

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/199

TITLE: Australian Health Management Group (Wollongong) Enterprise Agreement

I.R.C. NO: IRC00/2815

DATE APPROVED/COMMENCEMENT: 17 July 2000

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 25 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 32

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Clerical and Administrative Employees (State) Award directly managed from the Fund's Wollongong offices

PARTIES: Australian Health Management Group (Wollongong) -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

**AUSTRALIAN HEALTH MANAGEMENT GROUP
(WOLLONGONG)**

ENTERPRISE AGREEMENT

2000



Registered
Enterprise Agreement

Industrial Registrar

Enterprise Agreement No.

Australian Health Management Group Limited
(A.C.N. 003 683 298)

and

The Federated Municipal and Shire Council
Employees' Union of Australia,
New South Wales Division

Filed with the Industrial Registrar the day of
2000.

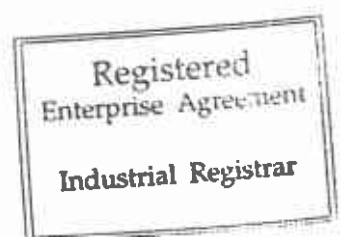
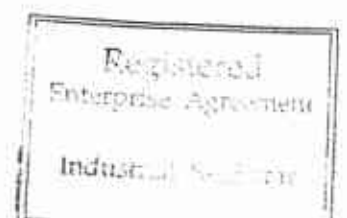


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ENTERPRISE AGREEMENT

BETWEEN

**AUSTRALIAN HEALTH MANAGEMENT GROUP LIMITED
(A.C.N. 003 683 298)**

AND

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

1. PARTIES TO THE AGREEMENT

An **ENTERPRISE AGREEMENT**, made in pursuance of the New South Wales Industrial Relations Act 1996 ("the Act") as amended, in accordance with the provisions of Chapter 2, Part 3, Division 2 (sections 115 - 150) of the said Act, between Australian Health Management Group Limited (A.C.N. 003 683 298) of 10 Richardson Street Wollongong, New South Wales ("the Fund") of the one part and The Federated Municipal and Shire Council Employees' Union of Australia (NSW Division) ("the Union") of the other part.

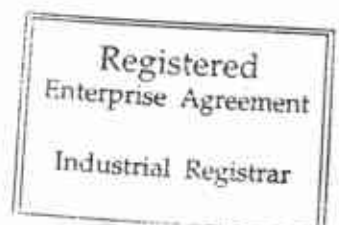
Now it is hereby agreed by the parties as follows:

2. TITLE

The Enterprise Agreement shall be known as the **Australian Health Management Group (Wollongong) Enterprise Agreement**.

3. INTENTION

The purpose of this agreement is to regulate the terms and conditions of employment previously regulated by Enterprise Agreement No. EA315/96 dated 14 November 1996 filed in accordance with the provisions of the Industrial Relations Act 1996 and the Clerical and Administrative Employees (State) Award. For the purpose of this Enterprise Agreement, the provisions of Industrial Agreement Number 8213 filed in accordance with the Industrial Arbitration Act 1940 as amended, apply to service prior to 13 July 1992 and the Clerical and Administrative Employees (State) Award does not.



4. INCIDENCE

- (a) This agreement shall operate in conjunction with the Clerical and Administrative Employees (State) Award and shall apply to Australian Health Management Group 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 Clerical and Administrative Employees (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

- (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) an educated, skilled, aware, group of people whose merit is recognised,



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

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

(b) The objectives of this Agreement are:

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

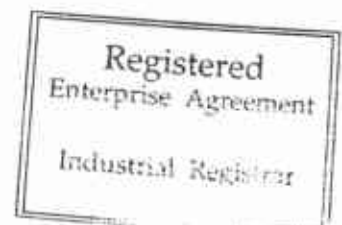
(c) The Fund and the Union acknowledge that an essential factor in achieving these objectives is the development and maintenance of harmonious and productive working relationships between all employees, management and the Fund so as to ensure that employees are committed to their jobs and the success 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 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 needs of the enterprise,
 - (ix) to ensure that differences in conditions of employment between employees are minimised.

8. DEFINITIONS

- (a) **"Administrative Officer"** shall mean an employee whose employment consists primarily of administrative, coordinating and planning tasks.
- (b) **"Administrative Support Staff"** shall mean an employee whose employment consists of clerical, typing or stenographic duties including the use of computers.
- (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. Such an 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) **"Member Service Officer"** shall mean an employee of the membership services team not holding a supervisory position
- (g) **"Packaged Employee"** shall mean an employee who is offered and accepts to receive his/her salary in cash and non-cash payments in accordance with GEHF's flexible remuneration packaging policy. Employees in positions rating 375 or more OCR work value points will be required to have their remuneration packaged.
- (h) **"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.
- (i) **"Resignation"** shall mean the termination of employment by an employee voluntarily leaving the service of the Fund.
- (j) **"Probationary period of employment"** shall mean the period of employment all employees serve before being permanently appointed. The length of the period is dependent upon the position in question and the skills and experience to be acquired. The maximum initial term for a probationary period is 6 months.



