

ENTERPRISE AGREEMENT

NO: E.A. 370 /1995

DATE REGISTERED: 2-11-95

PRICE: \$ 16-00

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OMNICARE MEDICAL CENTRE ENTERPRISE AGREEMENT - 1995

BETWEEN

OMNICARE MEDICAL CENTRE

AND

STAFF

1. ARRANGEMENT

1. Arrangement
2. Incidence of parties bound
3. Term of agreement
4. Relationship to parent award
5. Purpose of agreement
6. Terms of employment
7. Hours of work
8. Meal breaks
9. Public holidays
10. Payment of wages
11. Overtime
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13. Annual leave
14. Bereavement leave
15. Long service leave
16. Parental leave
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2. INCIDENCE AND PARTIES BOUND

2.1 The Parties:

This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, and entered into on the 30th day of June, 1995 between Omnicare Health Centre Pty Ltd also known as Omnicare Medical Centre and Staff classified pursuant to sub-clause 2.3 herein of this Agreement which has been reached with the consent of the parties and without duress.

2.2 The Enterprise:

The enterprise for which the Agreement is reached is the medical centre known as Omnicare Medical Centre, operating from their premises located at 2 Brady Street, Mosman, NSW 2088.

2.3 The Occupations:

This Enterprise Agreement relates to the following award classifications as set out in the awards nominated in Clause 4 of this Agreement. These classifications can be either:-

Clerks (State) Awards - Grades 3,2 and 1
Nurses &c. Other than in Hospitals &c. (State) Award - Registered Nurse and Supervisory Nurse

3. TERM OF AGREEMENT

This Agreement shall take effect from the date of registration and operate from the first full pay period to commence on or after the date of registration and shall remain in force for a period of 12 months.

4. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Agreement that the Agreement shall be read and interpreted wholly in conjunction with the:

Clerks (State) Award;
Clerks Wages (State) Award;
Clerks Redundancy (State) Award;
Nurses, &c., Other than in Hospitals, &c. (State) Award;
Nurses, &c., Other than in Hospitals, &c. Wages (State) Award;
Nurses, &c., Other than in Hospitals, &c. Redundancy (State) Award;
Nurses, &c., Other than in Hospitals, &c. Superannuation (State) Award;
and provided that where there is an inconsistency, this Agreement shall take precedence.

5. PURPOSE OF AGREEMENT

We have unique conditions that the Nurses other Hospitals State Awards and the Clerks Awards do not cover. Our intention with this agreement is to design the conditions of employment to better suit our work environment and to clarify the terms of employment so that employees and the employers know where they stand.

[Handwritten initials: BR, HA]

6. TERMS OF EMPLOYMENT

6.1 Probationary Employment

A person engaged specifically for the purpose of future part time or full time employment will initially be engaged as a casual on a probationary basis and paid as a casual for a period not exceeding 6 months. This in no way restricts the rights of either party from terminating the employment contract during this period.

6.2 Casual Employment

An employee engaged as a casual employee shall, in addition to the appropriate classification rate of pay in an award nominated in Clause 4 of this Agreement, be paid the appropriate casual loading plus an annual leave entitlement of 1/12th.

6.3 Part Time Employment

A part time employee shall, whenever possible, be engaged for a specific number of hours each week (or defined period beyond one week) and receive all employment conditions and wages applicable for a full time employee but on a pro rata basis.

6.4 Full Time Employment

A full time employee shall be engaged and paid as such.

7. HOURS OF WORK

The ordinary hours of employment will be 40 hours per week Monday to Sunday, averaged over a 52 week period.

No employee will be rostered to work for a period greater than 11 hours each day.

The parties to the Agreement acknowledge that where specific weekend penalty or shift loading are provided for in the awards nominated in clause 4 of this Agreement, such penalties or loadings will be disregarded.

Work on weekends ~~shall~~ and public holidays shall be by mutual agreement only.

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8. MEAL BREAKS

Each employee may take morning and afternoon tea at a time suitable to the needs of the business.

An unpaid meal break (lunch) of not less than 30 minutes will be taken at a time to suit the circumstances of the employee's work in hand.

An employee required to work in excess of an 11 hour day will be entitled to a further meal break (paid) of 20 minutes and to claim a meal allowance of \$6.00 to cover the cost of such meal, to be taken at a time to suit the needs of the business.

9. PUBLIC HOLIDAYS

An employee required to work on a public holiday shall be given equal alternative hours off duty at a time mutually agreed between the parties. There will be no penalty payment for work performed on a public holiday.

10. PAYMENT OF WAGES

All wages will be paid weekly through Electronic Funds Transfer (EFT) with wages deposited in the appropriate employees account by Wednesday of each week. Bank charges remain the responsibility of the employee.

Current employees of the Centre, at the date of registration of this Agreement, may elect to continue to be paid their wages in cash for a period of 12 months.

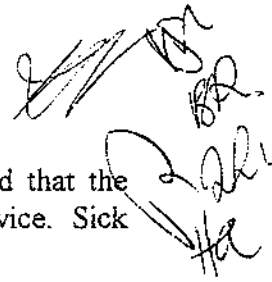
11. OVERTIME

Subject to the provisions of clause 7 of this Agreement, an employee required to work in excess of their rostered number of daily hours will be entitled to elect to either:

- be paid at overtime rates and for the purposes of this Agreement, all overtime will be paid for at the rate of time and one-half (T1½); or
- elect to take equal time off at a time mutually agreed between the employee and the employer.

