

# ENTERPRISE AGREEMENT

NO: E.A. 26 /1995

DATE REGISTERED: 2-2-95

PRICE: \$ 40-00

# AGREEMENT

## PITTWATER RADIOLOGY ENTERPRISE AGREEMENT

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

**FEMAUTO** Pty Limited ATF Pittwater Services Trust trading as Pittwater Radiology (the Enterprise Employer) of the one part

### AND

Employees of the Enterprise Employer engaged in the occupations of diagnostic radiographer, radiographer/sonographer, dark room assistant, nurse, nursing assistant and medical secretary (the Employees) of the other part

### BACKGROUND

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 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.

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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32	Disputes Procedure
33	Terms of Employment
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Part B

Monetary Amounts

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

**2 TITLE OF AGREEMENT**

This agreement shall be known as Pittwater Radiology Enterprise Agreement.

**3 PARTIES TO AGREEMENT**

The parties to this agreement are:

FEMAUTO Pty Limited ATF Pittwater Services Trust trading as Pittwater Radiology, the Enterprise Employer (hereinafter referred to as 'the Employer').

and

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

**4 THE ENTERPRISE**

The Enterprise for which this agreement is made is:

Pittwater Radiology Practices located at: 7A Wentworth Street, Manly; 11 Bungan Street, Mona Vale; 15 Oaks Avenue, Dee Why; 8/729 Pittwater Road, Dee Why; 27 Adams Street, Frenchs Forest; 3/67 Wanganella Street, Balgowlah; 42 Frenchs Forest Road, Frenchs Forest; and 44 Bantry Bay Road, Frenchs Forest.

**5 OCCUPATIONS**

This agreement shall apply in relation to the occupations of diagnostic radiographer, radiographer/sonographer, dark room assistant, nurse, nursing assistant and medical secretary at the Practices of the 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 employees in the occupations in clause 5 at the Practices of the Employer including those previously covered by the Nurses other than Hospital (State) Award and Clerks (State) Award.

## 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 immediate supervisor who is responsible for directing the Employee.

## 10 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 minimum of 70 and a maximum of 76 ordinary hours per fortnight averaged over a 26 pay periods.

"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 70 hours and a maximum of 76 per fortnight averaged over a 26

pay periods. Ordinary hours for each Employee as agreed and set out in the Employee's Individual Agreement. Ordinary hours worked are as mutually agreed.

Ordinary hours are to be worked between the times agreed other than in the case of Employees previously covered by an Award whose spread of hours is set out in Part B in accordance with the Employee's Individual Agreement and the roster displayed in the workplace.

b) Part-time and casual 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 1 hour unpaid lunch break. Break times are determined by the circumstances.

## 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 times other than normal working times is as agreed. Overtime is voluntary and is compensated where mutually agreed by time off in lieu on a time for time basis or paid at time and a half when this is not possible or as agreed as set out in the Employee's Individual Agreement.

## 13 CLASSIFICATIONS

Employees are classified as follows:

### **Classification**

Chief/ Senior Radiographer

Diagnostic Radiographer

Radiographer/Sonographer

Dark Room Assistant

Nurse

Nursing Assistant

Senior Medical Secretary, Receptionist, Clerk (as defined in Part B)

Medical Secretary

#### 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 Employee's Individual 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.

The wage package is reviewed by the Employer in consultation with the Employee every April taking into account the Employee's experience, knowledge, skills, attributes, attitude and performance in achieving the requirements of the position, agreed objectives and goals, undertakings and responsibilities, normal working times, productivity, patient numbers, changing responsibilities and employment environment, CPI movements and national, state wage case and industry wage adjustments and decisions of government which affect the Employer and the Practice.

#### 15 PAYMENT

Payment is made fortnightly by direct deposit into the Employee's nominated account at the end of 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 Holidays Act 1944. (Annual leave 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 proven genuine, personal illness or injury is one week ( 5 days) in the first year and 8 days per annum thereafter on full pay or in accordance with the Employee's Individual Agreement. Untaken sick leave is to accumulate up to the equivalent of the accrual for 12 years service. 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 JURY SERVICE

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.

## 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.



## 27 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.

## 28 TEMPORARY

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

## 29 SUPERANNUATION

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

## 30 CONSULTATION

The Employee is to be consulted by the Employer on decisions which affect him/her. Any grievance or conflict is to be resolved within a reasonable time limit without disruption to work. Disputes are to be resolved through the grievance procedure set out in clause 31 of this agreement.

## 31 GRIEVANCE PROCEDURE

If an Employee has any grievance the Employee is to notify the Employer of the substance of the grievance and discuss the matter with the designated immediate supervisor and to state the remedy sought and the immediate supervisor is to discuss the matter with the Employee in the first instance. Similarly the Employer is to discuss the Employer's concerns with the Employee. Any matter not resolved is to be referred to the Practice Manager.

