

ENTERPRISE AGREEMENT

NO: E.A. 1 /1996

DATE REGISTERED: 2-1-96

PRICE: \$ 28-00

AGREEMENT

MARRICKVILLE DIAGNOSTIC IMAGING RADIOGRAPHY & SONOGRAPHY ENTERPRISE AGREEMENT

MADE the _____ day of _____ 1995

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

MARRICKVILLE DIAGNOSTIC IMAGING PTY LIMITED ACN 003 439 969 (the enterprise employer) 342 Marrickville Road Marrickville NSW 2204 of the one part

AND

Employees of the enterprise employer engaged in the occupations of diagnostic radiographers and sonographer of the other part.

WHEREAS

The parties have conferred on the terms and conditions that apply to employment at the enterprise and on the enterprise agreement provisions of the Act.

The agreed wages, allowances, 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

Clause No	Subject Matter
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2	Title of Agreement
3	Parties to Agreement
4	The Enterprise
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Part B

Monetary Amounts

Table 1	Wages
Table 2	Allowances
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2 TITLE OF AGREEMENT

This agreement shall be known as Marrickville Diagnostic Imaging Radiography and Sonography Enterprise Agreement.

3 PARTIES TO AGREEMENT

The parties to this agreement are:

Marrickville Diagnostic Imaging Pty Limited ACN 003 439 969
The enterprise employer (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:

Marrickville Diagnostic Imaging Pty Limited
located at: 342 Marrickville Road Marrickville NSW 2204
9 Belmore St
Arncliffe NSW 2205
Suite 1, Maroubra Court Ferguson St
Maroubra Junction NSW 2035

5 OCCUPATIONS

This agreement is to apply in relation to the occupations of diagnostic radiographer and sonographer at the enterprise and mobile.

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 enterprise.

8 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 Act by mutual consent of the parties to this agreement at any time.

9 SUPERVISION

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

10 WORK & PLACE OF WORK

Work and place of work are as necessary, agreed and as set out in the Individual Agreement.

11 TRAINING

The practice will provide an approved training per year for each employee where appropriate.

12 DEFINITIONS

"The Act" means the Industrial Relations Act 1991: NSW.

"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 so that the Employees receives whatever is the more favourable.

"Full-time" means working a minimum of 37.5 hours per week and a maximum of 40 hours per week averaged over a 52 week period or as set out in the Individual Agreement. The employee's agreed hours are as set out in the employee's Individual Agreement.

"Part-time" means working a fewer number of hours than constitutes full-time work under this agreement, but does not include casual or temporary work.

"Temporary" means working for an agreed employment period.

"Casual" means working as agreed on such basis.

13 ORDINARY HOURS

a) Full-time employees

The ordinary hours work for full time employees are a minimum of 37.5 hours per week and a maximum of 40 hours per week averaged over a 52 week period. Hours worked are as mutually agreed. Ordinary hours are to be worked between the times agreed. Ordinary hours for each employee are as set out in the employee's Individual Agreement or 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) Saturday

The employee is paid a fixed loading in addition to the ordinary pay set out in this agreement for each Saturday worked as part of ordinary hours.

d) Lunch Breaks

Employees are allowed $\frac{1}{2}$ to 1 hour unpaid lunch break taken between 11:00am and 2:30pm. Any part of lunch unable to be taken by mutual agreement is to be paid at ordinary pay or the employee is allowed time off in lieu. Break times are determined by the circumstances.

14 WORK OUTSIDE ORDINARY HOURS

Work outside ordinary hours is voluntary in excess of the ordinary hours for a full time employee is overtime.

The employee must complete the day's Procedure Log before finishing work on the day as part of the employee's responsibility.

Time taken to complete the day's procedure log up to half an hour after rostered finishing time is paid at single time rates and time worked after in excess of half an hour after rostered finishing time is paid at time and a half or the employee will be granted time off in lieu at a mutually agreed time on a time for time basis.

By agreement with the employer the employee may be granted time off in lieu on a time for time basis at a mutually agreed time.

15 CLASSIFICATIONS

Employees are classified as follows:

Classification

Diagnostic Radiographer
Sonographer

16 GRADINGS

Employees are graded as set out in their Individual Agreement as defined in table 3 of Part B of this agreement. Progression to higher grades is on merit and performance after 12 months of employment.

17 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.

The employee acknowledges that for receiving payment as agreed under the Individual Agreement he or 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 annually 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, employment environment and CPI movements, National or State Wage Case decision and industry wage adjustments and decisions of government which affect the enterprise.

18 PAYMENT

Payment is made fortnightly by direct deposit into the employee's nominated account or by cheque after the agreed pay period.

19 PERIOD OF EMPLOYMENT

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

20 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.

21 ANNUAL HOLIDAYS

Annual holidays are in accordance with the Annual Holiday Act 1944. (Annual Holidays entitlement to be paid when taken is at the rate of 4 weeks at the completion of each year of service. Employees are encouraged to take annual leave in two parts of 2 weeks each in quieter periods eg December and January or by negotiation. Leave at other times is allocated in order of receipt of application to be taken at mutually agreed times.

22 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.)

23 PARENTAL LEAVE

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

24 SICK AND FAMILY LEAVE

If after three months continuous service an employee is unable to attend for duty by reason of personal illness or incapacity the employee will be paid for such non-attendance for one week on full pay in the first year of service and 8 days per annum thereafter or in accordance with the employee's Individual Agreement. Untaken sick leave accumulates to a maximum of 24 days entitlement. Untaken sick leave is not paid on termination. Proof of illness by medical certificate, statutory declaration or second medical opinion is not normally required for the first 2 days of sick leave but may be requested in accordance with the policy of the employer. Sick leave is to be advised before 9am *where possible* on the day of the leave or earlier. Sick leave is not paid where an employee is entitled to workers compensation. Sick leave for part-time employees is calculated on a pro rata basis to the full-time benefits. Sick leave *becomes available at the completion of any probationary period when any absence due to sickness during the probationary period will be reimbursed.*

An employee may use *up to 3 days of his or her current year's sick leave entitlement for a pressing domestic necessity affecting a member of the employee's family for whom the employee is the primary carer (such necessity being acceptable to the employer) Sick, family or compassionate leave is not available where it coincides with any other period of leave entitlement under this award or otherwise.*

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25 COMPASSIONATE LEAVE

An employee may have up to 2 days for a death in Australia and 3 days to travel overseas paid leave on the death of an employee's wife, husband, child or stepchild, father, mother, brother, sister, parent, inlaw, grandparent or grandchild on production of satisfactory evidence.

26 EXTRAORDINARY LEAVE

Time off is as agreed with the employer.

27 JURY SERVICE

The employee is to be allowed leave of absence when required to attend 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.

28 PART - TIME

A part - time employee is entitled to full-time employee benefits on a pro rata basis as agreed and set out in the employee's Individual Agreement.

29 TEMPORARY

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

30 CASUAL

A Casual employee will be paid the hourly rate agreed and as set out in the employees Individual Agreement. The hourly rate is to be not less than the award rate if an award otherwise applies plus a loading as set out in Part B of this agreement. The loading is to cover public holidays and sick leave and other benefits not available to a casual employee. A casual is entitled to annual leave and superannuation in accordance with the relevant Act.

31 SUPERANNUATION

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

32 CONSULTATION

The employee is encouraged to express opinions, complaints, suggestions and ideas to the employer through the designated immediate supervisor who is responsible to attend to the matter raised or to refer the matter for answer or action within a reasonable time.

The Employee is to be consulted by the Employer on decisions which affect him or 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 32 of this agreement within a reasonable time.

33 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 discussed with the Chief Radiographer or Manager. Any matter not resolved is to be referred to the Radiologist.

The matter may refer back for reconsideration; or referral to the employee consultative committee for recommendation; or inquiry, decision and direction by the Radiologist.

Discussion and resolution of grievances are to be within reasonable time limits. A record of issues under consideration and discussion; proposals and answers to resolve the issues; reasons for the proposals and answers and reasons for their rejection; and responses at each step of the procedure is to be kept.

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.

34 DISPUTES PROCEDURE

Disputes are to be dealt with in accordance with the grievance procedure in clause 32. Any dispute not resolved in accordance with the grievance procedure 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.

