salary increase for all employees from 1st March, 1997. Prior to the completion of the restructuring all current job descriptions, salary, years of service increments and shift allowance will apply.

6.6 The Society will use a consultancy to inform the progress of the restructuring and meet the costs of the consultancy and the restructuring.

6.7 During the first three (3) months the consultancy will:

- * Provide training for employees and management in analysis.
- * Consult with all permanent staff in identifying existing skills and competencies.
- * Consult with management regarding identified future needs and their understanding of existing skills and competencies.
- * Provide comparisons including remuneration and working conditions with positions and gradings within the health insurance industry and in the Society.
- * Prepare recommendations to management regarding options for a restructure including variations to job descriptions and skill based rates of pay which also take account of responsibility based on the findings above.



6.8 These recommendations may suggest either increases or decreases in the salary rates for a number of positions. Management agrees that in the implementation of any recommendation no existing employee's salary will be reduced. Management reserves its right to decide on the appropriateness of recommended increases or decreases restructure of positions or changes in job description, in terms of the needs and budget of the Society. Management will implement a restructure. Staff representatives will be consulted about the implementation of the restructure. Existing employees remaining in the position they currently hold will maintain their salary level for example an employee currently receiving a salary of \$29,840 might occupy a position for which the salary is \$28860 the employees salary would remain at the higher level.

6.9 New employees and employees who change their classification will be paid the rate for the classification.

6.10 All employees will receive the following increases:-

A further increase of 2% will be paid 1 July, 1998, 2 % 1 January, 1999, 2% 1 July, 1999, 2% 1 January, 2000.

6.11 Any safety net adjustments will be deducted from this offer

7. PERFORMANCE OF HIGHER DUTIES

7.1 Where an employee at the request of the section head performs higher duties than those specified in their job description when relieving another employee for one half day (4 hours) or more, the employee shall be paid the higher relevant rate for such period providing employees carry out all duties associated with this position.

7.2 If there is special work being done by a member of the staff, the General Manager will consider any request that an increment be paid weekly where the member of the staff concerned undertakes duties entailing substantial additional responsibility, evidence of such additional responsibility to be submitted with the request.

8. STAFF VACANCY

8.1 Where a staff vacancy occurs and the general manager determines that the position should be filled, the position shall be advertised within two (2) weeks of the vacancy occurring and shall be filled at the earliest opportunity. All present employees shall be informed and be considered in the filling of such positions if they apply in writing. The unsuccessful applicants shall be informed of the decision immediately after the successful applicant has been informed. Advertising will be made internally first and offered for a period of one (1) week prior to external advertising.

8.2 All employees selected for a permanent position at any grade level shall serve a probation period of three (3) months. Should an employee be selected for a higher grade position then a probationary period will also apply to such appointment. Where service during the probationary period is satisfactory the employees appointment shall be confirmed and the employee advised in writing by the general manager.

8.3 The restructure will change positions. After the full implementation of the restructure, if further changes to restructured positions and creation of new positions are required, the Staff Representatives will be consulted.

9. PERMANENT PART-TIME EMPLOYEES

Permanent part-time employees are employees who work less than thirty-five (35) hours per week. Permanent part-time employees should be paid 1/35 of the weekly rate for each hour of work performed. All provisions of this agreement shall apply to permanent part-time employees on a pro-rata basis. Permanent part-time employees shall have regularly fixed hours of work on fixed days of the week. The minimum time to be worked by a permanent part-time employee is 0.4 of a full time employees load.

10. VARIATIONS OF SALARIES

The parties undertake that during this Agreement they will not pursue any extra claims, except as allowed under the Industrial Relations Act 1996. This will enable the parties to raise items for discussions with a view to achieving mutually agreed variations during the life of the agreement.

11. ANNUAL LEAVE

- 11.1 There shall be granted annual leave at the rate of six (6) weeks, to full-time employees exclusive of Public holidays. For periods of employment less than twelve (12) months, annual leave shall be calculated on a proportional basis.
- 11.2 Employees shall be paid annually an annual leave loading equivalent to 17.5% on four (4) weeks' ordinary salary.
- 11.3 Annual Leave must not accumulate beyond twelve (12) weeks.

