

# ENTERPRISE AGREEMENT

NO: E.A. 344 /1994

DATE REGISTERED: 9-9-94

PRICE: \$ 28-00

# **AGREEMENT**

## **NUCLEAR IMAGING WESTMEAD ENTERPRISE AGREEMENT No.1**

**MADE** the 10th day of May 1994

**THIS AGREEMENT** is made in pursuance of the Industrial Relations Act 1991: NSW (the Act) in accordance with the provisions of sections 115-145 of the said Act, entered into

### **BETWEEN**

The Practice of Drs SM Gruenewald, DC Farlow, G Larcos & KKL Choong of Nuclear Imaging Westmead of The Specialist Medical Centre, 151-155 Hawkesbury Rd, Westmead NSW 2145, (the Enterprise Employer) of the one part

### **AND**

Employees engaged in the occupations of nuclear medicine technologist and echocardiographer at Nuclear Medicine Centre (the employees) 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 agreed wages, allowances, hours of work and working arrangements set out in this agreement are to continue until varied by mutual consent.

**IT IS AGREED BY THE PARTIES AS FOLLOWS:**

**PART A**

**1 ARRANGEMENT**

Part A

Clause No	Subject Matter
1	Arrangement
2	Title of Agreement
3	Parties to Agreement
4	The Enterprise
5	Occupations
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Part B

Monetary Amounts

Table 1	Wages
Table 2	Amounts

**2 TITLE OF AGREEMENT**

This agreement shall be known as "Nuclear Imaging Westmead Enterprise Agreement No.1".

**3 PARTIES TO AGREEMENT**

The parties to this agreement are:  
Drs SM Gruenewald, DC Farlow, G Larcos & KKL Choong (The Enterprise Employer):

and

Employees engaged in the occupations set out in clause 5 of this Agreement.

**4. THE ENTERPRISE**

The Enterprise for which this agreement is made is:

Nuclear Imaging Westmead, The Specialist Medical Centre, 151-155 Hawkesbury Rd, Westmead, NSW, 2145

**5 OCCUPATIONS**

This agreement shall apply in relation to the occupations of nuclear medicine technology, echocardiography and associated work of the practice of the Enterprise Employer.

**6 DURESS**

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

## **7 COVERAGE OF AGREEMENT**

This agreement shall regulate totally the terms and conditions of employment of all nuclear medicine technologist and echocardiography employees of the practice.

## **8 VARIATION OF AGREEMENT**

The terms of this agreement are to be reviewed from time to time and may be varied in accordance with s 125 of the Industrial Relations Act by mutual consent of the parties to this agreement at any time.

## **9 POSITION**

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

Work and place of work are as necessary and directed.

## **10 DEFINITIONS**

"Individual Employment Agreement" means the individual Employee's employment agreement with the practice. A term of the Employees' Individual Agreement replaces any less favourable or inconsistent term of the Enterprise Agreement otherwise the Enterprise Agreement applies.

"Full-Time" means working a minimum of 38 hours and 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.

## **11 ORDINARY HOURS**

### **a) Full time employees**

The ordinary hours of work for full time employees are a minimum of 38 hours and a maximum of 40 hours per week averaged over a 52 week period. Hours worked are as mutually agreed.

### **b) Part-time, casual and temporary employees**

The ordinary hours of work for part-time, casual and temporary employees are as mutually agreed. Ordinary hours may be worked between 8 am and 5 pm or as otherwise agreed on any day of the week in

accordance with the Employee's Individual Employment Agreement and the roster displayed in the workplace.

**c) Breaks**

Employees are allowed up to a 30 minute unpaid lunch break. Break times are determined by the circumstances. Employees are allowed tea breaks.

**12 WORK OUTSIDE ORDINARY HOURS**

Work as necessary to complete procedures is considered as part of normal working hours, unless agreed as overtime.

Work outside rostered and/or ordinary hours in addition to the ordinary hours where agreed as overtime is paid at the hourly rate x 1.5 for the 1st 2 hours, thereafter hourly rate x 2/ or as set out in the Individual Employment Agreement/ or by mutual agreement the Employee is granted time off in lieu on a time for time basis.

