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ENTERPRISE AGREEMENT

NO. EA 98/198

DATE REGISTERED 30-6-98

PRICE $ 40

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/198

TITLE: Kariong Medical Centre Enterprise Agreement

I.R.C. NO: 98/3081

DATE APPROVED/COMMENCEMENT: 30 June 1998

TERM: 24 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to reception and nursing staff employed by Kariong Medical Centre at 4 Mitchell Drive, Kariong 2250.

PARTIES: Kariong Medical Centre -&- Nicole Davis, Alma Gonzales, Sandra Grice, Tracy McAnally, Debbie Smith

KARIONG

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MEDICAL CENTRE

ENTERPRISE AGREEMENT

CONTENTS

Clause 1
Objectives of Agreement

The objectives of the Agreement are to:

- provide flexibility of hours for rostering purposes;
- contribute to the productivity of the organisation ;
- provide security and rewards for employees through a classification system;
- foster high standards of excellence, efficiency and innovation through the development of a skilled and flexible workforce, and management built on consultation and trust.
- To apply the conditions of the Award to the specific needs of the Practice

Clause 2
Parties Bound

This Agreement shall apply to all reception and nursing staff of Kariong Medical Centre that were previously covered by the Clerical and Administrative Employees (State) Award.

This Agreement shall not apply to management and medical staff whose level of work and responsibility exceeds that described in this agreement.

Duress – This agreement was not entered into under duress by any party to it.

Clause 3
Duration

This Agreement shall operate on and from the date of acceptance and shall remain in force for two years, ie it is agreed that upon acceptance by the parties to this Agreement, the provisions will be implemented as soon as practical. Date of acceptance shall mean that date on which the Agreement was passed by the NSW Department of Relations.

The parties reserve the right to extend this Agreement for a further 12 month period subject to mutual agreement. The parties commit to consult during the life of this Agreement about whether a further Agreement will be negotiated to succeed this Agreement. Such negotiation to commence no later than three months prior to the expiry of this Agreement.
Incidence: the agreement shall regulate partially the terms & conditions of employment previously regulated by the Clerical & Administrative (State) Award.

Clause 4
Relationship of Agreement with Company's Policy & Procedures Manual

The parties agree that the Kariong Medical Centre's Policies and Procedures Manual will require periodic review and updating by the organisation. The parties also agree that when such reviews or updates occur, matters relating to conditions of employment will not be altered from the conditions contained in this Agreement for the duration of this Agreement.

Clause 5
Definitions

Permanent staff:

- are classified as shift workers
- are guaranteed a minimum number of hours greater than 24 hours per fortnight but not exceeding 76 hours per fortnight. These core hours will constitute their monthly rostered hours.
- work outside of core hours is voluntary and paid at the ordinary rate of pay, plus appropriate shift allowances.
- accrue annual leave on an hours worked basis excluding public holidays where leave is accrued regardless of whether or not the shift is worked, provided that the employee is rostered to work that day.
- accrue sick leave on their minimum guaranteed hours (see Clause 13 Sick Leave)
- must provide or be provided with, two weeks notice of termination or forfeit one weeks pay or be paid one weeks pay in lieu of notice.

Casual staff:

- are classified as shift workers
- will work a variety of shifts as required by the needs of the Practice.
- will be available at short notice to fill in emergency gaps in the roster as they arise.
- will receive wages according to their category level plus a 20% loading.
- will not accrue or be entitled to sick and annual leave.
- are not required to give any notice of termination, though it is requested

Shift workers:

- constitutes all employees that work within the operating hours of the Practice.

Junior worker:

- any employee at or under the age of 20 years.

Evening shift:

- constitutes a shift where an employee is rostered to finish after 6pm on any day.
- Employees will receive their current rate of pay for the hours worked at ordinary rate plus a flat loading as per Appendix 1 of this Agreement, plus either accrual towards their annual leave for permanent staff or a casual loading for casual staff.

Shift hours:

- all shifts are a minimum of four hours both for casual and permanent staff, excepting in the case of Sundays and Public holidays when the shift hours constitute the operating times of the Practice.

