

Canberra Imaging Group

ENTERPRISE AGREEMENT 2021

ANGIOGRAPHY SUITE

BELCONNEN

BRUCE

DEAKIN

ERINDALE

GARRAN

GOULBURN X-RAY

GUNGAHLIN

QUEANBEYAN SUPERCLINIC

UNIVERSITY SUPERCLINIC



CONTENTS

1. Title.....	1
2. Coverage.....	1
3. Expiry Date	1
4. NES Precedence	1
5. Workplace Consultative Group (“WCG”)	1
6. Consultation.....	1
7. Dispute Resolution.....	2
8. Employee Representation.....	3
9. Types of Employment	3
10. Classifications	4
11. Rates of Pay.....	4
12. Pay Progression	4
13. Performance Appraisal.....	5
14. Individual Flexibility Arrangements	5
15. Higher Duties	6
16. Payment of Wages	6
17. Reimbursement of Expenses.....	7
18. Overpayments.....	7
19. Additional Payments for Employees Engaged in Certain Activities / Tasks.....	7
20. Ordinary Hours of Work and Overtime.....	10
21. Overtime.....	10
22. On Call.....	12
23. Penalty Rates.....	14
24. Public Holidays.....	14
25. Breaks.....	15
26. Superannuation	15
27. Allowances	15
28. Annual Leave	16
29. Personal / Carer’s Leave and Compassionate Leave	17
30. Other Leave Entitlements	17
31. Long Service Leave.....	17

32.	Parental leave	17
33.	Family and Domestic Violence Leave.....	18
34.	Miscellaneous Leave.....	18
35.	Support for Development and Training	18
36.	Termination of Employment - Redundancy.....	18
37.	Termination of Employment – Resignation	19
38.	Unauthorised Absences	20
39.	Return of Property	20
	SCHEDULE A – PROGRESSION BETWEEN LEVELS & GRADES	22
40.	Sonography.....	22
41.	Health Professionals.....	23
42.	Support Services.....	25
43.	Nursing.....	26
	SCHEDULE B – RATES OF PAY	28
44.	Sonography One-Off Productivity Adjustment to Hourly Rates of Pay	29

1. Title

- 1.1. This Agreement will be known as the Canberra Imaging Group Enterprise Agreement 2021 (“Agreement”).

2. Coverage

- 2.1. This Agreement covers;
- a. Canberra. X-Ray Services Pty Limited (ABN: 50 651 267 104) trading as Canberra Imaging Group (“CIG”) in respect of its employees at CIG locations across NSW and ACT; and
 - b. employees of CIG who are undertaking activities consistent with the roles covered by the classifications listed in Schedule B to this Agreement.

3. Expiry Date

- 3.1. This Agreement commences operation seven days after it is approved by the Fair Work Commission in accordance with the Fair Work Act 2009 (“the Act”) and has a nominal expiry date of four (4) years from date of commencement.

4. NES Precedence

- 4.1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. Workplace Consultative Group (“WCG”)

- 5.1. There will be a Workforce Consultative Group (WCG).
- 5.2. The WCG will comprise:
- a. employee representatives nominated and elected by employees from designated work groups, taking into consideration representation of site locations; and
 - b. management representatives appointed by CIG.
- 5.3. The function of the WCG is to provide a forum in which employee views are able to be represented in relation to significant workplace issues.
- 5.4. Employee representatives on the WCG will be provided with reasonable time during their work hours to undertake their responsibilities, including obtaining views from employees about matters being discussed by the WCG.

6. Consultation

- 6.1. This term applies if CIG:
- a. has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on employees; or
 - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 6.2. For a major change referred to in 6.1(a), CIG must notify the relevant employees who will be affected by the decision to introduce the major change.

- 6.3. The relevant employees may appoint a representative for the purposes of the procedures in this term and CIG will recognise the representative.
- 6.4. As soon as practicable after making its decision, CIG must discuss with the relevant employees the introduction of the change, the effect the change is likely to have on the employees and measures CIG is taking to avert or mitigate the adverse effect of the change on the employees.
- 6.5. For the purposes of the discussion referred to above, CIG will provide in writing to the relevant employees all relevant information about the change including the nature of the change proposed, information about the expected effects of the change on the employees and any other matters likely to affect the employees.
- 6.6. CIG is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.7. CIG must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 6.8. A major change is likely to have a significant effect on employees if it results in:
 - a. the termination of the employment of employees; or
 - b. major change to the composition, operation, or size of the workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 6.9. For a change referred to in clause 6.1(b), CIG must notify the relevant employees of the proposed change.
- 6.10. The relevant employees may appoint a representative for the purposes of the procedures in this term and CIG will recognise the representative.
- 6.11. As soon as practicable after proposing to introduce the change, CIG will discuss with affected employees the introduction of the change.
- 6.12. For the purposes of the discussion referred to above, CIG will provide the relevant employees all relevant information about the change, including the nature of the change, information about what CIG reasonably believes will be the effect of the change on the employees and information about any other matters that CIG reasonably believes are likely to affect the employees. CIG is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.13. CIG will invite employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 6.14. CIG will give prompt and genuine consideration to matters raised about the change by relevant employees, including preferences and circumstances.
- 6.15. Changes to a roster will not be made with less than 7 days' notice to employees except where the changes are due to urgent operational requirements or where affected employees are in agreement.

7. Dispute Resolution

- 7.1. If a dispute relates to a matter arising under this Agreement or the National Employment Standards (NES) then the following dispute procedure will apply.

- 7.2. An employee who is a party to the dispute and CIG may each appoint a representative for the purposes of the procedures in this term.
- 7.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 7.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission. The Fair Work Commission may deal with the dispute in 2 stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute within its jurisdiction to arbitrate under the Act; and
 - c. make a determination that is binding on the parties.
- Note:** If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 7.5. While the parties are trying to resolve the dispute using the procedures in this term an employee must:
- a. continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by CIG to perform other available work at the same workplace, or at another workplace, unless the work is not safe or if applicable Work Health and Safety legislation would not permit the work to be performed, the work is not appropriate for the employee to perform, or there are other reasonable grounds for the employee to refuse to comply with the direction.
- 7.6. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

8. Employee Representation

- 8.1. CIG respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join a union or association.
- 8.2. CIG recognises that an employee may, in matters concerning their employment as referenced throughout this Agreement, choose to have a person of their choice to support or represent them. A person requested by an employee to act in this capacity may include (but not limited to) a union workplace delegate, an elected representative, or a work colleague.
- 8.3. Employee representatives play an important role in maintaining a positive workplace culture. CIG recognises that employees who represent other staff do so in addition to their usual duties. The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

9. Types of Employment

- 9.1. Employees under this Agreement will be engaged in one of the following employment categories:
- a. full-time; or

- b. part-time; or
- c. casual.

Full-time employment

- 9.2. A full-time employee is one who is engaged to work 38 hours per week averaged over a four (4) week period.

Part-time employment

- 9.3. A part-time employee is an employee engaged to work less than an average of 38 ordinary hours per week (calculated over a four (4) week period) and who has reasonably predictable hours of work.
- 9.4. Unless otherwise specified in this Agreement, remuneration and other conditions for part-time employees, including leave, will be calculated on a pro rata basis.
- 9.5. Unless otherwise specified in this Agreement, allowances of a reimbursement nature will be the same for part-time and full-time employees.
- 9.6. The minimum hours worked on any day for a part-time employee is three (3) consecutive hours.