**13 CLASSIFICATIONS**

Employees are classified as follows:

**Classification**

Chief Nuclear Medicine Technologist/Echocardiographer  
Senior Nuclear Medicine Technologist  
Nuclear Medicine Technologist

**14 WAGE PACKAGE**

The Employee's hourly rate of pay is as set out in the Employee's Individual Agreement and will be not less than the hourly rates 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.

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

The wage package is reviewed in consultation with the employee not less than once a year taking into account the Employee's experience, knowledge, skills, attitude, attributes and performance in achieving the requirements of the position, mutually agreed objectives and goals, undertakings and responsibilities, CPI movements, productivity, patient numbers, normal working times, changing responsibilities and employment environment and national, state wage case and industry

wage adjustments and decisions of government which affect the Employers and the Practice.

#### **15 PAYMENT**

Payment is made by direct deposit into the Employee's nominated account after the agreed pay period.

#### **16 PERIOD OF EMPLOYMENT**

Full-time and part-time employment is ongoing; casual and temporary employment is as agreed.

#### **17 PUBLIC HOLIDAYS**

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 for the whole of the State.

#### **18 ANNUAL HOLIDAYS**

Annual holidays entitlement are in accordance with the Annual Holidays Act 1994. Annual holidays entitlement to be paid when taken 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.

#### **19 LONG SERVICE LEAVE**

Long service leave is in accordance with the Long Service Leave Act 1955. Long service leave is 2 months after 10 years and a further 1 month after each additional 5 years continuous service.

#### **20 PARENTAL LEAVE**

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

#### **21 SICK LEAVE**

Sick leave for genuine personal illness or injury is 2 weeks per annum. If required, proof of illness is to be by medical certificate, statutory declaration or second medical opinion.

**22 BEREAVEMENT LEAVE**

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

**23 FAMILY & SPECIAL LEAVE**

Time off is as agreed with the Employer.

**24 JURY SERVICE**

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.

**25 ANNUAL LEAVE LOADING**

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

**26 PART - TIME**

A part-time employee is entitled to full-time employee benefits on a pro rata basis. The hourly rate is as set out in Part B of this Agreement is calculated as 1/38 of the weekly rate of a full-time Employee.

**27 CASUAL PAY**

A casual employee is paid loadings to cover public holidays and sick and annual leave as set out in Part B of this Agreement. The payment is in addition to the hourly rate set out in Part B of this Agreement.

**28 TEMPORARY**

Employment as a temporary is as agreed and set out in the Employees' Individual Agreement.

**29 TRAVEL**

An allowance for kilometres travelled between practice locations as set out in Part B of this agreement is paid, other than to and from (or equivalent kilometres) the first place of work on the day.



### **30 UNIFORMS & NAME BADGE**

On commencement of employment two new uniforms (including skirts & blouses) are supplied by the Employer. Thereafter, uniforms may be replaced to the cost per annum set out in Part B of this Agreement.

Name badges are to be worn at work.

Uniforms and name badges are to be returned on leaving employment.

### **31 SUPERANNUATION**

The Employer is to contribute superannuation as prescribed by statute and as set out in the Employee's Individual Agreement.

### **32 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 33 of this Agreement within a reasonable time.

### **33 GRIEVANCE PROCEDURE**

If the Employee or the Employer has any grievance, 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 with the Chief Nuclear Medicine Technologist. Any matter not resolved is to be referred in writing to the Practice Employer for review and discussion; or referral back for reconsideration; or referral as necessary for recommendation; or inquiry, decision and direction by the Practice Partners. Work to proceed as normal at all times. A grievance includes any problem or concern or conflict on any matter capable of being included in an Award or concerning the interpretation, application or operation of this agreement or his/her Individual Agreement or concerning discrimination in employment within the meaning of the Anti-Discrimination Act 1977.