12. SICK LEAVE

- 12.1 On signing of this agreement the following sick leave provisions shall apply:
- 12.2 Existing employees will retain their current accumulated sick leave. Employees will be entitled to sixteen sick days leave per year. If no sick leave is taken fifteen (15) days will accumulate. Any sick leave taken will be deducted from the accumulation.
- 12.3 Permanent part-time employees shall be entitled to appropriate pro rata sick leave entitlements based on the number of hours worked.
- 12.4 Sick leave absences of more than two consecutive days will require a medical certificate.
- 12.5 The following guidelines could be applied in the case of an employee falling ill during their first year of service. If insufficient sick leave has been accrued to cover the period of illness, the employee may authorise the

employer to deduct any annual leave accrued after they have exhausted accumulated sick leave. Any annual leave deducted will be re-credited when the employee has worked a sufficient period of time to accrue the additional sick leave taken in advance. For each day's annual leave re-credited a days sick leave will be debited.

Employees with less than one year's service shall be entitled to sick leave on the following basis: -

- for the first 4 months 5 days - subject to the submission of a doctors certificate for each days leave
- for the first 8 months 10 days
- for the first 12 months 16 days

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12.6 In cases where an employee's sick leave exceeds three (3) episodes of two days within a twelve (12) month period without the production of a medical certificate then the employee shall produce medical certificates for each and every subsequent absence.

12.7 Where it appears that there is a regular pattern of sick leave being taken in lots of one day or more the General Manager may require the production of medical certificates for each subsequent absence for a period of eighteen months. At this time the case will be reviewed. The outcome of the review may be the removal of monitoring, the continuation of monitoring or disciplinary action may be taken in line with the procedures described in section 21.

13. FAMILY LEAVE

13.1 Family leave will be granted from sick leave in the terms set out by the State Personal Carers Award Case August, 1996.

13.2 The employee shall produce a medical certificate for the illness of the person concerned. In certain circumstances at the discretion of the general manager a statutory declaration will suffice.

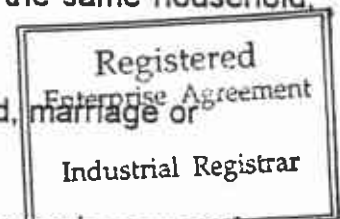
13.3 The entitlement to use sick leave in accordance with this subclause is subject to:

13.3.1 The employee being responsible for the care and support of the person concerned; and

13.3.2 The person concerned being:

- (a) a spouse of the employee; or

- (b) a defacto 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 a 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 defacto spouse of the employee, living in the same household; or
- (d) a same sex partner who lives with the employee as a defacto 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 paragraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.



13.4 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 the relationship to the employee, the reason for taking such leave and the estimated length of absence. If giving prior notice of absence is not practicable for the employee, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

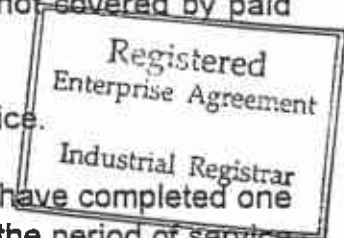
13.5 Flexible time arrangements as described in clause 1 (Hours) may be used for family leave purposes with the agreement of the General Manager.

14. PARENTAL LEAVE

14.1 The period of paid maternity leave shall be twelve (12) weeks on full pay and this payment is made either in a lump sum on commencing leave or by fortnightly payments

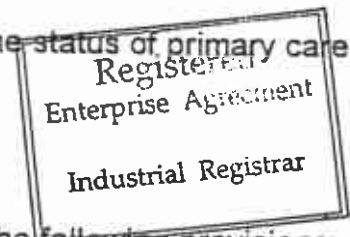
14.2 An employee who is the father, or the person accepting responsibility for the care and maintenance of a child, shall be given up to one (1) weeks leave with pay around the time of the birth of the child, where they require the leave to take care of the mother and/or children.

