

ENTERPRISE AGREEMENT

NO: E.A. 250 /1994

DATE REGISTERED: 22-7-94

PRICE: \$ 14-00

Harvey Kenneth Wright  
Steven Alan Baker  
Jeanette Elizabeth McLaren  
Alison Mary Muggridge  
G.W. Sprigge Nominees Pty. Limited  
G.U.I.D. Pty. Limited  
Helen Marie Adamski

trading as **CMA SERVICES**  
("the Employer")

***CMA SERVICES PARTNERSHIP  
ENTERPRISE AGREEMENT 1993***

GARDEN & MONTGOMERIE  
Solicitors,  
14 Kendal Street,  
COWRA, N.S.W. 2794

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1. PARTIES TO THE AGREEMENT

This Enterprise Agreement is made in accordance with the Industrial Relations Act, 1991. It is entered on 27th September, 1993 between the Employer Harvey Kenneth Wright, Steven Alan Baker, Jeanette Elizabeth McLaren, Alison Mary Muggridge, G.W. Sprigge Nominees Pty. Limited, G.U.I.D. Pty. Limited and Helen Marie Adamski trading as CMA Services of Medical Centre, 165 Kendal Street, Cowra in the State of New South Wales ("the Employer") of the One Part and all of its employees employed to carry out administrative or clerical duties at Medical Centre, 165 Kendal Street, Cowra in the said State of the Other Part.

2. TITLE

This Agreement shall be known as CMA Services Partnership Enterprise Agreement 1993.

3. AREA, INCIDENCE AND PARTIES BOUND

- 3.1 This Agreement shall be binding upon the Employer and their employees, all of whom are engaged in administrative or clerical duties in or in connection with the provision of services to medical practitioners.
- 3.2 This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's registration under the provisions of the Industrial Relations Act, 1991 and shall remain in force for a period of three (3) years.

4. RELATIONSHIP TO PARENT AWARD

The terms and conditions of this Agreement shall be read and interpreted in conjunction with all of the clauses of the Clerks (State) Award of New South Wales ("the Award") with the exception of clauses 6(i) (Hours Weekly Employees), 8 (Meal Break) and 34 (Superannuation) of the Award which clauses shall not apply to the terms and conditions of employment under this Agreement. The Award includes all variations up to the date of this Agreement's registration. To the extent permitted by law any subsequent amendments made to the Award after the date of this Agreement's registration will not be included in the terms and conditions of this Agreement to the extent to which they conflict with the provisions of this Agreement unless such inclusion is by mutual written consent of the parties.

5. AIM OF THE AGREEMENT

It is the objective of the parties to this Agreement to implement work place practices so as to provide for more flexible working arrangements which improve the efficiency and productivity of the Employer's business. The parties agree that the objectives of this Agreement are to facilitate:

- (a) Flexible working hours; and
- (b) Superannuation flexibility.

6. NEW EMPLOYEES

The parties agree that to the extent permitted by law any employee who is engaged by the Employer during the term of this Agreement shall be engaged under the terms of this Agreement.

7. AGREEMENT TO BE DISPLAYED

A copy of this Agreement shall be displayed in a place readily visible and accessible to all parties covered by the Agreement.

8. HOURS - WEEKLY EMPLOYEES

(a) The ordinary hours of work exclusive of meal hours shall not exceed thirty eight (38) hours per week and except as provided in clause 7 Shift Work of the Award shall be worked between the hours of 8.00 a.m. and 8.00 p.m. Monday to Friday inclusive and between the hours of 9.00 a.m. and 1.00 p.m. on a Saturday.

(b) A five and a half day week is adopted.

(c) The ordinary hours of work shall not exceed 7.6 hours per day Monday to Friday inclusive and 3.8 hours on Saturday.

(d) The Employer shall introduce a roster indicating the hours during which each employee shall work during the week. The roster shall not in the absence of an employee's prior agreement provide for that employee to work after 6.00 p.m.

9. MEAL BREAK

Employee's whose ordinary working hours fall between 8.00 a.m. and 8.00 p.m. Monday to Friday shall be allowed a meal break of not less than thirty (30) minutes nor more than one (1) hour as provided in the roster. No employee shall be required to work more than five (5) hours without a meal break and the roster shall be so drafted.

10. SUPERANNUATION

(a) Definitions

(i) "Eligible employee" shall mean a weekly employee, part-time employee, or a casual employee (working 50 hours or more per month) employed under the Clerks (State) Award. Provided that, in the case of a full-time employee the employee has been so employed for a period of four (4) calendar weeks, and in the case of a part-time or casual employee, the employee has been so employed for a period of 152 hours of work.

