

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/359

**TITLE:** Wintergarden Medical Centre Enterprise Agreement

**I.R.C. NO:** IRC2/5923

**DATE APPROVED/COMMENCEMENT:** 25 November 2002

**TERM:** 36 months (25 November 2005)

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 20 December 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Wintergarden Medical Centre, who fall within the coverage of the Clerical and Administrative Employees (State) Award

**PARTIES:** Dr Murray Ludington, Wintergarden Medical Centre -&- Linda Davidson, Audrey Higgins, Eileen McDonald, Fiona Whimster



**AMENDMENTS TO CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE)  
AWARD (135)  
TO COMPRISE AN ENTERPRISE AGREEMENT FOR  
THE WINTERGARDEN MEDICAL CENTRE**

**NB. All changes to the original wording of the Award are highlighted in the new text.**

**PART A – CONDITIONS**

1. **Arrangement**  
No change
2. **Anti-Discrimination**  
No change
3. **Definitions**  
No change
4. **Terms of Engagement**  
No change
5. **Classification Structure and Wages**  
Amended in relation to minimum hours of work payable.
6. **Hours**  
Amended to show a spread of normal working hours as between 8.00am and 8.00pm
7. **Shift Work**  
Amended definition of "Afternoon Shift" in accordance with normal working hours being 8.00am to 8.00pm. Remainder of clause unaffected.
8. **Casual and Part-time Employees**  
No change
9. **Sundays and Holidays**  
No change
10. **Meal Break**  
Amended to reflect change to spread of normal working hours.
11. **Payment of Wages**  
No change
12. **Overtime and Meal Allowance**  
Amended to reflect change to spread of normal working hours.
13. **Time Off in Lieu of Payment for Overtime**  
No change



14. **Higher duties**  
No change
15. **Finishing at night**  
No change
16. **Travelling expenses**  
No change
17. **Uniforms**  
No change
18. **First Aid Allowance**  
No change
19. **Annual Leave**  
No change
20. **Annual Leave Loadings**  
No change
21. **Long Service Leave**  
No change
22. **Sick Leave**  
No change
23. **Personal/Carer's Leave**  
No change
24. **Bereavement Leave**  
No change
25. **Parental Leave**  
No change
26. **Jury Service**  
No change
27. **Superannuation**  
No change
28. **Workers' Compensation**  
No change
29. **Occupational Health and Safety**  
No change
30. **Award Display**  
No change



31. **Notice Board**  
No change
32. **Right of Entry**  
No change
33. **Enterprise Arrangement**  
No change
34. **Labour Flexibility**  
No change
35. **Training**  
No change
36. **Transitional Arrangements – Hours of Work**  
No change
37. **Enterprise Consultative Mechanism**  
No change
38. **Termination of Engagement**  
No change
39. **Redundancy**  
No change
40. **Exemptions**  
No change
41. **Dispute Avoidance and Grievance Procedure**  
No change
42. **Area, Incidence and Duration**  
No change



## 5. Classification Structure and Wages

(xi) Casual employees: Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight or by the number of ordinary hours worked by clerical employees other than casual and part-time employees in the establishment, whichever is the lesser, plus 20 per cent, with a minimum payment of one hour's work at the appropriate rate.

Registered  
Enterprise Agreement  
Industrial Registrar

## 6. Hours

(i) Weekly employees:

(a) Subject to paragraph (b), the ordinary hours of work exclusive of meal hours shall not exceed an average of 38 hours per week and, except as provided in clause 7. Shift Work, shall be worked between the hours of 8.00am and 8.00pm, Monday to Friday inclusive, and between the hours of 8.00am and 2pm on a Saturday and shall be worked in one of the following ways:

- (1) on 19 days over a 4-week cycle; or
- (2) on 10 days over a 2-week cycle; or
- (3) on 5 days in any week; or
- (4) on 5 and one-half days in any week; or
- (5) where the employer and employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this subclause, may accumulate to a maximum of 5 days. These accumulated days may be taken at any time mutually agreed between the employer and employee and shall be taken within six months of accrual.

Notwithstanding any other provision of this award the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, but no more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

(b) An employer shall adopt working hours other than a 5 1/2 day week in any case in which the ordinary week's work of 38 hours can be performed as aforesaid without:

- (1) detriment to the public interest;
- (2) loss in the value of goods handled or to be handled;
- (3) reducing the efficiency of production; or
- (4) reducing the efficiency of the necessary services;

and provided that a majority of the employees in such establishment desire to work their ordinary hours in other than 5 1/2 days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in other than 5 1/2 days without detriment, loss or reduction as aforesaid shall be determined by the Industrial Relations Commission of New South Wales or the Clerks (State) Conciliation Committee upon application made by or on behalf of the employees. Upon such an application, proof of such detriment, loss or reduction as aforesaid shall be upon the employer.