Clause 6
Classification Structure

i. Employees will be paid in accordance with the appropriate schedule (Appendix 2) for their classification as set out in this Agreement or as negotiated in individual agreements.

ii. New adult staff classifications have been introduced as part of this Agreement.

iii. At the commencement of this Agreement, all staff will be formally advised of their classification grade. They will then have the opportunity to discuss their intention to improve their levels and discussion will take place to devise a strategy to help the employee to achieve their goals.

iv. Movement to new levels will be at the discretion of management and will be dependant on employee's reaching competency levels and working independently through a performance management program. See Job Description attached for a list of duties relevant to each Category. Competency in a level also involves the employee's attitude to the job and their abilities to be a team player and manage their time accordingly.

v. Junior rates of pay will apply as per the award.(Clerical & Administrative Employees (state) Award). Juniors will commence at duties equivalent to Category 1 - Entry Level and pay rates will increase incrementally at the employees birth date as per the award. Upon reaching 21 years of age, employees will commence adult rates and have the opportunity to increase their levels of competence.

vi. Nursing duties (see Nursing Job Description) may be distributed among all staff though ultimate responsibility will lie with Category 4 staff.

2. Category 2 - Trainee Level

i. This employee works under supervision with routine checking
ii. This employee applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
iii. Work will be performed within established routines, methods and procedures or where consultation with a team member occurs.
iv. All of the competencies in Table 1 and 2 must be performed adequately before movement to Skilled level is achieved.
v. Duties from Category 3 may be introduced under supervision as preparation for movement to higher levels

Table 2 Category 3 competencies

Task	Competency
Information Handling	- Make up new patient files - Monitor movement of patient files - Prepare files for subpoena requests
Enterprise	- Maintain stationery stocks - Shop for staff amenities
Technology	- receipt incoming payments - prepare after hours clinic vouchers for payment - receipt incoming payments - check and EDI completed batches

3. Category 3 - Skilled Level

i. This employee works under limited supervision with checking related to overall progress

ii. This employee applies knowledge with depth in some areas and a broad range of skills.

iii. Usually work will be performed where some discretion and judgement is required.

iv. All of the competencies in Table 1,2 and 3 must be performed adequately before movement to Multi-skilled level is achieved.

Table 3 Category 4 competencies

Task	Competency
Information Handing	- record movement of patient files on the computer system - prepare and send Medicare and Veterans Affairs claims (both hardcopies and electronically)
Enterprise	- type correspondence from drafts & Dictaphone - identify options for resolution and act accordingly - prepare deposits for banking
Organisational	- co-ordinate own work routine with others
Technology	- reconcile paid invoices and batches - understand the "vary" command for reconciling amounts - Resubmit rejected vouchers with alterations

4. Category 4 - Multiskilled

This employee:

i. works without supervision
ii. applies knowledge with depth in all areas and a broad range of skills, discretion and judgement.
iii. is able to train other staff in specific tasks
iv. is able to supervise staff at Entry and Trainee levels
v. is competent in all tasks from Tables 1,2 and 3.
vi. has the necessary initiative to learn new tasks that should arise or adapt existing tasks to achieve desired outcomes.

5. Category 5 - Top Level

This level is currently a relief position only. This employee must achieve all the preceding levels and be competent in performing a portion of the Practice Managers duties as agreed and be relieving the Practice Manager for a minimum period of five days.

Should the Practice Managers duties be reviewed, Category 5 may be offered to an employee who is capable of performing all the duties of Category 4 plus other specific duties at a high competency and productivity rate.

Clause 7
Probationary Period

All new employees will undertake an initial probationary period of three months from their start date. A Performance Appraisal will be conducted at the conclusion of the period.

During that period extensive training will occur along with regular supervision and monitoring of work.
Training will involve:
- policies and procedures
- customer service
- trainee level duties
- time management

The probationary period may be extended by a further period should circumstances not allow sufficient time for assessment of an employees performance. Employment can be terminated during the probationary period without notice by either parties.

Clause 8
Performance Appraisals

All members of this Agreement shall undergo a Performance Appraisal after their three month probationary period, again at their twelve month anniversary (of their start date) and then at 12 monthly intervals.

The objectives are:

- To develop a clear understanding of job objectives and responsibilities
- To give a formal review to staff, about how they are meeting their job objectives and responsibilities
- To identify any factors affecting the achievement of job objectives
- To identify ways in which the overall service delivery can be improved
- To plan for training and development needs, in order to strengthen staff performance and the performance of Kariong Medical Centre

Notification of the Performance Appraisal will meet guidelines as set out in the Performance Appraisal Procedure.

