

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA08/5

**TITLE: Family Planning NSW Administrative, Health Promotion,
Professional and Management Enterprise Agreement 2007**

I.R.C. NO: IRC7/2171

DATE APPROVED/COMMENCEMENT: 20 December 2007 / 20 December 2007

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/206.

GAZETTAL REFERENCE: 14 March 2008

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all administrative, health promotion and professional and managerial employees employed by Family Planning NSW, 328-336 Liverpool Road, Ashfield NSW 2131, who fall within the coverage of the Social and Community Services Employees (State) Award. The agreement does not apply to Executive Management, Nursing and Medical Practitioner employees.

PARTIES: Family Planning New South Wales Ltd -&- the Australian Services Union of N.S.W.

FAMILY PLANNING NSW ADMINISTRATIVE, HEALTH PROMOTION, PROFESSIONAL AND MANAGERIAL ENTERPRISE AGREEMENT 2007

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FAMILY PLANNING NSW OPERATION OF THE AGREEMENT

1. TITLE OF AGREEMENT

The agreement shall be known as the Family Planning NSW Administrative, Health Promotion, Professional and Managerial Enterprise Agreement 2007.

2. AREA, INCIDENCE AND DURATION

- (i) This agreement shall apply to all administrative, health promotion and professional and managerial employees employed by Family Planning NSW.
- (ii) This agreement shall take effect from the date of registration and remain in force for three years.
- (iii) The parties shall commence negotiations 6 months prior to the expiry of this agreement.
- (iv) No employee shall suffer a reduction in rates of pay or conditions of employment as a result of the expiry of the Agreement.

3. PARTIES TO THE AGREEMENT

- (i) The parties to this agreement are
 - (a) Family Planning NSW and the
 - (b) Australian Services Union of NSW
- (ii) The parties to this agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

ENGAGEMENT OF EMPLOYEES

4. CONTRACT OF EMPLOYMENT

- (i) All employees will be employed either on a full time, part time, permanent, casual or fixed term basis.
- (ii) Upon employment, Family Planning NSW will provide to the employee a contract of appointment, which stipulates the type of employment and informs them of the terms of employment in relation to:
 - (a) The classification level and salary on commencement of employment.
 - (b) The hours to be worked.
 - (c) A specified probationary period per clause 5.
 - (d) For a fixed-term appointment the duration of the period.
 - (e) A position description outlining the roles and responsibilities of the position.
- (iii) **Full time employees**
 - (a) Full time employees will be engaged to work fulltime ordinary hours of 38 per week, 7.6 hours per day exclusive of meal breaks.
 - (b) Employees employed prior to 4 September 2000 will retain working hours of 35 hours per week, 7 hours per day exclusive of meal breaks.

- (c) Fulltime employees are eligible to take an allocated day off (ADO) for additional time worked in accordance with clause 12. Hours of Work.

(iv) Part time employees

- (a) Part time employees will be engaged to work a regular number of hours per week, but not less than 3.5 hours in any one day, except where by mutual agreement a minimum of one hour per day 'to attend a meeting'.
- (b) A part time employee, shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate and shall receive the conditions of employment on a pro rata basis.

(v) Fixed Term employees

A fixed term employee will be engaged for a specific duration to work on either a full-time or part-time basis for the completion of a specifically funded task, to relieve an employee or to temporarily fill a vacant position.

(vi) Casual employees

- (a) A casual employee is engaged intermittently for work of a short term and/or irregular nature. A casual employee shall be engaged for a minimum period of two consecutive hours for each period of engagement.
- (b) A casual employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in clause 8 Salaries, of this Agreement, plus a 15% loading in lieu of sick leave and public holidays plus one twelfth (1/12th) of the ordinary rate of pay in lieu of annual leave.
- (c) With respect to employees employed as casual employees the provisions of clause 11 Voluntary salary sacrifice and packaging of remuneration, clause 17 Annual leave, clause 18 Sick leave, clause 20, Learning and development, clause 21 Leave without pay, clause 26 Community leave, and clause 29, Redundancy shall not apply.
- (d) Casual employees shall not be entitled to an allocated day off or part thereof as prescribed in clause 12, Hours of Work.

5 PROBATIONARY EMPLOYMENT

- (i) A probationary period at the commencement of an employment relationship can help an employee develop skills needed for the specific position. It also allows Family Planning NSW to assess the employee's potential performance. The probationary period will be the first three (3) months of employment, with the exception in Clause 5 (ii) below.
- (ii) Where an employee takes leave in excess of their leave accrual in their first three (3) months of employment, Family Planning NSW may extend the probationary period for one (1) additional month, to a maximum probationary period of four (4) months.
- (iii) During the probationary period, an employee's performance and suitability for the position will be assessed and a decision will be made with respect to the employees' ongoing employment. During the probationary period the employees' services may be terminated with two weeks' notice or payment of two weeks' salary in lieu of notice.

6 LABOUR FLEXIBILITY

Family Planning NSW may require an employee to be transferred to another Centre within the organisation, commensurate with their skill level. Any proposed transfer will be in consultation with the employee and within a reasonable distance. Employees will be given one month's notice.

CLASSIFICATIONS AND SALARIES

7 CLASSIFICATIONS

- (i) Employees shall be appointed to the Administration, Health Promotion or Professional & Managerial Family Planning NSW classification at the appropriate level as set out below.
- (ii) Incremental progression for employees on the Administration classification will be automatic on twelve months continuous full time equivalent service at the same classification level.
- (iii) Incremental progression for Health Promotion employees employed by Family Planning NSW on or before the 15th June 2007 will be automatic on twelve months continuous full time equivalent service from 15th June 2007.
- (iv) Incremental progression for Health Promotion employees employed by Family Planning NSW after 15th June 2007 will be automatic on twelve months continuous full time equivalent service from date of appointment.
- (v) For employees on the Administration salary scale movement between grades/levels will be via application for a regrade by the employee and /or the employee's manager, in accordance with Family Planning NSW's regrading policy.
- (vi) For employees on the Professional and Managerial grades, progression both within and between salary ranges will be via application for a regrade by the employee and /or the employee's manager, in accordance with Family Planning NSW's regrading policy.
- (vii) Application for a regrade may be made at any time the employee and/or the employee's manager consider this to be appropriate.

