

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/158

**TITLE: Government Employees Health Fund (Dental and Optical Centres)
Enterprise Agreement 1999**

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 4 May 2000

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**NEW AGREEMENT OR
VARIATION:** New

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COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to Government Employees Health Fund and its employees directly managed from the fund's Haymarket, Parramatta and Wagga Wagga offices

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**GOVERNMENT EMPLOYEES HEALTH FUND
(DENTAL AND OPTICAL CENTRES)**

ENTERPRISE AGREEMENT

1999



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Industrial Registrar

Enterprise Agreement No.

Government Employees Health Fund Limited
(A.C.N. 003 683 298)

and

The Staff employed at one or other of the Fund's Dental and Optical Centres situated at:

- 6th Floor, 8 Quay Street Haymarket, NSW, 2000
- 23-27 Macquarie Street, Parramatta, NSW, 2150
- 41 Tompson Street, Wagga Wagga, NSW, 2650

Filed with the Industrial Registrar the day of
1999.

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ENTERPRISE AGREEMENT

BETWEEN

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

AND

THE EMPLOYEES OF THE FUND'S DENTAL AND OPTICAL CENTRES

1. PARTIES TO THE AGREEMENT

An **ENTERPRISE AGREEMENT**, made in pursuance of the New South Wales Industrial Relations Act 1991 ("the Act") as amended, in accordance with the provisions of Chapter 2, Part 3, Division 2 (sections 115 - 150) of the said Act, between Government Employees Health Fund Limited (A.C.N. 003 683 298) of 10 Richardson Street Wollongong, New South Wales ("the Fund") of the one part and the employees of the Fund's Dental and Optical Centres situated at 6th Floor, 8 Quay Street Haymarket, 23-27 Macquarie Street Parramatta and 41 Tompson Street Wagga Wagga ("the Employees") 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 (Dental and Optical Centres) Enterprise Agreement**.

3. INTENTION

The purpose of this agreement is to regulate the terms and conditions of employment previously regulated by Government Employees Health Fund (Dental and Optical Centres) Enterprise Agreement dated 1996 filed in accordance with the provisions of the Industrial Relations Act 1991 and any one of:

- (a) Individual letter of appointment
- (b) The Dental Assistant & Secretaries (State) Award



- (c) The Dental Technicians (State) Award
- (d) The Clerks (State) Award
- (e) The Mechanical Opticians (State) Award

Employees covered by this agreement are in the trade/occupation of:

Administrative Officer
Administration Team Leader
Communications Co-ordinator
Dental Technicians
Dental Hygienist
Dental Prosthetist
Dental Assistant
Dentist
Dentist Team Leader
Information Systems Manager
Information Systems Officer
Administration Team Leader
Laboratory Team Leader
Member Services Officer
Member Services Team Leader
Optical Dispenser
Optical Dispensary Manager
Optical Mechanic
Project Officer
Purchasing Officer
Clinic Co-ordinator
Deputy Clinic Co-ordinator
Director of Clinical Services
Operations Manager
Communications Co-ordinator
Sterilising Room Assistant

4. INCIDENCE

- (a) This agreement shall operate in conjunction with The Dental Assistants & Secretaries (State) Award; The Dental Technicians (State) Award; The Clerks (State) Award; The Mechanical Opticians (State) Award and shall apply to Government Employees Health Fund Limited and its employees directly managed from the Fund's Haymarket, Parramatta and Wagga Wagga offices.



- (b) Apart from clauses specified in this agreement, all other clauses of The Dental Assistants & Secretaries (State) Award; The Dental Technicians (State) Award; The Clerks (State) Award; The Mechanical Opticians (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. THE AIMS AND OBJECTIVES OF THE ENTERPRISE AGREEMENT

These reflect the Fund's Employee Relations philosophy. They emphasise the fact that the Fund and its employees need to work together to achieve a Win/Win outcome – an outcome whereby both the Fund and its employees are better off.

- (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 Program,
 - (iv) fostering 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.

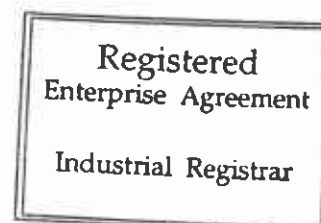
The Fund and its Employees recognise that the services rendered by the Fund represent an opportunity to maintain a viable, productive and enduring enterprise offering secure employment and worthwhile careers for employees.

