



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Healthcare Imaging Services Pty Ltd T/A Lumus Imaging
(AG2023/1122)

LUMUS IMAGING NSW AND ACT ENTERPRISE AGREEMENT 2023

Health and welfare services

DEPUTY PRESIDENT EASTON

SYDNEY, 15 MAY 2023

Application for approval of the Lumus Imaging NSW and ACT Enterprise Agreement 2023.

[1] Healthcare Imaging Services Pty Ltd T/A Lumus Imaging (**the Employer**) has made an application for the approval of the *Lumus Imaging NSW and ACT Enterprise Agreement 2023* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] The Australian Nursing and Midwifery Federation (**ANMF**) and Health Services Union (**HSU**) were bargaining representatives for the Agreement and have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the ANMF and HSU.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 May 2023. The nominal expiry date of the Agreement is 30 January 2026.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION	<i>Fair Work Act 2009 (Cth) ("FW Act")</i>
Matter number:	AG2023/1122
Employer:	Healthcare Imaging Services Pty Ltd (Employer)
Application:	Section 185 – Application for approval of a single enterprise agreement, namely the Lumus Imaging NSW and ACT Enterprise Agreement 2023 (Agreement)
Authorised representative:	John Bund National Employee Relations Manager

Undertaking- Section 190

For and on behalf of the Employer I, John Bund:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. the rates of pay for Nuclear Medicine Scientist – Senior will be no less than those contemplated by the Health Professionals and Support Services Award 2020 for the equivalent position at Level 3 pay point 5.
 - b. the rates of pay for Nuclear Medicine Scientist – Advanced will be no less than those contemplated by the Health Professionals and Support Services Award 2020 for the equivalent position at Level 4 pay point 2.
 - c. the rates of pay for a Clerical Intermediate will be no less than those contemplated by the Health Professionals and Support Services Award 2020 for the equivalent position at Level 4.
 - d. the Employer does not currently and will not employ any apprentices for the life of the Agreement.
 - e. shift penalties for Nurses will be cumulative on top of the casual rate.

- f. with respect to the clause [49.5] in the Agreement – [Overtime – all classification] – the clause will be taken to read as follows,

By mutual agreement, an employee may take time off instead of payment for overtime at a time mutually agreed. For all staff, with the exception of nurses, overtime taken as time off during ordinary hours will be at the ordinary rate, that is, an hour for each hour worked. Nurses will take time off in lieu at the rate at which it would have been paid if paid as overtime.

- g. with respect to the clause [49.12] in the Agreement – [Rest breaks after Overtime – all classifications excluding nurses] – the clause will be taken to read as follows,

An employee will be entitled to 10 consecutive hours off duty between the end of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift.

- h. with respect to Nursing classifications – [Rest period after overtime] the Employer will apply clause 19.4 of the Nurses Award 2020.

- i. with respect to the clause [58] in the Agreement – [Higher Duties Allowance] – the clause will be taken to read as follows,

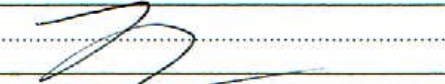

(a) A higher duty allowance will be paid to employees appointed by the Company to relieve a head of department when that head of department is absent for more than one continuous week. See Appendix B for rates.

(b) Nursing staff required to relieve another employee in a higher classification than the one in which they are ordinarily employed for 3 days or more will be paid at the minimum of the higher classification rate.

(c) Support Services staff required to relieve another employee in a higher classification than the one in which they are ordinarily employed for will be paid the minimum of the higher classification rate;

(i) for periods of 2 hours or less, for the hours so worked

(ii) for periods in excess of 2 hours, for the entire shift.

Date signed:	5 May, 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	John Bund
Signature:	
Witness name:	Judith Lyng
Witness signature:	

LUMUS IMAGING NSW AND ACT

ENTERPRISE AGREEMENT 2023

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Part 1 — Applicant and Operation

1. Agreement Title

This Agreement will be known as the Lumus Imaging NSW and ACT Enterprise Agreement 2023.

2. Arrangement

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3. Definitions

"Act" means the Fair Work Act 2009.

"Company" is the employer Healthcare Imaging Services Pty Ltd [ABN 65 080 595 937], trading as Lumus Imaging

"Employee" means a person employed by the Company and works either in NSW or ACT and are covered by this Agreement.

"FWC" means Fair Work Commission.

"NES" means the National Employment Standards as contained in the Fair Work Act 2009.

For the purposes of this Agreement and the NES, "Shift worker" is defined as an employee who works four (4) ordinary hours or more on 10 or more Saturdays and/or Sundays during the year in which the leave accrues.

"WHS" means Workplace Health and Safety.

'General Radiography" includes fixed and mobile X-ray examinations; fluoroscopic procedures, including but not limited to: Barium / gastrografin studies, MCU, II in theatre, arthrography, IVP, OPG, Lat Ceph and Bone Mineral Densitometry scanning (DEXA).

"Basic Cardiac Catheter Lab" means able to perform all aspects of cardiac catheter lab imaging including but not limited to scouting, functional analysis and troubleshooting. Assistance may be required from more senior staff for non-routine examinations and/or trouble shooting.

"Intermediate Cardiac Catheter Lab" means able to perform all diagnostic studies and interventional procedures performed in a cardiac catheter lab; able to identify, prepare equipment and consumables. Training and supervision of others; ability to assist in the operations and maintenance

of the equipment and consumables, including maintenance of consumable inventory.

“Advanced Cardiac Catheter Lab” means all as outlined in intermediate and basic cardiac catheter lab with the additional responsibility of haemodynamic monitoring ; the training and supervision of others; design and maintenance of cath lab suite protocols and procedures. Able to prepare equipment and assist in all procedures.

“Basic CT” means able to perform unsupervised routine CT examinations on spines, abdomen / pelvis, chests, heads and extremities, using pre-set protocols with minimal to no assistance.

“Intermediate CT” means able to perform but not necessarily post process all CT examinations. Includes but not limited to: Angiography (chest, abdominal, brain and extremity); Urography; biliary tree studies; interventional procedures and trauma CT. Can adjust protocols to suit examination and responsible for the training of others.

“Advanced CT” means complex post processing of all CT examinations and protocols, including but not limited to high level cardiac angiography and brain perfusion studies. Responsible for generating new protocols. Responsible for the training of others.

“Basic DSA” means able to participate in a dedicated radiology DSA suite roster, working with minimal supervision. Be able to acquire and manipulate standard DSA imaging, including but not limited to, run offs, masking and digital measuring in images. Assistance may be required from more senior staff for non-routine examinations and/or trouble shooting.

