

ENTERPRISE AGREEMENT

NO: E.A. 511 /1994

DATE REGISTERED: 28-12-94

PRICE: \$ 32-00

"A"

AGREEMENT

HORNSBY CT, X-RAY & ULTRASOUND  
ENTERPRISE AGREEMENT

MADE the 18th Day of January 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

JEKUTE PTY LTD (The Enterprise Employer)  
of 53 Palmerston Road, HORNSBY NSW 2077 of the one part

AND

Employees engaged in the occupations of private diagnostic radiography, sonography, nuclear medicine, clerical work, dark room, and film delivery at Hornsby.

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 arrangements set out in this agreement are to continue until varied by mutual consent.

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IT IS AGREED BY THE PARTIES AS FOLLOWS:

PART A

1 TITLE OF AGREEMENT

This agreement shall be known as Hornsby CT, X-Ray & Ultrasound Enterprise Agreement.

2 INTENTION & LOCATION

This agreement shall apply to the parties hereto in relation to diagnostic radiography, sonography, nuclear medicine, clerical work, dark room and film delivery of the practice of the Employers at Hornsby.

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 radiography, clerical, sonography, dark room, nuclear medicine and film delivery employees of the practice (including those previously regulated by the Clerks (State) Award and Transport Industry (State) 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	Definitions
8	Position
9	Ordinary Hours
10	Work Outside Ordinary Hours
11	Classifications
12	Wage Package
13	Payment
14	Period of Employment
15	Leave
16	Annual Leave Loading
17	Part Time

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18	Casual pay
19	Uniform & Name Badge
20	Superannuation
21	Consultation
22	Grievance Procedure
23	Disputes Procedure
24	Terms of Employment
25	Probation
26	Termination of Employment
27	Copy of Agreement
28	Nominal Term of Agreement

Part B

Monetary Amounts

Table 1	Wages
Table 2	Amounts
Table 3	Spread of Hours
Table 4	Definitions

6 VARIATION OF AGREEMENT

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

7 DEFINITIONS

"Individual Agreement" means the individual Employee's employment agreement with the practice. The terms 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 38 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 (Locum)" means working for a specified employment period.

8 POSITION

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

Work and place of work are as directed and as necessary.

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14 PERIOD OF EMPLOYMENT

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

15 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 day gazetted and generally observed for the whole of the state.

b) Annual holidays entitlement for full-time employees, to be paid when taken, is at the rate of 20 working days at the completion of each year of service prescribed by the Annual Holidays Act 1944. Leave is rostered in order of receipt of applications in accordance with practice policy.

c) 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.

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

e) Sick leave for proven, genuine, personal illness or injury is 10 days per annum after the probation period. Payment withheld until after the completion of the probationary period is to be made at completion of such period. If required, proof of illness is to be by medical certificate, statutory declaration or second medical opinion.

f) 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, child, step child, grandchild, grandparents or parents-in-law.

g) The employee not exempt and required to attend is to be allowed leave of absence for jury service. The difference between the amount received for jury service and the Employees pay is to be made up by the Employer.

h) Leave without pay is as agreed with the Employer.

16 ANNUAL LEAVE LOADING

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

17 PART-TIME

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

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18 CASUAL PAY

A casual employee is paid allowances for annual leave, public holidays and sick leave as set out in Part B of this agreement.

19 UNIFORMS AND NAME BADGE

Uniforms are supplied or an allowance is paid as agreed from time to time in the Employees Individual Agreement.

Name badges are to be worn at work where supplied.

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

20 SUPERANNUATION

The Employer is to contribute superannuation as prescribed by statute.

21 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 22 of this agreement.

22 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 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 with the Chief Senior Radiographer or the Office Manager. Any matter not resolved is to be referred to the Practice Manager (or the Managing Practice Partner when the position of Practice Manager is not filled) whose decision, subject to appeal and clause 23, in the matter is final.

23 DISPUTES PROCEDURE

Any dispute or any grievance not resolved in accordance with the grievance procedure in Clause 22 is to be referred to the Practice Partners for review and discussion and if not resolved for conciliation and/or arbitration to the Industrial Relations Commission in accordance with the disputes procedure of s185(2) of the Industrial Relations Act 1991 or to an independant third party or parties.

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24 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 Royal Australasian College of Radiologists, The Australian Institute of Radiography and the Australasian Society of Ultrasound in Medicine;
  - 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
  - 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 (as promulgated).
- 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 the signing of this agreement.

25 PROBATION

Employment of a new Employee is subject to a three (3) month probationary period, during which performance is to be reviewed and if not to the satisfaction of the Employer or the Employee the employment is to be terminated in accordance with Clause 26 of this agreement.

26 TERMINATION OF EMPLOYMENT

Two weeks notice, or more or less by mutual agreement, on either side or payment or forfeiture of two weeks 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 termination.

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27 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.

28 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.

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SIGNED by the Employees )

1) SHEILA SPETER )

Sheila Speter

2) Ian Catt. )

Ian Catt.

