

ENTERPRISE AGREEMENT

NO: E.A. 291 /1994

DATE REGISTERED: 15-8-94

PRICE: \$ 24-00

AGREEMENT

PENNANT HILLS DIAGNOSTIC CENTRE ENTERPRISE AGREEMENT

MADE the 29th day of October 1993

THIS AGREEMENT is made in pursuance of the Industrial Relations Act 1991: NSW (the Act) in accordance with the provisions of sections 115-142 of the said Act, entered into

BETWEEN

Palam Holdings Pty Limited of Pennant Hills Diagnostic Centre (the Enterprise Employer) of 12 Fisher Avenue, Pennant Hills NSW 2102 of the one part

AND

Employees engaged in the occupations of private diagnostic radiography and/or clerical and associated work at Pennant Hills Diagnostic Centre. of the other part

WHEREAS

The parties have conferred on the terms and conditions that apply to employment at the practice of the Employer and on the Enterprise Agreement provisions of the Act.

The parties agree that the negotiated and agreed hours of work and working arrangements that applied prior to the making of this agreement are to continue until varied by mutual consent.

A.S.
J.S.
J.M.
M.G.
E.
L.A.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

PART A

1 TITLE OF AGREEMENT

This agreement shall be known as Pennant Hills Diagnostic Centre Enterprise Agreement.

2 INTENTION & LOCATION

This agreement shall apply to the parties hereto in relation to diagnostic radiography and/or clerical and associated work of the practice of the Employer at the centre at 12 Fisher Avenue Pennant Hills NSW 2102.

3 DURESS

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

4 COVERAGE OF AGREEMENT

This agreement shall regulate totally the terms and conditions of employment of all the employees of the practice previously regulated by the Clerks (State) Award.

5 ARRANGEMENT

Clause No	Subject Matter
Part A	
1	Title of Agreement
2	Intention & Location
3	Duress
4	Coverage of Agreement
5	Arrangement
6	Definitions
7	Position
8	Ordinary Hours
9	Salary
10	Salary Package
11	Period of Employment
12	Variation of Agreement
13	Termination of Employment
14	Saturday Work & Overtime
15	Leave
16	Annual Leave Loading
17	Part-Time Employees

Handwritten signatures and initials, including 'S', 'J', 'M', 'es'.

18	Casual Loading
19	Proportionate Annual Leave for Casuals
20	Uniforms
21	Terms of Employment
22	Consultation
23	Grievance Procedure
24	Disputes Procedure
25	Copy of Agreement
26	Specified Term of Agreement
Part B	

6 DEFINITIONS

"Conditions of Employment Agreement" means the individual employee's employment agreement with the practice. The terms of the Employee's conditions of Employment Agreement replace any less favourable inconsistent terms of the Enterprise Agreement otherwise the Enterprise Agreement applies.

"Full-Time" means working a maximum of 40 hours per week averaged over a 52 week period.

"Part-Time" means working a lesser number of hours than constitutes Full-Time working under this agreement, but does not include casual or temporary work.

"Casual" means being engaged to work on such basis.

"Temporary" means working for a specified employment period.

7 POSITION

The Employee's position is as set out on the organisational chart of the practice and reports to the Senior Radiographer who is responsible for directing the Employee.

8 ORDINARY HOURS

The ordinary hours of work for full time employees are a maximum of 40 per week averaged over a 52 week period in accordance with the individual Employee's Conditions of Employment Agreement and the roster displayed in the workplace. The roster is adjustable to meet the requirements of the work. Ordinary hours for Front Office Staff are between 6am and 6pm Monday to Friday and 6am to 12 noon Saturday.

Handwritten signatures and initials:
a.s.
R. J. S.
J. M. S.
E. J. S.

9 SALARY

Classifications: Senior Radiographer; Radiographer; Front Office Staff (as defined in Part B)

The minimum salaries for ordinary hours worked are to be not less than the award rate applicable from time to time where an award would otherwise apply and for adult employees are as set out in Part B of this Agreement.

The salary is paid by cheque fortnightly for full-time and weekly for part-time and casual employees.

10 SALARY PACKAGE

The Employee's total salary package is as set out in the Employee's Conditions of Employment Agreement and is to be not less than the hourly rates applicable under this Agreement. Payment for ordinary hours worked is to be not less than the award rate applicable from time to time where an award would otherwise apply.

The Employee acknowledges that for receiving payments in excess of the enterprise agreement entitlements she understands that those entitlements are included as part of the salary package.

The salary package is reviewed every 12 months on the anniversary of the Employee's employment taking into account performance in achieving the accountabilities of the position, CPI movements, productivity, changing responsibilities and conditions of employment and national, state wage case and industry wage adjustments.

11 PERIOD OF EMPLOYMENT

The period of full-time and part-time employment is indefinite; casual and temporary employment is as agreed for each period of employment.

12 VARIATION OF AGREEMENT

The terms of this agreement may be varied by mutual consent of the parties to this agreement in accordance with s125 of the Industrial Relations Act 1991.