- 14.3 Employees can nominate the time of payment for the twelve (12) weeks paid maternity leave if they understand that the payment will be at the rate applicable for the six (6) weeks before the anticipated date of birth and the six (6) weeks after.
- 14.4 Leave can begin anytime before the anticipated date of birth, and may be extended for up to twelve (12) months beyond the date of birth. Applications for maternity leave must be made in writing to the General Manager and submitted at least one month before the date on which the employee intends to cease duty. Similarly, if an extension of leave is desired, one (1) month's notice must be given.
- 14.5 Employees on maternity leave may use other types of paid leave to which they are entitled under the agreement (e.g. annual leave and long service leave), to cover all or part of the period of absence ~~not covered by paid maternity leave.~~
- 14.6 The period of paid maternity leave shall count as service.
- 14.7 To be eligible for maternity leave pay, employees must have completed one (1) years service with the Health Society. In calculating the period of service for this purpose casual and permanent service where continuous shall be included, provided no more than three (3) months of that service is casual.
- 14.8 Should the partner of the mother wish to take the primary care responsibility for the child then the remaining period of leave available as maternity leave shall be granted on proof of primary care giver status.
15. **ADOPTION**
- 15.1 An employee who adopts a child under the age of five years, and assumes primary care responsibilities shall be eligible for a maximum of six (6) weeks leave on full pay for the period on and from the date of receiving the child.
- 15.2 The adopting parent shall be entitled to take up to twelve months leave from the date on which she/he takes custody of the child and when approved by the General Manager, unpaid leave for such period before that date necessary for making arrangements.
- 15.3 An employee who is the partner of primary care giver who adopts a child under the age of five years shall be entitled to one week's paid leave at the time of adoption.
- 15.4 To be eligible for adoption leave pay, employees must have completed one (1) years service with the Health Society. In calculating the period of service



for this purpose casual and permanent service where continuous shall be included, provided no more than three (3) months of that service is casual.

15.5 Written documentation shall be required to prove the status of primary care giver and the time of adoption.



16. LONG SERVICE LEAVE

16.1 Long Service leave shall be granted according to the following provisions:-

16.2 After ten (10) years service, permanent, permanent part-time or casual, continuous or broken three months leave on full pay.

16.3 For additional service after ten (10) years' service permanent, permanent part-time or casual, continuous or broken an amount of leave on full pay calculated on the basis of fifteen (15) days for each year of service.

16.4 An employee who has completed at least five (5) years of service and less than ten (10) years, permanent, permanent part-time or casual, whose services are terminated or cease for any reason, shall be paid a proportionate amount on the basis of three (3) months for ten (10) years service. This amount shall be deducted from the entitlement if the employee is re-employed.

16.5 In the event of death of an employee, the Society shall pay to the employees personal representative, the monetary value for that employee's entitlement.

17. BEREAVEMENT LEAVE

17.1 A permanent employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandparents or parents-in-law. For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband or partner in the case of a same sex relationship and the words "father" and "mother" shall include foster parents and stepparents.

17.2 Further, a permanent employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

18. LEAVE WITHOUT PAY

- 18.1 Applications from members of staff for periods of leave without pay will be considered by the General Manager who will exercise his / her discretion in allowing such leave in cases where employees have more than two (2) years' service.
- 18.2 Leave without pay will not normally be approved where an entitlement to annual leave or long service leave exists.
- 18.3 If the approved leave is for up to six (6) months, then the employee's position will be held.
- 18.4 If the approved leave is for more than six (6) months, the employee's position cannot be guaranteed. On return from leave without pay, the employee will be appointed to a position and will be given priority for the first available vacancy of a comparable grading to the one previously held.
- 18.5 An employee is entitled to maintain membership of the Health Society while on leave without pay, but is personally responsible for contributions or payments.
- 18.6 An employee who is a member of the superannuation fund, taking leave without pay of three (3) months or less, is entitled to continue paying contributions during their period of leave without pay, and the employer undertakes to meet its contributions. In keeping with the current rules of the superannuation fund, should a member choose not to pay their contributions they must continue paying the part of the contribution that covers death and disability benefits, should that be part of the superannuation fund policy.

