

ENTERPRISE AGREEMENT

NO: E.A. 490 /1994

DATE REGISTERED: 16-12-94

PRICE: \$ 32-00

1
AGREEMENT

ENTERPRISE AGREEMENT

MADE the twenty eighth day of April 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

+ GRANITO HOLDINGS PTY. LTD. Trading as North Shore Nuclear Medicine [the Enterprise Employer] for the Practice of Dr. R.A. Cooper

of the one part

AND ANNE MOASE
SALLY RAYMOND

Employees of the Enterprise Employer engaged in the occupation of nuclear medicine technologist of the other part.

WHEREAS

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

The parties agree that the agreed 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

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1	Arrangement
2	Title of Agreement
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Part B

Monetary Amounts

Table 1	Wages
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2 TITLE OF AGREEMENT

This agreement shall be known as

Enterprise Agreement 1.

3 PARTIES TO AGREEMENT

The parties to this agreement are:

The Enterprise Employer [hereinafter referred to as 'the Employer']:

GRANITO HOLDINGS PTY. LTD
TRADING AS
NORTH SHORE NUCLEAR MEDICINE

of

MATER MISERICORDIAE HOSPITAL
ROCKLANDS ROAD
CROWS NEST NSW 2065

and ANNE MOASE
SALLY RAYMOND

Employees of the Employer engaged in the occupation set out in clause 5 of this agreement.

4 THE ENTERPRISE

The Enterprise for which this agreement is made is:

NUCLEAR MEDICINE

located at:

MATER MISERICORDIAE HOSPITAL
ROCKLANDS ROAD
CROWS NEST NSW 2065

5 OCCUPATIONS

This agreement is to apply in relation to the occupation of nuclear medicine technologist at the Practice of the Employer.

6 DURESS

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

7 COVERAGE OF AGREEMENT

This agreement is to regulate totally the terms and conditions of employment of all employees in the occupations in clause 5 at the Practices of the Employer.

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 on the Industrial Relations Act by mutual consent of the parties to this agreement at any time.

9 POSITION

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

Work and place of work are as necessary and directed.

10 DEFINITIONS

"Individual Agreement" means the individual Employee's employment agreement with the practice. A term of the Employee's Individual Agreement replaces any less favourable inconsistent term 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. The Employee's agreed hours are as set out in the Individual Agreement.

"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 maximum of 40 per week averaged over a 52 week period. Ordinary hours for each Employee are as set out in the Employee's Individual Employment Agreement. Hours may be varied by mutual consent at any time. Ordinary hours are to be worked between the times agreed on any day of the week in accordance with the Employee's Individual Employment Agreement and the roster displayed at the workplace.

b) Part-time, casual and temporary employees

The ordinary hours of work for part-time, casual and temporary employees are as mutually agreed and set out in the Employee's Individual Agreement.

c) Breaks

Employees are allowed tea breaks. Employees are allowed up to a ½/1 hour unpaid lunch break. Break times are determined by the circumstances. Where by mutual agreement any part of the lunch break is unable to be taken it is to be paid at ordinary pay or the Employee is allowed time off in lieu on a time for time basis at a mutually agreed time.

12 WORK OUTSIDE ORDINARY HOURS

Work as necessary to complete procedures is comprehended as part of normal working hours unless agreed as overtime. Work at any time other than normal working hours is overtime where agreed. Overtime is compensated as agreed as set out in the Employee's Individual Agreement. If mutually agreed the Employee is granted time off in lieu on a time for time basis at an agreed time.

13 CLASSIFICATIONS

Employees are classified as follows:

Classification

Nuclear Medicine Technologist

14 WAGE PACKAGE

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

The Employee acknowledges that for receiving payment as agreed under the Individual Employment Agreement he/she understands that the payment comprehends all necessary features of the work and covers all entitlements not specifically mentioned herein which are included as part of the wage package.

It is agreed that a normal working day is calculated at 8½ hours at normal rates of pay: thereafter the next 2 hours to be paid at time and one half: thence at double time.

The wage package is reviewed by the Employer from time to time taking into account the Employee's experience, knowledge, skills, attributes, attitude and performance in achieving the requirements of the position, agreed goals, undertakings and responsibilities, normal working times, productivity, patient

numbers, changing responsibilities and employment environment and CPI movements, national, state wage case and industry wage adjustments and decisions of government which affect the Employer and the Practice.