"Approved Fund" shall mean:- a fund that complies with the Occupational Superannuation guidelines and which is limited to the following:

- (1) CARE (Clerical Administrative and Retail Employees Superannuation Plan); or
- (2) ASSET (Australian Superannuation Savings Employment Trust); or
- (3) Any superannuation fund which improves or provides superannuation to employees covered by this clause provided that the Employer commenced contributions to such fund prior to 14th February, 1992.
- (4) Such other funds as are approved by the Award.
- (5) Any other approved occupational superannuation fund to which an employer or employee who is a member of the religious fellowship known as the Brethren elects to contribute.
- (6) Any other approved occupational superannuation fund to which an employee elects the Employer to contribute on the employee's behalf with the right of an employee at any time by notice to the Employer to elect that future contributions be paid to a different nominated approved occupational superannuation fund nominated by the employee.

(ii) "Ordinary-time earnings" shall mean the employee's award classification rate (including supplementary payments where relevant) overaward payments and shiftwork loadings where applicable. Provided that it shall not include overtime, meal money, occasional bonus payments, or any other ancillary payments of a like nature prescribed by the Award.

(b) Existing Arrangements

It is not the intent of this Agreement to reduce the terms of any existing agreement between the Employer and the Trustee of an Approved Fund as defined in the Award.

(c) Fund Membership

The Employer shall apply to the Trustee/s of the Approved Fund selected by an employee (or if no election is made then an Approved Fund selected by the Employer for that employee) to become a participating employer in that fund.

(d) Contributions

- (1) Where the Employer is obliged to contribute, the Employer shall make a once only contribution in respect of the qualifying period recognised in subclause (a), Definitions, of this clause, under the definition of "Eligible Employee".
- (2) The Employer shall pay to the Trustees of the nominated fund in respect of each eligible employee an amount equal to 3 per cent of the employee's ordinary time earnings each week. Provided that the Employer shall not be required to contribute in excess of \$21.20. Provided further that an employee may require superannuation contributions payable on the employee's behalf to be paid to any Approved Fund which complies with the occupational superannuation guidelines.
- (3) Where an employee is absent on leave without pay, whether or not such leave is approved, no contribution from the Employer shall be due in respect of that employee, in respect of the period of unpaid absence. Provided that such unpaid leave is of at least one day's duration.

(e) Refusal of Employee to participate in a fund

The Employer shall not be liable to contribute on behalf of any employee who refuses to sign any application form as required by the Trust Deed of the Approved Fund. Such refusal shall be in writing, notwithstanding that the employee can at any time apply to have contributions commencing upon becoming a member of the fund.

DECLARATION AND SIGNATORIES

11. DECLARATION

This Enterprise Agreement has been negotiated through consultation with and between the Employer and employees. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

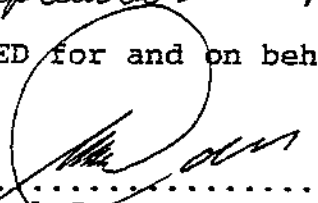
The parties declare that this Agreement:

- (a) is not contrary to public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was at no stage entered into under duress; and
- (d) reflects the interests and desires of the parties.

12. SIGNATORIES

This Agreement is made at Cowra on this *twenty-seventh* day of *September*, 1993.

SIGNED for and on behalf of CMA SERVICES PARTNERSHIP

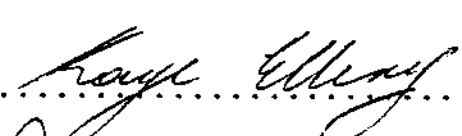
  
.....  
Michael Cass  
Administrator

SIGNED by the following employees:

Kylie Lynette TARRANT  
13 Waugoola Street,  
COWRA, N.S.W. 2794

  
.....

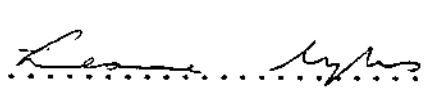
Kaye Margaret ELLERY  
34 Kibbler Street,  
COWRA, N.S.W. 2794

  
.....

Robyn Clare McMAHON  
59 Liverpool Street,  
COWRA, N.S.W. 2794

  
.....

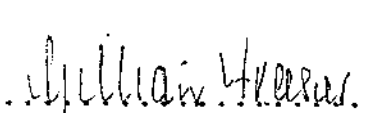
Leanne Rachel MYLES  
49 Comerford Street,  
COWRA, N.S.W. 2794

  
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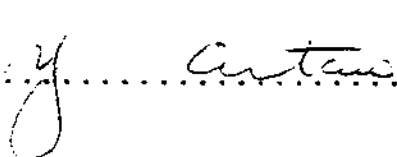
Rhonda Elaine MYLES  
49 Comerford Street,  
COWRA, N.S.W. 2794

  
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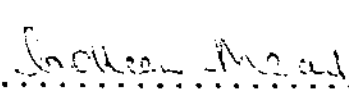
Gillian FRASER  
"Westwood",  
KOORAWATHA, N.S.W. 2807

  
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Yvonne ANTAW  
15 Karinya Street,  
COWRA, N.S.W. 2794

  
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Colleen Lea MEAD  
8 Berallah Place,  
COWRA, N.S.W. 2794

  
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Maryann LAZAROU  
25 Walker Street,  
COWRA, N.S.W. 2794

  
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