(b) The objectives of this Agreement are:

- (i) through the effective and efficient application of employee resources and technology, 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 programs.

(c) The Fund and its Employees 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 statutory requirements and individual skills or abilities to perform particular tasks,
- (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 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

- i. **"Administration Officer"** shall mean an employee whose employment consists primarily of clerical, typing or stenographic duties including the use of computers or computer terminals for update purposes.
- ii. **"Administration Team Leader"** shall mean an employee whose duties consist primarily of providing financial analysis and administrative support for the Centres.
- iii. **"Casual Employee"** shall mean a person appointed from outside the service of the Fund on hourly hiring. Such an employee shall be paid at an hourly rate of one thirty-eighth of the weekly salary prescribed by this Agreement for the class of work which they perform, plus a loading of twenty (20) percent where covered by the Dental Assistants and Secretaries (State) Award or the Clerk's (State) Award and fifteen (15) percent in all other instances. A casual employee shall receive an additional loading of one twelfth for the purposes of calculating annual holidays under the Annual Holidays Act 1944. Other conditions of employment in this Agreement do not apply to casual employees.
- iv. **"Certificate of Proficiency"** shall mean a Certificate recognised by the Dental Assistants Education Council of Australia.
- v. **"Clinic Co-ordinator"** shall mean an employee whose employment consists primarily of operational management of the Dental Clinic, including supervision of dental assistants.
- vi. **"Clinician"** shall mean an employee registered, or taken to be registered under the Dentists Act 1989 and the Dental Technicians Registration Act 1975.
- vii. **"Communications Co-ordinator"** shall mean an employee whose duties primarily involve co-ordinating internal and/or external communications.
- viii. **"Consultative Committee"** shall mean the joint committee comprising the Staff Committee and representatives of the Fund Management Committee.
- ix. **"Dentist"** shall mean an employee registered, or taken to be registered as a dentist under the Dentists Act 1989.
- x. **"Dentist Team Leader"** shall mean an employee registered, or taken to be registered, as a dentist under the Dentists Act 1989 and whose duties include those of a managerial nature.

- xi. **"Dental Assistant"** shall mean an employee whose employment consists primarily of providing assistance to the Fund's clinicians in the provision of dental care.
- xii. **"Dental Hygienist"** shall mean an employee registered under Section 57 (4) of the Dentists Act 1989.
- xiii. **"Dental Prosthetist"** shall mean a Dental Technician to whom a Practising Certificate has been granted under Section 18B of the Dental Technicians Registration Act 1975.
- xiv. **"Dental Radiographer"** shall mean a Dental Assistant to whom a licence has been granted under Section 6 of the Radiation Control Act 1990.
- xv. **"Dental Technician"** shall mean an employee registered, or taken to be registered, as a Dental Technician under the Dental Technicians Registration Act 1975.
- xvi. **"Deputy Clinic Co-ordinator"** shall mean an employee whose employment consists primarily of providing assistance to the Fund's clinicians in the provision of dental care and whose duties include those of a managerial nature in the capacity of assisting the Senior Dental Assistant.
- xvii. **"Director of Clinical Services"** shall mean an employee registered, or taken to be registered, as a dentist under the Dentists Act 1989 and whose duties include those of a managerial nature.
- xviii. **"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.
- xix. **"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.
- xx. **"Information Services Manager"** shall mean an employee, whose duties include management of the Centres Computer Information Systems.
- xxi. **"Information Services Officer"** shall mean an employee whose duties primarily involve assisting the Information Services Manager in maintaining the Centres Computer Information Systems.
- xxii. **"Laboratory Team Leader"** shall mean an employee registered, or taken to be registered, as a Dental Technician under the Dental Technicians Registration Act 1975 and whose duties include those of a managerial nature.