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

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

9. HOURS OF WORK

Precis

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

- (i) The ordinary hours of work for employees shall be 35 hours per week. Commencing and finishing times to be agreed upon by the employer and the employee(s) concerned.
- (ii) Except as otherwise provided by subclause (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.
- (iii) Additional hours worked in excess of thirty five (35) hours in any one week or seven (7) hours in any one day, may be taken as flexi-time. No employee shall accrue more than fourteen (14) hours flexitime unless by agreement between the employer and the employee(s).
- (iv) In relation to subclause (i), (ii) and (iii), any agreement to alter an existing arrangement shall in normal circumstances only be implemented by agreement between the employer

and the employee. Such agreements must be fair and equitable to both parties and must recognise the Fund and the relevant team's service requirements to members in all States.

- (v) In relation to subclause (iv), agreement to a request from the employee or employer to alter existing arrangements shall not unreasonably be withheld by the other party.
- (vi) The employer and the employee(s) concerned may agree upon commencing and finishing times outside the ordinary working week provided that the agreement relates to a thirty-five-(35) hour week.

10. OVERTIME

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

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



11. ACHIEVEMENT BASED REMUNERATION

Precis

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

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

Member Service Officers

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

Competency points (see annexure 1)

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

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

Salary Bands as at 7th February 2000Member Service Officers

	Minimum salary level (\$)	Maximum salary level (\$)
Band 1	484.45	513.52
2	511.11	541.78
3	537.77	570.04
4	548.22	581.11
5	564.96	598.86
6	575.41	609.93
7	592.29	627.83
8	603.89	640.13
9	626.25	663.83

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

Administrative Officers

Grade 1	712.03
2	732.91
3	755.22
4	776.18
5	801.20
6	831.19
7	851.70
8	875.98
9	897.55

Administrative Support Staff

Grade 1	347.34
2	384.66
3	437.99
4	484.45
5	511.11
6	537.78
7	564.96
8	592.29
9	626.25
10	653.58
11	680.91
12	708.24

Casual Employees

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

12. SALARY AND CAREER PROGRESSION

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

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

13. MEAL BREAK

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

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

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

14. MEAL ALLOWANCE

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

15. TERMS OF EMPLOYMENT

(a) **Notice of Terminating Employment**

- (i) Employees other than Administrative Officers shall give to the Fund two-(2) weeks' notice of termination of employment. Failure to do so will result in that employee's forfeiture of two-(2) weeks' salary.
 - (ii) Similarly, the Fund shall give its employees two-(2) weeks' notice of termination of employment. Failure to do so will result in a payment of two-(2) weeks' salary to the employee.
- (b) (i) Administrative Officers shall give to the Fund four (4) weeks' notice of termination of employment. Failure to do so will result in that employee's forfeiture of four-(4) week's 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 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 monetary 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.

16. REDUNDANCY

Precis

If the Fund needs to reduce its workforce our philosophy will be to explore opportunities for reduction by natural attrition and redeployment in the first instance. The Fund is also committed to pursue voluntary redundancy options ahead of forced retrenchment where the circumstance reasonably permits

- (a) In the event of positions being made redundant, the following minimum redundancy provisions shall apply:
 - (i) 4 weeks initial payment
 - (ii) 3 weeks for each of the employees' second through seventh years of completed service
 - (iii) 1 week for each of the employee's eighth and subsequent years of completed service.
 - (iv) a loading of 25% for employees over 45 years of age
- (b) In the case of redundancy or retrenchment the minimum period of notice will be given.
- (c) In the event of the Fund needing to implement either voluntary redundancy or forced redundancy the Fund will consult with the Staff Committee as to the specific payment arrangements.

17. 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 subject to compliance with the superannuation policy.

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.

18. HOLIDAYS

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

19. 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 18, Holidays.

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

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

(c) Notice to take Annual Leave

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

(d) Termination of Employment

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

(e) Annual Leave Loading

- (i) Before an employee is given and takes annual leave, or where by agreement between the Fund and the employee, annual leave is given on more than one separate period, then before each such separate period, the Fund shall pay the employee an annual leave loading determined in accordance with this Clause.
- (ii) The loading is payable in addition to the pay for the period of leave given and taken and due to the employee.
- (iii) The loading is to be calculated in relation to any period of annual leave to which the employee has become entitled.
- (iv) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iii) above at the rate per week of 17½% of the appropriate ordinary weekly rate of pay for the classification in which the employee was employed immediately before commencing annual leave.
- (v) (a) No loading is payable to an employee who takes annual leave wholly or partly in advance.