12. SICK LEAVE AND FAMILY LEAVE

The provisions set out in the awards nominated in clause 4 of the Agreement will generally apply except for the paid sick leave entitlement that shall be the equivalent of 40 hours in the first year of service and 80 hours in the subsequent year of service for full time employees with pro rata entitlements for part time employees.



Family leave can be taken as sick leave, annual leave or unpaid time off provided that the employee is entitled to a minimum of 5 days paid sick leave for each year of the service. Sick leave is cumulative to a maximum of 360 hours.

13. ANNUAL LEAVE

Annual leave entitlements will accrue in accordance with and be subject to the provisions of the NSW Annual Holidays Act and will adopt the following guidelines:

The employer will arrange a Close Down of 2 weeks over the Christmas/New Year period which includes 7 days and 3 Public Holidays.

Annual leave options may be claimed as follows:

- 7 days paid annual leave during the Christmas holiday period and the balance of 13 days paid annual leave to be taken during the following 12 months, provided that the employer has been given at least one month's notice of intent in writing; or
- 7 days unpaid leave during the Christmas holiday period and the annual leave entitlement of 20 days to be claimed during the following 12 months, provided that the employer has been given at least one month's notice of intent in writing; or
- An annual leave accrual of 30 days or more will not be approved for the Christmas holiday period unless the employer has been given at least nine month's notice of that intent by the employee in writing.
- If the employee wants to take more than two weeks holiday at any one time, including the Christmas period, that 3 months notice must be given to the employer.

Subject to the provisions of the Annual Holidays Act, the employer retains the right to not approve leave if the needs of the business warrant such rejection.

The annual leave loading entitlement as provided for in the awards nominated in clause 4 of this Agreement will be paid.

14. BEREAVEMENT LEAVE

The provisions set out in the awards nominated in clause 4 of the Agreement will generally apply except that the bereavement leave entitlement will be up to 3 days and will be available to either a full time or part time employee (on a pro rata basis) and will also be available if the death should occur outside Australia.

15. LONG SERVICE LEAVE

Long Service Leave entitlements will be paid in accordance with the provisions of the NSW Long Service Leave Act, except that employees party to this Agreement will be entitled to claim and take up to 4 weeks long service leave after the completion of 5 continuous years of service, and provided that at least 2 months notice of the intent to take the leave is given to the employer.

16. PARENTAL LEAVE

Parental leave will be available to employees in accordance with Chapter 2 - Part 2 - Division 3 of the NSW Industrial Relations Act.

17. UNIFORMS

The employer will provide one free uniform annually to each employee where applicable. It is the responsibility of the employee to maintain the uniform in a clean and pressed condition.

All uniforms will be considered to be on loan.

18. STAFF COUNSELLING PROCEDURE

With the object of retaining good employer/employees relations, no employee will be dismissed (except for misconduct and the breaking of individual work agreements, which would justify instant dismissal) unless the following procedures have been followed:

18.1 First Counselling (verbal):

If management considers a member of staff to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and that this is considered as a First Counselling Session, giving the employee the right to respond.

18.2 Second Counselling (verbal):

If the management is of the opinion that the employee continues to be unsatisfactory, the employer shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service may lead to dismissal.

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18.3 Third and Final Counselling (written):

If, after the two (2) verbal counsellings, the employer still considers the employee to continue to remain unsatisfactory and in the presence of witnesses of the employee's and employer's choosing, the employee will again be counselled and a revised list of issues discussed.


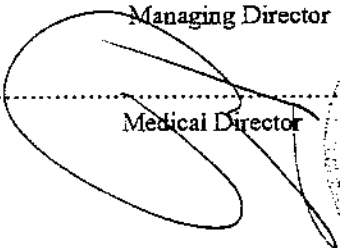
If the employee has made the necessary changes the employer can agree to another meeting to reassess the situation in two weeks. If the employee has not made the necessary changes, the employer will state that he/she will consider the situation, that he/she is considering dismissal and that the employee will be contacted within 24 hours.

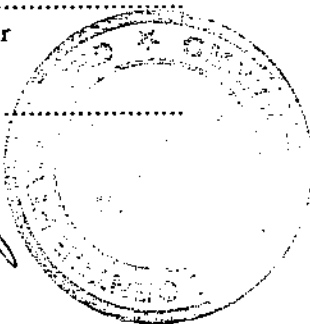
19. EMPLOYEE GRIEVANCE AND DISPUTES PROCEDURE

To be in accordance with Chapter 3 of the NSW Industrial Relations Act.

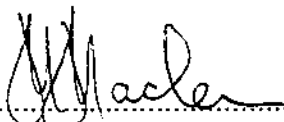

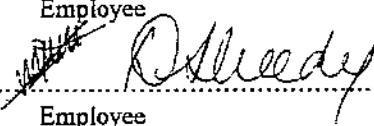
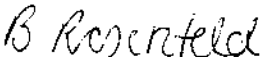

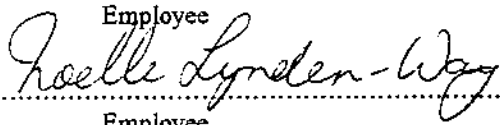
20. SIGNATORIES

Signed for and on behalf of Omnicare Medical Centre and Omnicare Health Centre Pty Ltd

		<u>29-6-95</u>
.....	Managing Director	Date
		<u>29-6-95</u>
.....	Medical Director	Date



Signed by the employees of Omnicare Medical Centre

		<u>29.6.1995</u>
.....	Employee	Date
		<u>29.6.1995</u>
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