“Intermediate DSA” means able to perform all studies performed in dedicated radiology DSA suite; able to identify, prepare equipment and consumables. Training and supervision of others; ability to assist in the operations and maintenance of the equipment and consumables, including maintenance of consumable inventory.

“Advanced DSA” means all as outlined in intermediate and basic DSA, responsible for the operation of the dedicated radiology DSA suite with the additional responsibility of haemodynamic monitoring; the training and supervision of others; design and maintenance of DSA suite protocols and procedures.

“Basic Mammography” means able to perform unsupervised routine mammography views only, including tomosynthesis. Able to perform daily QA as set by the RANZCR.

“Intermediate Mammography” means able to perform unsupervised routine mammography views only, including tomosynthesis; compression/coned views and breast implants. Able to perform daily QA as set by the RANZCR.

"Advanced Mammography" means able to perform advanced Mammographic examinations including but not limited; stereotaxic examinations and all QA as set by the RANZCR.

"Trainee MRI" means able to perform routine brain, spine, and routine MSK (including bony pelvis & hip) examinations under supervision. Must be fully conversant in MRI safety.

"Qualified MRI" means competent in trainee MRI examinations; and be able to perform MRI examinations including but not limited to non-routine MSK examinations; abdominal scanning; routine contrast enhanced MRA. Must be fully conversant in MRI safety.

"Senior MRI" means competent in Cardiac MRI/ Spectroscopy Studies and/or advanced abdominal scans, non-routine contrast enhanced MRA, breast, prostate, including post processing where required; in addition to all other routine MRI examinations. Must be fully conversant in MRI safety.

"Advanced Senior MRI" means able to perform all Senior MRI competencies and be a Tutor level MRI radiographer with tutorial duties the majority of tasks undertaken by this employee and a role model for junior staff and across the leading techniques within their speciality.

"General Ultrasound" means able to perform routine abdominal, renal, small parts, pelvic and obstetric ultrasound.

"Advanced Ultrasound" means able to perform advanced sonographic examinations as listed by subcategories (to be deemed competent in a subcategory, sonographer must be competent in more than one skill listed in that category).

- (a) Vascular — Carotids, Lower / Upper Limb Arteries, Lower / Upper Limb DVT, Aorta, Iliac Vessels & IVC.
- (b) Musculoskeletal — Shoulder, Knee, Elbow, Feet / Ankle, Soft tissue lumps, Hand / Wrist, Fingers, Hip, Groin other.
- (c) Advanced Obstetric — Advanced obstetric techniques including, but not limited to, MCA, DV assessment, multiple pregnancies (i.e. twins etc.) certified nuchal translucency operator.
- (d) Advanced Vascular — Renal arteries, mesenteric vessels, portal vein/splenic, venous mapping, venous competency, AV Fistula; ABI's; lower/upper limb arteries.
- (e) Specialised Paediatrics — Pyloric stenosis, paediatric hips, neonatal brain, intussusceptions.
- (f) Other Specialised — Interventional procedures / trans rectal / intra-operative / elastography / 3D/4D applications.

4. Application

- 4.1 This Agreement will be binding on the Company, and the employees of the Company in New South Wales and the Australian Capital Territory who are employed in the classifications set out in this Agreement.
- 4.2 This Agreement will also be binding on any future employees employed by the Company in the classifications set out in this Agreement after the approval of this Agreement.
- 4.3 The Health Services Union of Level 2, 109 Pitt Street, Sydney NSW 2000 and the Australian Nursing and Midwifery Federation (ANMF) NSW Branch, 50 O'Dea St Waterloo, will be covered by this Agreement.
- 4.4 This Agreement supersedes the operation of the Healthcare Imaging Services (NSW) Enterprise Agreement 2018 in respect to NSW technical and clerical employees
- 4.5 This Agreement will commence operation seven (7) days after approval by the FWC and will have a nominal expiry date of 30 January 2026.
- 4.6 This Agreement can only be varied or terminated according to the provisions of the Act.
- 4.7 The parties bound agree to commence bargaining 6 months before the nominal expiry date.

5. Commitments

- 5.1 This Agreement is entered into on the understanding that it does not contravene any aspect of the Fair Work Act 2009, including the NES, and the Fair Work Regulations 2009. Where any term of this Agreement contravenes legislation, such terms will not apply. Where this Agreement is silent in whole or in part the relevant legislation will apply.
- 5.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
- 5.3 The parties acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of employees to whom it applies and agree they will not pursue any further claims during the term of the Agreement.

6. Agreement Flexibility

6.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) annual leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the engagement is genuinely agreed to by the employer and employee.

6.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

6.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and

(c) is signed by the employer 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

(e) states the day on which the arrangement commences.

6.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.5 The employer or employee may terminate the individual flexibility arrangement:

(a) by giving 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing — at any time.

Part 2 — Agreement Aims and Communication

7. Aims of the Agreement

7.1 To facilitate exceptional service standards and promote a cooperative approach between employees and management.

7.2 To promote a safe work environment through shared responsibility for site Workplace Health and Safety (WHS) in accordance with the prevailing legislation.

7.3 To achieve a stable industrial relations environment at the enterprise level.

7.4 To continually strive for improved business performance without compromising the standard of care, job satisfaction or compliance.

- 7.5 To promote a sense of shared responsibility for the people, the service, and the success and future viability of the business.
- 7.6 To support programmes devised to promote continuous improvement and best practice.
- 7.7 Key factors will be:
- Continued patient/customer focus
 - Respect for the individual
 - Teamwork
 - Communication
 - Education and development
 - Compliance
 - Work Health and Safety
 - Productivity/Profitability

8. Productivity Commitment/Cooperation

- 8.1 The parties to this Agreement are committed to improving productivity and efficiencies across all Lumus Imaging practices in New South Wales and ACT
- 8.2 All parties recognise the need for management staff to cooperate in:
- Identifying Key Performance Indicators
 - Benchmarking Best Practice
- 8.3 Key areas will be:
- Quality patient care and customer service
 - Work Health and Safety — Implementation; Lost Time Injury (LTI) reduction
 - Efficiency and productivity
 - Patient/Referrer satisfaction
 - Employee satisfaction
 - Education/Training and Professional Development

9. Flexibility — Labour and Location

- 9.1 The Company may direct an employee to carry out duties that are within the limits of the employee's skill, competence, and training. Such duties may include work, which is incidental or peripheral to the employee's main tasks, provided that such duties are not designed to promote de-skilling.
- 9.2 All employees will be inducted on WHS requirements.
- 9.3 To facilitate multi-skilling and a team orientation it is agreed that following WHS induction and adequate training all staff will assist in the general day to day site operations and housekeeping duties as required.