(viii) ADMINISTRATION

Administration Level 1

A person employed as a Level 1 shall work under close supervision and undertake routine clerical work. Work will be performed within established routines, methods and procedures that may require the exercise of limited discretion. The person may be a trainee with no previous administrative experience. Employees will be responsible for the time management of their work, have written and verbal communication skills and be numerically competent.

Responsibilities may include receptionist services, collating, collecting and distributing, carrying out routine checks by simple comparisons, maintaining basic records, mail procedures, obtaining or providing information about straight forward matters, routine operation of office and computer equipment and cash handling and receipting.

Administration Level 2

A person employed as a Level 2 shall work under regular direction within clearly defined guidelines and undertake a range of operational and administrative activities requiring the application of acquired skills and knowledge. Work will be performed within established routines, methods and procedures, with some discretion and will require basic judgment to be exercised. Employees will be responsible for managing time, planning and organising their work and may be required to oversight the work of more junior or inexperienced employees.

Responsibilities may include maintenance of reception services, operation of office equipment, collating, copying and production of routine documents, basic word processing and spreadsheet applications, contributing to team work, cash handling and receipting, and data entry to accounting and other data bases.

To contribute to the operational objectives of the work areas, a position at this level may be required to assist senior employees with special projects and perform tasks of a sensitive nature and perform the actual calculation of salaries in addition to other pay office duties.

Administration level 3

A person employed as a Level 3 shall work under general direction in the application of procedures, methods and guidelines which are well established. Decision making in day to day operational matters is a normal part of the duties.

General features of this level involve solving problems of limited difficulty using knowledge, judgement and organisational skills acquired through prior work experience. Employees require a sound knowledge of the activities usually performed within the work area and their impact upon the activities of others.

Employees will be responsible for managing and planning their own work, however assistance is available from their supervisor.

Responsibilities

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- undertake responsibility for various activities in a specialised area, (eg administration, clinic, accounts, library or health promotion areas.)
- assist senior employees with more complex tasks or projects
- exercise initiative in the application of established work
- provide secretariat services for team meetings
- receive, allocate and prepare for processing accounts and invoices approved for payment

An employee at this grade may be required to coordinate the work of others.

Administration Level 4

A person employed as a level 4 shall work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

General features at this level require the application of knowledge and skills which are gained through qualification and/or previous work experience. Employees will be expected to make decisions and exercise initiative in day to day operational matters, set priorities and monitor work flow as a normal part of the duties. Proficiency in MS Office applications and/or a working knowledge of systems and databases applicable to the position is required.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- perform duties of a specialised nature
- provide secretarial assistance requiring judgement, initiative, confidentiality and sensitivity
- produce reports, documents and correspondence accurately and clearly
- delegate and oversight work where appropriate
- carry out inspection and monitoring functions to ensure outputs are of a high quality
- provide secretariat services for Family Planning NSW meetings
- exercise advanced skills and knowledge in respect of pay office functions
- liaise with other professionals at a technical/professional level
- provide a reference, research and/or technical information service
- perform duties of a specialised nature (eg purchasing supplies and equipment etc)

Administration Level 5

A person employed as a Level 5 shall work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and

skills to achieve results in line with the organisation's goals. Positions at this level may make decision across a number of areas, review operational systems and manage conflict of resources or priorities. They require the application of knowledge which is gained through qualifications and/or previous experience in a discipline.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- assist in the development and implementation of health promotion and/or developmental programs for clients;
- provide secretarial assistance requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work for a member of the senior management team;
- coordinate all facets of publications, including design and layout of publications/displays and editing;
- provide secretariat services for Family Planning NSW meetings;
- provide reports on progress of program activities including recommendations;
- exercise a high level of interpersonal skills in dealing with the public and other organisations.

Administration Level 6

A person employed as a Level 6 shall operate under limited direction from senior employees or management. General features at this level allow employees the scope to influence the operational activities of the organisation. Employees will have well developed communication and problem solving skills, be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees.

Employees at this level responsible for projects and/or functions will be required to establish outcomes to achieve organisational goals.

Responsibilities:

To contribute to the operational objectives of the work areas, a position at this level may be required to:

- provide personal assistance requiring a high level of judgement, initiative, confidentiality and sensitivity in the performance of work for the Chief Executive Officer
- provide executive assistance to the Family Planning NSW Board
- develop, plan and supervise the implementation of health promotion and/or developmental programs for clients
- provide secretariat services for Family Planning NSW meetings
- assist with the preparation of program budgets in liaison with management
- manage physical and financial resources to ensure the successful completion of a project
- delegate work where appropriate

(ix) HEALTH PROMOTION

(a) Health Promotion Officer' (HPO) means a person appointed as such by Family Planning NSW who is responsible for the development and implementation of health promotion and/or education programs, projects, activities. This applies to all Family Planning NSW positions in Health Promotion excluding Senior Health Promotion Officers and Managers Health Promotion and Education and Training.

(b) 'Senior Health Promotion Officer' means a person appointed as such by Family Planning NSW who is responsible for the management of a statewide program of health promotion projects and employees, focussing on improving the reproductive and sexual health of specific population groups. Senior Health Promotion Officers will provide health promotion leadership in the organization, including:

- (a) Management of a program of health promotion activities including projects, training and consultancy;
- (b) Support of health promotion officers and administration employees in the work area;

- (c) Provision of professional health promotion supervision to health promotion officers;
- (d) Management of quality assurance issues in health promotion programs;
- (e) Provision of expert advice on health promotion projects and practice.