13 TERMINATION OF EMPLOYMENT

In this unfortunate occurrence, except in the case of misconduct, 2 weeks notice on either side or payment by the Employer or forfeiture by the Employee of 2 weeks pay as the case may be is required, or less by mutual agreement, to terminate the employment.

*a.s. mg
CR 2000
gm 10*

14 WEEKEND WORK & OVERTIME

Compensation for Saturday work is as set out in the Employee's Conditions of Employment Agreement. Overtime is voluntary and paid at the Employee's ordinary hourly rate of pay. If Sunday is ever to be worked, the work, the working times and the payment will be by agreement with the Employee concerned. Such agreement is to provide payment for ordinary time at not less than the award rate applicable from time to time if an award would otherwise apply.

15 LEAVE

Public holidays are New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any other day gazetted and generally observed for the whole of the State.

Annual holidays are (4 weeks, or 20 working days) in accordance with the Annuals Holidays Act 1944.

Long service leave is accrued and paid in accordance with the Long Service Leave Act 1955.

Adoption, maternity and paternity leave in accordance with the Industrial Relations Act 1991.

Sick leave for proven, genuine, unavoidable, personal illness or injury is 5 days in the first year after 3 months probation and 8 days per annum thereafter. If required, proof of illness is to be by medical certificate or statutory declaration. Untaken sick leave is to accrue until up to the end of the twelfth year.

Bereavement leave for a death in the family is as approved by the Practice Manager or Dr Shulman. Family is the Employee's husband or wife (or de facto), father and mother (or foster or step), brother, sister, child, step child, grandparents or parents-in-law.

Family and compassionate leave without pay is as approved by the Practice Manager or Dr Shulman.

The Employee not exempt and required to attend is allowed leave of absence for jury service. The difference between the amount received for jury service and the Employee's pay is to be made up by the Employer.

16 ANNUAL LEAVE LOADING

A loading of 17.5 % is paid on the 4 weeks annual holiday when the holiday is taken after 4 weeks holiday is due.

Handwritten signatures and initials:
S.M.
J.M.
J.M.

17 PART-TIME EMPLOYEES

The provisions of this agreement are to apply proportionately to part-time employees as set out in the Employee's Conditions of Employment Agreement.

18 CASUAL LOADING

A loading is payable, for each hour worked to cover sick leave, public holidays and other conditions not applicable to casual employment.

19 PROPORTIONATE ANNUAL HOLIDAY FOR CASUALS

A casual employee is paid 1/12 th of her ordinary hourly rate for proportionate annual leave entitlement.

20 UNIFORMS

Supply of uniforms is as contained in the Employee's Conditions of Employment Agreement.

21 TERMS OF EMPLOYMENT

The terms and conditions that cover the employment are:
Policies and procedures of the practices;
Code of ethics of the Australian Medical Association ;
Any notices issued by the Employer from time to time;
Any agreements between an Employee and the Employer which shall form part of the individual Employee's Condition of Employment Agreement and which shall be noted in writing; Otherwise this Agreement prevails; and Relevant Acts referred to in this agreement and other Acts, for example Employment Protection Act 1988, Occupational Health and Safety Act 1983, Workers Compensation Act 1987.

Nothing in this agreement is to operate to reduce the salary paid to the Employee at the date of the signing of this agreement.

22 CONSULTATION

The Employee is to be consulted by the Employer on decisions which affect her. Any grievance or conflict is to be resolved without disruption to work. Disputes are to be resolved through the grievance procedure set out in clause 23 of this agreement.

a.s.
R. J. J.
J. M. M.
es
100

23 GRIEVANCE PROCEDURE

If any party has any problem or concern on any matter capable of being included in an Award or concerning the interpretation, application or operation of this agreement or her Conditions of Employment Agreement or concerning discrimination in employment within the meaning of the Anti-Discrimination Act 1977; the Employee is to discuss the matter with the Senior Radiographer or the Senior Radiographer is to discuss the matter with the Employee in the first instance.

Any unresolved matter is to be referred to the Practice Manager or Dr Shulman whose decision subject to clause 24 in the matter is final.

24 DISPUTES PROCEDURE

Any dispute or any grievance not resolved in accordance with the grievance procedure in clause 23 is to be referred for conciliation and/or arbitration to an independent third party or parties.

25 COPY OF AGREEMENT

A copy of this agreement and any variation to it is to be fixed by the Employer in a conspicuous position in the workplace so that employees can easily read it. A copy of this agreement and any variation to it is to be provided to each Employee and to a successful applicant for employment before the person is engaged by the Employer.

Handwritten signatures and initials:
a.s.
G.R.
J.M.
M.G.
J.C.

26 SPECIFIED TERM OF AGREEMENT

This agreement is to operate from the date of registration and remain in force for a specified term of 3 years and thereafter. It may be varied or terminated earlier by mutual consent of the parties to this agreement. It is to continue to apply after the specified term has expired until one of the parties gives notice of termination. After expiration of the specified term either party may terminate the agreement by giving three months notice to the other party.