10. Flexible Work Arrangements

Requests for flexible work arrangements will be considered in accordance with the requirements under Part 2-2, Division 4 of the Act.

11. Access to the Agreement and the National Employment Standards

- 11.1 All existing and new employees will have access to a copy of this Agreement and the National Employment Standards (NES);
- 11.2 A copy of this Agreement and the NES will be available at each practice.

12. Dispute Resolution

- 12.1 If a dispute relates to
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards: this term sets out procedures to settle the dispute.
- 12.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 12.3 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.
- 12.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 12.5 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:
 - (i) arbitrate the dispute; and
 - (ii) 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 the 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.

12.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must 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
- (c) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

12.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

12.8 Unless agreed otherwise by the parties, the status quo must continue while these procedures are being followed. For the purpose "status quo" means the work procedures and practices in place:

- (a) Immediately before the issue arose; or
- (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

13. Consultation Regarding Major Workplace Change

13.1 This term applies if the Company:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

13.2 For a major change referred to in 13.1:

- (a) the Company must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 13.3 to 13.9 apply.

13.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

13.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.

13.5 As soon as practicable after making its decision, the Company must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion--provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) other matters likely to affect the employees.
- 13.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 13.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 13.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph 13.2(a) and subclauses 13.3 and 13.5 are taken not to apply.
- 13.9 In this term, 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 Company's 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

- 13.10 For a change referred to in paragraph 13.1(b):
- (a) the Company must notify the relevant employees of the proposed change; and
 - (b) sub-clauses 13.11 to 13.15 apply.
- 13.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

13.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.
Company must recognise the representative.

13.13 As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Company reasonably believe are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

13.13 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

13.14 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

13.15 In this term: "relevant employees" means the employees who may be affected by a change referred to in subclause 13.1(a).

Part 3 — Leave Provisions

14. Personal/Carer's Leave

14.1 Entitlements to Personal / Carer's Leave will be as follows:

- (a) Employees are entitled to personal / carer's leave in accordance with the minimum entitlements provided for in the NES.

- (b) Casual employees are not entitled to paid personal leave as this is included in the casual loading entitlement.
- (c) No accrued leave under this clause will be paid out on termination.

14.2 Amount of Paid Personal / Carer's Leave

- (a) A full-time employee is entitled to accumulate 76 hours (10 days) personal / carer's leave in total per annum and accrues progressively during a year of service according to the employee ordinary hours of work and accumulates from year to year.
- (b) Part-time employees are entitled to personal/carer's leave on a pro-rata basis.

14.3 Paid personal / carer's leave will be available to an employee when they are absent:

- (a) for personal illness or injury (sick leave); or
- (b) for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave) or an unexpected emergency affecting the member.

14.4 Evidence Requirements

Paid personal leave for personal illness is subject to the provision of medical certificate from a registered medical practitioner or such other medical evidence acceptable to management.

14.5 Employees may access four (4) single days per annum without provision of the above evidence.

14.6 If the Company identifies that a pattern of leave is occurring or that leave taken is extensive, a medical certificate may be requested for all leave taken.

14.7 Paid personal leave for the purpose of carers leave is subject to provision of a medical certificate for the person concerned or provision of a statutory declaration.

14.8 Immediate Family or Household

Immediate family is defined as:

- (a) a spouse of the employee; or
- (b) de facto partner of the employee which:
 - (i) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

- (ii) includes a former de facto partner of the employee (including a partner of the same sex); or
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto partner (including a partner of the same sex) of the employee; or
- (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- (vi) "relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (vii) "household" means a family group living in the same domestic dwelling.

14.9 Carer's Leave

- (a) An employee is entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) This entitlement extends to casual employees and the Company agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of the Company to engage or not to engage a casual employee are otherwise not affected.
- (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee has used up their entitlement to paid personal/carer's leave.

15. Compassionate Leave

- 15.1 Employees are entitled to compassionate leave in accordance with the minimum entitlements under the NES

By way of summary:

- (a) An employee is entitled to 4 days paid compassionate leave for each permissible occasion that a member of the employee's immediate family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (ii) or sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies; or
 - (iv) a baby in their immediate family or household is stillborn; or
 - (v) they have a miscarriage; or
 - (vi) their current spouse or de facto partner has a miscarriage.

- (b) Compassionate leave may be taken by the employee for the purpose of:
 - (i) spending time with a person who is a member of the employee's immediate family or a member of the employee's household, and has contracted a personal illness, or sustained a personal injury, that poses a serious threat to his or her life; or
 - (ii) after the death of a member of the employee's immediate family or a member of the employee's household.

- (c) An employee may take compassionate leave for a permissible occasion as:
 - (i) a single continuous 4 day period; or
 - (ii) 4 separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and the Company agree.

15.2 Casual employees are not entitled to paid compassionate leave.

15.3 An employee must give the Company notice of taking paid or unpaid personal / carer's leave and compassionate leave and such notice will:

- (a) be given to the Company as soon as practicable (which may be at a time before or after the leave has started); and
- (b) advise the Company of the period, or expected period, of the leave.

16. Annual Leave

16.1 The basic entitlement to annual leave is provided for in the NES

16.2 Quantum of leave

- (a) All employees, excluding casual employees and Nurses, are entitled to four (4) weeks paid annual leave for each year or service, accruing progressively during a year of service according to an employee's ordinary hours of work.
- (b) All employees employed as Nurses, other than casual Nurses, are entitled to five (5) weeks Annual leave
- (c) In accordance with the NES, an employee who is defined as a shift worker per clause 16.3 is entitled to an additional week's annual leave on the same terms and conditions (i.e. in addition to the entitlement provided at cl 16.2 (a) or (b)).

16.3 For the purpose of this clause, a shift worker is defined as an employee who works four (4) ordinary hours or more or is rostered to be on call for 10 or more Saturdays and/or Sundays during the year in which the leave accrues.

16.4 Leave in advance

- (a) The Company may allow an employee to take annual leave either wholly or partly in advance of an entitlement accruing.
- (b) annual leave has been taken in advance and the employment of the employee is terminated before completing the required amount of service to account for the leave, the Company is entitled to deduct the amount of leave in advance which is still owing from any remuneration payable (other than from statutory entitlements) to the employee upon termination of employment.