(c) **‘Manager Health Promotion or Manager Education and Training’**

means a person appointed as such by Family Planning NSW who is responsible for:

- (1) Management of the Health Promotion or Education and Training Units, including the direction, development and implementation of statewide health education and promotion programs, projects and activities;
- (2) Planning and coordinating health promotion and education programs across NSW;
- (3) Determining priorities, strategies and health education policy in consultation with the Executive management of Family Planning NSW;
- (4) Liaising with all stakeholders regarding health promotion and health education activities and programs;
- (5) Management and supervision of health promotion and education and training employees.

(d) **‘Aboriginal Health Promotion Officer’ (AHPO)** means a person appointed as such by Family Planning NSW who is responsible for the development, implementation and evaluation of health promotion and/or education programs, projects and activities in partnership with Aboriginal communities.

(e) **Qualifications**

(1) The salary for an appointee with no appropriate degree per Clause 7 (ix) (e) (6) shall be the Family Planning NSW Administration Scale Level 4 Year 2 to Level 6 Year 3 depending on qualifications and experience.

(2) The salary for an AHPO appointee who has completed the Aboriginal Health Studies Certificate or the first two years of the Associate Diploma Course in Aboriginal Health Studies shall be not less than Family Planning NSW Administration Scale Level 4 Year 3 Schedule A Table 1.

(3) The commencing rate of salary for an appointee with an appropriate 3 year degree from a recognised University or equivalent qualification per Clause 7 (ix) (e) (6) shall be not less than year 1 of the Family Planning NSW Health Promotion Salary Scale Schedule A Table 2.

(4) The commencing rate of salary payable for an appointee with an appropriate 4 year degree from a recognised University, or equivalent qualification Clause 7 (ix) (e) (6) shall be not less than Year 2 of the Family Planning NSW Health Promotion Salary Scale Schedule A Table 2.

(5) The commencing rate of salary for an appointee with an appropriate 4 year degree from a recognised University plus a Diploma of Education or other higher relevant qualification per Clause 7 (ix) (e) (6) shall be not less than Year 3 of the Family Planning NSW Health Promotion Salary Scale Schedule A Table 2.

(6) Degrees considered appropriate to the Family Planning NSW health promotion and education salary scale are Bachelor, Masters or PhD in Health or Education, or equivalent qualification as determined by the Manager Health Promotion or Professional Education in consultation with the Executive manager.

(f) **Experience**

(1) In addition to qualifications, completed full time equivalent years of relevant experience post degree will be considered in determining the commencing rate of salary for an appointee. Relevant experience includes prior health promotion and/or community education and training programs, projects and activities.

(2) Non graduate experience in the above areas may be considered as contributing to the commencing rate of salary for an appointee, at the discretion of the Manager Health Promotion or Education and Training in consultation with the Executive manager.

(ix) PROFESSIONAL & MANAGERIAL

Manager 1

Manager of a discreet Family Planning NSW functional area, degree qualified or equivalent experience, with limited management experience and demonstrable skill attributes below.

Manager of a Family Planning NSW Centre providing sexual and reproductive health services to clients, degree qualified or equivalent experience, with limited management experience.

Experienced graduate employee with specialist skills/ knowledge, employed in a professional position, responsible and accountable for providing a professional level of service. May require membership of a professional body, and has the demonstrable skill attributes below. Interactions primarily internal.

Skill attributes:

Ability to manage staff, budgets, service delivery, with regular mentoring and support from senior management as required.

Primarily influences operational outcomes.

Effective communication & interpersonal skills.

Understanding of and commitment to Family Planning NSW's strategic direction.

Manager 2

Manager of a Family Planning NSW functional area, degree qualified or currently obtaining degree, with management experience and specialised expertise in one or more areas for example health promotion or education. May be responsible for a range of activities within the function(s), plus demonstrable skill attributes below.

Manager of a Family Planning NSW Centre providing sexual and reproductive health services to clients, degree qualified or currently obtaining degree, with management experience and specialised expertise in one or more disciplines for example health promotion or education, plus demonstrable skill attributes below.

Experienced graduate employee with extensive experience in area of specialisation, employed in a professional position responsible and accountable for providing a professional level of service or overseeing the management of aspects of the service. May require post graduate qualifications or membership of a professional body, and has demonstrable skill attributes below. Interactions across a range of stakeholders including external.

Skill attributes:

Ability to manage staff, budgets, service delivery with routine support from senior management.

Influences operational and strategic outcomes.

Demonstrable leadership, communication & interpersonal skills.

Understanding of and commitment to Family Planning NSW's strategic direction.

Manager 3

Manager of one or more Family Planning NSW functional areas more complex or more strategic services than Manager 2, post graduate qualifications or equivalent, with extensive management experience, specialised expertise in one or more disciplines and responsible for a state wide service, plus demonstrable skill attributes below.

Manager of a Family Planning NSW Centre providing sexual and reproductive health services to clients and responsible for broader, more complex or more strategic services than Manager 2, post graduate qualifications or equivalent, with extensive management experience, specialised expertise in one or more disciplines plus demonstrable skill attributes below.

Experienced post graduate employee with extensive experience in area of specialisation, employed in a more complex position than Manager 2, responsible for a strategic, specialised aspect(s) of the service. May require membership of a professional body, and has demonstrable skill attributes below. Interactions across a range of internal and external stakeholders.

Skill attributes:

Ability to manage staff, budgets, service delivery with limited support from senior management.

Influences operational and strategic outcomes.

Demonstrable leadership, communication & interpersonal skills.

Understanding of and commitment to Family Planning NSW's strategic direction.