35 TERMS OF EMPLOYMENT

- a) The terms and conditions that cover the employment are:
- i) Policies and procedures of the practices as advised in writing;
 - ii) Code of ethics of the Australian Medical Association;
 - iii) Confidentiality of patient information;
 - iv) Principles of practice issued by Royal Australian College of Radiologists, Australian Society for Ultrasound in Medicine and Australian Institute of Radiography
 - 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, which are not less favourable than this agreement, otherwise this agreement applies; 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.
- 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 act to reduce the usual pay of the Employee at the date of the signing of this agreement is signed.

36 PROBATION

Employment of a new employee is subject to a 6 month probationary period, during which performance is to be reviewed by the Radiologist 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 36 of this agreement.

37 TERMINATION OF EMPLOYMENT

Two (2) weeks notice, or more or less by mutual agreement, on either side or payment or forfeiture of two (2) 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 or suspension pending investigation of the employee's written explanation.

38 COPY OF AGREEMENT

A copy of this agreement and all documents relating to the terms of employment, including a pro forma Individual Agreement, and any variation to this agreement 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 UNIFORMS

The employee is to wear the personal radiation monitor supplied by the employer.

Uniforms supplied after the probationary period are:

- a) Full-time employee: 1 uniform per year.
- b) Part-time and Temporary employee: as set out in the Special Conditions clause of the employee's Individual Agreement. Uniforms are to be worn at all times at work and well maintained. Whenever uniforms are worn the employee is to behave in a manner crediting Marrickville Diagnostic Imaging.

40 NOMINAL TERM OF AGREEMENT

This agreement is to operate from the date of registration and remain in force for a nominal term of one (1) 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..

SIGNED by the employees)

PRINT NAME:

SIGN:

- 1) J. GARNER)
- 2) M. Marican)
- 3) J. WILKOSZ)
- 4) S. WYLIÉ)
- 5) J. PASQUA)
- 6) J. GILES)
- 7))
- 8))
- 9))
- 10))
- 11))
- 12))

J. Garner
M. Marican
J. Wilkosz
S. Wylié
J. Pasqua
J. E. Giles

Before me:)

Witness Signature)

(PRINT NAME))

Date:)

Maura A. Munn
 MOIRA ANNE de VOS
 6.6.95

SIGNED by the employer)

MARRICKVILLE)

DIAGNOSTIC IMAGING)

PTY LTD)

Before me:)

Witness Signature)

(PRINT NAME))

Date:)

J. Garner *Maura A. Munn*
 MOIRA ANNE de VOS
 6.6.95

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PART B

MONETARY AMOUNTS

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 merit and performance after 12 months of continuous employment.

Diagnostic Radiographer/Sonographer

	\$ Per Hour
Grade 1	12.36
Grade 2	12.75
Grade 3	13.45
Grade 4	14.15
Grade 5	14.79
Grade 6	15.62
Grade 7	16.36
Grade 8	17.20

TABLE 2 ALLOWANCE

Casual Loading	15%
Casual Annual Leave	1/12
Saturday Loading	- see Individual Agreement
Other Loadings	- see Individual Agreement

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TABLE 3 GRADINGS

The Employee will be informed of the grading prior to employment, and thereafter after every 12 months of employment.

GRADE	DESCRIPTION
1	General Radiography
2	General Radiography with satisfactory performance under the review requirements of the practice.
3	General Radiography with at least 2 years relevant experience and 1 additional procedure, and satisfactory performance under the review requirements of the practice.
4	General Radiography with at least 3 years relevant experience and 1 additional procedure, and satisfactory performance under the review requirements of the practice.
5	General Radiography with at least 4 years relevant experience and 2 additional procedures, and satisfactory performance under the review requirements of the practice.
6	General Radiography with at least 5 years relevant experience and 2 additional procedures, and satisfactory performance under the review requirements of the practice.
7	General Radiography with at least 6 years relevant experience, rudimentary administration skills and 3 additional procedures, and satisfactory performance under the review requirements of the practice.
8	General Radiography with at least 7 years relevant experience, administration skills and 4 additional procedures, and satisfactory performance under the review requirements of the practice.