16.5 Annual Leave Exclusive of Public Holidays

If the period during which an employee takes paid annual leave includes a day or part day that is a public holiday in accordance with this Agreement, the employee is to be taken not to be on paid annual leave on that public holiday.

16.6 Taking of Annual Leave

- (a) The taking of annual leave must be at all times mutually agreed between the employee and the Company.
- (b) The Company will not unreasonably refuse a request by the employee to take paid annual leave.

- (c) The Company may direct an employee to take annual leave if the employee has extensive accumulated annual leave of greater than 8 weeks for a full-time employee or the equivalent pro-rata entitlement for a part-time employee.

16.7 Cashing out of annual leave

- (a) By mutual consent between the Company and the employee, an employee may elect to cash out his or her entitlement to annual leave in accordance with the procedure set out in the Act (or any legislation that replaces the Act).
- (b) By way of summary, an employee may make an election to cash out annual leave if:
 - (i) the employee gives a written election to the Company requesting a cash out of annual leave;
 - (ii) the request by the employee to cash out any accrued entitlements to annual leave does not result in the employee having a remaining annual leave entitlement being less than 4 weeks.

17. Annual leave loading

- 17.1 In addition to their ordinary pay, all employees will be paid an annual leave loading of 20% of their ordinary rate of pay on all accrued annual leave taken.
- 17.2 No loading is payable to an employee who takes annual leave wholly or partly in advance (within 12 months from the employee's commencement date); provided that, if the employment of an employee continues until the day when he/she would have become entitled to under this clause to take annual leave, the loading becomes payable in respect of the period of such leave and is to be calculated in accordance with the provisions of this clause.

18. Excessive leave accruals: general provision

- 18.1 An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift-worker, as defined by clause 16.2 (a) and (b))
- 18.2 If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- 18.3 Clause 18.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

- 18.4 Clause 18.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

Excessive leave accruals: direction by employer that leave be taken

- 18.5 If an employer has genuinely tried to reach agreement with an employee, but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

- 18.6 However, such a direction by the employer under paragraph 18.5

- (a) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements otherwise agreed by the employer and employee are taken into account; and
- (b) must not require the employee to take any period of paid annual leave of less than one week; and
- (c) must give a minimum of 8 weeks' notice after the direction is given; and
- (d) must not be inconsistent with any leave arrangement agreed by the employer and employee.

- 18.7 The employee must take paid annual leave in accordance with a direction under paragraph 18.5 that is in effect.

- 18.8 An employee to whom a direction has been given under paragraph 18.5 may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph 18.5 may result in the direction ceasing to have effect. See clause 18.6(a).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

Excessive leave accruals: request by employee for leave.

- 18.9 If an employee has genuinely tried to reach agreement with an employer as above but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- 18.10 However, an employee may only give a notice to the employer under paragraph 18.9 if:

- (a) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

- (b) the employee has not been given a direction under clause 18.5 that, when any other paid annual leave arrangements otherwise agreed by the employer and employee are taken into account, would eliminate the employee's excessive leave accrual.

18.11 A notice given by an employee under paragraph 18.9 must not:

- (a) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements otherwise agreed by the employer and employee are taken into account; or
- (b) provide for the employee to take any period of paid annual leave of less than one week; or
- (c) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (d) be inconsistent with any leave arrangement agreed by the employer and employee.

18.12 An employee is not entitled to request by a notice under paragraph 18.9 more than 4 weeks paid annual leave (or 5 weeks paid annual leave for a shift worker, as defined by clause 18 in any period of 12 months).

18.13 The employer must grant paid annual leave requested by a notice under paragraph 18.9

19. Purchased Leave (48/52)

19.1 Purchased Leave ("48/52") is a flexible work scheme. It is a voluntary scheme whereby a full time or part time employee can apply to take up to eight weeks annual leave in a year and receive 48 weeks' salary, which would be payable over the full 52 weeks. It is only available if the employee has four (4) weeks or less of accrued leave at the time of the application.

19.2 This arrangement will be subject to agreement between the Employer and the Employee, with approval being based on the operational requirements. The Employer reserves the right to decline any application. The 48/52 flexible work scheme is available to all staff members except casual staff.

19.3 At the time of applying for the scheme the employee will provide a leave plan outlining when the leave is planned to be taken, which may be changed by mutual agreement.

- 19.4 Purchased Leave may be taken in conjunction with other types of leave. Purchased leave may not be used to break a period of Long Service Leave.
- 19.5 The 48/52 flexible work scheme is intended to provide flexibility in employment for staff members with family responsibilities and for staff who wish to extend their leave options for personal reasons.
- 19.6 All purchased leave and accrued annual leave must be taken during the twelve months period for which approval to participate in the scheme has been given. The additional purchased leave will not attract annual leave loading.
- 19.7 If the purchased leave is not taken within the twelve (12) month period, the deductions authorised will be reimbursed to the employee.
- 19.8 Employees availing themselves of this option will retain leave entitlements accrued prior to converting to 48/52 employment and would then accrue benefits at the 48/52 rate from the date of effect of the change.
- 19.9 The term of the 48/52 scheme will be subject to negotiation between the employer and employee. Variation to the agreed term may be initiated by either party subject to three (3) months' notice. However, in exceptional circumstances e.g. demonstrated financial hardship and with the agreement of the employer an employee may be allowed to return to normal employment arrangements by giving four (4) weeks' notice in writing and this arrangement would cease. The employee is required to utilise any unused annual leave accrued under the 48/52 arrangements before reverting back to normal annual leave accrual.
- 19.10 Where the employee's employment terminates, deductions made for the Purchased Leave not yet taken will be repaid.

20. Long Service Leave

- 20.1 Long Service Leave entitlements will be in accordance with the NSW Long Service Leave Act 1955, or any legislation that replaces that Act.
- 20.2 Long Service Leave may be taken in multiple instances of not less than one (1) day, by agreement.

21. Public Holidays

- 21.1 Employees will be entitled to public holidays in accordance with the Act.
- 21.2 Public Holidays observed by employees working in NSW are New Year's Day, New Year Holiday, Australia Day, Good Friday, Day following Good

Friday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day.

Public Holidays are observed by employees working in the ACT are New Year's Day, Australia Day, Canberra Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Reconciliation Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day.