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- xxiii. **“Member Service Officer”** shall mean an employee whose employment consists primarily of facilitating patients / members non treatment needs.
- xxiv. **“Member Service Team Leader”** shall mean an employee whose employment consists primarily of facilitating patients / members non treatment needs, clerical typing or stenographic duties including the use of computers or computer terminals for updating purposes and whose duties include those of a managerial nature.
- xxv. **“Operations Manager”** shall mean an employee whose duties consist of management of the Centres’ operations.
- xxvi. **“Optical Dispenser”** shall mean an employee licensed under the Optical Dispensers Act 1963.
- xxvii. **“Optical Dispensary Manager”** shall mean an employee licensed under the Optical Dispensers Act 1963 and whose duties include those of a managerial nature.
- xxviii. **“Optical Mechanic”** shall mean an employee who has served an appropriate apprenticeship in the optical industry.
- xxix. **“Oral Health Educator”** shall mean a Dental Assistant who holds a Certificate of Proficiency in Oral Health Education.
- xxx. **“Part Time Employee”** shall mean an employee performing duties for a regular and fixed but lesser number of ordinary working hours per week than is prescribed for the said classification.
- xxxi. **“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.
- xxxii. **“Project Officer”** shall mean an employee whose employment consists of clerical, typing or stenographic duties, as well as, undertaking specific projects as directed.
- xxxiii. **“Purchasing Officer”** shall mean an employee whose employment consists primarily of stock control including the use of computers or computer terminals for update purposes.
- xxxiv. **“Resignation”** shall mean the termination of employment by an employee voluntarily leaving the service of the Fund.

xxxv. "Staff Committee" shall mean the committee duly elected in terms of Sections 135-142 of the Industrial Relations Act 1991.

xxxvi. "Sterilising Room Assistant" shall mean an employee whose employment consists of ensuring the provision of sterile instruments at each Centre and may also consist of duties as described for a Dental Assistant.

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 38 hours per week. Commencing and finishing times to be agreed upon by the employer and the employee(s) concerned. The ordinary working week shall be worked between Monday and Saturday inclusive and shall not exceed ten (10) hours, exclusive of unpaid meal breaks, in any one day.
- (ii) Except as otherwise provided by subclause (vii), 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.

10. MINIMUM RATES OF PAY

- (i) Rates of pay for employees whose conditions of employment were previously regulated by individual letters of appointment will continue to be negotiated on an individual basis.
- (ii) Minimum rates of pay for employees whose conditions of employment were previously regulated by one of:
 - (a) The Dental Assistants and Secretaries (State) Award
 - (b) The Dental Technicians (State) Award
 - (c) The Clerks (State) Award
 - (d) The Mechanical Opticians (State) AwardShall be those prescribed by the relevant Award for the equivalent grade.
- (iii) A 3% salary increase will be paid to Dental & Eyecare Centre, subject to employees endorsing, in full, the proposed changes to the enterprise agreement. This will be paid from the date of agreement to these changes to the Enterprise Agreement. This pay increase will not be paid to employees who have received pay increases in excess of 3% between November 1998 – February 1999 and have been advised that they will not receive the Enterprise Agreement increase.
- (iv) As a condition of the enterprise agreement, team meetings will be held outside of normal working hours, contributing to an extra 1% in productivity.
- (v) The ordinary pay rate for each employee party to this agreement is recorded in a written form and lodged with the Industrial Registrar. The minimum ordinary pay rates, after the increase, for Dental Assistants, Administration Officers, Member Service Officers and Dental Technicians are also in a written form and lodged with the Industrial Registrar.

11. 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.



- i. An employee who is required to work and who does work in excess of 10 hours per day or in excess of 47.5 hours per week shall be paid for that overtime at the rate of double ordinary time. All hours worked in excess of 38 and up to 47.5 in any one week that an employee is required to work shall be paid at ordinary time.
- ii. An employee may request to work in excess of 38 hours per week on a regular basis. Such requests will only be implemented by agreement between the employer and the employee. Such agreement must be fair and equitable to both parties and must recognise the Fund's service requirement to members. Employees may at any time request to revert to ordinary hours. All hours worked in excess of ordinary hours at the employee's request shall be paid at ordinary time.
- iii. An employee, who is required to work outside their normal operating hours for the purpose of dealing with an emergency situation, shall be paid at the rate of double time. The minimum call-out time will be one hour. Time in excess of one hour will be measured in increments of fifteen (15) minutes. Travelling time will be included in the time claimed as call-out time.

12. ALLOWANCES

(i) Certificate Allowances

An employee who is the holder of a Certificate of Proficiency as described in Clause 8 (14) will be paid in addition to his/her appropriate salary an allowance as follows:

	<u>New rate</u>
Proficiency	39.10 / week
Radiography	22.80 / week
Oral Health	17.00 / week
Sterilising	22.80 / week

Increases in the Award rate for these allowances will not necessarily be passed on, as long as the rate paid at the Dental & Eyecare Centres exceeds the award rate. All other conditions of payment of these Allowances will remain the same as in the current Enterprise Agreement.



