

ENTERPRISE AGREEMENT

NO: E.A. 61 /1993

DATE REGISTERED: 3 - MAY 93

PRICE: \$ 46 - 00

**GOVERNMENT EMPLOYEES HEALTH FUND
(WOLLONGONG)
ENTERPRISE AGREEMENT**

1993/94

ENTERPRISE AGREEMENT N^o _____

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

AND

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

Filed with the Industrial Registrar the _____ day of

_____ 1993.

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 1991 as amended, in accordance with the provisions of Chapter 2, Part 3, Division 2 (Sections 115 – 150) of the said Act (hereinafter referred to as "the Act"), between Government Employees Health Fund Limited (A.C.N. 003 683 298) of 85 Smith Street Wollongong, New South Wales (hereinafter referred to as "the Fund") of the one part and The Federated Municipal and Shire Council Employees' Union of Australia (hereinafter referred to as the "Union") of the other part.

Now it is hereby agreed by the parties as follows:

2. TITLE

This 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 Industrial Agreement Number 8213 filed in accordance with the provisions of the Industrial Arbitration Act 1940 as amended, and the Clerks (State) Award. For the purpose of this Enterprise Agreement, the provisions of Industrial Agreement Number 8213 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 meeting the cost of necessary health services. 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,
 - (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.

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 worth while 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 benefit of employees and members,
 - (ii) to enhance the quality of services to members,
 - (iii) to develop an employee resource with the skills to enable the Fund to satisfy members needs.
- (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.
- (d) To ensure the meeting of the objectives of this 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) "**Clerk**" shall mean an employee whose employment consists of clerical, typing, or stenographic duties including the use of computers or computer terminals for update purposes.
- (b) "**Administrative Officer**" shall mean an employee whose employment consists primarily of administrative, co-ordinating and planning tasks.
- (c) "**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.

- (d) **"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.
- (e) **"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.
- (f) **"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.
- (g) **"Resignation"** shall mean the termination of employment by an employee voluntarily leaving the service of the Fund.
- (h) **"Probationary period of employment"** shall mean the three (3) month period of employment all employees serve before being permanently appointed.

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

Probationary rates of pay shall be those in the Clerks (State) Award.

- (i) **"Make up time immediately continuous after the ordinary day's work:**
- (i) An employee who works during make up time following disruption to the normal mail service, shall be entitled to a twenty (20) minute meal break after two (2) hours or more actually worked.
- (ii) An employee who works in relation to part (i) above shall be paid a meal allowance, at the rate prescribed by the Clerks (State) Award, after the first two hours actually worked.
- (iii) The meal break may be taken at the commencement of the work period or later by mutual arrangement.

9. HOURS OF WORK

The ordinary weekly working hours shall not exceed thirty-five (35) or seven (7) hours per day, and shall be worked in continuous periods (except for a meal break not exceeding one hour) between the spread of hours from 7.30 am to 6.00 pm, Mondays to Fridays inclusive.

10. RATES OF PAY

Weekly Rates of Pay as from 13 July 1992

Probationary Employees

Rate of pay for probationary employees shall be those prescribed by the Clerks (State) Award for the equivalent grade.

Permanent EmployeesClerical Employees

Grade	Salary (\$)
1	268.36
2	297.20
3	338.40
4	374.30
5	394.90
6	415.50
7	436.50
8	457.62
9	483.86
10	504.97
11	526.09
12	547.20

Upon reaching the age of 21, employees shall not be paid less than the Clerical Grade 5 if their work involves the use of a computer or computer terminal for update purposes.

Other clerical positions not involving computer operation shall be paid at a Grade 4 rate.

Administrative Officers

Grade 1	550.13
2	566.27
3	583.50
4	599.69
5	619.02
6	642.20
7	658.05
8	676.80
9	693.47

The rates of pay for all classifications named in this Agreement shall be increased in accordance with National Wage Case Decisions after ratification by the New South Wales Industrial Relations Commission.

11. INCREMENTS

- (a) Subject to satisfactory service, an employee in a position covered by the Clerical grades shall progress annually within those Scales up to and including Grade 6.
- (b) Further progression within these Scales shall be by appointment by the General 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 –
 - (i) before the ordinary commencing time; or
 - (ii) after the ordinary ceasing time; or
 - (iii) in excess of the ordinary weekly hours prescribed in this agreement,shall be paid for that overtime at the rate of time and a half of the ordinary hourly rate of pay for the first two (2) hours, and double time for any worked thereafter. Overtime worked on Sundays shall be paid at the rate of double time.
- (b)
 - (i) Where an employee has worked overtime both immediately preceding and immediately following the usual hours of the same day, the total hours of both periods of overtime shall be taken into account in determining when double time becomes payable in respect of the overtime worked immediately following the usual ceasing time.
 - (ii) Unless entitled to payment for overtime at double time where overtime is worked partly on one day and extends into the next day, and the next day is Sunday or an Agreement Holiday, the payment for overtime at double time shall commence from the midnight of the day preceding the Sunday or Holiday, irrespective of whether the first two (2) hours of overtime have or have not been completed.