- 21.3 In addition to holidays listed at 21.2 any other day, or part-day, declared or prescribed by or under a law of the 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 regulations from counting as a public holiday.
- 21.4 Where an employee is rostered off (RDO) on any of the statutory holidays, such employee shall be paid an additional day's wage or shall be granted a day's holiday in lieu to be taken at a time mutually agreed between the Employer and the employee concerned.
- 21.5 An employee is not entitled to payment when absent on a public holiday if the employee is a casual employee who is not rostered on for the public holiday.
- 21.6 The practice may, in consultation with employees, roster employees to work on a public holiday if required.
- 21.7 A part time or full-time employee required to work on a public holiday will be paid 250% for all hours worked.
- 21.8 A casual employee required to work on a public holiday will be paid 275% for all hours worked. The rate of 275% is inclusive of the 25% casual loading.
- 21.9 When an employee's rostered hours of work finish after midnight on a public holiday, the employee is entitled to be paid at the applicable percentage per clauses 21.7 or 21.8 for the entire shift.

22. Annual Close Down

- 22.1 When the Company temporarily closes a practice, an employee may be directed to take paid annual leave during part, or all of this period provided such direction is reasonable.
- 22.2 The Company will provide as much notice as practical, but not less than four (4) weeks' notice of each close down period.
- 22.3 If an employee does not have adequate accrued annual leave, other options may be considered.
- 22.4 In the event an employee does not want to access annual leave, options would be explored at other sites.

23. Religious Days

Applications for leave on non-gazetted religious days may be taken as annual leave where rostering allows.

24. Leave Without Pay

Employees will be expected to utilise accruals of annual leave and in some circumstances long service leave prior to applying for leave without pay. In exceptional circumstances the Company may waive this requirement.

25. Community Service Leave

25.1 Community service leave will be available to employees in accordance with Part 2-2, Division 8 of the Fair Work Act 2009.

25.2 The Company will approve unpaid leave to enable employees to undertake an eligible community service activity, which is summarised as:

- (i) Jury service.
- (ii) A voluntary emergency management activity defined in the NES which involves dealing with an emergency or natural disaster where the employee is engaged on a voluntary basis as a member of a recognised emergency management body, and is requested, or it would be reasonable to expect that the employee would be requested, to engage in the activity; or
- (iii) An activity prescribed in the Fair Work Regulations 2009.

25.3 Employees must notify the Company as soon as possible of the date which they are required to attend for jury, emergency service or reserve service. Employees must provide the Company with proof of their attendance, the duration of attendance and any amount received from the government for that service.

26. Jury Service

26.1 Reimbursement for Jury Service

- (i) A full-time or part-time employee required to attend for jury service during his/her ordinary working hours will be entitled to receive the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service. The employee will be required to pay to the Company monies in respect of the amount paid for the jury service performed.
- (ii) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or number of periods, of more than 10 days in total the Company is only required to pay the employee for the first 10 days of the absence.

26.2 Proof of Attendance and Payment for Jury Service

The employee will give the Company proof of his or her attendance, the duration of attendance and the amount received, or due to be received, in respect of such jury service.

27. Natural Disaster Leave

- (a) Employees are entitled to Natural Disaster Leave when they are absent from duty as a direct result of adverse weather conditions or natural disaster, which prevent attendance or threaten life or property, to initially address their domestic situation.
- (b) An employee will be paid for up to three (3) days of Natural Disaster Leave and may apply for any remaining days taken to be paid from the employee's annual leave or long service leave balance.
- (c) This leave is non-cumulative.

28. Ceremonial Leave

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Company.

29. Study Leave, Professional Development and Training

29.1 Study Leave and Professional Development

- (a) An employee can apply for unpaid study leave. The approval of study leave will be at the discretion of the Company and subject to the application for such leave and the relevance to the practice and the individual needs of the employee.
- (b) Applications for study leave addressing the relevant criteria and the response authorising or declining such leave must be in writing. A reason for declining an application must be given to the employee and be reasonable.
- (c) Attendance at non-compulsory courses is voluntary and dealt with on an individual basis with respect to payment or time in lieu.
- (d) Compulsory study courses such as in-service training will be paid at ordinary time, or time in lieu will be provided. Overtime is applicable if the employee has worked above their ordinary hours.

29.2 Training

- (a) Employees will be given ongoing training as necessary, relevant to their roles and responsibilities
- (b) Where practicable, training must be provided to employees during their normal rostered hours of work. Where it is not:
 - (i) Employees will attend training outside their normal rostered hours when required to do so by the Company;
 - (ii) The Company must provide Employees with two (2) weeks, where practicable, notice of the requirement to attend training outside of their normal rostered working hours;
 - (iii) Where an Employee is required to attend training they will be paid their basic rate of pay and the Vehicle/Travelling Allowance for the travel distance that is in excess of the distance normally travelled for the Employee to attend work. Overtime is applicable in accordance with clause 49.
 - (iv) In the circumstances, when online modules cannot be completed during an employee's rostered hours of work and is completed outside their rostered hours of work, the employer must pay the employee overtime in accordance with clause 49 for the time it takes to complete the required learning , where this has been pre-approved by the Manager.

30. Parental Leave

30.1 Parental leave will be in accordance with the NES, except where this clause provides more generous entitlements

- (a) For the purposes of this clause, maternity leave, paternity/partner leave and adoption leave are collectively referred to as parental leave.
- (b) Parental leave entitlements are as follows:
 - (i) Six (6) weeks paid maternity leave;
 - (ii) One (1) week paid paternity/partner and adoption leave;
 - (iii) A further period of unpaid leave bringing the total period of parental leave (inclusive of any paid leave) up to 52 weeks with a right under the Fair Work Act 2009 to request a further 52 weeks of unpaid parental leave.

- (c) To be eligible for parental leave the employee must have had at least 12 months continuous service in accordance with NES as contained in the Act.
- (d) An employee is entitled to take up to fifty-two (52) weeks parental leave (paid and unpaid) and request a further fifty-two (52) weeks of unpaid parental leave. This amount is reduced by any parental leave taken by the employee's spouse or de facto partner (including a former de facto spouse or former de facto partner, whether of the same sex or different sex).
- (e) Employees may take annual leave or long service leave that is due them at the same time as parental leave. Employees are not entitled to take personal / carer's leave, compassionate leave, or community service leave while he or she is taking unpaid parental leave.

30.2 Return to Work

When an employee returns from parental leave, they are entitled to return to their pre-parental leave position or, if that position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to the preparental leave provision.

30.3 Shortening or Extending Parental Leave.

- (a) The available parental leave period may be shortened or extended by giving the Company at least 4 weeks' notice in writing advising the period of reduction or extension of leave in accordance with the Act.
- (b) Employees may shorten or extend the period of their available parental leave within the original leave period once in accordance with the Act, with further reductions or extensions by agreement with the Company.