It is a condition of the allowing of a 19-day/4-week cycle, a 10-day/2week cycle or a 5-day week that, if required, employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

- (c) Where a 19-day/4-week cycle is worked, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday inclusive, between the hours of 8.00am and 8.00pm
- (d) Where a 10-day/2-week cycle is worked, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday, on 9 days of the cycle and 4 hours on any one day of the cycle, between the hours of 8.00am and 8.00pm.
- (e) Where a 5-day week is worked, the ordinary hours of work shall be worked between the hours of 8.00am and 8.00pm Monday to Friday inclusive, such that either:
  - (1) the ordinary hours of work on 4 days of any one week shall not exceed 8 hours and on one day of the week shall not exceed 6 hours; or
  - (2) the ordinary hours of work on each day of the week shall not exceed 7 hours and 36 minutes.
- (f) Where a 5 ½ day week is worked, the ordinary hours of work shall be worked so that they shall not exceed 6 hours and 48 minutes per day, Monday to Friday inclusive, and 4 hours on Saturday.
- (g) The starting time when once fixed in accordance with this subclause shall not be altered without seven days' notice being given by the employer to the employees. However, in an emergency, an employer and an employee may agree to change such employee's commencing and ceasing times with less than seven days' notice, provided that the employee shall be entitled to have the union delegate present when such matters are discussed.
- (ii) Casual Employees - The spread of ordinary hours of work shall be the same as those worked by weekly employees in the establishment concerned. Where there are no such weekly employees the spread or ordinary hours of work shall be those prescribed by subclause (i) of this clause.
- (iii) Part-time Employees - The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees, but shall not, in any case, be less than 12 hours per week. The ordinary hours of work shall not exceed 8 hours per day.

Provided that the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Where such arrangement of ordinary working hours is to exceed 8 on any day, but not more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.



## 7. Shift Work

- (i) Definitions – in this clause:
- (a) A “shift worker” means an employee whose ordinary hours of work are in accordance with the shifts defined in paragraphs (b), (c), (d), (e) and (f) of this subclause.
  - (b) “Afternoon shift” means any shift finishing ~~after 8.00pm~~ and at or before 11.00pm provided that where the majority of employees in an establishment finish afternoon shift at a later time, up to 12 midnight, clerical employees may be required to work the same hours.

*Remainder of Clause 7 remains as in published Award*

## 10. Meal Break

- (i) Employees whose ordinary working hours fall between ~~8.00am and 8.00pm~~ shall be allowed a meal break of not less than thirty minutes nor more than one hour between the hours of 11.00am and 2.30pm.
- (ii) An employee shall not be required to work more than five hours without a break for a meal, except in the following circumstances, where up to six hours may be worked without a break for a meal:
  - (a) Where employees are working in accordance with subparagraph (1) of paragraph (e) of subclause (i) of clause 6, Hours; or
  - (b) where a casual employee or a part-time employee is engaged to work no more than six hours in any one day.
- (iii) The employer and employee may, by mutual agreement, alter the commencing time of the lunch break.

## 12. Overtime and Meal Allowance

- (i) All time worked outside the ordinary hours of work prescribed by clause 6 Hours, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime at the rate of double time shall be paid for all time worked ~~after 2.00pm on a Saturday~~. Provided further that in computing overtime each day's work shall stand alone.
- (ii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee, other than a casual employee, who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates

until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (iii) An employee working overtime shall be paid a meal allowance in any of the following circumstances:
- (a) When required to work ~~between 10.00pm and 1.00am~~ - an amount as set out in Item 3 of Table 2 - Other Rates and Allowances, of part B Monetary Rates.
  - (b) If overtime continues beyond 10.00pm - a further amount as set out in the said Item 3.
  - (c) Where the union agrees an employer may supply his employees with a suitable meal, in which case the allowance set out in paragraphs (a) and (b) of this subclause shall not be payable.
  - (d) Meal allowances shall be paid not later than the next succeeding working day, except by mutual agreement.
- (iv) Casual Employees - This clause shall apply to casual employees and in such cases overtime shall be calculated on the casual rate of pay contained in subclause (xii) of clause 5, Classification Structure and Wages.
- (v) Notwithstanding anything contained in clause 6, Hours, and subclause (i) of this clause, employees whose fixed hours of employment are less than 38 hours per week, may be worked without the payment of overtime up to two hours after the fixed finishing time on any one day, or not more than four days in any calendar month, or eight days in any two consecutive calendar months, provided that, in any case, an employee shall not be required to work more than 9 hours in any one day or more than 38 hours in any one week without the payment of overtime; provided further that such 9 hours shall be worked ~~between 10.00pm and 1.00am~~, Monday to Friday, inclusive.
- (vi) In computing overtime, any portion of an hour of less than 30 minutes shall be reckoned as 30 minutes and any portion in excess of 30 minutes shall be reckoned as one hour.

Signed by the parties to the Agreement:

*M. Ludington*

Dr Murray Ludington (on behalf of the Wintergarden Medical Centre, "the employer")

*Fiona Whimster*

Fiona Whimster

*Audrey Higgins*

Audrey Higgins

*Linda Davidson*

Linda Davidson

*Antonia Rosmalen*

Antonia Rosmalen

*Eileen McDonald*

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