Manager 4

Manager of one or more Family Planning NSW functional areas more complex or more strategic than Manager 3, post graduate qualifications or equivalent, with extensive management experience and specialised expertise in one or more disciplines and responsible for a state wide service, plus demonstrable skill attributes below.

Manager of a Family Planning NSW Centre providing sexual and reproductive health services to clients, post graduate qualifications or equivalent, responsible for broader, more complex or more strategic services than Manager 3, with extensive senior management experience, specialised expertise in one or more disciplines plus demonstrable skill attributes below.

Experienced post graduate employee with extensive experience in area of specialisation, employed in a more complex position than Manager 3, responsible for a strategic, specialised aspect(s) of the service. Requires membership of a professional body, and demonstrable skill attributes below. Interactions across a range of internal and external stakeholders.

Skill attributes:

Ability to manage staff, budgets, service delivery.

Ability to act up at Executive level.

Exception reporting to senior management.

Demonstrable leadership, communication & interpersonal skills.

Understanding of and commitment to Family Planning NSW's strategic direction.

8 SALARIES

The minimum rates of pay shall be as provided for in Tables 1 – 3 of Schedule A from the commencement of the first full pay period on or after the dates set out therein.

9 PAYMENT OF SALARY

Wages shall be paid fortnightly. All employees will be paid by electronic funds transfer (EFT). A pay slip stating gross wage, deductions, tax and the net amount payable shall be issued in accordance with the requirements of the NSW Industrial Relations Act. When a shortfall occurs, payment will be made to the employee by EFT.

10 HIGHER DUTIES

- (i) An employee who temporarily acts in a position which is classified at a higher level than their own position, for five (5) consecutive working days or equivalent one working week, will be paid a higher duties allowance for the entire acting period.

Payment will be equal to the difference between the minimum salary of the higher classified position and their own position.

- (ii) An employee will be entitled to be paid a full higher duties allowance unless it is specified at the time that they have been appointed to perform only part of the duties of the higher classified position, in which case a lesser amount will be paid.
- (iii) An employee undertaking higher duties is eligible for payment of the higher duties allowance for any leave taken during the period of higher duties.

11 VOLUNTARY SALARY SACRIFICE & PACKAGING OF REMUNERATION

- (i) Employees are advised to seek independent financial advice and counselling prior to undertaking any salary sacrifice or salary packaging arrangements with Family Planning NSW.
- (ii) The parties agree that employees may elect to salary package up to the maximum fringe benefits tax exemption cap applicable to Family Planning NSW at the time (\$16,050 per annum on the commencement date of this agreement). The salary packaging arrangement will be in accordance with Family Planning NSW 'Salary Packaging' policy and procedures.
- (iii) The benefits of the clause will be available for both full time and part time employees, excluding casual employees.
- (iv) Employees may elect to sacrifice their salary for laptops by way of making pre- tax payments in accordance with Family Planning NSW procedures.
- (v) Employees may elect to sacrifice their salary for superannuation by way of making pre- tax personal contributions to their nominated superannuation fund on a fortnightly basis.
- (vi) In the unlikely event that Family Planning NSW ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and the individual employee's salary will revert to those specified as the base rate in the EA. In this event if any individual salary then falls below those contained in the current SACS Award, the Parties will enter into immediate negotiations to ensure no individual is disadvantaged.
- (vii) In the event that the employer proposes to change salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then negotiations with parties who have access to salary packaging through the Enterprise Agreement will occur.

HOURS OF WORK

12 HOURS OF WORK

- (i) Subject to the requirements of Family Planning NSW, hours of work will be within the span of hours 8.00am-9.00pm Monday to Friday.
- (ii) Family Planning NSW Managers are generally expected to be available during "business hours" (i.e. 8.30am - 5.00pm) under normal circumstances, and from time to time, organisational needs may require their attention outside of these hours.

Allocated Day Off (ADO)

- (iii) A full time employee employed after 4 September 2000 will be employed for an equivalent 38 hours per week as ordinary full time hours. In order to accrue an Allocated Day Off (ADO) the employee must work over a four (4) week cycle forty (40), forty (40), forty (40) and thirty two (32) hours per week.
- (iv) Full time employees employed prior to 4 September 2000 must work 35 hours per week or 7 hours in one day, plus 22 minutes in order to accrue an ADO.
- (v) In respect of the Allocated Day Off:

- (a) neither annual nor long service leave days count towards the accrual of an ADO;
- (b) the time of taking the ADO shall be determined by mutual agreement of the employee and FPNSW, having regard to the service requirements of FPNSW;
- (c) ADOs may be accrued up to a total of five (5) days, subject to the service requirements of FPNSW.

13 OVERTIME

- (i) All time worked in excess of the ordinary hours must be authorised by a manager prior to the time the work is carried out.
- (ii) Overtime will be paid at the rate of time and one half for the first two hours in each day and double time thereafter. These provisions will apply to any time worked in excess of 38 hours in any one week or 8 hours in one day.
- (iii) For employees employed prior to 4 September 2000 any time worked in excess of 35 hours in any one week or 7 hours in one day, excluding the 22 minutes per day worked in order to accrue an allocated day off on the 20th day, will be overtime.
- (iv) All work performed by full time or part time employees on Saturday will be paid at the rate of time and one-half and Sunday paid at the rate of double time.

14 LEAVE IN LIEU OF PAYMENT

- (i) A full-time employee who works a minimum of one (1) hour approved overtime, may elect and cannot be compelled to take leave in lieu of payment for such overtime. Such election must be made in writing by the end of the pay period in which it is accrued. A part time employee who works additional rostered hours, may elect to take leave in lieu of payment for additional hours worked calculated at the ordinary rate of pay. Such election must be made in writing by the end of the pay period in which it is accrued.
- (ii) Time in lieu will accrue and be paid at the employee's ordinary hourly rate, and not at overtime rates.
- (iii) Time in lieu accrued hereunder must be taken within six (6) pay periods after the expiry of the pay period in which the entitlement was accrued, failing which such leave shall be forfeited.
- (iv) The maximum time in lieu time that can be accumulated shall be equivalent to the hours worked for one week.
- (v) The maximum time in lieu that may be added to annual leave shall be one week. Such time in lieu shall not attract annual leave loading.

