

# ENTERPRISE AGREEMENT

NO: E.A. 134 /1995

DATE REGISTERED: 20-4-95

PRICE: \$ 24-00

AGREEMENT

CHATSRYD PTY LTD

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ENTERPRISE AGREEMENT I

MADE the                      day of                      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

Chatsryd Pty Ltd (the Enterprise Employer) of 219 Blaxland Road, Ryde, NSW, 2112 of the one part

AND

Employees engaged in the occupations of private diagnostic radiography, sonography, dark room and clerical (the Employees) at 219 Blaxland Road, Ryde, NSW, 2112; 6 McIntosh Street, Chatswood, NSW, 2067; and 24 Thomas Street, Chatswood, NSW, 2067.

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 during the term of the Agreement unless varied by mutual consent in accordance with the Act.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

PART A

1 TITLE OF AGREEMENT

This agreement shall be known as Chatsryd Pty Ltd Enterprise Agreement I.

2 INTENTION & LOCATION

This agreement shall apply to the parties hereto in relation to diagnostic radiography, sonography, dark room and clerical work of the practice of the Employer at 219 Blaxland Road, Ryde, NSW, 2112; 6 McIntosh Street, Chatswood, NSW, 2067; and 24 Thomas Street, Chatswood, NSW, 2067.

### 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, sonography, dark room and clerical Employees of the Employer (including those previously regulated by the Clerks (State) Award).

### 5 ARRANGEMENT

#### Part A

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## Part B

### Monetary Amounts

Table 1 Wages

Table 2 Allowances

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 S125 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 Employees Individual Agreement replace any less favourable inconsistent terms of the Enterprise Agreement otherwise the Enterprise Agreement applies.

"Full-Time" means working a maximum of 38 ordinary 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.

## 8 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.

## 9 ORDINARY HOURS

The ordinary hours of work for full time employees are a maximum of 38 per week averaged over a 52 week period. The ordinary hours of work are as mutually agreed other than Employees who were previously covered by an Award where spread of hours are set out in Part B. Ordinary hours may be worked between 7.30am and 9.00pm on any day of the week in accordance with the Employee's Individual Agreement and the roster displayed in the workplace. Full-time employees are allowed up to a 1 hour lunch break. Break times are determined by the circumstances.

## 10 WORK OUTSIDE ORDINARY HOURS

Work outside ordinary hours in addition to the ordinary hours is paid at time and one half for the first two hours and double time thereafter or the Employee is granted time off in lieu on a time for time basis. When computing overtime, each day shall stand alone. Time worked on weekends is paid as per the Employee's Individual Agreement.

It is further agreed that for any employee who works more than eight hours in one day then the hours in excess of this will count as hours outside "Ordinary Hours" for the purposes of overtime payments unless otherwise agreed by the parties.

## 11 CLASSIFICATION

Employees are classified as follows:

Classification -

Private Diagnostic Radiographer  
Sonographer  
Dark Room Attendant  
Clerical Staff

## 12 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. 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 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 every May and November taking into account the Employee's performance in achieving the accountabilities of the position, agreed goals, undertakings and responsibilities and employment environment and national, state wage case and industry wage adjustments and decisions of government which affect the Employer and practice.

## 13 PAYMENT

Payment is made fortnightly by cash cheque.

## 14 PERIOD OF EMPLOYMENT

Full-time and part-time employment is ongoing; casual and temporary 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 other day gazetted and generally observed for the whole of the State.

b) Annual leave is in accordance with annual holidays entitlement, to be paid when taken, is at the rate of 4 weeks at the completion of each year of service. Annual leave is in accordance with 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.

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

e) Sick leave for proven, genuine, unavoidable, personal illness or injury, is 1 week (5 days) after probation during the 1st year of service and 8 days per year for each year after. Sick leave is cumulative. 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 with a maximum of 2 days paid leave. 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.

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 Employee's pay is to be made up by the Employer.

h) Time off 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.

## 18 CASUAL

A casual employee is paid for annual leave, public holidays and sick leave as set out in Part B of this agreement for each hour worked within the Employee's hourly rate of pay weekly.