30.4 Maternity Leave

- (a) A female employee is entitled to take up to 52 weeks of paid and unpaid maternity leave during or after their pregnancy in accordance with the Act. A further 52 weeks of unpaid parental leave extending beyond the available parental leave period may also be requested. The other forms of leave, such as annual leave or long service leave, may also be taken during parental leave. The entitlement to 52 weeks of paid and unpaid maternity leave will be reduced by the amount of authorised leave taken by the employee, and any paternity/partner leave taken by her spouse or de-facto partner (including a partner of the same sex) in accordance with the Act.

- (b) The Company will provide a minimum of six (6) weeks leave to be taken after the child's birth and all leave associated with her child's birth must be taken in a continuous, unbroken period of leave.
- (c) Upon request paid maternity leave may be granted for a period of 12 weeks at half pay. This clause will not apply if the employee is taking less than 12 weeks leave, in that circumstance the employee will receive six (6) weeks paid at the full rate.
- (d) Employees are requested to provide notice as far as possible in advance of the expected date of commencement of maternity leave. The notice requirements are contained in the Act, and include:
 - (i) At least ten (10) weeks before starting the leave an employee must provide written notice of their intention to take maternity leave stating the intended start and end dates of the leave and provide a certificate from a registered medical practitioner that states the expected date of birth of the child.
 - (ii) Confirmation of the intended start and end dates of the leave must be submitted four (4) weeks before the first day of intended maternity leave. At the same time a statutory declaration must be provided stating the amount of paternity/partner leave being taken by the employee's spouse/de facto partner.

30.5 Transfer to Safe Duties

Where a registered medical practitioner considers that the employee is fit for work but that it is inadvisable for an employee to continue her present position because of illness or risks arising out of her pregnancy or hazards connected with her position then:

- (a) if there is an appropriate safe job available the Company must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment; or
- (b) if there is no such safe job available the employee is entitled to take paid no safe job leave for the risk period.

30.6 Special Maternity Leave and Personal / Carer's Leave

A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because she has a pregnancy related illness or, she has been pregnant and the pregnancy ends within twenty eight (28) weeks before the expected date of birth other than by the birth of a living child. Alternatively, for illness other than the normal

consequences of birth an employee is entitled to take accrued sick leave (either in addition to special maternity leave or instead of it). A medical certificate may be required

30.7 Paternity / Partner Leave — non-primary carer

An employee who will not be the primary care giver of the child may take up to one week's paid leave at the time of confinement of their spouse/de facto partner.

30.8 Paternity / Partner Leave — primary carer

To be eligible for unpaid parental leave the leave must be associated with the birth of a child of the employee's spouse or de facto partner (including a partner of the same or different sex) or the placement of a child for adoption with the employee.

An employee will provide to the Company ten (10) weeks written notice of any period of paternity/partner leave as follows:

- (i) Birth related leave —A certificate from a registered medical practitioner which names their partner, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and written notification of the dates on which the employee proposes to start and finish the period of paternity/partner leave.
- (ii) Adoption related leave (either unpaid parental or unpaid pre-adoption leave) The Company will require the employee to provide confirmation from the appropriate government authority of the adoption, including the day of placement, or the expected day of placement of the child.

30.9 Parental Leave — Flexible work arrangements

Requests for flexible work arrangements will be considered in accordance with the requirements of Part 2 -2, Division 4 for the Fair Work Act 2009.

31. Family and Domestic Violence Leave

31.1 Definitions:

(a) In this Clause:

Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful

Family member means:

- (i) A spouse, de factor partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (iii) A person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

31.2 A reference to a spouse or de facto partner in the definition of family member above includes a former spouse or de facto partner.

31.3 Entitlement to Leave:

(a) An employee is entitled to 10 days paid leave (unpaid leave for casual Employees) to deal with family and domestic violence, as follows:

- (i) the leave is available in full at the start of each 12-month period of the Employee's entitlement; and
- (ii) the leave does not accumulate from year to year; and
- (iii) is available in full to part-time and casual employees.

(b) a period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

31.4 Taking leave to deal with family and domestic violence:

(a) An employee may take leave to deal with family and domestic violence if the employee:

(i) is experiencing family and domestic violence; and

(ii) needs to do something to deal with the impact of the family and domestic violence.

(b) the reasons for which an Employee may take leave includes but is not limited to making arrangements for their safety or the safety of a family member, attending urgent court hearings or accessing police services.

- (a) an Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, hospital or to mind children.

31.5 Service and Continuity:

- (a) the time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service. Paid leave will count as service.

31.6 Notice and Evidence Requirements:

- (a) Notice:

An employee must give the employer notice of taking the leave as soon as reasonably practicable (which may be a time after the leave has started) and must advise the period or expected period of the leave.

- (b) Evidence:

- (i) an employee who has given notice under clause 31.6(a), if required by the Employer, will give the Employer evidence that would satisfy a reasonable person.
- (ii) depending on the circumstances such as evidence may include a document issued by the police service, a court, a doctor, district nurse, maternal and health care nurse, or a family violence support service, or a statutory declaration.

31.7 Confidentiality:

- (a) employers must take steps to ensure information concerning any notice an Employee has given or evidence an Employee has provided under clause 31.6(a) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) nothing in clause 31.7(a) prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another.
- (c) the Employer acknowledges that information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The employer and employee may consult about the handling of sensitive information.

31.8 Individual Support:

- (a) in order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the employer will approve a request from an employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:

- (i) changes to their span of hours or patterns or hours and/or shift patterns;
- (ii) job redesign or changes to duties within their skills and capabilities;
- (iii) Relocation to suitable employment within the workplace;
- (iv) a change to their telephone number or email address to avoid harassing contact;
- (v) other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

Part 4 - Miscellaneous Terms and Conditions of Employment

32. Probationary Period of Employment

32.1 Employees (other than casual employees) will be subject to a six (6) month probationary period.

32.2 At any time during the probationary period, the Company or employee can terminate the employment by giving one (1) week notice.

33. Annual Performance Review

33.1 Employees with their immediate supervisor will complete a performance review, in accordance with Company policies, as amended from time to time.

The purpose of the performance review system is to:

- (a) assess accountability for work outcomes and behaviours;
- (b) assess continuous improvement in work practices;
- (c) develop a work plan for the coming year;
- (d) develop employee's skills and knowledge.

