

# ENTERPRISE AGREEMENT

NO: E.A. 21 /1995

DATE REGISTERED: 27-1-95

PRICE: \$ 32-00

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# AGREEMENT

**PORT MACQUARIE, KEMPSEY AND LAURIETON RADIOLOGY  
ENTERPRISE AGREEMENT**

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MADE the \_\_\_\_\_ day of \_\_\_\_\_ 1994

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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

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BETWEEN BRISCALL PTY. LTD. as TRUSTEE for B. & A. Unit Trust on behalf of Drs. Briscoe, Allan, Herbert and Stevens of 17 Hollingworth Street, Port Macquarie, NSW, 2444 of the one part

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AND

Employees engaged in the occupations of medical imaging technology, dark room, nursing, clerical and messenger work at Kempsey, Laurieton and Port Macquarie Centres of the other part

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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.

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The parties agree that the agreed hours of work and working 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.

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IT IS AGREED BY THE PARTIES AS FOLLOWS:

PART A

1 TITLE OF AGREEMENT

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This agreement shall be known as Briscall Pty Ltd Port Macquarie, Kempsey and Laurieton Radiology Enterprise Agreement

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2 INTENTION & LOCATION

This agreement shall apply to the parties hereto in relation to the occupation of medical imaging technology, dark room, nursing, clerical and messenger work of the practice of the Employers at the centres at 17 Hollingworth St Port Macquarie; The Hermitage Medical Centre, Lake Rd Port Macquarie; 35 Belgrave St Kempsey; and 10 Seymour St Laurieton.

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

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4 COVERAGE OF AGREEMENT

This agreement shall regulate totally the terms and conditions of employment of all medical imaging technology, dark room, nursing, clerical and messenger employees of the practice including those previously regulated by the Clerks Transport Industry (State) Award and Nurses (Other than in hospital) (State) Award.

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5 ARRANGEMENT

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Part A

Clause No	Subject Matter
1.	Title of Agreement
2.	Intention & 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

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- 14. Period of Employment
- 15. Leave
- 16. Annual Leave Loading
- 17. Part Time
- 18. Casual Pay
- 19. Uniform & Name Badge
- 20. Superannuation
- 21. Consultation
- 22. Grievance Procedure
- 23. Disputes Procedure
- 24. Terms of Employment
- 25. Jury Service
- 26. Probation
- 27. Termination of Employment
- 28. Copy of Agreement
- 29. Nominal Term of Agreement

Part B

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Monetary Amounts

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- Table 1 Wages
- Table 2 Allowance

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6 VARIATION OF AGREEMENT

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The terms of this agreement are to be reviewed from time to time and may be varied in accordance with s125 the Industrial Relations Act by mutual consent of the parties to this agreement at any time.

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7 DEFINITIONS

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"Individual Employment Agreement" means the individual Employee's employment agreement with the practice. The terms and conditions of the Individual Employment Agreement replace any less favourable inconsistent terms and conditions of the Enterprise Agreement otherwise the Enterprise Agreement applies.

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"Full-Time" means working a maximum of 38 ordinary hours per week averaged over a 52 week period.

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"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.

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**8 POSITION**

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

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Work and place of work are as necessary and directed.

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**9 ORDINARY HOURS**

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The ordinary hours of work for existing full time employees are a maximum of 36.5 per week averaged over a 52 week period. The ordinary hours of work are as mutually agreed. Ordinary hours may be worked between 7:30 am and 6:30 pm Monday to Friday in accordance with the Employee's Individual Employment Agreement and the roster displayed in the workplace. Full-time employees are allowed up to a half hour lunch break. Break times are determined by the circumstances.

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**10 WORK OUTSIDE ORDINARY HOURS**

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Work outside rostered and ordinary hours which follow on from rostered and ordinary hours the Employee is granted time off in lieu on a time for time basis. When the Employee is rostered to be on call the Employee will be paid a retainer of \$100/week. When the Employee is called in out of hours payment is double the Employee's hourly rate from the time the Employee leaves home to when the Employee returns to their home. The Employee shall be paid mileage as per Part B of this agreement. Should an Employee be on call for any gazetted NSW Public Holiday that falls on a weekday (Monday to Friday) then the Employee shall be paid an additional retainer as set out in Part B of this agreement.