If still not resolved the matter is to be referred in writing to the Practice Partners for review and discussion; or referral back for reconsideration; or referral to a committee for recommendation; or for inquiry, decision and direction.

Discussion and resolution of grievances are to be within reasonable time limits. A record of remedies sought and reasons for their rejection at each step of the procedure is to be kept in writing.

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

Agreement or concerning discrimination in employment within the meaning of the Anti-Discrimination Act 1977.

### 32 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 dealt with under the disputes procedure of s185(2) of the Industrial Relations Act 1991 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.

Work is to continue as normal at all times.

### 33 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, AIR and ASUM;
  - v) Any notices required by statute to be posted 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;
  - 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.

### 34 PROBATION

Employment of a new Employee is subject to a three 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.

### **35 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.

### **36 UNIFORMS & NAME BADGES**

The Employee is to wear a personal radiation monitor if supplied.

Two uniforms are supplied per annum.

Name badges are to be worn on duty.

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

### **37 TRAVEL**

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

### **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 18 months 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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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:

1) BANKS Jan )

*J.P. Banks*

2) BAKER Ruth )

*R Baker*

3) BATES Janese )

*J Bates*

4) BARKER Elizabeth )

*E Barker*

5) BRICKWOOD Sarah )

*S Brickwood*

6) BROOKES Chris )

.....

7) CATTANACH Robin )

.....

8) Di CHAPMAN )

.....

9) COX Meryl )

.....

10) DIMMET Max )

.....

11) DZIWNIK Jutta )

*J Dziwnik*

12) DUNKERLEY Barbara )

*B Dunkerley*

13) FITZROY Pam )

.....

- 14) FELDMAN Naomi )
- 15) FUNCH Jan )
- 16) GENTHNER Gabi )
- 17) GRAY Anne )
- 18) HEFFERNAN Sue )
- 19) HESFORD M<sup>7</sup>Liz )
- 20) HOAD Margot )
- 21) HOCKER Chris )
- 22) HUTCHINSON Tessa )
- 23) ILES Beverly )
- 24) ILES Michelle )
- 25) JOHNSON Maria )
- 26) LEEDS Sue )
- 27) LE FORT Robert )
- 28) LENNOX Jo )
- 29) LOWE Milton )
- 30) MATHIESEN Angela )
- 31) MACKENNEY Janet )
- 32) McRAE Lyndall )
- 33) MERRYWEATHER Janet )
- 34) MORRIS Lisa )
- 35) MURRAY Ann )
- 36) MURRAY Wynne )

*mean*

*Funch*

*Gabi Genthner*

*S.M. Heffernan*

*M<sup>7</sup>Liz Hesford*

*W. Hocker*

*B. Iles*

*Michelle Iles*

*Maria Johnson*

*Sue Leeds*

*R. Le Fort*

*M. D. Lowe*

*A. Mathieson*

*J. L. Mackenney*

*L. M. Rae*

*Janet Merryweather*

*Lisa Morris*

*Murray*

- 37) NASCIMENTO Sherry ) ..... S.J. Nascimento .....
- 38) NEWBY Sue ) ..... .....
- 39) OMARA Kellie ) ..... Diana .....
- 40) REEVE Yvette ) ..... in Rene .....
- 41) ROBERTS June ) ..... June Roberts .....
- 42) ROMERO Kirsty ) ..... ROMERO .....
- 43) SCHOFIELD Rhonda ) ..... R. Schofield .....
- 44) SEKULIC Chris ) ..... .....
- 45) SKINGSLEY Judith ) ..... J.M. Skingsley .....
- 46) SMITH Belinda ) ..... .....
- 47) SMITH Jean ) ..... Smith .....
- 48) STOKES Rae ) ..... R. Stokes .....
- 49) SYDENHAM Gunnel ) ..... Gunnel Sydenham .....
- 50) TAKEN Sue ) ..... .....
- 51) TOKATLIYAN Tanya ) ..... Tanya .....
- 52) TRENCHAM Jennifer ) ..... Jennifer .....
- 53) VANTHOFF Corrie ) ..... .....
- 54) VESCIO Tania ) ..... Vescio .....
- 55) WARK Michelle ) ..... M. Wark .....
- 56) WELCH Judy ) ..... Judy .....
- 57) WHITE Patricia ) ..... .....
- 58) WILSON Robyn ) ..... .....
- 59) WUBBEN Lizzie ) ..... .....

60) YATES Joy )

*J. Yates*  
.....

Before me: )

Witness Signature )

(PRINT NAME) )

*B.A. Iles*      *R. Lefort*  
.....  
*B.A. ILES*      *R. LEFORT*  
.....

Date: )


SIGNED by the Employer )  
FEMAUTO PTY LIMITED )

Before me: )

Witness Signature )

(PRINT NAME) )

Date: )

*[Signature]*  
.....  
*[Signature]*  
.....  