33.2 All employees will be subject to an ongoing performance review during and subsequent to their probationary period.

34. Termination of Employment

34.1 Employment, other than of a casual and as per clause 34.5, will be terminated only by appropriate notice by either the Company or the employee or by the payment by the Company, or forfeiture by the employee, of wages in lieu of notice.

34.2 Notice of Termination

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

34.3 Employees other than casual employees, with at least two (2) years' service, aged 45 years of age or over, will be given an additional week's notice.

34.4 Casual employees are to be given and will give notice to the end of the current shift worked.

34.5 Notice is not due to employees terminated for serious misconduct, as defined in the Act.

35. Redundancy

35.1 Definition

Redundancy occurs when the Company decides that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

35.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

35.3 Severance pay

In addition to the period of notice prescribed for ordinary termination above, an employee whose employment is terminated by reason of redundancy must be paid, subject to any determination or order, the following amount of severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the Company will pay in accordance with the following scale:

Years of Service	Entitlement under 45 years of age
Less than 1 year	1 week
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
2 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years of age or over, the entitlement will be in accordance with the following scale:

Years of Service	Entitlement 45 years of age and over
Less than 1 year	2 weeks
1 year and less than 2 years	5 weeks
Years of Service	Entitlement 45 years of age and over
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

Note: Employees with at least 7 years continuous service as at 13 August 2010 will, in substitution for the entitlement above, be entitled to the preserved severance entitlements after 10 years of service as follows:

- Under 45 years of age — 18 weeks
- Over 45 years of age — 24 weeks

Employees with less than 7 years continuous service as at 13 August 2010 will not be entitled to the preserved severance entitlements outlined above.

35.4 "Weeks" pay means the ordinary time rate of pay for the employees concerned.

35.5 Employee leaving during notice period

An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

35.6 Alternative employment

Subject to an application by the Company and further order of the FWC, the Company may pay a lesser amount (or no amount) of severance pay than that contained in this Agreement if the employee obtains acceptable alternative employment.

35.7 Time off during notice period

- (a) During the period of notice of termination given by the Company an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the Company, be required to produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

35.8 Employees exempted

- (a) In accordance with the NES provisions in section 123 of Part 2-2 of the Act, the following employees are exempted from this clause:
- (b) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;

- (c) An employee whose employment is terminated because of serious misconduct;
- (d) a casual employee;
- (e) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
- (f) an employee prescribed by the Fair Work Regulations 2009 as an employee to whom Division 11 of part 2-2 of the Act does not apply.

35.9 Incapacity to pay

- (a) Subject to an application by the Company and further order of the FWC, the Company may pay a lesser amount (or no amount) of severance pay than that contained in this Agreement.
- (b) The FWC will have regard to such financial and other resources of the Company as it thinks relevant, and the probable effect paying the amount of severance pay in this Agreement will have on the Company.

35.10 Transfer of business

Where there is a transfer of business, the relevant provisions of the Act will apply.

36. Uniforms

- 36.1 Uniforms will be provided to the Employee. The Uniforms provided will comply with the appropriate safety standards to ensure employees can carry out their work safely.
- 36.2 The employee will be required to sign for any Uniforms in their possession.
- 36.3 Uniforms will be topped up to adequate levels, due to wear and tear, annually or as required with Operations Manager approval, at no cost to the employee.
- 36.4 Upon termination, uniforms must be returned to the Company as they remain the property of the Company.
- 36.5 Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance in accordance with Appendix B.

- 36.6 For dispute/issue resolution involving uniforms; in the first instance issues should be directed to the Manager, following from this the dispute resolution procedure outlined at clause 12 in this agreement should be followed.

37. Storage of Personal Belongings

Adequate storage for the personal belongings of the employees will be supplied, as requested.

38. Parking

It is neither Company policy nor the responsibility of the Company to supply parking spaces; however, where possible, the Company will try to maintain current parking spaces.

Part 5 — Hours of Work and Types of Employment

39. Types of Employment

39.1 Full-Time Employees

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week over a two or four week period

39.2 Part-Time Employees

A part-time employee is one who works less than the hours prescribed for a full-time employee.

- (a) The terms of this Agreement will apply on a pro-rata basis for part-time employees on the basis that the ordinary weekly hours for full time employees are 38.
- (b) Before commencing employment, the Company and the employee will agree in writing on a regular pattern of work. Changes may be mutually agreed upon and recorded in writing.
- (c) A part-time employee may elect to work additional hours up to 76 hours in a fortnight or 10 hours in a day without the payment of overtime. If a part time employee is directed to work additional hours above their contracted ordinary hours, they will be paid for those hours at the overtime rates.
- (d) Critical Shifts offered as overtime to full-time employees may also be offered to part-time employees as overtime. Critical shifts are but not limited to:

- (i) A shift that becomes vacant within 48 hours at sites where the time of day, or day of the week, presents no limitation to care provision in large hospitals (200+ beds) contractually required to provide 24-hour access to emergency services and/or emergency surgery where the critical shift is essential to maintaining the hospitals status to provide emergency and surgical services, for example a theatre radiographer or a nightshift radiographer

Review of Hours-Part time employees

- (a) When a part-time employee is working more than their specified contract hours for greater than a twelve (12) month period (providing that the roster pattern has not resulted from coverage for extended absences, such as maternity leave, long service leave, worker's 'compensation leave and extended personal leave) they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request giving consideration to the operational needs of the Company.

39.3 Casual Employees

- (a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed-term employee, to work up to and including 38 ordinary hours per week.
- (b) For each ordinary hour worked, a casual employee must be paid:
 - (i) the minimum hourly rate applicable to the classification and pay point in which they are employed; and
 - (ii) a loading of **25%** of the minimum hourly rate.
- (iii) Casual loading is paid instead of the paid leave entitlements of full-time employees.
- (c) A casual employee is not entitled to paid leave entitlements.
- (d) The minimum engagement period for a casual employee is three (3) hours.

40. Casual Conversion

- 40.1 Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.
- 40.2 Unless, in accordance with the NES, there are reasonable grounds for the Employer not to make the offer, the Employer must make an offer to a casual employee under this subclause if:
 - (a) The employee has been employed by the employer for a period of 12 months beginning the day the employment started; and

- (b) During at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue work as a full-time or part-time employee.

40.3 Any dispute over the application of the casual conversion provisions may be dealt with in accordance with the dispute resolution clause in this Agreement.

