

XYZ MEDICAL CLINIC

EMPLOYEE COLLECTIVE AGREEMENT 2007 -2010

WORKPLACE RELATIONS ACT 1996

Part 8, Division2 s327 – Employee Collective Agreement

1. TITLE

1.1 This agreement will be known as the XYZ Medical Clinic
Collective Agreement 2007-2010

2. ARRANGEMENT

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Attachment "A" - s 661 of the Workplace Relation Act

3. PARTIES BOUND

3.1 The parties to this agreement are the XYZ Medical Clinic (the employer) and all its employees.

4. COMMENCEMENT DATE AND PERIOD OF OPERATION

4.1 This Agreement will apply from the date of lodgement with the Office of the Employment Advocate and will expire on September 1, 2010 and remain in force thereafter in accordance with the requirements of the Workplace Relations Act 1996

5. RELATIONSHIP TO PRE REFORM AWARDS, the AUSTRALIAN FAIR PAY AND CONDITION STANDARDS and PROTECTED AWARD CONDITIONS .

5.1 **Pre Reform Awards.** The following awards have been identified as applying immediately prior to this agreement. These awards will no longer have any application.

- Doctors' Nurses (NT) Award 2003
- General Clerks (Northern Territory) Award 2000
- Nurses (NT) Private Sector

5.2 The Australian Fair Pay and Condition Standards.

5.2.1 All matters that are the subject of the Standard are clearly identified in this Collective Agreement. In relation to four of the Standards, Annual Leave, Personal Leave, Hours of Work and Family Leave the approach has been to adopt the Standard and then add the local variations. In relation to the fifth Standard "Wages" this is provided for in clause 14 (Rates of Pay)

5.3 Protected Award Conditions

5.3.1 These conditions –

- Rest breaks;
- Incentive based payments and bonuses;
- Annual leave loadings;
- Observation of public holidays or payment in respect of those days;
- Days to be substituted for public holidays;
- Monetary allowances for:
 - Expenses incurred in the course of employment; or

-Responsibilities or skills that are not taken into account in rates of pay for employees; or
-Disabilities associated with the performance of work in particular conditions or locations;

- Loadings for overtime or shift work;
- Penalty rates;
- Outworker conditions; and
- Other conditions prescribed by regulation

as contained in the awards referred to in clause 5.1. are expressly extinguished by this agreement

6. DEFINITIONS

“Employee” means a person employed by the XYZ Medical Clinic

“Employer” means XYZ Medical Clinic

“Standard” means the Australian Fair Pay and Conditions Standard

7. ANTI-DISCRIMINATION

7.1 It is the intention of the parties to help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

7.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavor to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

7.3 Nothing in this clause is to be taken to affect:

7.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; and

7.3.2 an employee or the employer pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

8. DISPUTE RESOLUTION PROCEDURES IN THE WORKPLACE

8.1 In the first instance the parties will genuinely attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

8.2 At all times during these procedures one or more parties make choose representation.

8.3 If a dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Australian Industrial Relations Commission.

9. HOURS OF WORK

9.1 This is as per the Standard (see Clause 5.2 - The Australian Fair Pay and Condition Standards).

10. EMPLOYMENT CATEGORIES

10.1. Employees under this agreement will be employed in one of the following categories:

10.1.1 full-time employees; or

10.1.2 part-time employees; or

10.1.3 fixed term; or

10.1.4 fixed project

10.1.3 casual employees with a 20% loading in lieu of Annual Leave, Personal Leave, Public Holidays and Compassionate Leave.

10.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time, fixed term, fixed project and whether a casual allowance is being paid pursuant to clause 10.1.3

10.3 Where employed under a fixed term or fixed project the termination of the contract of employment within the term or

before the project is completed will not give rise to a claim for payment for the residual of the contract

11. TERMINATION OF EMPLOYMENT

11.1 Termination by the employer will be in accordance with s 661 of the Workplace Relation Act (Attachment "A"). It is expected that employees will follow the same notice period requirements.

12. RATES OF PAY

12.1 No employee will be paid less than the minimum determined by the Australian Fair Pay Commission

12.2 Payment of wages will be in accordance with the Workplace Relations Act

13. MEAL TIMES

13.1 Each employee shall be allowed a meal break of not less than 30 minutes. Such time will be unpaid. An employee shall not be compelled to work for more than five hours without a break for a meal.

14. REST BREAKS

14.1 A morning tea break of not less than twenty minutes shall be allowed to all employees.

15. PUBLIC HOLIDAYS

15.1 An employee shall be entitled to the following public holidays without loss of pay:

15.1.1 New Year's Day, Good Friday, Easter Monday, Christmas Day and Boxing Day; and

15.1.2 the following days, as prescribed in the Northern Territory: Australia Day, Anzac Day, May Day, Queen's Birthday, Picnic Day and Show Day

15.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

15.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

- 15.4** When New Year's day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 15.5** Where in the Northern Territory public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purpose of this agreement.
- 15.6** An employer at his or her discretion and his or her employees may agree to substitute another day for any prescribed in this clause.
- 15.7** Where an employee is absent from his or her employment on the working day before or the working day after a public holiday, without reasonable excuse or without the consent of the employer, the employee shall not be entitled to the holiday without the loss of pay.

16. ANNUAL LEAVE

- 16.1** As per the Standard.

17. PERSONAL LEAVE/ COMPASSIONATE LEAVE

- 17.1** As per the Standard except.

18. PARENTAL LEAVE

- 18.1** As per the Standard.

19. LONG SERVICE LEAVE

- 19.1** Long Service Leave will be in accordance with the *Long Service Leave Act 1992 (NT.)*,

ATTACHMENT "A" - Notice Period (extract only)

s661 Employer to give notice of termination

(2) The required period of notice is to be worked out as follows:

(a) first work out the period of notice using the table at the end of this subsection; and

(b) then increase the period of notice by 1 week if the employee:

(i) is over 45 years old; and

(ii) has completed at least 2 years of continuous service with the employer.

Employee's period of continuous service with the employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks