

ENTERPRISE AGREEMENT

NO: E.A. 319 /1994

DATE REGISTERED: 24-8-94

PRICE: \$ 32-00

AGREEMENT

**LAWRAD PTY LTD TRADING AS WAGGA MEDICAL IMAGING
ENTERPRISE AGREEMENT 1**

MADE the 28th day of FEBRUARY 1994

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

LAWRAD PTY LTD TRADING AS WAGGA MEDICAL IMAGING OF 271 EDWARD STREET, CALVARY HOSPITAL, KOORINGAL MALL AND GRIFFITH BASE HOSPITAL of the one part

AND

Employees engaged in the occupations of private diagnostic radiography, ultrasound, nuclear medicine, dark room, clerical duties, domestic duties and associated work at 271 Edward Street, Calvary Hospital, Kooringal Mall and Griffith Base Hospital 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 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.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

PART A

1 TITLE OF AGREEMENT

This agreement shall be known as Wagga Medical Imaging Agreement 1.

2 INTENTION AND LOCATION

This agreement shall apply to the parties hereto in relation to diagnostic radiography, ultrasound, nuclear medicine, dark room, clerical, domestic duties and associated work of the practice of the Employers at 271 Edward Street, Wagga, Calvary Hospital, Hardy Avenue, Wagga, Kooringal Mall, Shop 40, Kooringal Mall, Lake Albert Road, Wagga and Griffith Base Hospital, Griffith.

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 radiographers, sonographers, dark room persons, nuclear medicine technologists, clerks, domestics and employees of the practice (including those previously regulated by the NSW Clerk's Award).

5 ARRANGEMENT

PART A

Clause No

Subject Matter

- 1 Title of Agreement
- 2 Intention and Location
- 3 Duress
- 4 Coverage of Agreement
- 5 Arrangement
- 6 Variation of Agreement
- 7 Position
- 8 Ordinary Hours
- 9 Classifications
- 10 Salary Package
- 11 Payment
- 12 Period of Employment
- 13 Leave
- 14 Annual Leave Loading
- 15 Part Time
- 16 Casual Pay

[Handwritten signatures and notes in the right margin, including 'Wagga', 'Local Unit', 'Hanna', 'Kooringal', 'Griffith', 'B. L...', 'C. B...', 'Tr Dayton', 'M. L.', 'T. M. G. B...', 'J. Parkinson', 'M. E. B...']

[Handwritten signatures in the bottom left and center, including 'J. Frost', 'Andrea Whitaker', 'Sullivan', 'V. Reynolds']

17	Uniform and Name Badge
18	Travel
19	Superannuation
20	Consultation
21	Grievance Procedure
22	Disputes Procedure
23	Terms of Employment
24	Termination of Employment
25	Definitions
26	Copy of Agreement
27	Nominal Term of Agreement

PART B

Monetary Amounts

Table 1	Wages
Table 2	Amounts

6 VARIATION OF AGREEMENT

The terms of this agreement are to be reviewed from time to time and may be varied by mutual consent of the parties to this agreement at any time in accordance with S125 of the Industrial Relations Act 1991.

7 POSITION

The Employee reports to the immediate supervisor who is responsible for directing the Employee.

8 ORDINARY HOURS

The ordinary hours of work for full time Employees are a maximum fo 40 hours per week averaged over a 52 week period. The ordinary hours of work are as mutually agreed. Ordinary hours may be worked between 6am and 9pm on any day of the week (other than Employees to whom an Award previously applied whose spread of ordinary hours is as set out in Part B) in accordance with the Employee's Individual Employment Agreement and the roster displayed in the workplace. Tea breaks of up to 10 minutes are allowed. Break times are determined by the circumstances. Work outside ordinary hours in excess of the ordinary hours is voluntary and paid at overtime rate in accordance with the individual agreement. All time worked between normal starting and ceasing time each day shall be at ordinary rates of pay.

9 CLASSIFICATIONS AND DEFINITIONS

Employees are classified as defined:

SENIOR RADIOGRAPHER, SENIOR NUCLEAR MEDICINE TECHNOLOGIST AND SENIOR SONOGRAPHER.

Means a person appointed in charge of a section of the Department within the Practice by selection and carries out other duties from time to time as directed.

ASSISTANT CHIEF RADIOGRAPHER, ASSISTANT CHIEF NUCLEAR MEDICINE TECHNOLOGIST AND ASSISTANT CHIEF SONOGRAPHER.

Means a person second in charge of the Department within the Practice who would deputise for the chief when the chief is absent, by selection and carries out other duties from time to time as directed.

CHIEF RADIOGRAPHER, CHIEF NUCLEAR MEDICINE TECHNOLOGIST AND CHIEF SONOGRAPHER.

Means a person who is in charge of X-Ray, Nuclear Medicine Department or Ultrasound within the Practice, by selection, and carries out other duties from time to time as directed.

RADIOGRAPHER, NUCLEAR MEDICINE TECHNOLOGIST, SONOGRAPHER.

1st year of service
 2nd year of service
 3rd year of service
 4th year of service
 5th year of service
 6th year of service
 7th year of service
 8th year of service

Means a person working in one of the above occupations according to the period of service (with the practice in the occupation), and employed to perform other duties as directed from time to time.

CHIEF ADMINISTRATOR

This means a person in charge of Administration within the Practice by selection and carries out other duties from time to time as directed.

CLERKS

All adult employees shall be graded in one of the following grades and informed accordingly in writing within fourteen days of appointment in the position held by the employee:

Means a person who carries out other duties from time to time as directed.

a) GRADE 5

Means an adult employee who:

Works under direct supervision (as defined hereunder) and who for a major part of the time performs routine or repetitive clerical duties involving the application of clearly prescribed standard practices which require the exercise of limited discretion. Without limiting the generality of the foregoing figures, matching documents, sorting or filing papers, handling mail.

b) GRADE 4

Means an adult employee who:

- (1) Works under general supervision (as defined hereunder) performing clerical duties which involves the exercise of some initiative and minor decision making within a regular work routine, and/or

Johanna⁵ Hart
Carol Whit
D. Sully
Wendy Thack

- (11) For a major part of the time operates a switchboard, and/or
- (111) Is employed as a typist and who falls within the of Grades 2 or 1.

c) GRADE 3

Means an adult who possess the necessary skills and is classified as one of the following and who does not fall within the definitions of Grade 2 or 1: stenographer, comptometer operator, ledger posting or similar accounting machine operator, data processing machine operator, tabulating machine operator, computer operator, card punch machine operator, verifier operator.

d) GRADE 2

Means an adult employee who:

- (a) Is capable of and may perform the duties of Grade 5, 4, or 3 Clerks and who performs clerical duties under limited supervision (as defined hereunder), receives limited instructions which relate 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 judgement and possesses a requisite knowledge of office procedures and of the employer's business, and/or
- (b) Is required to supervise and/or control the work of other clerks (excluding typists and stenographers), a typist pool and/or the work of bookkeeping and/or comptometer operator.

e) GRADE 1

Means an adult employee who:

- (a) Is capable of and may perform the duties of a Grade 5, 4, 3 or 2 Clerks and who is fully competent in his/her work, requires little guidance in the performance thereof, exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of office procedures and of the employer's business and/or
- (b) 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.

DOMESTIC SUPERVISOR

Means a person approved in charge of the Domestic Department within the Practice by selection, and carries out other duties from time to Btime, as stipulated in Individual Agreement.

DOMESTIC

Means a person employed to carry out Domestic duties as stipulated and carries out other duties from time to time, as stipulated in Individual Agreement.

10 WAGE PACKAGE

The Employee's hourly rate of pay is as set out in the Employee's Individual Employment Agreement and is to be not less than the hourly rate set out in Part B of 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.

Handwritten signatures and names:
T. Deegan
M. Haines
R. Haines
Amiens
V. Hymell
J. Frost
Sullivan
M. Haines
D. Sully
Wendy Thack
C. Whit
D. Sully
Wendy Thack

The Employee acknowledges that for receiving payments as agreed under the Individual Employment Agreement he/she understands that all entitlements not specifically mentioned herein are included as part of the wage package.

The wage package is reviewed on the anniversary of employment or in accordance with this Agreement or with Individual Agreement taking into account the Employee's performance in achieving the accountabilities of the position, agreed goals, undertakings and responsibilities, CPI movements, Productivity, changing responsibilities and employment environment and national, state wage case and industry wage adjustments and decisions of government which affect the Employer and the practice.

11 PAYMENT

Payment is made by cheque or by direct deposit into the Employee's nominated account.

12 PERIOD OF EMPLOYMENT

The Employee acknowledges that a trial period of 3 months be undertaken before employment is confirmed and letter of employment provided. Full-time and part-time employment is ongoing; casual and temporary employment is as agreed.

In the case of the Employer providing literature, facilities and time for further education eg. Sonographer, or CT training to an Employee it would be deemed appropriate for such Employee to be prepared to continue employment for at least one year after such training, within reason.

13 LEAVE

(a) 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 observed as a public holiday for the whole of the state.

Annual - In accordance with Annual Holidays Act 1944

(b) Annual Holidays entitlement is at the rate of 20 working days at the completion of each year of service. Leave is rostered in order of receipt of applications in accordance with practice policy.

SERVICE

Service means the full period of the Employee's employment.

PAYMENT FOR LEAVE

Except on termination of employment payment is not to be made in lieu of leave.

Leave is to be paid at the Employee's ordinary pay.

Such ordinary pay does not include:

Overtime or penalty rates other than shift allowances relating to ordinary hours worked and week-end penalties relating to ordinary hours worked.

Payment is made in advance at the time of taking leave or termination of employment as the case may be.

On death: Upon request of Employee's personal representative. Payment in this case is made only on production of probate or letters of administration.

Signature: J. Frost

Handwritten signatures and notes at the bottom of the page, including names like 'J. Frost', 'Sullivan', 'D. Jones', 'R. Daines', 'V. Dymally', 'W. Hamill', 'A. Williams', 'M. E. Jones', 'A. Williams', 'J. Dymally', 'W. Hamill', 'M. E. Jones', 'A. Williams', 'J. Dymally', 'W. Hamill', 'M. E. Jones', 'A. Williams'.

17 UNIFORM AND NAME BADGE

The following requirements are to be observed at all times on the practice premises, and whilst carrying out practice duties during business hours, except under extraordinary conditions.

FEMALE PERSONNEL - (ULTRASOUND, RADIOGRAPHY, OFFICE STAFF AND NUCLEAR MEDICINE).

WHITE SHIRT - CHOICE OF 4 STYLES
 NAVY BLUE SKIRT - CHOICE OF 2 STYLES
 NEUTRAL/SKIN TONE STOCKINGS/PANTY HOSE
 BLACK/NAVY BLUE FLAT OR SQUAT HEEL SHOES
 (HIGH HEELED SHOES ARE **NOT** APPROPRIATE)
 JADE/NAVY CARDIGAN/VEST

Annual clothing allowance (as determined) to replace worn articles.

Name badge as supplied by Wagga Medical Imaging is to be worn on premises during business hours, and must be visible at all times.

SUPPLIED BY WAGGA MEDICAL IMAGING - To Sonographers, Radiographers, Office Staff and Nuclear Medicine Technologists

3 SKIRTS (Style determined).
 3 WHITE SHIRTS (Style determined).
 1 JADE/NAVY CARDIGAN/VEST (Style determined).

FEMALE PERSONNEL - DOMESTIC STAFF

JADE DRESSES - CHOICE OF 2 STYLES
 NAVY SLACKS - AS DETERMINED
 WHITE BLOUSES - CHOICE OF 4 STYLES
 NAVY CARDIGAN/VEST
 BLACK/NAVY BLUE FLAT OR SQUAT HEEL SHOES
 NEUTRAL/SKIN TONE STOCKINGS/PANTY HOSE
 (HIGH HEELED SHOES ARE **NOT** APPROPRIATE)

Annual clothing allowance (as determined) to replace worn articles.

Name badge as supplied by Wagga Medical Imaging is to be worn on premises during business hours, and must be visible at all times.

SUPPLIED BY WAGGA MEDICAL IMAGING - to Domestic Staff

3 JADE DRESSES - (Style determined).
 1 NAVY CARDIGAN - (Style determined).
 OR
 2 JADE DRESSES - (Style determined).
 1 NAVY SLACKS - (Style determined).
 2 BLOUSES - (Style determined).
 1 NAVY CARDIGAN - (Style determined).

MALE PERSONNEL - (ULTRASOUND, RADIOGRAPHY STAFF AND NUCLEAR
MEDICINE TECHNOLOGIST)

WHITE SHIRT - LONG OR SHORT SLEEVE
NAVY BLUE TROUSERS
NAVY BLUE TIE
NAVY/JADE BLUE JUMPER/VEST/CARDIGAN
BLACK/NAVY BLUE SHOES

SUPPLIED BY WAGGA MEDICAL IMAGING - SONOGRAPHERS, RADIOGRAPHERS,
NUCLEAR MEDICINE
TECHNOLOGISTS

2 TROUSERS - (Style determined).
3 SHIRTS - (Style determined).
2 TIES - (Style determined).
1 NAVY/JADE JUMPER/CARDIGAN OR VEST

Annual clothing allowance (as determined) to replace worn articles.

Name badge as supplied by Wagga Medical Imaging to be worn on premises during business hours, and are to be visible at all times.

Additional articles (determined articles) over the annual allowance (as determined) to be at the cost of the Employee.

The Employee is required to launder/dryclean uniforms as per care requirements on garments.

Any alterations to garments are to be done professionally.

18 TRAVEL

An allowance of 44 cents per kilometre travelled between practice locations, other than to and from first and last place of work on the day is paid.

19 SUPERANNUATION

The Employer is to contribute superannuation as prescribed by statute.

20 CONSULTATION

The Employee is to be consulted by the Employer on decisions which affect him/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 21 of this agreement. This does not negate the employees right to withdraw his services.

21 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 his/her Individual 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 immediate supervisor and the immediate supervisor is to discuss the matter with the employee in the first instance. If not resolved the matter is to be discussed Bwith the Chief Administrator. Any matter not resolved is to be referred to the Managing Practice Partner whose decision, subject to appeal and clause 22, in the matter is final.

22 DISPUTES PROCEDURE

Disputes are to be resolved in accordance with the grievance procedure in clause 21 after being referred to the Partners for review and discussion and if not resolved in accordance with the grievance procedure of S 185 (2) of the Industrial Relations Act 1991 after which it may be referred for colciliation and/or arbitration to the Industrial Relations Commission of New South Wales or to an independent third party or parties.

23 TERMS OF EMPLOYMENT

- (a) The terms and conditions that cover the employment are:
 - (i) Policies and procedures of the practices;
 - (ii) Code of ethics of the Australian Medical Association;
 - (iii) Confidentiality of patient information;
 - (iv) Principles of practice issued by RACR;
 - (v) Any notices issued by the Employer from time to time;
 - (vi) Any agreements between an Employee and the Employer which shall form part of the Employee's Individual 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, Radiation Safety Act 1993.
- (b) Keeping of wages and time records, recovery of wages and penalties for breach of agreement are in accordance with the Industrial Relations Act 1991.
- (c) Nothing in this agreement is to operate to reduce the hourly rate of pay paid to the Employee at the date of signing of this agreement.

24 TERMINATION OF EMPLOYMENT

2 weeks notice, or more or less by mutual agreement, on either side or payment or forfeiture of 2 weeks pay as the case may be is required, or less by mutual agreement to terminate the employment except in the case of misconduct. When the conduct of an employee justifies instant dismissal such notice of termination of employment shall not apply.

M.F. Bay

 G. Frost

 R. Haines

 A. Whitaker

 Tracy

 Sullivan

 [Other illegible signatures and names]

25 DEFINITIONS

"Individual Agreement" means the individual Employee's employment agreement with the practice. The terms and conditions of Individual Employment Agreement replace any less favourable inconsistent terms and conditions 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 other than Employees to whom the Clerks (State Award) would otherwise apply. Then that award shall apply to those employed in relation to hours.

"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.

26 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.

27 NOMINAL TERM OF AGREEMENT

This agreement is to operate from the date of registration and remain in force for a nominal 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 nominal term has expired until one of the parties gives notice of termination. After expiration of the nominal term either party may terminate the agreement by giving three months notice to the other party.

[Handwritten signatures and initials]
Wendy
Johanna
R. Staines
T. Deighton
M. [unclear]
M. [unclear]
J. [unclear]
T. [unclear]
T. [unclear]
A. [unclear]
A. [unclear]
Sullivan
[unclear]

SIGNED by the Employees)

1) LAWRENCE A)

2) STEBANYCKYJ M)

3) SIMONS MRS P)

4) CHAPMAN MRS L)

5) RETHUS MR G)

6) FULMER MRS J)

7) BECKWITH MR T)

8) FROST MRS J)

9) LEWIS MR P)

10) VERRI MRS J)

11) THOMPSON MRS W)

12) OBST MRS C)

13) TYRRELL MRS V)

14) MCGREGOR MR R)

15) WISHART MRS K)

16) ~~SMITH MRS L~~)

17) SILINZIEDS MRS D)

18) TAYLOR MRS S)

19) BOOTH MRS T)

20) SULLIVAN MRS G)

21) BOYTON MRS M)

22) BREASLEY MRS K)

.....