Clause 9
Payment of Wages

i. Wages shall be paid fortnightly by direct deposit to an employees bank account.
ii. On termination employees shall be paid all monies due to the employee. Such monies shall be paid into that employees bank account on the next available pay date, excepting where an employee is terminated without notice, in which case the employee will receive monies due to them in the form of a cheque at the closest possible time to their termination (once all property of the Practice has been returned). The period of notice shall not apply in cases of instant dismissal.

Clause 10
Uniforms

i. Employees will be provided with a blouse at no cost to themselves. The blouses remain the property of the Practice and must be returned when employment is terminated.

ii. The number of blouses supplied will be in accordance with the number of core hours they are rostered to work each week. Laundering of the blouses is the employees responsibility.

iii. The employee is required to supply at their own cost, skirts or tailored pants, in a colour designated by the Practice (upon consultation with staff).

iv. Any change of uniform will be gradual and with consultation with staff.

Clause 11
First Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John's Ambulance or similar body shall be paid an allowance of $7.00 per week.

Clause 12
Meal Break

An unpaid meal break of not less that thirty minutes and not more than one hour shall be allowed for employees whose rostered shift is greater than six hours. The timing of the meal break will be mutually agreed to by the employee and Practice Manager. Generally this meal break will be taken at times to suit work requirements.

Clause 13
Sick leave

i. Permanent employees shall be entitled to a proportionate amount of sick leave based on their core rostered hours during the first year of service and a proportionate amount of sick leave based on their core rostered hours during the second and subsequent years of service on full pay. The amount of sick leave to which an employee is entitled in any year shall bear the same ratio to sick leave prescribed for weekly employees that would work a thirty eight hour week, which is five days in the first year of service and eight days per year thereafter.

ii. Sick leave will be paid only on those shifts that form part of the employees regular minimum hours and shall not be paid on an extra shift that has been requested of the employee at the employee's and the Practice's mutual agreement.

iii. A medical certificate may be requested where sick leave extends beyond two consecutive days.

iv. The employee shall, wherever practicable, before the commencement of absence, inform the Practice Manager (or other staff member in the Practice Manager's absence) of such employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

v. Where an employee does not notify the Practice of the employee's inability to attend for duty prior to the commencement of the absence the employee shall produce a medical certificate or the said employee shall not be entitled to payment for that shift.

vi. Payment for sick leave taken within the first three months of employment is at the Practices discretion.

vii. If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.

viii. Any untaken sick leave at the time of introduction of this Agreement, shall be added to an employee's accumulated total.

ix. If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave

Clause 14
Other Leave

i. Annual Leave is in accordance with the Annual Holidays Act 1944.
ii. Long Service Leave is in accordance with the Long Service Act 1955.
iii. Parental Leave is in accordance with the Industrial Relations Act 1996.
iv. Bereavement Leave is in accordance with the Clerical & Administrative Employees (State) Award 1997.

Clause 15
Grievance Procedure

i. Any grievance or dispute should be reported to the Practice Manager who shall endeavor to resolve the issue as soon as is practically possible.
ii. If an employee feel the matter is not resolved to his/her satisfaction then he/she may ask to discuss it with (or notify in writing) one of the principles of the Practice.
iii. At the conclusion of the discussion, the Practice will provide a response to the grievance including reasons relating to any decision made as part of the response.
iv. While a procedure is being followed, normal work must continue.
v. Employees may elect to be represented by an Industrial Organisation in the matter.
vi. If the dispute cannot be resolved by the parties, the NSW Industrial Relations Commission is notified as required by the Industrial Relations Act 1996

Clause 16
Superannuation

i. All permanent staff will have superannuation paid by the employer at the legislated percentage, into the employer nominated fund or a fund of their choice

ii. All casual staff will have superannuation paid by the employer at the legislated percentage when their fortnightly salary exceeds the level by which superannuation must be paid, (currently $450.00 per month) into the employer nominated fund or a fund of their choice.

iii. Permanent staff may elect to have a portion of their salary paid into their nominated superannuation fund as a salary sacrifice. [This clause is conditional on government legislation continuing to allow salary sacrifice as an exclusion from fringe benefits tax].