Casual employment

- 9.7. A casual employee is an employee engaged as such. Casual employees will be paid a 25 per cent (25%) casual loading on their ordinary hourly rate in lieu of any entitlement to all forms of paid leave (other than Long Service Leave) and payment for public holidays on which the employee is not required to work.
- 9.8. Casual employees can be required to work up to and including 38 ordinary hours a week but must not be engaged to work on shifts of less than three (3) hours in length.

10. Classifications

- 10.1. The determination of classifications pay scales and career progression is aligned to CIG's overall staffing and skills requirements and is not solely determined by the level of skill or external qualifications held by an individual employee.
- 10.2. CIG will classify all employees in accordance with the nature of the roles required and determination of required number of employees at those levels. Progression through the classification may be dependent upon specific roles and any declared vacancies.

11. Rates of Pay

- 11.1. The base rates of pay for employees under this Agreement are as set out in Schedule B.
- 11.2. Increases to the base rates of pay set out in Schedule B will be paid from the first full pay period in each year following 1 July.
- 11.3. Where an employee is on a higher base rate of pay than the maximum rate set out in Schedule B for that employee's Grade and Level on the day preceding the commencement of this Agreement, the higher base rate of pay will;
- a. increase by 2.25% each year at the same time as general increases to base rates of pay as set out in Schedule B and in a manner consistent with subclause 11.2 subject to the employee's performance being rated as achieving or better on all performance criteria: and
 - b. be considered the base rate of pay for all purposes under this Agreement for that employee.

12. Pay Progression

- 12.1. An eligible employee will progress through pay grades and levels in accordance with Schedule A.

- 12.2. Except for subclause 12.3, progression to the next grade or level will take effect as if it occurred on and from the first full pay period after 1 July in the relevant year.
- 12.3. An eligible employee - sonographer may apply for progression to Grade 2 Level 2 and Grade 3 Level 1 at any time, in accordance with subclauses 40.5 and 40.6. Progression under this clause will take effect as if it occurred on and from the first full pay period following confirmation of meeting the minimum entry level requirements of the relevant Grade and Level.
- 12.4. For the purpose of this clause, an eligible employee is an employee who:
 - a. is not at the maximum rate of pay within their substantive classification level; and
 - b. who has been rated as achieving or better on all performance criteria in the performance appraisal conducted during the preceding relevant financial year period.
- 12.5. To avoid doubt, an employee who is not entitled to a pay progression will not progress to the next level in the relevant year.

13. Performance Appraisal

- 13.1. The performance appraisal cycle operates on a 12-monthly basis aligned to an employee's annual anniversary of commencement with CIG. An employee and their supervisor will develop and agree on an Individual Performance Agreement within four (4) weeks of:
 - a. the commencement of a new performance cycle; and/or
 - b. starting in a new position, either temporarily or permanently, at the same or a higher level.
- 13.2. The performance agreement will consider the classification of the employee the employee's relative pay level and associated experience within the classification and the role they are performing.
- 13.3. An employee's progress against their performance agreement will be reviewed at six (6) months and overall performance formally assessed on the annual anniversary date.
- 13.4. An employee's annual anniversary date may be adjusted to reflect any absence from the workplace where that absence does not count as service and the total absence from the workplace exceeds three (3) months in the relevant year. The adjusted date will be considered the employee's annual anniversary date for the purpose of future performance cycle review dates.

14. Individual Flexibility Arrangements

- 14.1. CIG and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the following terms of this Agreement:
 - a. arrangements about when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances;
 - e. remuneration; and/or
 - f. leave.
- 14.2. An individual flexibility arrangement must meet the genuine needs of CIG and the employee in relation to one or more of the matters mentioned in subclause 14.1 and must be genuinely agreed to by CIG and the employee.
- 14.3. CIG must ensure that the terms of the individual flexibility arrangement;

- a. are about permitted matters under section 172 of the Act; and
 - b. are not unlawful terms under section 194 of the Act; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 14.4. CIG must ensure that the individual flexibility arrangement:
- a. is in writing; and
 - b. includes the name of CIG and employee; and
 - c. is signed by CIG and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - ii how the arrangement will vary the effect of the terms; and
 - iii how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv states the day on which the arrangement commences.
- 14.5. CIG must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14.6. CIG or employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if CIG and employee agree in writing - at any time.

15. Higher Duties

- 15.1. Where an employee is required to work at a higher grade for a temporary period of not less than 3 consecutive working days the employee will be paid at the minimum pay level of the higher grade at which the duty is being performed for all hours worked by the employee.
- 15.2. Where an employee is required to work at a higher grade and is not eligible to receive any additional payment, the period of higher duties will be considered in the employee's performance review.
- 15.3. Where an employee is initially required to work at a higher grade for a period that does not require additional payment and the higher-level work is later extended such that the total period does require additional payment, the employee will be paid for the entire duration of the consecutive period of higher duties.
- 15.4. Notwithstanding subclause 15.1, an Administration employee classified Grade 1 or Grade 2 Level 1 or Grade 2 Level 2 who has performed unpaid Higher Duties for a total period of 20 days in any 12-month period will receive payment for any subsequent period of Higher Duties performed in that 12-month period.
- 15.5. CIG may determine that an employee who is entitled to additional payment under this clause will be paid a higher amount than specified in this clause.

16. Payment of Wages

- 16.1. Employees shall be paid fortnightly in arrears by Electronic Funds Transfer (EFT) into each employee's bank or financial institution account as nominated by the employee, subject to the financial institution accepting payment by electronic funds transfer.

17. Reimbursement of Expenses

- 17.1. CIG will reimburse an employee of all reasonable, pre-approved expenses incurred by that employee in the performance of the employee's duties. To claim reimbursement from CIG the employee must provide CIG with legitimate tax receipts, vouchers, or proof that the employee has spent any amounts claimed.
- 17.2. CIG will usually repay any amounts under this clause during the next pay run but if the amount is considerable then CIG will reimburse the employee as soon as is otherwise reasonably practicable, which shall usually be within two (2) or three (3) business days after the next pay run.

Reimbursement or payment of professional registration and statutory licencing

- 17.3. Where, in order to lawfully perform or practice any aspect of his or her employment with CIG outside of the normal State or Territory where the employee is ordinarily engaged, an employee is required to hold a licence or authority related to their profession, CIG will meet the costs of the employee obtaining that relevant licence under the CIG Education Allowance for Health Professionals scheme. The manner in which payment shall be made will be agreed between the parties and may either be organised by way of reimbursement or payment on behalf of the employee.

18. Overpayments

- 18.1. In the event of an overpayment made to the employee, CIG and the employee will discuss and agree on a repayment arrangement. Where a repayment arrangement is reached, a written agreement will be made setting out:
- a. the reason for the overpayment
 - b. the amount of money overpaid
 - c. the way repayments will be made and how often.

19. Additional Payments for Employees Engaged in Certain Activities / Tasks

- 19.1. In addition to payment for performance of their usual employment duties, some employees under this Agreement may be engaged in other activities or duties from time to time for which they may be entitled to extra monetary payments.
- 19.2. The following Table sets out the gross amounts payable to employees engaged in each of the respective activities outlined in the Table and sets out conditions that must be met for an employee to be eligible for payment.
- 19.3. An employee is not eligible for payment during periods of leave of five (5) consecutive days or more with the exception of annualised payments. Annualised payments will be paid during periods of paid leave as provided in this Agreement.
- 19.4. Annualised payments will be paid on a pro-rata basis for part-time employees consistent with subclause 9.4.