The procedure for the review is to be as mutually agreed so that the review is fair and equitable and the criteria is consistently applied.

15 PAYMENT

Payment is made weekly by cheque or 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 and generally observed for the whole of the State.

18 ANNUAL LEAVE

Annual leave is in accordance with the Annual Holiday Act 1944. [Annual leave entitlement to be paid when taken is at the rate of 4 weeks 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, other than intentional self inflicted illness or injury or work from another place, is in accordance with the Employee's Individual Agreement with a minimum of one week on full pay each year. 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, brother-in-law, sister, sister-in-law, child, step child, grandparents or parents-in-law.

23 FAMILY & SPECIAL LEAVE

Time off is as agreed with the Employer.

24 ANNUAL LEAVE LOADING

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

25 PART - TIME

A part - time employee is entitled to full-time employee benefits on a pro rata basis.

26 CASUAL PAY

A casual employee is paid loadings to cover annual leave, public holidays and sick leave as set out in Part B of this agreement by inclusion of the loadings within the Employee's hourly rate of pay.

27 TEMPORARY

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

28 SUPERANNUATION

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

29 CONSULTATION

The Employee is encouraged to express opinions, complaints, suggestions and ideas to the Employer through the immediate supervisor who is responsible to attend to the matter raised or to refer the matter for answer or action.

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 31 of this agreement.

30 GRIEVANCE PROCEDURE

If an Employee or the Employer has any grievance the Employee is to discuss the matter with the designated 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 referred in writing to Dr. Cooper.

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 the Employee's Individual Employment Agreement or concerning discrimination in employment within the meaning of the Anti-Discrimination Act 1977.

31 DISPUTES PROCEDURE

Disputes are to be dealt with in accordance with the grievance procedure in clause 31. Any dispute not resolved in accordance with the grievance procedure is to be referred for conciliation and/or arbitration to the Industrial Relations Commission of New South Wales or to an independent third party or parties.

Work is to continue as normal at all times.

32 TERMS OF EMPLOYMENT

- a) The terms and conditions that cover the employment are:
- i) This agreement;
 - ii) Policies and procedures of the practices as advised in writing;
 - iii) Code of ethics of the Australian Medical Association;
 - iv) Confidentiality of patient information;

- [v] Principles of practice issued by ANZAPNM, ANZS&M and ASUM;
 - vi] Any notices issued by the Employer from time to time;
 - vii] 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;
 - viii] 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.

33 PROBATION

Employment of a new Employee is subject to a one month probationary period, during which performance is to be reviewed and if not to the satisfaction of the Employer or the Employee the employment can be continued with a further period of probation or may be terminated in accordance with clause 35 of this agreement.

34 TERMINATION OF EMPLOYMENT

Four weeks notice, or more or less by mutual agreement, on either side or payment or forfeiture of equivalent pay as the case may be is required, or less by mutual agreement 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.

35 UNIFORMS & NAME BADGE

There is no requirement to wear a uniform or name badge.

36 TRAVEL

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

37 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.

38 COPY OF POLICIES, LEGISLATION, CODES & C

A copy of policies, legislation, codes and other documents relating to the terms of employment, including a pro forma Individual Agreement is to be kept by the Employer for reference by Employees.

39 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.

40 COUNTERPARTS

This Agreement may be executed in any number of counterparts by the parties hereto as separate counterparts and all the counterparts taken together constitute one and the same instrument.

SIGNED by the Employees]

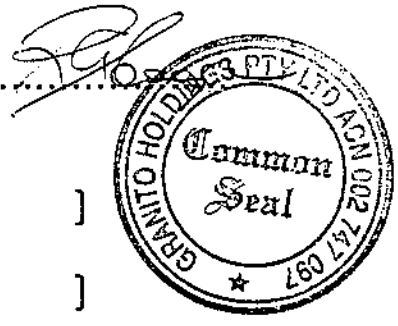
PRINT NAME:

SIGN:

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|------------------|---------------------|
| 1] ANNE MOASE |] <i>A. Moase</i> |
| 2] SALLY RAYMOND |] <i>S. Raymond</i> |
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PART B

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 where an award applies.

The minimum hourly rates are:

	Per Hour \$
Nuclear Medicine Technologist	12.30
Other Worker	

TABLE 2 ALLOWANCE

Casual Loadings	
-Annual Leave	1/12
-Other	15%
Travel	Nil
Uniforms	Nil