3) Susan Hong )

Susan Hong

4) Samantha Eberbach )

S. Eberbach

5) Christine Hundy )

Christine Hundy

6) Kerri Barker )

K. Barker

7) Linda Corbin )

Linda Corbin

8) Ina Bombardiere )

Ina Bombardiere

Before me: )

Witness Signature )

(PRINT NAME) )

Date: )

A. M. E. Goy

A. M. E. Goy

11/1/94

9) Gillian L. Arnambart )

G. L. Arnambart.

10) Therese Baldwin )

T. Baldwin

11) Debbie Cochran )

Debbie Cochran

12) MARGARET SORDO )

Margaret Sordo

13) CHRISTINE MCCARTHY )

Christine McCarthy

14) PATRICIA IRVINE )

Patricia Irvine

Before me: )

Witness Signature )

(PRINT NAME) )

Date: )

A. M. P. Coy.  
17/1/94

15) LEONIE KERTESZ )

*L. Kertesz*

16) )

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Before me:

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Witness Signature

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*A. M. C. Goy.*

(PRINT NAME)

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A. M. C. Goy.

Date:

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19) ) .....

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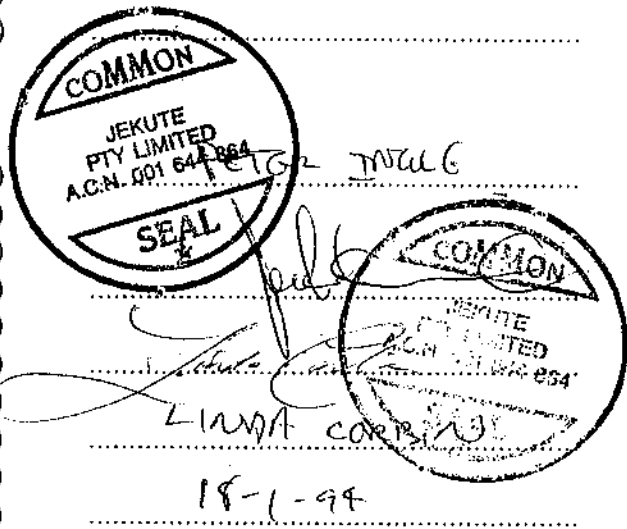
SIGNED by the Employer  
JEKUTE PTY LTD

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**PART B**

**MONETARY AMOUNT**

Basic Wage for Adults \$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.

The minimum hourly rates are:-

	Per Hour \$
Chief Senior Radiographer/Technician	\$ 20.92
Senior Radiographer/Technician	\$ 20.30
Radiographer/Technician (Years 1-8)	\$ 13.45 Year 1 \$ 13.85 Year 2 \$ 14.60 Year 3 \$ 15.40 Year 4 \$ 16.20 Year 5 \$ 17.00 Year 6 \$ 17.80 Year 7 \$ 18.70 Year 8
Sonographer	\$ 20.30
Office Manager	\$ 15.00
Senior Clerical Worker	\$ 11.00
Clerical Worker - Grade 5	\$ 9.60
- Grade 4	\$ 10.15
- Grade 3	\$ 10.40
- Grade 2	\$ 10.65
- Grade 1	\$ 11.10
Darkroom Technician	\$ 9.60
Film Courier	\$ 10.58

**TABLE 2 ALLOWANCES**

Uniforms \$5.00 per week  
 Casual: Loadings: 15%, Clerks 20%  
 Annual Leave 1/12

**TABLE 3 SPREAD OF HOURS**

Clerks: 6:00 a.m. to 6:00 p.m. Monday to Friday and 6:00 a.m. to 12:00 noon Saturday.

Transport: 7:00 a.m. to 6:00 p.m. Monday to Friday

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TABLE 4 DEFINITIONS

GRADE 5 - an adult who works under direct supervision (as defined hereunder) and for major part of time performs routine or repetitive clerical duties involving the application of clearly prescribed standard practices which require the exercise of limited discretion.

GRADE 4 - an adult who -

- a) 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
- b) for major part of time operatives a switchboard; and/or
- c) is employed as a typist, and who does not fall within the definitions of Grades 2 or 1.

GRADE 3 - an adult with the necessary skills (not Grades 2 or 1), a stenographer; data processing machine operator; computer operator.

GRADE 2 - an adult who -

- a) is capable of and may perform any duties of Grade 5, 4 or 3 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 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 typists' pool and/or bookkeeping work.

GRADE 1 - an adult who -

- a) is capable of and may perform any duties of a Grade 5, 4, 3 or 2 and who is fully competent in his or 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.

NOTATION: The definitions of Grades 1, 2, 3, 4 and 5 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 who performance of clerical duties is merely ancillary to his or her managerial employment.

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**HORNSBY CT, XRAY & ULTRASOUND  
ENTERPRISE AGREEMENT**

MADE BETWEEN

**JEKUTE PTY LTD**  
(The Enterprise Employers)

AND

EMPLOYED IN THE OCCUPATIONS OF  
PRIVATE DIAGNOSTIC RADIOGRAPHY,  
AND ASSOCIATED WORK  
(The Employees)

FROM 18. 1 1994  
TO 18. 1 1997

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ENTERPRISE AGREEMENT

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Filed by:

AUSTRALIAN  
INDUSTRIAL  
RELATIONS  
PTY LTD  
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SYDNEY NSW 2001

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