Description of task / activities	Entitlement	Conditions for payment
Membership of the Workplace Consultation Group	\$411 gross per year, paid fortnightly on a pro-rata basis	An employee must be a member of the WCG.

Description of task / activities	Entitlement	Conditions for payment
<p>Membership of Work Health and Safety Committees (however described) as may be established from time to time having regard to legal obligations arising from Work Health and Safety law</p> <p>Health and Safety Representatives as may be appointed under the relevant legislation from time to time.</p>	<p>\$1072 gross per year, paid fortnightly on a pro-rata basis</p>	<p>Payable from date of commencement in the role following appointment to the Work Health and Safety Committee or following an HSR election conducted under Work Health and Safety law.</p> <p>The allowance does not compound where an employee performs both roles.</p>
<p>Lead allowance</p>	<p>\$1.03 gross per hour or part thereof</p>	<p>A nursing or technical employee (e.g. radiographers) working in the CIG angiography, Hybrid or interventional suite hospital who is required to wear a lead apron in the normal course of the employee's duties (i.e. in the catheter lab).</p>
<p>TOIL: travel from Goulburn to ACT or ACT to Goulburn</p>	<p>1/2-hour TOIL per each leg of travel</p>	<p>Entitlement is only available when travel occurs outside of rostered ordinary hours.</p>
<p>First Aid Officers</p>	<p>\$536 gross per year, paid fortnightly on a pro-rata basis.</p>	<p>Employee must be formally selected as a First Aid Officer by CIG.</p> <p>The Employee is required to hold a valid First Aid Certificate.</p> <p>CIG will meet the costs of attendance at training for the First Aid Officer to obtain the relevant certificate and any required refresher courses.</p>
<p>Radiographer, Sonographer and Administration Roster coordinators</p>	<p>\$3.08 gross per hour or part thereof.</p>	<p>Employee must be formally selected by CIG to construct and manage rostering arrangements.</p> <p>Allowance is only payable whilst the employee is performing the role and the employee performs those duties to a competent level, as determined by CIG.</p>
<p>Radiographer, Sonographer and Administration Annual Leave Approval coordinators</p>	<p>\$1.03 gross per hour or part thereof.</p>	<p>Employee must be formally selected by CIG to assess and process annual leave applications.</p> <p>Allowance is only payable whilst the employee is performing the role and the employee performs those duties to a competent level, as determined by CIG.</p>

Description of task / activities	Entitlement	Conditions for payment																														
Clinical Managers Recognition payment	\$2054 gross per year, paid fortnightly on a pro-rata basis.	Employee must be formally selected as a Clinical Manager by CIG.																														
MRI Allowance for qualified employees' who are working in MRI	\$5000 per year paid fortnightly on a pro-rata basis.	<p>Recognition of specialised MRI contribution.</p> <p>MRI employees' must be sufficiently qualified to be able to be rostered to work in MRI and have completed a minimum of 1-year post MRI qualification.</p> <p>Eligibility and competency to access the allowance will be determined by the MRI Clinical Director and the MRI Clinical Manager.</p>																														
<p>The above MRI allowance is in recognition of the default times as detailed below:</p> <table border="1" data-bbox="379 929 1118 1339"> <thead> <tr> <th>Exam</th> <th>default time</th> <th>Site/s</th> </tr> </thead> <tbody> <tr> <td>pancreas/MRCP</td> <td>30 minutes</td> <td>BPH</td> </tr> <tr> <td>Knee</td> <td>10 minutes</td> <td>BPH</td> </tr> <tr> <td>Shoulder</td> <td>30 minutes</td> <td>BPH</td> </tr> <tr> <td>Breast</td> <td>30 minutes</td> <td>Deakin</td> </tr> <tr> <td>Breast implants</td> <td>40 minutes</td> <td>Deakin</td> </tr> <tr> <td>Enterography</td> <td>50 minutes</td> <td>Deakin/ QSC</td> </tr> <tr> <td>Wrist</td> <td>30 minutes</td> <td>Deakin/QSC/UC</td> </tr> <tr> <td>Ankle</td> <td>30 minutes</td> <td>Deakin/QSC/UC</td> </tr> <tr> <td>Shoulder (Non arthrogram)</td> <td>30 minutes</td> <td>Deakin/QSC/UC</td> </tr> </tbody> </table> <p>MRI employees agree that the default times detailed in the table above will replace all previous relevant default times from the date of commencement of this agreement.</p>			Exam	default time	Site/s	pancreas/MRCP	30 minutes	BPH	Knee	10 minutes	BPH	Shoulder	30 minutes	BPH	Breast	30 minutes	Deakin	Breast implants	40 minutes	Deakin	Enterography	50 minutes	Deakin/ QSC	Wrist	30 minutes	Deakin/QSC/UC	Ankle	30 minutes	Deakin/QSC/UC	Shoulder (Non arthrogram)	30 minutes	Deakin/QSC/UC
Exam	default time	Site/s																														
pancreas/MRCP	30 minutes	BPH																														
Knee	10 minutes	BPH																														
Shoulder	30 minutes	BPH																														
Breast	30 minutes	Deakin																														
Breast implants	40 minutes	Deakin																														
Enterography	50 minutes	Deakin/ QSC																														
Wrist	30 minutes	Deakin/QSC/UC																														
Ankle	30 minutes	Deakin/QSC/UC																														
Shoulder (Non arthrogram)	30 minutes	Deakin/QSC/UC																														
Education Allowance for Health Professionals	<p>Grade 2-4: Up to \$2260 gross every two years</p> <p>Grade 5: Up to \$2876 gross every two years</p>	<p>Allowance includes CIG's contribution to registration fees, travel, accommodation, meals, and professional registration.</p> <p>Allowance will generally be paid on a reimbursement basis.</p> <p>An employee who presents at a conference or holds an approved post graduate qualification (eg. PhD) in their relevant modality may apply for an additional 50% loading of this allowance. Approvals will be at the discretion of CIG.</p>																														
Nuchal translucency Coordinator	\$31 gross per week or part thereof.	Employee must be formally selected by CIG to perform the role.																														

Description of task / activities	Entitlement	Conditions for payment
		Allowance is payable only whilst the employee is performing the role.
Sonographer Tutor allowance	\$26 gross per day	Employee must be selected by CIG to perform the role of a Sonographer Tutor. Allowance is only payable to an employee when they are performing the role of a Sonographer tutor on any work day.

20. Ordinary Hours of Work and Overtime

Number of ordinary hours per week

- 20.1. The ordinary hours of work for a full-time employee shall be 38 hours per week averaged over a four (4) week period.
- 20.2. The ordinary hours of work for a part-time employee shall be the hours that are agreed between the employee and CIG as being that employee's ordinary hours (being less than an average of 38 hours a week averaged over a four (4) week period). The part-time employee and CIG may agree to change their ordinary hours from time to time.

Maximum number of ordinary hours of work per day

- 20.3. The maximum daily ordinary hours of work for employees under this Agreement shall be ten (10) hours (excluding meal breaks). Where an employee is required to work more than ten (10) hours in a shift (excluding meal breaks), each of the hours worked beyond ten (10) hours on that day will be overtime.

Span of ordinary hours

- 20.4. The ordinary hours of work for an employee under this Agreement shall be worked between 7:00am and 9:00pm from Monday to Friday and 8:00am – 5:00pm Saturday. If an employee is required to work outside this span of hours, then each of the hours worked outside the span of hours will be overtime.
- 20.5. Except in exceptional circumstances employees will be provided 2 consecutive days off each week excluding public holidays.