Clause 17
Counseling / Disciplinary Procedures

17.1 Counseling of an employee is undertaken when their performance or attitude is deemed by the Practice to be below acceptable standards which are determined in the Job Descriptions. Disciplinary procedures commence where the employee's performance or conduct is deemed to be below acceptable standards or where the employee fails to take corrective action following counseling.

17.2 Summary dismissal may occur in extreme cases. The following behaviours are not accepted under any circumstances:
(a) Breaches of confidentiality
(b) Theft
(c) Negligence

17.3 The period of time for which the following stages should be accomplished is entirely at the discretion of management.

17.4 Stages of Counseling and Discipline:

Stage 1: Counseling - in this process, the Practice Manager or Principle attempts to establish the reasons behind inappropriate conduct or poor performance. The employee will be given the opportunity to reply to any allegations and the outcome will address the action to be taken to correct the situation. The meeting may be documented and a date set for a review of the matter if necessary.

Stage 2: Disciplinary action - should a second situation occur relative to that which caused the initial counseling or if there has been no improvement or a further lapse in performance or conduct, a second meeting will take place that will constitute a formal warning. The employee will be advised that failure to address the situation to the standard agreed upon, may result in dismissal. This stage will include; the matters discussed and the allegations, the positive steps which the employee should take to improve the situation, and the time period over which the employee will be given an opportunity to improve the situation. The warning will be documented and signed by both parties. The meeting may take the format of an appraisal interview.

Stage 3: Second warning - should it be necessary to issue a second warning where there has been no improvement, or a further lapse has occurred in performance / conduct, a second meeting will take place. The second warning will be in writing and will follow the same procedure as Stage 2. The employee will be advised that failure to address the situation to the standard agreed upon, may result in dismissal.

Examples of possible reasons why counseling and disciplinary action may be taken:

- Absenteeism
- Inefficiency and poor performance
- Failure to heed instructions of supervisor
- Leaving the workplace during work time without notification or permission
- Deliberately damaging Practice property
- Ill treatment or abuse of fellow employees
- Offensive or discriminatory behaviour towards, or harassment of, other employees or patients
- Falsifying patients records or doctors certificates
- Inability or unwillingness to comply to the conditions of this Agreement.

Clause 18
Staff Meetings

Staff attending staff meetings outside of their normal rostered hours will be remunerated in either of the following:

- Ordinary rate of pay for the hours of attendance without shift penalties and without accrual of annual leave or
- Equal time off for the hours of attendance at a mutually agreed time.

Clause 19
Time in lieu

Employees may request to take time off within their rostered core hours to attend to personal matters. They may elect to swap a shift with another employee, alter their start and finish times or work hours at another time or take leave without pay. Payment of shift allowances will be according to the actual shift worked, not those hours originally rostered. Approval will be at the Managers discretion and will depend upon adequate coverage of the shift.

Where employees work extra hours above the core hours of their shift, they may elect to take equal time off at a mutually agreed time, or have those hours added to their ordinary hours whereby they will be paid ordinary time and accrue annual leave for those hours. A maximum of 7 ½ hours can be accrued from extra hours worked.

Clause 20
Work environment

i. Kariong Medical Centre is an Equal Opportunity Employer
ii. The premises of Kariong Medical Centre are a smoke free zone.
iii. The staff and employers of Kariong Medical Centre agree to adhere to Occupational Health and Safety standards and procedures for safe handling, cleaning or disposal of equipment and waste.

Appendix 1
Shift Penalty Rates
As at the commencement of this Agreement

	Evening shift	Saturday shift	Sunday shift	Public Holiday shift
Loading Per shift	$10 Junior $7.00	$12.00 Junior $8.00	Double time	Double time and a half

Appendix 2
Rates of pay
As at the commencement of this Agreement

Category Level	Permanent hourly rate	Casual hourly rate
1	10.49	12.59
2	11.25	13.50
3	12.50	15.00
4	13.50	16.20
5	14.62	17.54

Kariong Medical Centre

Job Description

Position: Clerical (shift) Worker Category 1

Reporting to: Practice Manager

Responsibilities

- Maintain the objectives and standards of the Practice
- Perform clerical duties in relation to patient requests and appointments
- Maintain a clean working environment
- Respond to requests from the Principles and Practice Manager