15 MEAL AND REST BREAKS

An employee, during each ordinary shift (i.e. each eight hour rostered ordinary shift) shall have:

- (i) one interval of fifteen minutes (in addition to a meal break) for light refreshments. Such interval shall count as working time and shall be paid as such
- (ii) a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty. Such meal breaks shall be unpaid

16. OFFICIAL TRAVEL

All travel between work locations on official business will where possible be conducted during ordinary time. Authorised business travel undertaken outside the employee's normal working hours will be considered additional hours or overtime where applicable. Employees who undertake authorised business travel will be eligible for compensation where applicable according to Family Planning NSW's travel policy and procedures,

including reimbursement for authorised use of their own vehicle where that vehicle is comprehensively insured, and a living allowance payable on a per diem basis.

LEAVE

17 ANNUAL LEAVE

(i) Annual leave will apply in accordance with the NSW Annual Holidays Act 1944. The purpose of annual leave is to provide a period of paid leave during which employees can have a sustained break from work. Family Planning NSW encourages its employees to take their annual leave within the year it falls due.

(ii) Eligibility

All Family Planning NSW employees (except casual employees) are eligible for annual leave on the basis of hours worked, up to the maximum entitlement available for the leave in accordance with the *NSW Annual Holidays Act 1944*.

(iii) Entitlement

All full-time employees are entitled to paid annual leave at the rate of 20 working days per annum. Service excludes periods of leave without pay.

Part time employees are entitled to pro-rata accrual of the full-time rate.

(iv) Annual leave will accrue to a maximum of two years' entitlement only, after which time the employee can be required by Family Planning NSW to take the leave.

(v) Leave loading

An employee will be paid an annual leave loading calculated at 17.5% of gross wages at the time the annual leave is taken, for the period of the leave taken.

18 SICK LEAVE

(i) Eligibility

All Family Planning NSW employees (except casual employees) are eligible for sick leave.

(ii) Entitlement

A fulltime employee is entitled to ten (10) days in the first and subsequent years of employment on account of personal ill health, or injury. An employee shall be entitled to accrue indefinite sick leave. A medical certificate from a registered medical practitioner or statutory declaration made by the employee is required for all periods of sick leave. Family Planning NSW may dispense with this requirement where the absence is less than three (3) consecutive days. If Family Planning NSW intends to request a medical certificate or statutory declaration for periods of sick leave of less than three (3) consecutive days, then Family Planning NSW will advise the employee in advance and will review this requirement within three (3) months.

If an employee produces a medical certificate stating that he or she has been sick during annual leave, Family Planning NSW will debit the employee's sick leave balance for the equivalent period and re credit the annual leave entitlement.

19 PUBLIC HOLIDAYS

(i) An employee normally rostered to work will be entitled to holidays on the following days without deduction of pay:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day

or any such holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday.

- (ii) Family Planning NSW does not require employees to work on any Public Holiday.
- (iii) An employee normally rostered to work will be entitled to an additional day's holiday, to be taken in each twelve months of employment on New Year's Eve, or if such falls on a weekend, the last working day immediately prior to that day. This additional day's holiday will be the Annual Picnic Day.
- (iv) When a public holiday is observed on an employee's working day, during a period of annual leave, or sick leave, the employee will be granted an additional day's leave, without loss of pay.

20 LEARNING AND DEVELOPMENT

(i) Learning and Development Leave

- (a) Family Planning NSW actively encourages the participation of all employees in continuing education, learning and development activities to increase their knowledge and skills relevant to their role in the organisation. The commitment of Family Planning NSW to the continuing education, learning and development of all employees aims to:

- provide employees with the necessary skills to meet current and future job demands
- improve the quality of Family Planning NSW services
- maintain and improve professional standards and skills
- build the capacity of Family Planning NSW employees to fulfil the strategic goals of the organisation.

(b) Eligibility

An employee (other than a casual) is eligible for Learning and Development leave. Full time employees are allocated five (5) working days per annum accruable up to two years for approved employee development activities (equivalent pro rata for part time employees).

(c) Application

Applications for learning and development leave are assessed by management in consultation with the employee, according to Family Planning NSW policy and procedures, on the basis of employee development plans and training record, organisational priorities, internal relativities and equity principles, abstract submissions and budget considerations.

(ii) Study Leave

- (a) Study leave is designed to assist employees to undertake relevant study, which is both advantageous to the employee and to Family Planning NSW.
- (b) Study leave provides an opportunity that is equally accessible to all eligible employees to improve their educational qualifications.

(c) Eligibility

- (1) All full time and part time employees (except casual and fixed term) are eligible for study leave.
- (2) The course must be relevant to a employee's work and be undertaken in an accredited educational institution.
- (3) Employees can apply for up to 4 hours per week paid study leave for a full time employee and pro rata for a part time employee.
- (4) The maximum leave which can be taken in any 12 month period shall be calculated on the basis of four hours multiplied by the number of weeks per semester or term in the academic year for the course in which the employee is enrolled.

(d) Application

The requirements of the employee's position with Family Planning NSW including the necessity to be at work on specific days or times and availability of relief employees shall be taken into account in consideration of the application.

21 LEAVE WITHOUT PAY

(i) Eligibility

- (a) All Family Planning NSW employees (except casual employees) are eligible to apply for leave without pay where they have completed 12 months service. Leave without pay may be granted at the discretion of Family Planning NSW.
- (b) Leave without pay may not be available if an employee has accumulated annual leave or long service leave.
- (c) Leave without pay will not break the continuity of service, but will not count as service for the purposes of accrual of entitlements or incremental increases.