21. Overtime

- 21.1. Overtime may be approved by CIG for employees and CIG may require an employee to work a reasonable amount of overtime. In determining what is reasonable overtime, CIG will consider factors including the operational requirements, an employee's personal circumstances, the notice given to an employee by CIG and any risk to an employee's health and safety.

Definition of overtime

- 21.2. Overtime is any time worked by the employee of at least 15 consecutive minutes:
- outside the span of hours set out in clause 20.4;
 - in excess of ten (10) hours in any one day; or
 - in excess of 38 hours per week;
- where those hours are worked at the direction of and with prior approval of the Site or Office Manager as CIG's delegate, or CIG.

- 21.3. Additionally, for a part-time employee, overtime is any time worked by the employee in excess of 7.6 hours in any one day and that is in excess of the employee's agreed ordinary hours.
- 21.4. Overtime is not payable where an employee agrees to swap a shift with another employee or where the change in hours is at the initiative of the employee.
- 21.5. Where an employee works overtime, the employee will be paid overtime rates calculated on their ordinary base rate of pay as follows:

For overtime worked on	Overtime rate
Compulsory after hours meetings with the exception of: <ul style="list-style-type: none"> a. The meeting being a requirement of the persons position for which they receive an allowance, or a higher base rate of pay than the maximum rate set out in Schedule B; b. Managers for whom attendance is a requirement of the position. 	Ordinary time
Monday to Friday (excluding public holidays) first two hours	Time and a half
Monday to Friday (excluding public holidays) after two hours at time and a half	Double time
Saturday – first two hours	Time and a half
Saturday – after two hours at time and a half	Double time
Sunday	Double time
Public holiday	Double time and a half

- 21.6. In calculating overtime, the following shall apply:
 - a. For full-time and part-time employees, overtime payments shall be calculated on the employee's ordinary base rate of pay.
 - b. For casual employees, overtime payments shall be calculated on the employee's ordinary base rate of pay plus the casual loading.
- 21.7. Each day where overtime is worked stands alone. This means that each day is treated independently when applying overtime, where worked continuously over two calendar days.
- 21.8. A minimum payment of three hours applies to overtime hours worked on a day where the employee is not rostered to work ordinary hours.
- 21.9. An employee recalled to work after leaving CIG's premises will be paid for a minimum of two (2) hours work at the appropriate overtime rate. This does not apply to hours worked by an employee whilst on-call where the employee is entitled to other benefits under this Agreement such as on-call allowances.
- 21.10. An employee required to work more than four (4) hours overtime is entitled to take a paid rest break of twenty (20) minutes after each four (4) hour period.

Rest period after overtime

- 21.11. An employee who works so much overtime between the finish of their work on one day and the commencement of ordinary work on the next day that they have not had at least ten (10) consecutive hours off duty will:
- a. be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during this absence; or
 - b. if, on the instructions of CIG, the employee resumes or continues work without having had ten (10) hours off duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The employee is then entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. This is applicable for actual overtime worked above the employee's normal hours of work on a daily basis and does not apply to those participating in the on-call roster.

Time off in Lieu ("TOIL")

- 21.12. An employee may elect, with the consent of CIG, to take time off instead of payment for overtime which will be taken at a time agreed with CIG. This is known as "Time off in lieu" (referred to in these provisions as "TOIL").
- 21.13. Overtime taken as TOIL during ordinary hours will be taken at the ordinary time base rate (i.e. an hour for each hour worked).
- 21.14. Unless otherwise approved by CIG an employee can only have 24 hours of TOIL accrued at any point in time.
- 21.15. An employee must take any accrued TOIL within two (2) months of it being accrued, unless otherwise agreed with CIG. If an employee fails to take TOIL within that period, then the employee shall instead be paid for working that overtime (at the overtime rate applicable to the overtime when worked). At that point, the employee's accrued TOIL balance shall be reduced by the number of hours in respect of which payment was made.
- 21.16. If, on the termination of the employee's employment, accrued TOIL has not been taken, CIG will pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

22. On Call

On-call allowance

- 22.1. On-call allowance is paid to an employee where they are required by CIG to be contactable and ready to attend the work premises on short notice outside of their ordinary hours. On-call allowance is paid regardless of whether the employee is called out to attend the work premises or not and will be paid as follows:
- a. An employee required to be on-call, Monday to Friday will receive an amount of \$51.00 for each day.
 - b. An employee required to be on-call Saturday and/or Sunday will receive an amount of \$77.00 for each day.
 - c. An employee required to be on-call on a public holiday will receive an amount of \$103 for that public holiday

Payment for attending work whilst on-call

- 22.2. Where an employee is on call and required to take or make a telephone call and provide assistance to support patients of the hospital, but not required to attend the work premises, the employee is entitled to payment for each 15-minute period of the phone call calculated at the rate of double time on the employee's ordinary base rate of pay.

CIG shall ordinarily require reasonable validation of such telephone conversations having taken place.

- 22.3. Where an employee is on-call and is required to attend the work premises, payment shall be made for each hour worked at the rate of double time calculated on the employee's ordinary base rate of pay.
- 22.4. The minimum period payable to an employee recalled to the work premises whilst in receipt of an on-call allowance is three (3) hours. Any subsequent recalls to duty that occur within the three (3) hour period are deemed to be continuous with the initial recall.
- 22.5. Should the employee have left the CIG workplace after completing the initial matter and a call occurs to attend a subsequent matter, at a time greater than 3 hours since the initial matter call was commenced, another minimum pay period of 3 hours will apply.
- 22.6. An employee who is required to attend work while on-call and who receives payment for that attendance in accordance with this clause, is not entitled to payment for overtime or TOIL for that work.

Rest period after attending work whilst on-call

- 22.7. An employee who has been required to attend the work premises whilst on-call and has not had at least nine (9) consecutive hours off duty in between finishing and commencing ordinary hours each working day will:
 - a. Be released after completion of the last attendance at the work premises whilst on-call until they have had nine (9) consecutive hours off duty without loss of pay for ordinary working time occurring during this absence; or
 - b. If, on the instructions of CIG, the employee resumes or continues work without having had nine (9) hours off duty, the employee will be paid at the rate of time and a half for the first 3 hours and double time until they are released from duty for such a period. The employee is then entitled to be absent until they have had nine (9) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

On-Call additional leave

- 22.8. A full-time or part-time employee will be credited one (1) day On-Call Additional Leave where the employee is:
 - a. Required to be on-call in accordance with this clause greater than four (4) separate occasions in a three (3)-calendar month period; and
 - b. Are required to attend the work premises due to call outs for a total period greater than 75 hours within that three (3)-calendar month period.
- 22.9. On-call periods and any associated hours worked during the on-call period that occurs as a result of an employee agreeing to swap an on-call period with another employee or where the on-call period is at the initiative of the employee, will not count under subclause 22.8.
- 22.10. An On-Call Additional leave credit will be made upon application from the employee and must be taken in whole day blocks within six (6) months of it being credited and does not accrue or carry over at the conclusion of the six (6) month period.
- 22.11. An On-Call Additional leave request will be approved subject to operational requirements. Where a leave request cannot be approved, CIG may agree to an alternative date post the six (6) month period or direct the employee to take the leave on another day within the six (6) month period.
- 22.12. For the purpose of this clause, each three (3) calendar month period commences on 1 January, 1 April, 1 July, and 1 October each year,
- 22.13. For the purpose of this clause a day is deemed to be the lesser of 7.6 hours or the ordinary hours agreed in writing between CIG and the employee.