19. JURY SERVICE

Employees who are required to perform their civic duty in jury service shall be paid by the employer for the gap in payment between the money granted by the Court and their normal wage for the days of required attendance in court. The employee will return to work for any period they are not required to be in Court where practical. Where an employee has written evidence of being on call he/she will not have to return to work.

20. STAFF TRAINING**20.1 Committee**

Staff may apply for training by application to the Staff Training Committee. The Committee will consist of an equal number of staff representatives and

those nominated by the Committee of Management. A budget allocated by the Committee of Management will provide funding for courses. The Staff Training Committee will develop and publish guidelines for applications and will allocate funding on the basis of those guidelines. The Committee of Management will approve an annual budget.

- 20.2 This type of training would usually be of short duration and may lead to recognised qualifications. It may consist of in-house or externally provided training. This type of training will generally occur within working hours. Recommendations for leave with pay for this training is subject to approval of the General Manager.
- 20.3 An appeals mechanism for unsuccessful applicants will be developed and published by the Staff Training Committee.
- 20.4 The training provided through this committee acknowledges a commitment to ongoing learning needs of staff that is beneficial to the provision of a highly skilled staff able to meet the changing needs of the Health Society and its members.

20.5 **Academic Qualifications**

An employee allocated work that requires academic qualifications may apply to the Staff Training Committee for such training to be given during working hours. The Committee may recommend leave with pay for such training as the Committee may consider necessary. Recommendations for leave with pay for this training are subject to approval of the General Manager. This professional development would usually be ongoing and long, leading to a recognised TAFE or University qualification.

20.6 **Study Leave**

Employees may be granted up to one-half days per week to attend lectures and tutorials for work related study, subject to the recommendation of the Staff Training Committee and the approval of the General Manager, to undertake courses related to their work or future work done in the Health Society, including the day of the exam. Where the courses are done by correspondence and require attendance at residential schools, the one-half day will accumulate for residential school purposes. Requests for such leave should be made to the Staff Training Committee in writing at least a month in advance. Permission for each occasion shall be in writing, at least five working days before commencing leave.

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20.7 Trade Union Training

Up to two (2) employees nominated by the Union may each year attend during working hours, the recognised Trade Union Training Centre in the State, without loss of ordinary pay, subject to the following:

20.7.1 That the Staff Training Committee receives written notice of the nomination(s) from the Union, setting out the time, dates, content and venue of the course and makes a supporting recommendation to the General Manager.

20.7.2 That the employer shall not be liable to pay an employee attending such courses for more than 10 days in any 2 year period.

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21. STAFF PERFORMANCE AND DEVELOPMENT

A performance appraisal process will be developed in consultation with the union at the completion of the restructure. Employees may be classified as "need improvement", "satisfactory" or "outstanding", on the basis of a range of criteria including quality, service and productive time at work. This may include the payment of a productivity bonus based on the assessment of outstanding performance.

21.1 Unsatisfactory Performance

The assessment of a staff member as being unsatisfactory must be based on failure to meet performance required for the job criteria. A staff member deemed to be unsatisfactory will have consistently failed to meet set work objectives or effectively carry out functions set out in the job descriptions.

Where an employee is identified as performing in an unsatisfactory manner, the following procedures will apply;

21.1.1 The section head will arrange a meeting with the staff member and indicate that a record will be kept of the discussions. The section head will indicate that the staff member may have a support person (colleague or union) present during the discussion. Aspects of performance causing concern will be listed for the staff member. A range of support measures that could include additional training will be outlined.

A period will be specified for the staff member to show improvement in the areas listed. A performance agreement arising out of these discussions will be signed by the section head and the staff member. Both parties will receive a copy of this document. If the staff member wishes to appeal against any aspect they may do so and present it to the General Manager for



consideration.

- 21.1.2 At the end of the period specified in the performance agreement there will be a meeting to consider the outcome. The Staff member may have the support member present. If the member is performing satisfactorily then he or she will be informed of this and that a copy of the performance agreement will be kept for one year and destroyed at the end of that time if the level of performance remains satisfactory.