(ii) Saturday Allowance

As stipulated in Clause 9 (ii) the ordinary working week shall be worked between Monday and Saturday. Existing allowances for working Saturdays, as stipulated in certain Awards appearing in Clause 3, will be incorporated in an employee's weekly salary and will relate to a full thirty eight (38) hour week.

(iii) Uniform Allowance

Where an employee is currently paid a Uniform Allowance, this allowance will be incorporated in the employee's weekly salary and will relate to a thirty eight (38) hour week.

(iv) Uniform Purchase Allowance

An annual allowance of \$300 to cover the cost of uniforms will be paid to full time and permanent part-time Dental Assistants, Member Service Officers and Administrative Officer employees who work more than 16 hours per week. Employees classified as Dental Assistants, Member Service Officers or Administrative Officers who work 16 hours or less per week will receive an allowance of \$150 per year. The Uniform Purchase Allowance will be paid to new employees on completion of the probationary period. It is compulsory for staff provided with the Uniform Purchase Allowance to wear the specified Dental & Eyecare Centre uniform during working hours.

(v) On-Call Allowance

For the purposes of this Agreement, no specific monetary allowance applies where an employee is required to be "on-call" for the purposes of receiving after-hours emergency enquiries relating to either patient care or building/equipment, security/maintenance issues. Recognition of such duties is reflected in the employee's normal weekly salary.

13. TERMS OF EMPLOYMENT

(a) Notice of Terminating Employment

- (i) Employees other than Dentists, Dental Hygienists, Dental Prosthetists and Optical Dispensers 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 as defined in Clause 13(a)(i) 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) Optical Dispensers 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) week's salary.

(ii) Similarly, the Fund shall give its Optical Dispensers 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) Dentists, Dental Hygienists and Dental Prosthetists shall give to the Fund six (6) weeks notice of termination of employment. Failure to do so will result in that employee's forfeiture of six (6) weeks salary.

(ii) Similarly, the Fund shall give its Dentists, Dental Hygienists and Dental Prosthetists six (6) weeks' notice of termination of employment. Failure to do so will result in a payment of six (6) weeks' salary to that employee.
- (d) (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.
- (e) **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.

(f) Payment upon Death

- (i) Where the service of an employee is terminated by death, the Fund shall pay any monies due in respect of wages, 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 wages, 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 Group General Manager to have breached the confidentiality of the Fund's records will have committed wilful misconduct.



14. SUPERANNUATION

In accordance with GEHF's superannuation policy employees will be offered choice with regard to the complying superannuation fund to which they wish their personal contributions and those paid by GEHF to be deposited.

If employees choose neither to remain with their present fund nor nominate an alternative complying fund they will be joined as members of the Strategic Master Super Plan.

15. HOLIDAYS

- (i) Under this Agreement all proclaimed or gazetted public holidays for New South Wales shall be observed. Other holidays shall be by the agreement of the Group 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.

16. 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 15, 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 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) An employee shall at the time of the termination of their employment be paid leave loading for leave to which they have become entitled (as defined in sub clause (a) but have not taken, except where the employee's employment is terminated for misconduct. The leave loading shall be calculated in accordance with part (iv) of this subclause.

17. 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	2 months (8.66 weeks)
For every further completed period of 5 years' service	1 month (4.33 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's services are terminated by the employee due to illness, incapacity, domestic or other pressing necessity, and such employee has

completed at least five (5) years' service 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.

- (iii) 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.

18. SICK LEAVE

Precis

Paid sick leave is provided to meet the fact that everyone will from time to time be unable to attend work due to illness. GEHF is committed to ensuring the wellbeing of its employees and for this reason does not limit the period sick leave is paid for genuine illness.

This commitment will be managed on the basis of trust and medical certificates will generally not be required. Employees are expected to attend work when fit to do so.

- (a) From 3 February 1996 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) Payment in accordance with subclause (a) is based on the Group General Manager being satisfied that there existed genuine grounds for sick leave. GEHF reserves the right to confirm the genuineness of illness/injury when considered appropriate.



- (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.

19. 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 Group 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 be entitled to sick leave for such absence.

20. 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.