23. Penalty Rates

- 23.1. An employee, other than a casual employee, rostered to work ordinary hours will be paid a penalty of:
- a. 15% for all ordinary hours worked by the employee between 6:00pm and 8:00pm, Monday to Friday; and
 - b. 25% for all ordinary hours worked by the employee between 8:00pm and 9:00pm, Monday to Friday; and
 - c. 50% for all ordinary hours worked by the employee on a Saturday.

24. Public Holidays

- 24.1. The following public holidays will apply under this Agreement:
- a. New Year's Day (1 January);
 - b. Australia Day (26 January);
 - c. Good Friday;
 - d. Easter Monday;
 - e. Anzac Day (25 April);
 - f. the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - g. Christmas Day (25 December);
 - h. Boxing Day (26 December); and
 - i. any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.
- 24.2. If under a State or Territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday. CIG and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.
- 24.3. Full-time and part-time employees are entitled to be absent from work on public holidays gazetted for the ACT or NSW (as the case may be depending on the usual work location of the employee) in accordance with the NES. If a permanent employee's usual working hours fall on a public holiday and the employee is not required to work, the employee will be paid at their ordinary base rate of pay for the public holiday. If the employee's ordinary hours do not fall on the public holiday, they are not entitled to payment. Casual employees are not entitled to payment for public holidays not worked.
- 24.4. An employee, who is absent on a day or part-day that is a public holiday in a place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day. Where a public holiday falls during a period when an employee is absent on leave (other than Annual or Personal Leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (for example, if on long service leave at half pay, payment is on half pay).
- 24.5. Where an employee is on unpaid leave on the working days immediately before and after a public holiday, he or she will not be paid for the public holiday.

25. Breaks

Meal

- 25.1. An employee who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than sixty (60) minutes.
- 25.2. The time of taking the meal break may be varied by agreement between an employee and CIG from time to time.
- 25.3. Subject to the operational requirements of the business, CIG may from time to time allow an employee working more than five (5) hours on a particular day to forego thirty (30) minutes of their sixty (60) minute unpaid meal break and allow the employee to finish their rostered shift thirty (30) minutes early.

Tea breaks

- 25.4. Employees are entitled to a paid ten (10) minute tea break for each four (4) hours worked to be taken at a suitable time during the shift. Tea breaks will count as time worked.

26. Superannuation

- 26.1. Superannuation contributions will be made on employees' behalf into their nominated superannuation fund in accordance with the applicable superannuation legislation. The rights and obligations in this clause supplement those in superannuation legislation.
- 26.2. Employees engaged prior to 18 October 2005 and who have been in continuous paid employment with CIG from that date, will receive 11% employer superannuation contribution.
- 26.3. Employees who were engaged after 18 October 2005 but prior to 18 October 2007 and have been in continuous paid employment with CIG since 18 October 2007, will receive 10% employer superannuation contribution.
- 26.4. If changes to the *Superannuation Guarantee (Administration) Act* 1992 require employer contributions at or above the levels payable to affected employees, sub clauses 25.2 and 25.3 will cease to apply.

27. Allowances

Overtime meal allowances

- 27.1. Overtime meal allowances are not payable to employees' who are "on call" except where overtime hours are worked consecutive with ordinary hours.
- 27.2. Where overtime of no less than 2 hours is required to be worked consecutive to ordinary hours and it is not reasonably practicable for the employee to return home for a meal within a meal break, an employee may be supplied with adequate meal and/or dining facilities or if this is not practicable, the employee will instead be paid a meal allowance as follows:
 - a. \$12.50, when required to work after the usual finishing hour of work beyond one hour.
 - b. \$25.00 when such overtime work exceeds four (4) hours.

Travelling, transport and fares

- 27.3. Consistent with workplace health and safety obligations CIG's preference is for all work-related travel to be in Company vehicles. However, a motor vehicle allowance is payable where CIG does not have a Company vehicle available, and an employee is required and authorised in writing by CIG to use his or her private vehicle for work related purposes prior to the travel.

- 27.4. The rate of motor vehicle allowance is the same as the rate determined by the “cents per kilometre” method used by the Australian Taxation Office (currently 66 cents per kilometre).

28. Annual Leave

- 28.1. Employees are entitled to annual leave in accordance with the provisions of the NES.
- 28.2. All Full-time and Part-time Nursing employees and all Full-time and Part-time employees who, at the commencement of this Agreement have been continuously employed with CIG since 17 March 2004 shall be entitled to a total of five (5) week's paid annual leave each year, inclusive of the NES entitlement.
- 28.3. Paid annual leave may be taken as agreed between CIG and each employee.

Cashing out of annual leave

- 28.4. Paid annual leave may be cashed out by an eligible employee at their request subject to the following conditions being met:
- a. paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks;
 - b. each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between CIG and the employee; and
 - c. the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

Purchasing annual leave

- 28.5. CIG may allow an ongoing employee with at least twelve (12) months continuous service to purchase up to one (1) week leave per calendar year. In considering this request, regard must be had to the operational requirements of CIG and subject to an employee not having an annual leave balance in excess of eight (8) weeks.
- 28.6. A purchased leave arrangement is defined as meaning an arrangement under which an employee elects to take an additional one (1) week leave per year in addition to all other leave entitlements but is paid 51/52 of the average weekly base rate of pay and related allowances that would ordinarily be paid during a period of leave that apply at the date the leave is purchased.
- 28.7. Purchased leave, where accessed will count for service for all purposes.
- 28.8. Purchased leave is taken at the rate of the employee's base rate of pay and related allowances that would ordinarily be paid during a period of leave that apply at the date that the purchased leave is taken. Higher duties allowance is not payable during periods of purchased leave.
- 28.9. Purchased leave must be scheduled and utilised within the twelve-month period in which it is purchased. Purchased leave not taken during this period will automatically be reimbursed in the employee's pay at the same rate it was purchased.
- 28.10. Where an employee has paid for purchased leave and has not accessed that leave before cessation of employment with CIG, the purchased leave will be reimbursed to the employee on cessation at the same rate that it was purchased.
- 28.11. Where, on cessation of employment with CIG, an employee has accessed purchased leave more than the leave they have paid for:
- a. the employee may elect to repay the outstanding amount; or
 - b. if no such election is made, CIG may, in accordance with an agreement with the employee, deduct an amount equal to the outstanding amount from monies otherwise payable to the employee or seek to recover that amount as a debt.

- 28.12. The employee may cease the arrangement at any time through the provision of four (4) weeks' notice

29. Personal / Carer's Leave and Compassionate Leave

- 29.1. Employees are entitled to paid and unpaid Personal/Carer's Leave, and Compassionate Leave in accordance with the provisions of the NES.

30. Other Leave Entitlements

- 30.1. Employees are entitled to other kinds of leave (e.g., Community Service Leave, Parental Leave, Jury Service Leave and Family and Domestic Violence Leave) in accordance with the NES.

31. Long Service Leave

- 31.1. Long service leave entitlements are dealt with under the applicable State or Territory laws also having regard to the relevant provisions of the NES.
- 31.2. Employees will take Long Service Leave as soon as practicable after the leave has accrued at a time agreed between the employee and CIG.
- 31.3. In exceptional circumstances and, where permitted by the applicable legislation, CIG may agree to grant long service leave in shorter blocks of time than the accrued long service leave entitlement.