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In lieu of the shortened (half hour) lunch break the Employee shall have a half day off per week at a time determined by circumstances.

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**11 CLASSIFICATIONS**

Employees are classified as follows:

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Classification

- Medical Imaging Technologists
- Clerks (as defined in Part B)
- Nurses
- Messengers

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12 WAGE PACKAGE

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

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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.

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The wage package is reviewed during the month of June 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 practice.

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13 PAYMENT

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

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14 PERIOD OF EMPLOYMENT

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

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15 LEAVE

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 NSW Government gazetted Public Holidays.

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Annual leave is in accordance with the Annual Holidays Act 1944. Annual leave 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. Annual holiday entitlement is due each year on the anniversary of the day of commencement of employment. Pro rata holidays prior to this date may be granted at the discretion of the Employer.

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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.

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

Sick leave for proven, genuine, unavoidable, personal illness or injury, is 10 days per annum. If required, proof of illness is to be by medical certificate, statutory declaration or second medical opinion. Should the Employer seek a second medical opinion the Employer will bear the cost of that second opinion. Extended sick leave may be granted in special circumstances.

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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, grandparents or parents-in-law.

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Time off is as agreed with the Employer.

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**16 ANNUAL LEAVE LOADING**

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

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**17 PART - TIME**

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

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**18 CASUAL PAY**

A casual Employee is paid a loading for public holidays, sick leave and annual leave for each hour worked, as set out in Part B of this agreement.

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**19 UNIFORMS & NAME BADGE**

Uniforms supplied are: dress uniform, or coat, shirt and trousers where applicable. Two uniforms to be supplied at commencement of employment, and a replacement uniform supplied six monthly thereafter.

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Name badges may be required to be worn, any such badges are to be supplied by the employer.

**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.

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**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 Chief Radiographer or the Office Manager. Any matter not resolved is to be referred to the Practice Manager whose decision, subject to appeal and clause 23, in the matter is final.

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

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**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 is to be dealt with under the disputes procedure of s185 of the Industrial Relations Act after which it may be referred for conciliation and/or arbitration to the Industrial Relations Commission of New South Wales or to an independent 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 RACR 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, 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 1993.

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(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 6 month probationary period, during which performance is to be reviewed and if not to the satisfaction fo 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.

**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) Elizabeth Baker ) *E Baker*
- 2) Heather Beddie ) *H Beddie*
- 3) Roslyn Campbell ) *R L Campbell*
- 4) Julie Clarke ) *J Clarke*
- 5) Gate Cook ) *Catherine B Cook*
- 6) Ann Davis ) *A M Davis*
- 7) Linda Day ) *L Day*
- 8) Ruth Duncan ) *Ruth Duncan*
- 9) Beverley Dunn ) *B Dunn*
- 10) Wasiela Fortune ) *W Fortune*
- 11) Leisa Fowler ) *Leisa Fowler*
- 12) Robyn Fuller ) *R Fuller*
- 13) Sue Geary ) *S Geary*
- 14) Helen Gibson ) *Helen Gibson*
- 15) Alice Hamilton ) *A Hamilton*
- 16) Jodi Hollis ) *J Hollis*
- 17) Catherine Kiem ) *Catherine Kiem*
- 18) Megan MacKay ) *M MacKay*
- 19) Margaret Marocco ) *M A Marocco*
- 20) Heather McKinnon ) *H McKinnon*
- 21) Lisa Miller ) *L Miller*
- 22) Else Millin )
- 23) Kay Mobbs ) *K Mobbs*
- 24) Marilyn Moran ) *M Moran*

- 25) Chris Pearce )..... *C. Pearce*
- 26) Kaye Pepper )..... *K. Pepper*
- 27) Patricia Pickett )..... *Mulick*
- 28) Michelle Powers )..... *Michelle Powers*
- 29) Adele Reiher )..... *A. Reiher*
- 30) Geoffrey Roff )..... ~~*G. Roff*~~
- 31) Elizabeth Scott )..... *E. Scott*
- 32) Maryanne Smallwood )..... *Maryanne Smallwood*
- 33) Gail Taylor )..... *G. Taylor*
- 34) Graham Waghorn )..... ~~*G. Waghorn*~~
- 35) Michelle Waghorn )..... *M. Waghorn*
- 36) Raye Watkins )..... *Raye I. Watkins*

Before me: ).....

Witness Signature ).....