If the staff member's performance has not improved, or has not improved to a satisfactory level, a second performance agreement will be drawn up, showing -

- a) areas which still need improvement,
- b) suggested measures that may further help the staff member,
- c) a shorter period in which improvement should occur,
- d) the consequences of failure to improve which may include placement in a lower grading or dismissal.

The staff member has the right to appeal against the agreement to the General Manager.

- 21.1.3 If the performance fails to improve within the time set, then the General Manager will decide the consequences for the employee. If the performance improves to a satisfactory level, then the agreement will be kept for one year and if the performance remains at a satisfactory level, it will be destroyed.

22. PUBLIC HOLIDAYS

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day. Any other day gazetted as Public holidays for the State of New South Wales shall be holidays for employees covered by this agreement.

23. BANK HOLIDAY

Where an employee works on Bank Holiday, they will be granted a day's leave in lieu.

24. WORKERS COMPENSATION

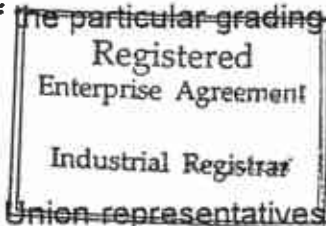
Workers Compensation will be provided as described in the Workers Compensation Act.

25. DUTIES OF EMPLOYEES

An employee, on appointment or before accepting a new position, shall be provided with a statement of duties and the salary of ~~the particular grading~~ by the General Manager.

26. UNION REPRESENTATIVES

Two (2) NSW Teachers Society, Federated Clerks ~~Union representatives~~ shall be entitled, on application to the section head, to one half day per month to perform any duties associated with this role. Such leave may be accumulated up to two (2) days. The union representatives will inform the section head whenever they are involved in duties associated with this role.

**27. UNION MEETINGS**

Subject to the satisfactory agreement between the Australian Services Union staff representatives and the General Manager, employees shall be entitled to hold a general meeting of up to one hour every month. Such meetings shall not occur during the school holidays and the staff will provide a skeleton staff, (as agreed by the General Manager in writing 24 hours prior to the meeting), for the duration of such meetings.

28. TRANSPORT OF EMPLOYEES

Employees completing authorised overtime at 8.00 p.m. or later shall be provided with a taxi to their home or paid parking and mileage rates provided they do not exceed the equivalent taxi fare. Applications for variation of this condition, in special circumstances should be made to the General Manager.

29. GRIEVANCE RESOLUTION

This process aims to create and maintain a productive, positive, nondiscriminatory and harassment free workplace. Where a grievance does arise, it is the responsibility of the section heads and management to resolve it in a fair and timely manner with a minimum of conflict and disruption.

29.1 Definition

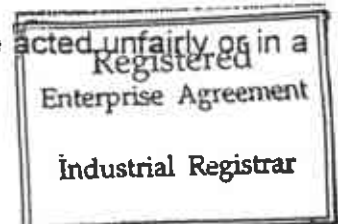
A grievance is a formal statement by a staff member on a work related problem, concern or complaint that may relate to:-

- 29.1.1 Harassment and/or discrimination on the basis of sex, race, marital status, physical / intellectual impairment, Aboriginality, homosexuality, disability or age in relation to compulsory retirement; or

29.1.2 Inter personal conflict at work.

29.1.3 A grievant is the person who lodges the formal statement.

29.1.4 A respondent is a staff member who is alleged to have acted unfairly or in a discriminatory manner.



29.2 Grievance Resolution Procedures

In many circumstances grievances can be dealt with on an informal level.

Should the informal process fail or either party request the formal process then the procedure set out below is to be followed. The aim of this procedure is to resolve grievances in the workplace at the level at which they occur, in a timely manner.

29.2.1 The procedures also aim to afford natural justice to ensure that both parties have the right to seek advice and reply to allegations. Confidentiality is a vital aspect of any resolution. All parties should be advised that they should not publish or make available, information about the grievance to persons who have no legitimate reason to receive it. Both the grievant and the respondent may request advice and assistance from their relevant union. The union representative may be present at any stage of the proceedings.

29.2.2 Step 1

Where the staff member(s) has a grievance then the matter should be brought to the attention of the section head as soon as practicable. The staff member should outline the substance of the issue and state the solution sought. This information should be recorded and signed by the grievant.