## 19 UNIFORMS

Uniforms are supplied as required.

Uniforms remain the property of the Employer and are to be returned on leaving employment.

## 20 SUPERANNUATION

The Employer is to contribute superannuation as prescribed by the 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 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 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 with the Practice Manager whose decision, subject to appeal and clause 23, in the matter is final.

The Employee may appeal the decision of the Practice Manager to the Managing Practice Partner.

## 23 DISPUTES PROCEDURE

Any dispute or any grievance not resolved in accordance with the grievance procedure in clause 22 is to be referred to a meeting of the Practice Partners for review and discussion and if not resolved is to be dealt with under the disputes procedure of s 815(2) of the Industrial Relations Act 1991 after which it may be refused for conciliation and/or arbitration to the Industrial Relations Commission of New South Wales or to an independent third party or parties.

## 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 RACR and ASUM;
- v) Any agreements between and 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

- vi) 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 the signing of this agreement.

## 25 PROBATION

Employment of a new Employee is subject to a 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

1 week notice, or more or less by mutual agreement, on either side or payment or forfeiture of 1 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.

## 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 1 year and thereafter. It may be varied or terminated 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.

### SIGNED by the Employees )

- 1) ) *Conleth McManamey*.....
- 2) ) *C. A. Nugent*.....
- 3) ) *Lai Wai Yee*.....
- 4) ) *Alisdair C. Collins*.....
- 5) ) ~~*B. [Signature]*~~.....
- 6) ) *Mary Collins*.....
- 7) ) *J. Sharmah*.....
- 8) ) *J. Prouse J. Fogel*.....
- 9) ) *Olga Atimic*.....
- 10) ) *R. Johnson*.....
- 11) ) ~~*[Signature]*~~.....
- 12) ) *J. Smith*.....
- 13) ) *S. Mason*.....
- 14) ) *L. O'Hara*.....
- 15) ) *M. Martelli*.....
- 16) ) *W. [Signature]*.....
- 17) ) *[Signature]*.....
- 18) ) .....  
19) ) .....  
20) ) .....

- 21) ) .....
- 22) ) .....
- 23) ) .....
- 24) ) .....
- 25) ) .....

Before me: )  
 Witness Signature ) *M.A. Huntington*  
 (PRINT NAME) ) M.A. HUNTINGTON  
 Date: ) 18-1-94

SIGNED by the Employer ) *[Signature]*  
 CHATSRYD )  
 PTY LTD )  
 Before me: )  
 Witness Signature ) *[Signature]*  
 (PRINT NAME) ) DENISE HARAKOS  
 Date: ) 25-1-94

Common Seal



PART B

MONETARY AMOUNTS

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 \$
ADULT	
Radiographer and Sonographer	
Grade 1	12.36
Grade 2	12.75
Grade 3	13.44
Grade 4	14.14
Grade 5	14.88
Grade 6	15.62
Grade 7	16.35
Dark Room Attendant	6.50
Clerk (as defined)	
Grade 5	9.56
Grade 4	10.12
Grade 3	10.38
Grade 2	10.61
Grade 1	11.08
Under 17	3.91
At 17	4.90
18	6.00
19	6.80
20	8.01

TABLE 2 ALLOWANCES

Casual

Loading -

Clerks - 20%

Non-Clerks - 15%

Annual Leave - 1/12

Saturday Loading - Clerks \$10.90

TABLE 3 SPREAD OF HOURS

The spread or ordinary hours for clerks is between 6am and 6pm Monday to Friday and 6am and 12 noon on Saturday.

TABLE 4 DEFINITIONS

Grade 5 - an adult who works under direct supervision (as defined hereunder)

and for the major of time performed 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 herunder) 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 operates a switchboard; and/or
- c) is employed as a typist, and 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 typist's pool and/or bookkeeping work.

Grade 1 - an adult who -

- a) is capable of and may performed 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 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 5 - 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 4 - 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 the assignments reviewed on completion.

Grade 2 - 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.