- (b) However, if the employee continues to work until the day when the employee would have become entitled to annual leave, the loading then becomes payable for that leave and shall be calculated in accordance with part (iv) of this subclause.
- (vi) 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.

20. LONG SERVICE LEAVE

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

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

- (b) Leave shall accrue without limitation on the basis of the table in subclause (a) and proportionately for each completed month of service, provided that:
 - (i) where an employee has completed at least five (5) years service and the employee's services are terminated by the Fund for any reason, or by the employee due to illness, incapacity, domestic or other pressing necessity, the employee shall be paid the monetary equivalent of long service leave that would have otherwise accrued as to the date of termination in respect of the total service of the employee. The payment shall be calculated at the rate of pay applicable to the employee's classification at the date of termination of service.

- (ii) where an employee has completed ten (10) years or more of service and resigns, the employee shall be paid the monetary equivalent of all long service leave accrued, but not taken by the employee at the date of resignation. The payment shall be calculated as specified above.
- (c) Where an employee is about to take long service leave, or part thereof, the employee shall be paid for the leave in advance, at the rate of wage applicable to the employee's classification at the commencing date of the leave.
- (d) Any public holidays falling within an employee's long service leave shall be added to that leave.

21. 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 13 July 1992 employee shall be entitled to leave of absence without loss of pay in circumstances where they cannot attend for duty due to genuine illness or injury by accident. Sick leave will be provided for the period of time the employee is unable to attend for duty or until it is determined that the employee will not be fit for duty at any time in the future.
- (b) 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.
- (b) Should the Sick Leave provision 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.

22. 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 at the discretion of the Group General Manager

23. REFUND OF SICK PAY AND ACCIDENT PAY

Where an employee has been paid sick leave or accident pay under Clause 21 or Clause 22, 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.

24. DRIVERS LICENCES

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

25. PERSONAL/CARER'S LEAVE

Personal/Carer's leave is provided to meet the fact that everyone will from time to time be unable to attend work due to genuine family reasons including those normally taken as bereavement leave. GEHF does not limit the period Personal/Carer's leave is paid. This commitment will be managed as outlined in Clause 21.

Personal/Carer's leave is created from sick and bereavement leave and is available to the employee to care for immediate family or household members including:

- Spouse or defacto spouse;
- Child including adopted, foster, ex-nuptial or step child;
- Parent, including a foster parent or legal guardian;
- Children, parents, grandparents, grandchildren, siblings of the employee;
- Relative who is a member of their household.

Should the Personal/Carer's leave provision in this Clause be withdrawn or changed at the expiration of the Agreement, the Fund acknowledges that the Personal/Carer's leave provisions of the relevant award will then apply.

26. PAID PARENTAL LEAVE

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

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

(a) Paid Maternity Leave

The number of weeks paid leave shall be based on completed years of service as follows:

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

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

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

(b) Paid Paternity Leave

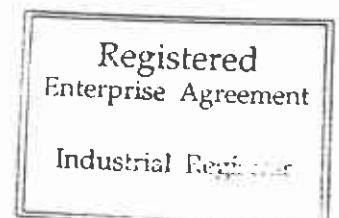
Short paternity leave as defined in clause 53 (3) (a) of the Act shall be paid leave to eligible employees. Such leave shall be unbroken period of up to 1 week and is to be taken at the time of the birth or adoption of a child.

(c) Review of Cost of Paid Parental Leave

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

27. SPECIAL LEAVE

Provided that the Group 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 Group General Manager.



28. 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 Group General Manager, having regard to the circumstances of each application.

29. 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 Group General Manager. Holiday pay, for the purpose of this Clause is cumulative.

From July 1, 1998 Holiday Leave not taken in the year it is given will be paid out at the earliest possible opportunity in the following year. Holiday leave accrued prior to July 1, 1998 and not used will not be paid out unless so requested by the employee.

30. PAYMENT OF SALARY AND BENEFITS

(a) Health Insurance Subsidy

Eligible Wollongong employees will have their Health Insurance subscription subsidised by GEHF as from the 1st February 1999.

- (i) GEHF shall contribute to the health insurance subscription paid by its employees in respect of its product range.
- (ii) This contribution shall for family and couples membership be to a maximum total of \$500 for combined hospital/ancillary cover and \$250 for hospital or ancillary cover, irrespective of the level of health cover and number of the policies the employee invokes.
- (iii) This contribution shall for singles membership be to a maximum total of \$250 for combined hospital/ancillary cover and \$125 for hospital or ancillary cover, irrespective of the level of health cover and number of the policies the employee invokes.
- (iv) If an employee chooses not to subscribe for health cover with GEHF then the employee forfeits the entitlement.