(ii) Application

Leave without pay must be approved by the Chief Executive Officer, in consultation with the relevant manager.

22 PERSONAL CARERS LEAVE

(i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (i)(c) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 18, Sick leave, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes Family Planning NSW and the employee shall discuss appropriate arrangements which, as far as practicable, take account of Family Planning NSW's and the employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 30, Issues resolution, should be followed.

- (b) The employee shall, if required:
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to Family Planning NSW or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
 - (3) In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being:
- (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give Family Planning NSW notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify Family Planning NSW by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purposes

An employee may elect, with the consent of Family Planning NSW, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (i)(c) above who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect, with the consent of Family Planning NSW to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties for the purpose of providing care and support to a class of person set out in subclause (i)(c) above who is ill or who requires care due to an unexpected emergency.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and Family Planning NSW may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

- (d) An employee may elect with Family Planning NSW's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause, and despite the provisions of clause 16, Overtime, and clause 17, Time Off in Lieu of Payment for Overtime, the following provisions shall apply.
- (b) An employee may elect, with the consent of Family Planning NSW, to take time off in lieu of payment for overtime at a time or times agreed with Family Planning NSW within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period.

(iv) Make-up Time

An employee may elect, with the consent of Family Planning NSW, to work "make-up time", under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.

(vi) Allocated Days Off

(Subject to clause 12 Hours of Work)

- (a) A full-time employee may elect, with the consent of Family Planning NSW, to take an Allocated Day Off at any time as one day or in part-day amounts.
- (b) An employee may elect, with the consent of Family Planning NSW, to accrue some or all ADOs for the purpose of creating a bank to be drawn upon at a time mutually agreed between Family Planning NSW and employee.

(vii) Personal Carer's leave for casual employees

- (a) Subject to the evidentiary and notice requirements in (i)(b), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i)(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) Family Planning NSW and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Family Planning NSW must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Family Planning NSW to engage or not to engage a casual employee are otherwise not affected.

23 COMPASSIONATE LEAVE

(i) Eligibility

All employees (except casual employees) are eligible for paid compassionate leave.

(ii) **Entitlement**

A full time staff member may be granted compassionate leave on full pay to a maximum of six days in any two years of service (equivalent pro rata for part time staff) for compassionate reasons, which shall include, but not be limited to:

- death in the staff member's family or household
- moving house
- prevention from reporting for duty due to fire, flood etc.

(iii) **Bereavement leave for casual employees**

- (a) Casual employees must notify Family Planning NSW as soon as practicable of the intention to take bereavement leave. At Family Planning NSW's request, the employee will provide satisfactory proof of death. Subject to these requirements, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (i)(c) of clause 22, Personal Carers leave.
- (b) Family Planning NSW and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Family Planning NSW must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Family Planning NSW to engage or not engage a casual employee are otherwise not affected.

24 LONG SERVICE LEAVE

(i) **Eligibility**

All employees are eligible for long service leave on the basis of length of service in accordance with the NSW *Long Service Leave Act 1955*.

(ii) **Entitlement**

- (a) Full-time employees are entitled to two (2) calendar months on the completion of ten years' service. Part time employees are entitled to pro-rata accrual of the full time rate.
- (b) Periods of leave without pay (except sick leave without pay, which, when aggregated, does not exceed six months) are not counted as service for the purpose of long service leave.
- (c) Existing employees employed as at the commencement date of this Agreement will, after the initial ten years' service, accrue long service leave at the rate of two (2) weeks for each completed year of service and pro-rata for less than a completed year of service.
- (d) For employees who commence employment after the commencement of this Agreement, long service leave will accrue and be payable according to the NSW *Long Service Leave Act 1955*, which is two (2) months paid leave after ten (10) year' service and one (1) month paid leave for each additional five (5) years' service.
- (e) Where an employee has completed at least five (5) years service, and their services are terminated by Family Planning NSW for any reason other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, the employee will be paid a proportionate amount on the basis of two (2) calendar months for ten years' service.

- (i) Parental leave enables parents employed by Family Planning NSW to care for their child (biological or adopted) during the first year of the child's life, or the first year of the placement of the child. Parental leave incorporates maternity, adoption and partner's leave.

(ii) Eligibility

- (a) All employees are eligible for parental leave if they have completed 40 weeks' continuous service.
- (b) A fixed-term or temporary employee will only be granted paid and/or unpaid parental leave if the period of leave falls within the time span of their contract of employment. If this employee is subsequently offered another contract, he or she may extend the date for return from leave.
- (c) Casual employees are entitled to unpaid parental leave in accordance with the *Industrial Relations Act 1996* (NSW).
- (d) To be eligible for partner's leave (except for one week at the time of birth or taking custody of the child) the employee must assume the primary role of caring for the child. For the purposes of this clause, "partner" includes same sex partners.
- (e) Unless there is a break in service, the 40 weeks continuous service requirement need only be met once to qualify for subsequent grants of parental leave.

(iii) Paid entitlement (maternity and adoption leave)

- (a) A female employee is entitled to fourteen (14) weeks paid leave on full pay.
- (b) At an employee's election this may be paid on a normal fortnightly basis or at the rate of half pay over twenty eight (28) weeks.
- (c) An employee who is adopting a child and is to be the primary care giver of the child is entitled to fourteen (14) weeks paid leave on full pay.
- (d) At an employee's election this may be paid on a normal fortnightly basis or at the rate of half pay over twenty eight (28) weeks.

(iv) Unpaid entitlement (maternity and adoption leave)

A female employee is entitled to a grant of up to fifty-two (52) weeks unpaid maternity or adoption leave from the date of birth or on taking custody of the child. Any such maternity leave must not extend beyond the child's first birthday or 52 weeks from the placement of the child.