28/10/93

	SIGNED by the Employees	)	<i>Chetham (CHEATHAM)</i>
	HELEN CALDWELL	)	<i>Helen Caldwell</i>
<i>BW</i>	SUSAN DORAN	)	<i>Susan Doran</i>
<i>BW</i>	SUSAN ELLIS	)	<i>Susan Ellis</i>
<i>BW</i>	MARCIA GODWIN	)	<i>M M Godwin</i>
<i>BW</i>	SASKIA HAAK-FRISCH	)	<i>Saskia Frisch</i>
<i>BW</i>	JULIE MORCOMB	)	<i>J. Morcomb</i>
<i>BW</i>	SHARLENE MULLER	)	<i>Sharlene Muller</i>
<i>BW</i>	JANET ROWAN	)	<i>Janet Rowan</i>
<i>BW</i>	EILEEN SHEFFIELD	)	<i>E. Sheffield</i>
<i>BW</i>	LISA STENBERG	)	<i>Lisa Stenberg</i>
<i>BW</i>	BRENDA VAN ASWEGEN	)	<i>B. Van Aswegen</i>
<i>BW</i>	JANETTE WARD	)	<i>Janette Ward</i>
<i>BW</i>	MARJORIE WILTSHIRE	)	<i>Marjorie Wiltshire</i>

Before me:)

Witness Signature) *B. Wilson*

(PRINT NAME)) B. WILSON

Date:) 29.10.93

28/10/93
J. M. Godwin
M. M. Godwin
Chetham

SIGNED by the Employer)
PALM HOLDINGS)
PTY LIMITED OF)
PENNANT HILLS)
DIAGNOSTIC CENTRE)
Before me:)

[Handwritten Signature]
.....

Witness Signature)
(PRINT NAME))

B. Wilson

B. WILSON

Date:)

29.10.93

[Handwritten notes]
A.S.
C.S.
C.S.
J.M.
J.M.
J.M.



PART B

Monetary amounts

Basic Wages for Adults \$121.⁴⁰ per week

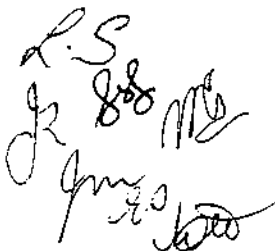
WAGES

The hourly rate for ordinary hours shall in no case be less than the award rate applicable from time to time where an award would otherwise apply.

Classification	Full-Time	
	Per Annum \$	Per Hour \$
Senior Radiographer	30,000	
Radiographer	25,000	12.40
Casual Loading		15%
Front Office Staff Grade as defined	19,000	
I		9.60
II		10.15
III		10.40
IV		10.65
V		11.10
Casuals Loading		20%
Saturday Loading (Ordinary hours worked between 6am & 12 Noon)		Per Saturday \$ 10.90

a.s.
J. S.
J. M.
J. K.

- a) Grade I - an adult who works under direct supervision (as defined hereunder) and for major of time performs routine or repetitive clerical duties involving the application of clearly prescribed standard practices which require the exercise of limited discretion.
- b) Grade II - an adult who -
 - i) works under general supervision (as defined hereunder) performing clerical duties which involve the exercise of some initiative and minor decision making within a regular work routine; and/or
 - ii) for major part of time operates a switchboard; and/or
 - iii) is employed as a typist, and who does not fall within the definitions of Grades IV or V.
- c) Grade III - an adult with the necessary skills (not Grades IV or V) a stenographer; data processing machine operator; computer operator.
- d) Grade IV - an adult who -
 - i) is capable of and may perform any duties of Grade I, II or III and who performs under limited supervision (as defined hereunder), receives limited instructions which relates only to matters of substance in the work assignment (although more detailed instructions may be necessary on particular occasions), is regularly required to exercise independent initiative and judgment and possesses a requisite knowledge of office procedures and of the employer's business; and/or
 - ii) is required to supervise and/or control the work of other clerks (excluding typists and stenographers), a typists' pool and/or bookkeeping work.
- e) Grade V - an adult who -
 - i) is capable of an may perform any duties of a Grade I, II, III or IV and who is fully competent in his or her work, requires little guidance in the performance thereof, exercises substantial responsibility and independent initiative and judgment with a requisite knowledge of office procedures and of the employer's business; and/or



- ii) is required to accept responsibility for the work of a department or of a section or the work of clerks (excluding typists and stenographers) engaged in such department or section.

NOTATION: The definitions of Grades I, II, III, IV and V above have no application to a person employed in a managerial capacity, that is a person who is employed primarily to control the conduct of the employer's business either in whole or in part and who in the performance of his or her duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of the business and whose performance of clerical duties is merely ancillary to his or her managerial employment.

Grade I - Direct Supervision - means that a person -

- a) receives detailed instructions on the work to be performed; and
- b) performs tasks which are part of an overall work routine; and
- c) is subject to regular personal progress checks on the work being performed.

Grade II - General Supervision - means that a person -

- a) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved; and
- b) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the task; and
- c) has the knowledge and experience required to perform the duties usually without specific instructions but has assignments reviewed on completion.

Grade IV - Limited Supervision - means that a person -

- a) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
- b) may have his or her assignments reviewed on completion.

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