Long term existing employees

- 31.4. Employees engaged prior to 19 October 2011 and who have been in continuous paid employment with CIG from that date, will accrue long service leave at a rate equivalent to three-tenths of one (1) month for each year of service.

32. Parental leave

- 32.1. Employees are entitled to parental leave in accordance with the NES.

Paid Parental Leave

- 32.2. Paid parental leave is available to eligible employees. An eligible employee for the purposes of this clause is an employee who:
- is entitled to unpaid parental leave in accordance with the Act; and
 - has completed at least twelve (12) months continuous service immediately prior to the commencement of the initial unpaid parental leave; or
 - has completed at least twelve 12 months employment to count as service with CIG, immediately prior to the commencement of any subsequent period of unpaid parental leave.
- 32.3. **Primary care giver** – a primary care giver for the purposes of this clause is a person eligible to take unpaid parental leave under the Act and who is the primary care giver of a child immediately following the birth or adoption of the child:
- An eligible employee as defined in subclause 32.2 who is a primary care giver who takes unpaid parental leave under the Act will be paid at the employee's ordinary base rate of pay for the first twelve (12) weeks of the parental leave period.
 - Payment under these provisions does not entitle the employee to an additional period of leave beyond the period of unpaid parental leave available to the employee under the Act.
- 32.4. **Partner of a primary care giver** - a partner of a primary care giver for the purposes of this clause is a spouse or de facto partner (within the meaning set out in the Act) of a

person who is the primary care giver of a child immediately following the birth or adoption of the child:

- a. An eligible employee as defined in 31.2, who is a partner of a primary care giver who takes unpaid parental leave under the Act will be paid at the employee's ordinary base rate of pay for the first week of the parental leave period.
- b. Payment under these provisions does not entitle the employee to an additional period of leave beyond the period of unpaid parental leave available to the employee under the Act.

33. Family and Domestic Violence Leave

- 33.1. For the purpose of this clause, family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007, as amended, or replaced from time to time. The violence may have been reported to the police or may be the subject of an Apprehended Violence Order.
- 33.2. An employee experiencing family and domestic violence is entitled to unpaid leave in accordance with the National Employment Standards and can utilise paid personal/ carer's leave entitlements provided for in this Agreement.
- 33.3. Where paid personal/ carer's leave entitlements are exhausted, CIG will grant up to five (5) days per year of paid Special Family and Domestic Violence leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- 33.4. Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available up to a maximum period in any calendar year of twenty (20) days unpaid Family and Domestic Violence Leave.
- 33.5. To access paid and unpaid leave, the employee must provide CIG with evidence, to CIG's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. CIG may accept a variety of agreed documentation in support of an application for leave.

34. Miscellaneous Leave

- 34.1. CIG may grant an employee miscellaneous leave without pay. Unless determined otherwise, miscellaneous leave without pay does not break continuity of service but will not count as service unless otherwise required by law.

35. Support for Development and Training

- 35.1. CIG may approve financial and other support to employees for the purpose of undertaking further professional development consistent with agreed outcomes identified through individual employee performance appraisals.

36. Termination of Employment - Redundancy

- 36.1. In accordance with the NES, full-time and part-time employees are entitled to be paid redundancy pay if their employment is terminated because CIG no longer requires the job done by the employee to be done by anyone (except where this is due to the ordinary and customary turnover of labour).

Calculation of payments for redundancy

- 36.2. Redundancy pay is calculated on the employee's ordinary base rate of pay for their classification and the employee's length of service as set out in the following table (pro-rata entitlements will apply for part-time employees depending on their ordinary hours of work).

Period of continuous service	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	16 weeks

Employee leaving during notice period

- 36.3. An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

Job search entitlement

- 36.4. An employee given notice of termination in circumstances of redundancy must be allowed under this Agreement up to one (1) days' time off without loss of pay during each week of notice for the purposes of seeking other employment. The employee may be asked for proof of attendance at an interview, or they may not be entitled to payment under this clause.

37. Termination of Employment – Resignation

- 37.1. A full-time or part-time employee who wishes to terminate their employment must give notice of termination in writing to CIG as follows

Period of continuous service	Minimum notice period
1 year or less	1 week
More than 1 year - 3 years	2 weeks
More than 3 years - 5 years	3 weeks
More than 5 years	4 weeks

- 37.2. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

38. Unauthorised Absences

- 38.1. Where an employee is absent from duty without approval the absence will be without pay and will not count as service for any purpose. Other benefits provided under this Agreement will cease to be available to the employee until he or she resumes duty or is granted leave.

39. Return of Property

- 39.1. Upon termination of employment, employees must return all property of CIG or a customer of CIG (if applicable) in their possession.

Canberra Imaging Group ENTERPRISE AGREEMENT 2021

Schedule A



SCHEDULE A – PROGRESSION BETWEEN LEVELS & GRADES

40. Sonography

- 40.1. Sonography employee (excluding a Trainee) will be considered for progression through the levels and between grades (where permitted) annually in accordance with Clause 12 of this Agreement subject to meeting the requirements detailed in this schedule.
- 40.2. A Sonography Trainee will be considered for progression through levels 1 to 4 of Grade 1 as detailed in this schedule. Progression to Grade 2 will be considered in accordance with Clause 12 of this Agreement and subject to attaining the minimum qualification of a Sonographer.
- 40.3. In addition to the progression parameters detailed in this clause, a Sonography employee may apply for accelerated progression to the level above their substantive level where:
- a. The employee is below Grade 4, Level 3; and
 - b. the employee can demonstrate their ability to meet the performance criteria and any qualification requirements at the higher level; and
 - c. the employee has completed vascular ultrasound training and is a least twelve (12) months post obtaining this qualification; and
 - d. the vascular ultrasound training was at the initiative of and funded by CIG; or
 - e. the employee meets the criteria detailed in 36.3(a) – (c) and CIG have determined the additional skills are needed to meet operational requirements.

40.4. Grade 1 – Trainee Sonographer (Levels 1-4)

Progression:

- a. From Level 1 to Level 2 will occur after the trainee has completed more than six (6) months of training and following a successful competency assessment.
- b. From Level 2 to Level 3 will occur after the trainee has completed more than twelve (12) months of training and following a successful competency assessment.
- c. From Level 3 to Level 4 will occur after the trainee has completed more than eighteen (18) months of training and following a successful competency assessment.

40.5. Grade 2 (Levels 1-2)

Minimum entry level requirements:

- a. Possess either a relevant Graduate diploma or ASAR recognised equivalent and has been assessed as competent by CIG tutor sonographer: and
- b. Has a minimum of twenty (20) months scanning experience: and
- c. Has successfully completed the competency assessment to progress to Grade 2 Level 1.

Progression to Grade 2 Level 2 will occur:

- a. where the employee has a minimum six (6) months experience post qualification; and

- b. once all required exams are routinely performed at minimum stipulated productivity levels; and
- c. Possess Nuchal accreditation or be working toward it: and
- d. has successfully completed the competency assessment to progress to Grade 2 Level 2.

40.6. Grade 3 (Levels 1-2)

Minimum entry level requirements:

- a. Has successfully completed the competency assessment to progress to Grade 3 Level 1: and
- b. Can perform Grade 2 and Grade 3 examinations at the rate and level required at the Grade 3 classification without:
 - i Blocking appointment times to allow "catch-up" to cover examination overrun; or
 - ii The claiming of regular and excessive overtime

Progression between the Levels within Grade 3 may be applied upon the satisfactory attainment of the assessment and meeting all required targets of the role.