(v) Partner's leave

On the birth of a child of their partner or on taking custody of a child, an employee is entitled to up to five (5) days paid leave beginning on the child's date of birth or, on assuming custody of the child, a maximum of fifty-two (52) weeks unpaid leave from the date of birth or placement of the child.

(vi) Right of return to classification

An employee has a right to return to a position of an equivalent salary and/or classification for which the employee is capable or qualified.

(vii) Application

An employee must submit their application for parental leave to the Chief Executive Officer at least ten

(10) weeks before the expected date of birth or adoption. The application requires:

- a medical certificate with the expected date of birth or documentation confirming adoption placement
- the expected date leave will commence and the
- expected date of the employee's return to work.

(viii) Casual employees

A regular casual employee is entitled to unpaid parental leave in accordance with the *Industrial Relations Act 1996 (NSW)*.

(ix) Right to Request

(a) An employee entitled to parental leave may request Family Planning NSW to allow the employee:

- (1) to extend the period of simultaneous paid parental leave up to a maximum of eight (8) weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve (12) months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.

(b) Family Planning NSW shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Family Planning NSW's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) The employee's request and Family Planning NSW's decision made under (a) and (b) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 25 (ix) (a) (3), such request must be made as soon as possible but no less than four weeks prior to the date upon which the employee is due to return to work from parental leave.

(x) **Communication during parental leave**

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Family Planning NSW shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform Family Planning NSW about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify Family Planning NSW of changes of address or other contact details which might affect Family Planning NSW's capacity to comply with subclause (a).

26 COMMUNITY LEAVE

Community leave may be granted to employees to enable them to perform a service to the community.

(i) Eligibility

All Family Planning NSW employees (except casual employees) may be eligible for community leave.

(ii) Entitlement

This applies only to activities which are not regarded as duty and which are not covered by other forms of leave. The length of the period of leave granted will vary depending upon circumstances. However, the leave is to be limited to the minimum time necessary in each circumstance.

(iii) Paid Leave

(a) Jury Service

Leave is available for the duration of the service and/or period as a witness. Any payments received for jury service must be paid to Family Planning NSW.

(b) Military Leave

Two weeks leave followed by further leave as required dependent upon written documentation from the military.

A certificate of attendance at the training camp or school must be submitted on return to normal duties.

(c) Blood Donation

Leave is available for employees for the purpose of donating blood.

(d) Volunteer Emergency Services

Leave is available for the period in which services are required. The employee concerned must be a member of the voluntary emergency service and provide a certificate of attendance.

(iv) Observance of Religious/Cultural Days

Family Planning NSW has a commitment to valuing the culturally diverse nature of our workforce, particularly in regard to accommodating cultural and religious beliefs. Employees who wish to participate in cultural or religious ceremonies may either apply for paid annual leave or leave without pay.

TERMINATION OF EMPLOYMENT, REDUNDANCY AND ISSUE RESOLUTION

27 TERMINATION OF EMPLOYMENT

Except in cases of gross misconduct justifying summary dismissal, an employee shall be terminated by no less than two weeks' notice on either side or by the payment or forfeiture of two weeks' pay in lieu of notice.

28 SIGNIFICANT ORGANISATIONAL CHANGE

Family Planning NSW will consult with affected employees and the Australian Services Union on matters of significant organisational change. Family Planning NSW will provide all relevant information about the changes, including the nature of the changes proposed and any expected effects of the changes on employees.

Family Planning NSW will give prompt consideration to matters raised by employees and/or the union in relation to the changes prior to a definite decision being made.
(Significant Organisational Change cont.)

Family Planning NSW will not be required to disclose any confidential information, which could adversely affect the organisation.

29 REDUNDANCY

(i) Where Family Planning NSW for any reason, including the cessation or reduction of grant funding, has made a definite decision that a position currently held by an employee will no longer exist, Family Planning NSW will hold discussions with the employee(s) directly affected, and the union.

(ii) Severance pay

In addition to the period of notice prescribed for ordinary termination an employee whose employment is terminated for reasons set out in the Redundancy Clause shall be entitled to the following amount of severance pay in respect of a continuous period of service:

NSW Employment Protection Regulation 1995 Scale of Severance Payments		
Length of continuous	Rate of Calculation of severance payment	
Length of continuous service by employee	If employee under 45 years of age	If employee 45 or more years of age
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years and more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

"Weeks pay" means the employees current ordinary time hourly rate of pay multiplied by the average of weekly hours (excluding overtime) worked over the past fifty-two (52) weeks.

(iii) Alternative Employment

Family Planning NSW may make application to the Commission to have a general severance pay prescription varied if the employer obtains alternative employment for an employee.

(iv) Incapacity to pay

Family Planning NSW may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's capacity to pay.

30 ISSUES RESOLUTION

(i) All parties must:

- (a) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between Family Planning NSW and the individual; and

- (b) abide by procedures set out in this Clause to resolve any issue, which might arise; and place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (ii) In this Clause, “issue” means any question, issue, grievance, dispute or difficulty which might arise between the parties about the interpretation, application or operation of this Agreement.
- (iii) The following procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute:
 - (a) A grievance must initially be dealt with as close to its source(s) as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) If unresolved, the employee is required to notify (in writing or otherwise) Family Planning NSW as to the substance of the grievance, request a meeting with Family Planning NSW for bilateral discussions and state the remedy sought.
 - (c) Reasonable time limits must be allowed for discussion at each stage of the process.
 - (d) Throughout all stages of these procedures, adequate records must be kept of all discussions.
 - (e) At the conclusion of the discussion, Family Planning NSW must provide a response to the employees grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (f) Whilst the procedure is being followed, normal work must continue.
 - (g) The employee may be represented by a nominated representative who may be an Union Representative for the purpose of each step.
 - (h) If the matter remains unresolved either party may then refer the matter in accordance with the provisions of the Industrial Relations Act 1996 (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.