### **34 DISPUTES PROCEDURE**

Any dispute is to be dealt with in accordance with the grievance procedure in clause 33. Any dispute not resolved in accordance with the grievance procedure may be referred for conciliation and/or arbitration to the Industrial Relations Commission of NSW or to an independent third party or parties.

### **35 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 ANZSNM, ANZAPNM and ASUM;
  - 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. This Agreement prevails in the case of a conflicting term of any of the above; and
  - vii) 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 usual rate of pay paid to the Employee at the date of the signing of this Agreement.

### **36 PROBATION**

Employment of a new Employee is subject to a two month probationary period, during which performance is to be reviewed and if not to the satisfaction of the Employer or the Employee the employment may be extended for a further period of probation or maybe terminated in accordance with clause 37 of this agreement.

### **37 TERMINATION OF EMPLOYMENT**

Two weeks notice, or more or less by mutual agreement, on either side or payment or forfeiture of two week's pay as the case may be is required, to terminate the employment except in the case of misconduct. Serious misconduct is liable to result in immediate suspension pending investigation of the matter and/or termination of employment.

**38 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.

**39 NOMINAL TERM OF AGREEMENT**

This agreement is to operate from the date of registration and remain in force for a nominal term of 2 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.

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PJ BQ

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SIGNED by the Employees

PRINT NAME:

SIGN:

1) Ms. Veronica Hanrahan )

*[Handwritten signature]*

2) Mrs. Joanne Edgar )

*J. Edgar*

3) Mrs. Pam Beirnie-Docherty )

*P. Beirnie-Docherty*

Before me: )

*[Handwritten signature]*

Witness signature )

*[Handwritten signature]*

PRINT NAME )

*PATRICIA McINTOSH*

Date: )

*24-5-94*

SIGNED by the Employers

Dr. Simon M. Gruenewald )

*[Handwritten signature]*

Dr. David C. Farlow )

*[Handwritten signature]*

Dr. George Larcos )

*[Handwritten signature]*

Dr. Kevin K. L. Choong )

*[Handwritten signature]*

NUCLEAR IMAGING WESTMEAD

Before me: )

Witness signature )

*[Handwritten signature]*

(PRINT NAME) )

*A. RUSTIN*

Date: )

*24/5/94*

## MONETARY AMOUNTS

Basic Wage for Adults: \$121.40 per week

**TABLE 1 WAGES**

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

The minimum hourly rates are:	\$ per Hour
Chief Nuclear Medicine/Echocardiography Technologist	21.82
Senior Nuclear Medicine/Echocardiography Technologist	18.69
Nuclear Medicine Technologist (Year 1)	12.30
Nuclear Medicine Technologist (Year 2)	12.75
Nuclear Medicine Technologist (Year 3)	13.44
Nuclear Medicine Technologist (Year 4)	14.14
Nuclear Medicine Technologist (Year 5)	14.88
Nuclear Medicine Technologist (Year 6)	15.62
Nuclear Medicine Technologist (Year 7)	16.35
Nuclear Medicine Technologist (Year 8)	17.20

## TABLE 2

## ALLOWANCE

Uniforms	\$ 180 per annum
Casuals	
	-Annual Leave 1/12
	-Loading 17%
Travel	
	-reimbursement for train/bus/taxi fares
	-for private vehicles (engine capacity)
	up to 1600cc 41.1c/km
	1601-2000cc 49
	2001-3000cc 52.4c/km
	over 3000cc 55.9c/km

NUCLEAR IMAGING WESTMEAD  
ENTERPRISE AGREEMENT No.1

MADE BETWEEN

NUCLEAR IMAGING WESTMEAD  
(The Enterprise Employer)

AND

Veronica Hanrahan, Joanne Edgar & Pam Biernie-Docherty

EMPLOYED IN THE OCCUPATIONS OF NUCLEAR MEDICINE  
TECHNOLOGY, AND ASSOCIATED WORK (The Employees)

FROM May 1994

TO May 1996

ENTERPISE AGREEMENT

Filed by: AUSTRALIAN INDUSTRIAL RELATIONS PTY LTD  
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