29.2.3 Step 2

The section head will advise the respondent of the nature of the grievance and the solution sought. The respondent will be allowed five (5) days in which to provide an oral or written response. If the response is acceptable to the grievant and the section head, then matter will be closed.

29.2.4 If the response denies the substance of the grievance, then an investigation of the matters raised may be necessary. This investigation will seek relevant information from a range of sources. The seriousness of the complaint will shape the formality of the investigation. The outcome of the investigation and the recommended solution will be reported by the General Manager to both the grievant and the respondent. This solution may include mediation by a trained mediator who may help the parties reach an



agreeable resolution.

Step 3

If the matter is not resolved by the process outlined in steps 1 or 2, then it may be referred to the appropriate outside body. Examples of outside bodies might include the Industrial Relations Commission or the Anti Discrimination Board.

30. DISPUTE PROCEDURE

30.1 This procedure will apply where a dispute arises in relation to any matter contemplated by this agreement and related to the application, operation or interpretation. The following procedure will be followed by the parties or by an individual, as applicable. The emphasis is on resolution of the dispute as close to its source as possible.

30.1.1 **Step 1**

When a dispute arises in relation to the application or interpretation of conditions of employment, the staff member and/or union representative / official will raise the matter with the immediate section head. The parties will discuss the matter in an attempt to resolve the dispute by way of agreement.

30.1.2 The section head will address within five (5) working days either by way of resolution or by an agreed method and schedule for proceeding.

30.2 **Step 2**

Matters not solved satisfactorily in step 1 should be referred to the General Manager with a report outlining the substance of the dispute and the procedures undertaken thus far. The parties will attempt to agree leading to a resolution within five (5) working days or develop an agreed method and time frame for proceeding within five (5) working days.

30.3 **Step 3**

Should the previous steps not lead to a resolution then the Sub Committee of the Committee of Management will consider the matter.

30.4 **Step 4**

Should the previous steps not lead to a resolution then any party may refer the matter to the Industrial Relations Commission.

31. **CHRISTMAS OPENING**

The NSW Teachers Federation Health Society will be open for the ordinary hours of work excluding public holidays between Christmas and New Year. This will be done on a voluntary registered basis with the understanding that the General Manager may determine that specific numbers of staff are required in certain areas to meet the needs of Health Society members.

32. **GENERAL**

The Clerical and Administrative Employees (State) Award will continue to regulate all other conditions of employment not otherwise covered by this Agreement,

Registered
Enterprise Agreement

33. **REDUNDANCY**

The provisions of the Clerical and Administrative Employees (State) Award should continue to apply. Management agrees to consult the union about a voluntary redundancy package should such a need be identified by management.

Industrial Registrar

34. **SHOPPING TIME**

34.1 Each permanent employee, after three months permanency, on application, shall be granted on a roster basis, approved by the Manager, three (3) consecutive hours shopping time for each calendar month or one day in two calendar months (with one hour to be made up) to be taken within that period.

34.2 All staff to take their half day December shopping time on the day prior to the Christmas break, this being a compulsory closure of the Society except when Christmas Eve falls on a Monday, the staff will then work the full day on the Friday prior to Christmas Eve and close for the full day on Christmas Eve.


35. **NSW TEACHERS FEDERATION HEALTH SOCIETY INSURANCE**

The annual value of health insurance provided free by the employer to employees who are members of the NSW Teachers Federation Health Society will be \$500 p.a.

Signed by



Susan French, Chairperson,
NSW Teachers Federation Health Society
Committee of Management



Jean Lemaire, Deputy Chairperson,
NSW Teachers Federation Health Society
Committee of Management



Alan Jones
Staff Representative
NSW Teachers Federation Health Society



Dominic Pirina
Staff Representative
NSW Teachers Federation Health Society



Stephen Bower
Union Organiser
Federated Clerks Union of Australia, NSW Branch



Judith Bennett
Acting Secretary
Federated Clerks Union of Australia, NSW Branch

Dated this 23rd day of February 1998