31 UNION BUSINESS

(i) Noticeboard

Family Planning NSW shall provide an accessible space for union notices and post a copy of this Agreement for access by employees.

(ii) Union Fees

Members shall be entitled to have their union fees deducted from their fortnightly wages if they so desire.

The amount deducted shall be the appropriate annual union fee divided by 26.

(iii) Union delegates

Employees accredited as union delegates of the ASU shall be allowed to discuss any industrial matters with management or members within working hours without loss of pay. Family Planning NSW will provide for union delegates, access to telephone, photocopy, fax and email for the purposes of communicating with members and union employees.

(iv) Trade Union Training Leave

Employees accredited as union delegates of the ASU shall be entitled to a maximum of 3 days per year to attend delegate training and industry union delegate meetings.

32 ANTI-DISCRIMINATION

- (i) It is the intention of the parties to this Agreement to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement is not directly or indirectly discriminatory in its effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides: "Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

33 CERTIFICATE OF EMPLOYMENT

Upon termination of employment for any reason whatsoever, Family Planning NSW shall furnish the employee with a certificate of service in the following form:

- (a) Employees' name
- (b) Period of employment, from to
- (c) Title of position
- (d) Salary scale
- (e) Nature of work

Signed:

Family Planning NSW stamp:

Date:

34 NO EXTRA CLAIMS

It is a term of this Agreement, that the Industrial Association undertakes that it will not pursue any extra Claim, Agreement, Award or over-Award payment.

- (i) The parties have agreed to register this Agreement in the NSW Industrial Relations Commission based on legal advice sought by Family Planning NSW which concluded that Family Planning NSW is not a trading corporation for the purposes of the *Workplace Relations Act 1996*.
- (ii) In the event that the jurisdiction is brought into question by, for example, a decision of a Superior Court, or an increase in trading activities, the parties agree to meet and confer about the issues.

SIGNED FOR AND ON BEHALF OF FAMILY PLANNING NSW BY:

.....
Chief Executive Officer

.....
Date

.....
Witness

.....
Date

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN SERVICES UNION OF NSW BY:

.....
Branch Executive President

.....
Date

.....
Witness

.....
Date

SCHEDULE A

TABLE 1

Administration Salary Scale

Level	Revised Salary*	Revised Salary 3.27%	Revised Salary 3.27%
	1st full pay period on/ after 15 June 07	1st full pay period on/ after 15 June 08	1st full pay period on/ after 15 June 09
L1 YR 1	28,900.90	29,845.96	30,821.92
L1 YR 2	29,647.14	30,616.60	31,617.76
L1 YR 3	30,393.38	31,387.24	32,413.61
L2 YR 1	31,912.00	32,955.52	34,033.17
L2 YR 2	33,179.00	34,263.95	35,384.38
L2 YR 3	34,066.28	35,180.25	36,330.64
L3 YR 1	34,906.86	36,048.31	37,227.09
L3 YR 2	36,005.00	37,182.36	38,398.23
L3 YR 3	37,166.00	38,381.33	39,636.40
L4 YR 1	38,360.00	39,614.37	40,909.76
L4 YR 2	39,533.00	40,825.73	42,160.73
L4 YR 3	41,622.00	42,983.04	44,388.58
L5 YR 1	43,136.70	44,547.27	46,003.97
L5 YR 2	44,941.88	46,411.48	47,929.13
L5 YR 3	46,134.38	47,642.97	49,200.90
L6 YR 1	46,134.38	47,642.97	49,200.90
L6 YR 2	47,105.00	48,645.33	50,236.04
L6 YR 3	48,767.42	50,362.11	52,008.96

* Includes greater of 6% or agreed increase to match HEAS Salary Package Value

TABLE 2

Health Promotion (Graduate) Salary Scale

Level	Revised Salary	Revised Salary 3.27%	Revised Salary 3.27%
	1st full pay period on/ after 15 June 07	1st full pay period on/ after 15 June 08	1st full pay period on/ after 15 June 09
HEO GY1	40,087.00	41,397.84	42,751.55
HEO GY2	42,154.00	43,532.44	44,955.95
HEO GY3	45,067.00	46,540.69	48,062.57
HEO GY4	47,873.00	49,438.45	51,055.08
HEO GY5	50,979.00	52,646.01	54,367.54
HEO GY6	53,867.00	55,628.45	57,447.50
HEO GY7	56,321.00	58,162.70	60,064.62
HEO GY8	58,765.00	60,686.62	62,671.07
HEO GY9	61,526.00	63,537.90	65,615.59
HEO GY9+	64,863.00	66,984.02	69,174.40
HEO SHEO GY1	68,139.00	70,367.15	72,668.15
HEO SHEO GY2	71,015.00	73,337.19	75,735.32
HEO SHEO GY3	73,849.00	76,263.86	78,757.69

TABLE 3**Professional & Managerial Salary Scale**

Level	Revised Salary	Revised Salary 3.27%	Revised Salary 3.27%
	1st full pay period on/ after 15 June 07	1st full pay period on/ after 15 June 08	1st full pay period on/ after 15 June 09
MGR 1-LOW	52,533.00	54,250.83	56,024.83
MGR 1-HIGH	57,303.00	59,176.81	61,111.89
MGR 2-LOW	59,467.00	61,411.57	63,419.73
MGR 2-HIGH	61,629.00	63,644.27	65,725.44
MGR 3-LOW	63,791.00	65,876.97	68,031.14
MGR 3-HIGH	65,953.00	68,109.66	70,336.85
MGR 4-LOW	68,115.00	70,342.36	72,642.56
MGR 4-HIGH	70,279.00	72,577.12	74,950.40