13. MEAL BREAK

- (a) An employee instructed to continue to work during what would have been the normal meal break and continues until a meal break is allowed, shall be paid at the appropriate rate of pay for the period during which such meal break has been deferred.
- (b) An employee shall not at any time be compelled to work for more than five (5) hours without a break for a meal.
- (c) (i) An employee who works one and one half hours or more overtime immediately following the usual ceasing time shall be allowed a meal break of twenty (20) minutes which shall be paid for at the appropriate rate of pay.

The meal break may be taken at the commencement of the overtime period or later by mutual arrangement.

- (ii) An employee working overtime shall be allowed a meal break of twenty (20) minutes at the appropriate rates of pay after each period of four hours of overtime worked provided that the employee is required to work for at least a further one hour. Such one 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 twenty (20) minute break shall not be paid for.

14. MEAL ALLOWANCES

(a) Overtime following and continuous with the Ordinary Day's Work

An employee instructed to work overtime for one and a half hours or more, irrespective of whether such hours are worked continuously or broken by the taking of a meal break, shall be paid:

- (i) A meal allowance where one hour and a half hours or more but less than four hours overtime are worked.
- (ii) A further meals allowance where four hours or more but less than eight hours overtime are worked.

- (iii) A further meal allowance where nine hours or more overtime are worked.

(b) Overtime immediately prior to and continuous with the Ordinary Day's Work

An employee instructed to work overtime for one hour and a half or more hours, shall be paid a meal allowance after the first one and a half hours of overtime actually worked.

(c) Overtime other than provided for in subclause (a) and (b)

An employee instructed to work overtime for four or more hours, irrespective of whether such hours are worked continuously or are broken by the taking of a meal break, shall be paid:

- (i) A meal allowance where four hours or more and less than nine hours overtime are worked.
- (ii) A further meal allowance where nine hours or more and less than thirteen hours overtime are worked.

- (d) All meal allowances shall be paid at the rate prescribed in the Clerks (State) Award as amended from time to time.

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 the Fund four (4) weeks notice of termination of employment. Failure to do so will result in that employees 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 the 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

- (a) (i) The days upon which the following holidays are observed shall be holidays under this Agreement; New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day, and Boxing Day, including all proclaimed or gazetted public holidays for the State or the area within the boundaries of the City of Wollongong.
- (ii) Where an employee does not work on any of the holidays named, payment shall be made at ordinary rates of pay.
- (iii) Any employees directed to work on any of the holidays named, shall, in addition to the employees ordinary weekly rate of pay, be paid for all time worked at the rate of double time.

(b) Absence from Work

An employee who is absent from work on the working day preceding or the working day following a holiday or two or more consecutive holidays, or on both of such working days, shall not be entitled to payment for the holiday(s) unless:

- (i) the employee forwards to the General Manager satisfactory evidence to show that the absence was due to a good cause; and
- (ii) the employee was at work during the week or weeks in which the holiday(s) fell.

For the purpose of this Clause, absence from work on paid sick leave shall be treated as attendance at work, or other approved leave.

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 17 & 1/2% 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 had 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 (4) for the period not taken. Except as provided by part (1) 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 of 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 the 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 employees 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) Transitional Arrangements – Payment of Accruals

As at 12 July 1992 all employees will be paid out 80% of the agreed value of all untaken sick leave accrued under the provisions of Industrial Agreement 8213. The remaining 20% of each employee's balance shall be unpaid at termination. This payment will be full compensation for 80% of untaken sick leave entitlements payable at termination under that Agreement and it will also be full compensation for untaken sick leave entitlements for the period of the Industrial Agreement which would have accrued under the Clerks (State) Award during the same period had the Agreement not been in place. The payment will be made available from 13 July 1992 in terms of three options:

(i) All sick leave accruals will be retained by the Fund until retirement or resignation and then the monetary value paid out.

(ii) Money may be transferred to a superannuation account.

(iii) Entitlement be redeemed in cash.

(c) 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.

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 part of 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. CALCULATION OF SERVICE

- (a) For the purpose of calculating the total period of service with Government Employees Health Fund Limited, all prior continuous service in a Municipal, Shire or County Council (including periods of military service) shall be taken into account.
- (b) This Clause shall only apply to those persons employed by the Fund prior to and including 1 July 1978, and to the General Manager.

24. FAMILY LEAVE

An employee shall be entitled to two (2) days Family Leave with pay in any one year to cover absences from duty because of illness or death in the family. Family Leave is not cumulative.

25. 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.

26. 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.

27. 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.

28. PAYMENT OF WAGES

Payment of wages shall be direct to each employees' bank account.

29. 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 will continue to deduct the cost of Union subscription, as may be varied from time to time, from the employee's salary and remit the sum to the Union Office at regular intervals upon receipt of a signed request from the employee.

30. 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 department, then a conference will be arranged between the employee or the department's spokesperson accompanied by a Union delegate and/or a member of the Consultative Committee (as desired) and the department's immediate supervisor to discuss the matter and endeavour to achieve a settlement.

Should this fail to achieve a settlement the department'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 sub-clause (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.

31. 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.

The remainder of this page is intentionally left blank.

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



[Handwritten Signature]

Secretary

[Handwritten Signature]

Director

Signed for and on behalf of

The Federated Municipal and Shire Council Employees' Union of Australia

[Handwritten Signature]

 Signature

[Printed Name]

 Print Name

[Handwritten Occupation]

 Occupation

[Handwritten Signature]

 Witness

[Handwritten Date]

 Date