40.7. Grade 4 (Levels 1-4)

An employee may progress to a Grade 4 role following a formal application and assessment process.

Progression between Levels 1 to 3 may be applied upon the satisfactory attainment of the assessment and meeting all required targets of the role.

Progression to Grade 4 Level 4 will be by appointment only following a selection process.

40.8. Grade 5

An employee may only be appointed into a Grade 5 role following a selection process.

41. Health Professionals

41.1. One off Adjustment - MRI

On commencement of this agreement eligible Grade 3 employees working in MRI will be entitled to a one-off adjustment to their Grade or Level consistent with this subclause.

To be considered eligible, an employee must have completed the MRI training and attained ASMIRT Part 1 accreditation before the date of commencement of this agreement and be performing at a satisfactory level:

- a. An eligible employee at or below Grade 3.4 will progress to Grade 3.5
- b. An eligible employee at Grade 3.5 or 3.6 will progress to Grade 3.7 and
- c. An eligible employee at Grade 3.6 or 3.7 who also has at least twelve (12) months experience in MRI will progress to Grade 4.

Adjustment to the rate of pay under this subclause will be paid from the first full pay period following the date of commencement of this agreement.

41.2. General Progression Rules

A Health Professional employee will be considered for progression through the levels and between grades (where permitted) annually in accordance with Clause 12 of this Agreement and subject to meeting any additional requirements specific to the grade and level of the employee as detailed in this Schedule.

41.3. Grade 1 to Grade 2

Progression from Grade 1 to Grade 2 will occur once all clinical requirements have been met.

41.4. Grade 2 (Levels 1-3)

Minimum Entry Level Requirements:

- a. Has obtained unconditional Australian Health Practitioners Regulation Agency (AHPRA) registration: and
- b. Has successfully completed the competency assessment to progress to Grade 2 Level 1.

Progression between Grade 2 Levels 1 – 3 may be applied upon the satisfactory attainment of the annual competency assessment and meeting all required targets of the role.

41.5. Grade 3 (Levels 1-7)

Minimum Entry Level Requirements:

- a. The employee can demonstrate a minimum of 2 years' experience post AHPRA qualification: and
- b. Upon the satisfactory attainment of the annual competency assessment and meeting all required targets of the role.

Notwithstanding the provisions above, an employee may apply for accelerated advancement between grade 2 and grade 3 at any time following the completion of their second year at grade 2 where the employee:

- a. exceeds the performance expectations at grade 2; and
- b. can demonstrate their ability to meet the performance criteria and any qualification requirements at the grade 3 level; and
- c. can demonstrate advanced training or competent participation in modality sub-speciality.

Progression

Except where MRI specific progression applies, **progression** between Grade 3 Levels 1 - 7 may be applied upon the satisfactory attainment of the annual competency assessment and meeting all required targets of the role.

MRI Accelerated Progression

Accelerated progression may be applied upon the satisfactory attainment of the annual competency assessment and meeting all required targets of the role where an employee has completed the MRI training and attained ASMIRT Part 1 accreditation as follows:

- a. Grade 3 Levels 1 to 3 will progress to Grade 3 Level 5; or
- b. Grade 3 Level 5 will progress to Grade 3 Level 7.

41.6. Grade 4 (Levels 1-6)

Except as otherwise stated in this subclause, an employee may only be appointed into a Grade 4 role following a selection process.

An MRI employee may apply for progression between Grade 3 Level 7 to Grade 4 Level 1 subject to meeting the following Minimum Entry Requirements:

- a. The employee can demonstrate a minimum of twelve (12) months MRI experience post completion of the MRI training and attainment of AMSIRT Part 1 accreditation: and

- b. Upon the satisfactory attainment of the annual competency assessment and meeting all required targets of the role.

Progression between Levels 1 to 5 within Grade 4 may be applied upon the satisfactory attainment of the annual competency assessment and meeting all required targets of the role.

An employee may only be appointed into a Grade 4 Level 6 role following a selection process.

41.7. Grade 5 (Levels 1-4)

An employee may only be appointed into a Grade 5 role following a selection process.

There is no annual progression between Levels within this grade.

42. Support Services

- 42.1. A Support Services employee will be considered for progression through the levels and between grades (where permitted) annually in accordance with Clause 12 of this Agreement and subject to meeting any additional requirements specific to the grade and level of the employee as detailed in this Schedule.

42.2. Grade 1 to Grade 2

Progression between Grade 1 and Grade 2 may be applied upon the satisfactory attainment of the assessment and meeting all required targets of the role. Minimum training and/or experience relevant to the role is required.

Where an employee has less than twelve (12) months experience at the Grade 1 level at the time of the employee's appraisal, progression to Grade 2 may only occur where approved by the CIG executive.

42.3. Grade 2 (Levels 1-5) and Grade 3 (Levels 1-7)

Progression between the levels within Grades 2 and 3 may be applied upon the satisfactory attainment of the annual competency assessment and meeting all required targets of the role.

Progression between Grade 2 and Grade 3 will only be considered:

- a. Where the employee can demonstrate at least 3 years' relevant industry experience in their respective field; and
- b. Upon the satisfactory attainment of the annual competency assessment and meeting all required targets of the role.

An employee may also be appointed to the Grade 3 level following a selection process.

42.4. Grade 4 (Levels 1-4)

An employee may only be appointed into a Grade 4 role following a selection process.

Progression between Levels 1 to 3 within Grade 4 may be applied upon the satisfactory attainment of the assessment and meeting all required targets of the role.

An employee may only be appointed into a Grade 4 level 4 role following a selection process.

42.5. Grade 5

An employee may only be appointed into a Grade 5 role following a selection process.

43. Nursing

43.1. A Nursing employee (enrolled nurse (EN) and registered nurse (RN)) will be considered for progression through the levels and between grades (where permitted) annually in accordance with Clause 12 of this Agreement and subject to meeting any additional requirements specific to the grade and level of the employee as detailed in this Schedule.

43.2. **Grade 1 (EN Level 1-3)**

Progression between Levels 1 to 3 within Grade 1 may be applied upon the satisfactory attainment of the assessment and meeting all required targets of the role.

An employee must have a minimum twelve (12) months experience within CIG before they may be considered for progression to the next Level following the employee's appraisal consistent with Clause 12.

43.3. **Grade 2 (RN Level 1-5)**

An employee may only be appointed into a Grade 2 role following a selection process.

Progression between Levels 1 to 5 within Grade 2 may be applied upon the satisfactory attainment of the assessment and meeting all required targets of the role.

43.4. **Grade 3 (RN1-5)**

An employee may only be appointed into a Grade 3 role following a selection process; or demonstrated outstanding clinical excellence after 4 years minimum experience with CIG as a RN.

Progression between Levels 1 to 5 within Grade 3 may be applied upon the satisfactory attainment of the assessment and meeting all required targets of the role.

43.5. **Grade 4 (RN)**

An employee may only be appointed into a Grade 4 role following a selection process.