Duties

- Greet patients and respond to patient inquiries
- Answer phones and action requests
- Handle doctors appointment schedule
- Prepare files and vouchers for the day and the following days appointments
- Clean and stock consulting rooms at cessation of doctors shifts
- Clean allocated rooms
- File reports, correspondence and results in patients files
- Maintain reception area
- Operate fax, photocopier and telephone system
- Prepare files and bookings for visiting specialists

Kariong Medical Centre

Job Description

Position: Clerical (shift) Worker Category 2

Reporting to: Practice Manager

Responsibilities

- Maintain the objectives and standards of the Practice
- Perform clerical duties in relation to Medicare claims and batch maintenance
- Maintain a clean working environment
- Respond to requests from the Principles and Practice Manager

Duties

- Greet patients and respond to patient inquiries
- Answer phones and action requests
- Handle doctors appointments schedule
- Prepare files and vouchers for the day and the following days appointments
- Clean and stock consulting rooms at cessation of doctors shifts
- Clean allocated rooms
- File reports, correspondence and results in patients files
- Maintain reception area
- Operate fax, photocopier and telephone system
- Open and distribute incoming mail
- Log on computer system and process daily reports
- Back up computer files and log off system
- Bill Medicare and Veterans Affairs vouchers and record on day sheets
- Raise invoices for workers compensation, third party, medical reports and private billing
- Prepare immunisation vouchers for payment
- Prepare files and bookings for visiting specialists

Kariong Medical Centre

Job Description

Position: Clerical (shift) Worker Category 3

Reporting to: Practice Manager

Responsibilities

- Maintain the objectives and standards of the Practice
- Perform clerical duties in relation to patient requests and appointments
- Maintain a clean working environment
- Respond to requests from the Principles and Practice Manager

Duties

- Greet patients and respond to patient inquiries
- Answer phones and action requests
- Handle doctors appointment schedule
- Prepare files and vouchers for the day and the following days appointments
- Clean and stock consulting rooms at cessation of doctors shifts
- Clean allocated rooms
- File reports, correspondence and results in patients files
- Log on computer system and process daily reports
- Back up computer files and log off system
- Bill Medicare and Veterans Affairs vouchers and record on day sheets
- Raise invoices for workers compensation, third party, medical reports and private billing
- Prepare files and bookings for visiting specialists
- Make up new patient files
- Respond to requests transfer patient files to or from other surgeries
- Monitor movements of culled, transferred and deceased patient files
- Check and EDI completed batches
- Receipt incoming payments
- Prepare files for subpoena requests
- Complete billing and batching for after hours clinic vouchers
- Order stationery and shop for staff amenities

Kariong Medical Centre

Job Description

Position: Clerical (shift) Worker Category 4

Reporting to: Practice Manager

Responsibilities

- Maintain the objectives and standards of the Practice
- Perform clerical duties in relation to patient requests and appointments
- Maintain a clean working environment
- Monitor standards of nursing duties
- Control stocks of and cleaning of medical supplies and equipment
- Respond to requests from the Principles and Practice Manager

Duties

- Greet patients and respond to patient inquiries
- Answer phones and action requests
- Handle doctors appointment schedule
- Prepare files and vouchers for the day and the following days appointments
- Clean and consulting rooms at cessation of doctors shifts
- File reports, correspondence and results in patients files
- Bill Medicare and Veterans Affairs vouchers and record on day sheets
- Raise invoices for workers compensation, third party, medical reports and private billing
- Receipt incoming payments
- Check and EDI completed batches
- Reconcile paid invoices and batches
- Resubmit rejected vouchers with alterations
- Type correspondence from drafts and dictaphone
- Prepare deposits for banking

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SIGNATORIES TO THE AGREEMENT

1. THE EMPLOYERS

DR MICHAEL CASEY

DR KULDEEP SIDHU

DR TREVOR DAY

2. THE EMPLOYEES

DEBBIE SMITH

TRACY MCANALLY

NICOLE DAVIES

ALMA GONZALES

SANDRA GRICE

WITNESSED BY THE DEPONENT

GWENDA LAWTHER