(PRINT NAME) ).....

Date: ).....

SIGNED by the Employer ).....

BRISCALL PTY LIMITED ).....

Before me: ).....

Witness Signature ).....

(PRINT NAME) ).....

Date: ).....

Common Seal

SIGNED by the Employer )  
BRISCALL PTY LTD )

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Before me: )

*H McKinnon* )  
Witness Signature )  
H MCKINNON )  
(PRINT NAME) )

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Date: 27.1.94 )  
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Part B

MONETARY AMOUNTS

Basic Wage for Adults: \$121.40 per week.

TABLE 1 WAGES

The hourly rate of pay shall in no case be less than the award rate where an award applies.

The minimum hourly rates are:

Radiographer	\$ Per Hour
1st year of service	\$12.36
2nd year of service	\$12.75
3rd year of service	\$13.45
4th year of service	\$14.15
5th year of service	\$14.88
6th year of service	\$15.62
7th year of service	\$16.35
8th year of service	\$17.20

Trainee Radiographer	\$ Per Hour
1st year of training	\$6.60
2nd year of training	\$7.40
3rd year of training	\$8.36
4th year of training	\$9.20
5th year of training	\$10.07

Chief Diagnostic Radiographer \$25.34

Senior Radiographer \$18.70

Assistant Chief Radiographer \$19.27

Nurses	\$ Per Hour
Registered Nurse	
1st year of service	\$12.36
2nd year of service	\$12.75
3rd year of service	\$13.45
4th year of service	\$14.14
5th year of service	\$14.89
6th year of service	\$15.62
7th year of service	\$16.35
8th year of service and thereafter	\$17.20
UGI Qualification	\$17.90

Supervisory Nurse \$18.26

Enrolled Nurse	\$ Per Hour
1st year of service	\$10.26
2nd year of service	\$10.63
3rd year of service	\$11.14
4th year of service	\$11.61
Thereafter	\$11.93

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Assistant in Nursing	\$ Per Hour
1st year of service	\$9.16
2nd year of service	\$9.45
3rd year of service	\$9.75
Thereafter	\$10.05

**Clerks**

Adults	\$ Per Hour
Grade 5	\$9.74
Grade 4	\$10.32
Grade 3	\$10.59
Grade 2	\$10.83
Grade 1	\$11.32

**Juniors: Stenographers, Medical Typists, Computer Operators**

Age	\$ Per Hour
At 17 years of age	\$5.10
At 18 years of age	\$6.27
At 19 years of age	\$7.18
At 20 years of age	\$8.47

**Other Juniors:**

Age	\$ Per Hour
Under 17 years of age	\$4.00
At 17 years of age	\$5.00
At 18 years of age	\$6.14
At 19 years of age	\$6.96
At 20 years of age	\$8.19

Messenger	\$ Per Hour
	\$10.80 or \$9.74 if Messenger does not do deliveries by motor vehicle

**TABLE 2 ALLOWANCES**

**Casuals**

- annual leave 1/12
- other 15%
- clerks other 20%

Mileage 44 cents per kilometre

Additional Retainer \$30 per day on call for gazetted NSW Public holidays (Monday to Friday)

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**TABLE 3 GRADINGS & DEFINITIONS**

The Employee will be informed of the grading prior to employment and there after if the grading changes.

Grade 5 - an adult who works under direct supervision (as defined hereunder) and for major 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 operates a switchboard; and/or
- c) is employed as a typist, and who does not fall within the definitions of Grades 5 or 4.

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 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 dpartment or of a section of 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 rgularly makes decisions 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.

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Supervision

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 assignments reviewed on completion.

Grade 2 - Limited Supervision - means that a person -

- a) may be subject to progress checks which will be primarily confined to establishing that satisfactory progress is being made; and
- b) may have his or her assignments reviewed on completion.

Messenger means - any person employed for the purpose of delivering and collecting documents, films, consumables, attending to banking and postal errands and related tasks.

Nurse means - any person duly qualified and registering as a Nurse in the State of New South Wales employed to perform Nursing duties.

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PORT MACQUARIE, KEMPSEY AND  
LAURIETON RADIOLOGY  
ENTERPRISE AGREEMENT

MADE

BETWEEN

BRISCALL PTY. LTD.  
(The Enterprise Employers)

AND

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

FROM 199  
TO 199

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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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