Canberra Imaging Group ENTERPRISE AGREEMENT 2021

Schedule B



SCHEDULE B – RATES OF PAY

NURSING EMPLOYEES' HOURLY RATES OF PAY

Nursing Staff Classification	Existing hourly rates	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 1 EN					
Level 1	\$28.58	\$29.22	\$29.88	\$30.55	\$31.24
Level 2	\$30.00	\$30.68	\$31.37	\$32.07	\$32.79
Level 3	\$31.80	\$32.52	\$33.25	\$34.00	\$34.76
GRADE 2 RN					
Level 1	\$39.75	\$40.64	\$41.56	\$42.49	\$43.45
Level 2	\$41.14	\$42.07	\$43.01	\$43.98	\$44.97
Level 3	\$42.58	\$43.54	\$44.52	\$45.52	\$46.54
Level 4	\$44.07	\$45.06	\$46.08	\$47.11	\$48.17
Level 5	\$45.60	\$46.63	\$47.68	\$48.75	\$49.84
GRADE 3 RN					
Level 1	\$46.52	\$47.57	\$48.64	\$49.73	\$50.85
Level 2	\$47.45	\$48.52	\$49.61	\$50.73	\$51.87
Level 3	\$48.41	\$49.50	\$50.61	\$51.75	\$52.92
Level 4	\$49.38	\$50.49	\$51.63	\$52.79	\$53.98
Level 5	\$50.35	\$51.48	\$52.64	\$53.83	\$55.04
Grade 4 RN					
Level 1	\$51.62	\$52.78	\$53.97	\$55.18	\$56.42

SONOGRAPHY HOURLY RATES OF PAY

Sonographer Staff Classification	Existing hourly rates	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 1					
Level 1	\$30.14	\$30.82	\$31.51	\$32.22	\$32.95
Level 2	\$33.14	\$33.89	\$34.65	\$35.43	\$36.22
Level 3	\$36.46	\$37.28	\$38.12	\$38.98	\$39.85
Level 4	\$40.11	\$41.01	\$41.94	\$42.88	\$43.84
Grade 2					
Level 1	\$47.51	\$52.26	\$53.44	\$54.64	\$55.87
Level 2	\$49.17	\$54.09	\$55.30	\$56.55	\$57.82
Grade 3					
Level 1	\$56.56	\$62.22	\$63.62	\$65.05	\$66.51
Level 2	\$57.60	\$63.36	\$64.79	\$66.24	\$67.73
Grade 4					
Level 1	\$58.74	\$64.61	\$66.07	\$67.55	\$69.07
Level 2	\$59.76	\$65.74	\$67.22	\$68.73	\$70.27
Level 3	\$60.81	\$66.89	\$68.40	\$69.93	\$71.51
Level 4	\$61.86	\$68.05	\$69.58	\$71.14	\$72.74
Grade 5					
Level 1	\$62.77	\$69.05	\$70.60	\$72.19	\$73.81
Level 2	\$63.55	\$69.91	\$71.48	\$73.09	\$74.73

44. Sonography One-Off Productivity Adjustment to Hourly Rates of Pay

- 44.1. The above sonographer rates of pay are reflective of the additional productivity detailed in the below table:

Default scan time changes
Morphology US - 40 to 50 minutes
MSK - MSK 20 minutes - excluding MSK Deakin, BPH and trainee sonographer lists. Excluding Bilateral
Scrotal - 30 to 20 - excluding Deakin, BPH and Bel
DVT - 30 to 20 - excluding Deakin, BPH and Bel, Excluding Bilateral

- 44.2. Sonography employees agree that the default scanning time changes detailed in the table above will replace all previous default scanning times for Sonographer Grade 3 and above, from the date of commencement of this Agreement.

OTHER HEALTH PROFESSIONAL EMPLOYEES' HOURLY RATES OF PAY

Health Professionals Staff Classification	Existing hourly rates	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 1	\$31.04	\$31.74	\$32.45	\$33.18	\$33.93
Grade 2					
Level 1	\$34.57	\$35.35	\$36.14	\$36.96	\$37.79
Level 2	\$36.30	\$37.12	\$37.95	\$38.81	\$39.68
Level 3	\$38.11	\$38.97	\$39.84	\$40.74	\$41.66
GRADE 3					
Level 1	\$41.23	\$42.16	\$43.11	\$44.08	\$45.07
Level 2	\$42.68	\$43.64	\$44.62	\$45.63	\$46.65
Level 3	\$44.17	\$45.16	\$46.18	\$47.22	\$48.28
Level 4	\$45.72	\$46.75	\$47.80	\$48.88	\$49.98
Level 5	\$47.32	\$48.38	\$49.47	\$50.59	\$51.72
Level 6	\$48.49	\$49.58	\$50.70	\$51.84	\$53.00
Level 7	\$49.69	\$50.81	\$51.95	\$53.12	\$54.32
GRADE 4					
Level 1	\$50.90	\$52.05	\$53.22	\$54.41	\$55.64
Level 2	\$52.52	\$53.70	\$54.91	\$56.15	\$57.41
Level 3	\$54.21	\$55.43	\$56.68	\$57.95	\$59.26
Level 4	\$55.93	\$57.19	\$58.48	\$59.79	\$61.14
Level 5	\$57.73	\$59.03	\$60.36	\$61.72	\$63.10
Level 6-defined	\$58.75	\$60.07	\$61.42	\$62.81	\$64.22
Grade 5					
Level 1	\$60.37	\$61.73	\$63.12	\$64.54	\$65.99
Level 2	\$61.14	\$62.52	\$63.92	\$65.36	\$66.83
Level 3	\$62.77	\$64.18	\$65.63	\$67.10	\$68.61
Level 4	\$63.55	\$64.98	\$66.44	\$67.94	\$69.47

ADMINISTRATIVE AND SUPPORT SERVICES EMPLOYEES' HOURLY RATES OF PAY

Administration Staff Classification	Existing hourly rates	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 1	\$21.31	\$22.83	\$23.34	\$23.87	\$24.41
Grade 2					
Level 1	\$22.33	\$23.75	\$24.28	\$24.83	\$25.39
Level 2	\$23.23	\$24.69	\$25.25	\$25.81	\$26.39
Level 3	\$24.15	\$25.69	\$26.27	\$26.86	\$27.46
Level 4	\$25.12	\$26.72	\$27.32	\$27.94	\$28.56
Level 5	\$26.13	\$27.79	\$28.42	\$29.05	\$29.71
Grade 3					
Level 1	\$28.47	\$29.11	\$29.77	\$30.44	\$31.12
Level 2	\$29.31	\$29.97	\$30.64	\$31.33	\$32.04
Level 3	\$30.19	\$30.87	\$31.56	\$32.27	\$33.00
Level 4	\$31.11	\$31.81	\$32.53	\$33.26	\$34.01
Level 5	\$32.03	\$32.75	\$33.49	\$34.24	\$35.01
Level 6	\$32.81	\$33.55	\$34.30	\$35.07	\$35.86
Level 7	\$33.64	\$34.40	\$35.17	\$35.96	\$36.77
Grade 4					
Level 1	\$34.98	\$35.77	\$36.57	\$37.39	\$38.24
Level 2	\$36.21	\$37.02	\$37.86	\$38.71	\$39.58
Level 3	\$37.47	\$38.31	\$39.18	\$40.06	\$40.96
Level 4-defined	\$39.16	\$40.04	\$40.94	\$41.86	\$42.81
Grade 5					
Level 1	\$39.75	\$40.64	\$41.56	\$42.49	\$43.45
Level 2	\$40.35	\$41.26	\$42.19	\$43.14	\$44.11
Level 3	\$40.95	\$41.87	\$42.81	\$43.78	\$44.76
Level 4	\$41.56	\$42.50	\$43.45	\$44.43	\$45.43