SIGNED by the Employer )  
PITTWATER RADIOLOGY )

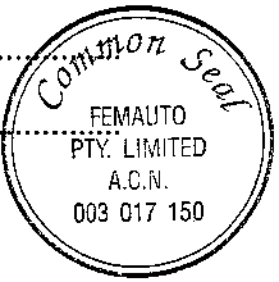
Before me: )

Witness Signature )

(PRINT NAME) )

Date: )

*B.A. Iles*  
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**PART B**

**MONETARY AMOUNTS**

Basic Wage for Adults: \$121.40 per week

**PART B**

**MONETARY AMOUNTS**

Basic Wage for Adults: \$121.40 per week

**TABLE 1 WAGES**

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

Progression is on performance:

	\$ Per Hour		
Chief/ Senior Radiographer		20.90	
	Diagnostic Radiographer \$ Per Hour	Radiographer/ Sonographer \$ Per Hour	
Year 1	12.36	12.36	
Year 2	12.75	12.75	
Year 3	13.44	13.44	
Year 4	14.14	14.14	
Year 5	14.88	14.88	
Year 6	15.62	15.62	
Year 7	16.35	16.35	
Year 8	17.20	17.20	
	Medical Secretary \$ Per Hour	Medical Receptionist \$ Per Hour	Medical Clerk, Admin & Other \$ Per Hour
Under 17	3.91	3.91	3.91
At 17	4.90	4.90	4.90
18	6.00	6.00	6.00
19	6.80	6.80	6.80
20	8.01	8.01	8.01



Grade	5*	9.56	9.56	9.56
	4*	10.12	10.12	10.12
	3*	10.38	10.38	10.38
	2*	10.61	10.61	10.61
	1*	11.08	11.08	11.08

\* as defined in Table 4

Nurses \$ Per Hour

Registered Nurse

Year 1	12.36
Year 2	12.75
Year 3	13.45
Year 4	14.14
Year 5	14.89
Year 6	15.62
Year 7	16.35
Year 8 and thereafter	17.20

UGI Qualification 17.90

Supervisory Nurse 18.26

Enrolled Nurse

Year 1	10.26
Year 2	10.63
Year 3	11.14
Year 4	11.61
Thereafter	11.93

Assistant in Nursing

Year 1	9.16
Year 2	9.45
Year 3	9.75
Thereafter	10.05

Dark Room Assistant 6.55

TABLE 2 ALLOWANCE

Casual Loadings - 15%, Clerks 20%  
- Annual Leave 1/12

Other Loadings - see Individual Agreement

**TABLE 3 SPREAD OF HOURS**

The spread of ordinary hours if Employees previously covered by an Award are:

Clerks: 6am to 6pm Monday to Friday and 6am to 12 Noon Saturday  
Nurses: 7am to 7pm Monday to Friday

**TABLE 4 GRADINGS**

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 judgment 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 judgment 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 whose performance of clerical duties is merely ancillary to his or her managerial employment.

### 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 principally confined to establishing that satisfactory progress is being made; and
- b) may have his or her assignments reviewed on completion.

### NURSE

Means that a person:

Ensures that emergency trolley is always at hand and fully maintained with necessary items.

Ensures all equipment and utensils required for the procedure are available and ready; Assists patients in preparation for procedures; Assists the doctor whilst patient is undergoing procedures; Monitors patients following procedure to report regularly to doctor on patients conditions.

## NURSING AIDE

Means that a person:

Each day have ready any medical preparations that may be required for the following day's procedures; Ensures that medical instruments are sterilised after each use and made ready for subsequent use.

Ensures the cleanliness and tidiness of each procedural room; Ensures all instruments and preparations required by the doctor are correctly prepared, available and ready. Prepares patients for the procedures; speaks to patients and explain procedure that they may be having, if required; Assist doctors whilst patient is undergoing procedure. Assists patients following a procedure if they have any queries; Monitors patients during and after the procedure.

Assists clerical staff with the allocation of urgent appointments; Liaises with the Chief Executive and Senior Clerical Staff so as to maintain continual work flow and good patient/staff relationships.

Ensures that the procedural book is kept up to date.

Attend to laundering of practice linen etc on practice premises using practice equipment and during working hours.

ENTERPRISE AGREEMENT  
PITTWATER RADIOLOGY  
PRACTICES

MADE

BETWEEN

FEMAUTO PTY LTD  
(The Enterprise Employer)

AND

EMPLOYED IN THE OCCUPATIONS  
OF DIAGNOSTIC RADIOGRAPHER,  
RADIOGRAPHER/SONOGRAPHER,  
DARK ROOM ASSISTANT, NURSE,  
NURSING ASSISTANT, SECRETARY  
AND ASSOCIATED WORKER  
(The Employees)

FROM 199  
TO 199

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ENTERPRISE  
AGREEMENT

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Filed by:

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