Quinn
Quinn

Les Roll

Fulmer
J. Beckwith

J. Frost

P. Lewis

Jill M. Verr

W. Thompson
Obst

V. Tyrrell

R. McGregor

T. Booth

G. E. Sullivan

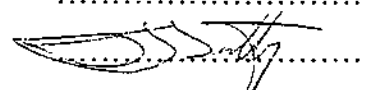
M. P. Boyton

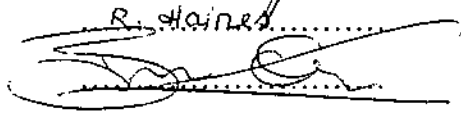
Breasley

- 23) McMAHON MRS C)
- 24) DEAYTON MISS T)
- 25) WHITAKER MRS A)
- 26) LANGTRY MISS A)
- 27) BENTLEY MISS K)
- 28) HAINES MISS R)
- 29) QUICK MR B)
- 30) HANLON MISS M)
- 31) MENZ MS L)
- 32) NICHOLSON MRS B)
- 33) HILTON MISS T)
- 34) MYSKO MISS A)
- 35) PARKINSON MRS J)
- 36) KING MISS L)
- 37) HAWKINS MISS J)
- 38) GOODALL MISS N)
- 39))
- 40))

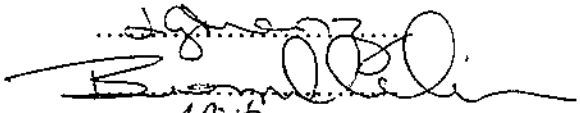
b. Dean (Dean) 13

.....
Andrea Whitaker

.....


.....
R. Haines


M. Hanlon

.....


.....
T. Hilton

.....
A. Mysko

.....
J. Parkinson

.....
King

.....
J. Hawkins

.....
M. Goodall

Before Me:)
 Witness Signature)
 (PRINT NAME))
 Date: 28-2-94.

John Ray Smith

John Ray Smith.

SIGNED by the Employer
LAWRAD TRADING AS
WAGGA MEDICAL IMAGING
Before Me:

Witness Signature
(PRINT NAME)

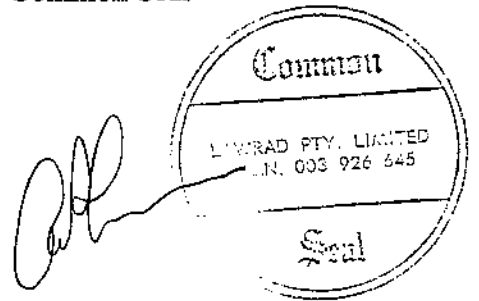
John Ray Smith

Date

2-3-94



Common Seal



PART B

MONETARY AMOUNTS

Basic Wage for Adult Males \$121.40 per week.

TABLE 1 WAGES

The hourly rate of pay for ordinary hours of employment is to be , where an award would otherwise apply, not less than the award rate applicable from time to time for the Employee.

The Minimum hourly rates are:

Radiographers		\$12.40
Nuclear Medicine		\$12.40
Ultrasonographers		\$12.40
Clerks	Junior	\$3.93
	Grade 1	\$9.60
	Grade 11	\$10.15
	Grade 111	\$10.40
	Grade 1V	\$10.65
	Grade V	\$11.10

The spread of ordinary hours per Clerks are between 6am and 6pm Monday to Friday and 6am and 12 noon on Saturday.

Saturday Loading	\$10.90
Domestic	\$9.50

TABLE 2 ALLOWANCE

Travelling 44 cents/kilometre
Uniforms \$200 per year

CASUALS 15%; Clerks 20%

LOADINGS

Annual Leave 1/12

[Handwritten signatures and notes]

A. Whitaker
W. Doughty
M. J. ...
Levallet
R. Haines
M. ...
Shank
Sharma
Barli
M. ...
M. ...
M. ...
M. ...

[Signature] K. BENTLEY
[Signature] W. Thompson
 Carol Obst
 Johanna Hawkins
 Naomi Goodall

[Signature]
 Bruce [unclear]
[Signature]
 Bronwyn [unclear]
[Signature]
 R. Haines
 RESTIUS

[Signature]
 DEAYTON
[Signature]
 M.E. [unclear]
 [unclear]
 V. Dymell
 A. Whitaker

LAWRAD PTY LTD TRADING AS WAGGA MEDICAL IMAGING

MADE

BETWEEN

LAWRAD PTY LTD TRADING AS WAGGA MEDICAL IMAGING

AND

EMPLOYED IN THE OCCUPATIONS OF PRIVATE DIAGNOSTIC RADIOLOGY, SONOGRAPHY, NUCLEAR MEDICINE, DARK ROOM, CLERICAL AND CLEANERS AND ASSOCIATED WORK.

FROM 199
 TO 199

ENTERPRISE AGREEMENT

Filed by:

AUSTRALIAN INDUSTRIAL RELATIONS PTY LTD
 GPO BOX 1472
 SYDNEY NSW 2001

FAX (02) 3681638
 TEL (02) 3681311