41. Hours of work and roster – nursing classifications

41.1 Span of hours—day worker

- (a) Ordinary hours of work for a **day worker** are worked between 6.00 am and 6.00 pm, Monday to Friday.
- (b) A **shift worker** is an employee who is regularly rostered to work their ordinary hours of work outside the span of hours of a day worker as defined in clause 41(a).
- (c) The ordinary hours of work for a full-time employee will be:
 - (i) 38 hours per week; or
 - (ii) 76 hours per fortnight; or
 - (iii) 152 hours over 28 days.
- (d) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- (e) An accrued day off (ADO) system of work may be implemented where a full-time employee works no more than 19 days in a 4 week period of 152 hours.
- (f) Each employee must be free from duty for not less than:
 - (i) 2 full days in each week; or
 - (ii) 4 full days in each fortnight; or
 - (iii) 8 full days in each 28-day cycle.
- (g) Where practicable, days off referred to in clause (f) must be consecutive.
- (h) For the purposes of clauses (f) and (g), duty includes time an employee is on-call.

- (i) The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

42. Rostering and rest breaks – nursing classifications

42.1 Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.

- (a) The roster will set out employees' daily ordinary working hours and starting and finishing times.
- (b) The roster will be displayed in a place conveniently accessible to employees at least 7 days before the commencement of the roster period.
- (c) Unless the employer otherwise agrees, an employee desiring a roster change will give 7 days' notice except where the employee is ill or in an emergency.
- (d) Subject to clause (e), 7 days' notice of a change of roster will be given by the employer to an employee.
- (e) The employer may alter a roster at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work pursuant to clauses and Family and Domestic Violence Leave, or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, an alternative day off will be taken at an agreed time.

42.2 Accumulation and taking of accrued days off (ADOs)

- (a) Where a full-time employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause (b), the ADO will be taken within 12 months of the date on which the first full ADO accrued.
- (b) With the consent of the employer, ADOs may be accumulated up to a maximum of 5 in any one year.
- (c) An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.

42.3 Rest breaks between rostered work

- (a) An employee will be allowed a rest break of 8 hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.
- (b) If, on the instruction of the employer, an employee resumes or continues to work without having had 8 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of **200%** of the minimum hourly rate applicable to their classification and pay point (or **200%** of the casual hourly rate in the case of a casual employee) until released from duty for such period.

42.4 Breaks

- (a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes. Such meal break will be taken between the 4th and 6th hour after beginning work, where reasonably practicable. Provided that, by agreement of an individual employee, an employee who works shifts of 6 hours or less may forfeit the meal break.
- (b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid at ordinary time rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform work during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.

42.5 Paid Tea Breaks

- (a) Every employee will be entitled to a paid 10 minute tea break each 4 hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, two 10 minute tea breaks may be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.

42.6 Shift work

For the purposes of clause 42.5:

- (a) Afternoon shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
- (b) Night shift means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

42.7 Shift work loading

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of the minimum hourly rate applicable to their classification and pay point.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of the minimum hourly rate applicable to their classification and pay point.
- (c) The provisions of clause 42 do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) The shift work loadings prescribed in clauses 42.7(a) and (b) will not apply to shift work performed by an employee on Saturday, Sunday or public holiday where the payment prescribed by clause 42.6— Saturday and Sunday work and clause — applies.

42.8 Saturday and Sunday work – nursing classifications

- (a) Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid **150%** of the minimum hourly rate applicable to their classification and pay point (**150%** of the casual hourly rate in the case of casual employees) for the hours worked during this period.
- (b) Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid **175%** of the minimum hourly rate applicable to their classification and pay point (**175%** of the casual hourly rate in the case of a casual employee) for the hours worked during this period.

43. Hours of work and Roster– all classifications excluding nurses

- 43.1 The ordinary hours of work for a full-time employee will be an average of 38 hours per week in a fortnight of four (4) week period.
- 43.2 Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.
- 43.3 The hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.

- 43.4 Seven (7) days notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of the practice to be carried on where another employee is absent from duty on account of illness or in an emergency.
- 43.5 Unless the employer otherwise agrees, an employee desiring a roster change will give seven (7) days' notice except where the employee is ill or in an emergency.

44. Rest breaks between rostered work – all classifications excluding nurses

- (a) An employee will be allowed a rest break of 8 hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.
- (b) If, on the instruction of the employer, an employee resumes or continues to work without having had 8 consecutive hours off duty, they will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period.

45. Span of hours – all classifications excluding nurses

- 45.1 The Company operates five and a half day practices, seven-day practices and hospital practices.
- 45.2 Five and a half day practice:
- (a) The ordinary hours of work for an employee will be worked between 7.00 am and 7.00 pm Monday to Friday and between 8.00 am and 1.00 pm on Saturday.
- 45.3 Seven-day practice:
- (b) Where the work location of a practice services patients on a seven day a week basis, the ordinary hours of work for an employee at that location will be between 7.00 am and 7.00 pm Monday to Sunday.
- (c) The employer cannot roster an employee to work more than 7 days in a row unless by mutual agreement.
- 45.4 Hospital practice:
- (a) A hospital practice may operate on either a five and a half-day or seven-day practice.
- (b) Employees who work within a hospital practice that operates outside the Span of Hours detailed by clauses 45.2. and 45.3 will be entitled

to overtime, shift penalties, on call and any other entitlement set out in this Agreement.

45.5 Meals and Rest Periods

- (a) An unpaid meal break of not less than thirty (30) minutes and not more than one (1) hour will be allowed for a meal within five hours of commencement.
- (b) An employee working a double shift will receive a paid meal break of thirty (30) minutes within five hours of their prior meal break when working such a shift.
- (c) Up to two paid tea breaks of up to 10 minutes duration will be allowed each day for full-time employees.
- (d) The time of taking such break(s) is subject to the workload of the practice and may be varied by agreement between the employee and the Company.

46. New Year's Eve Penalty Rate

- 46.1 Hours worked by an employee on New Year's Eve between 6pm and 12 midnight will be paid at double time and a half (250%).
- 46.2 If the employee's 'shift continues past the ordinary hours of work on New Year's Eve' the payment will be in substitution for overtime.
- 46.3 The penalty rate prescribed will be in substitution for shift allowance and casual loading.

47. Shift work – all classifications excluding nurses

- 47.1 An employee who performs ordinary hours of work in any of the following shifts will be paid the loading identified below of the minimum hourly rate of pay applicable to their classification for those hours that fall within the spans identified below:
- (a) Evening shift - all ordinary hours worked after 7.00 pm – 15%
 - (b) Night shift - commencing at or after 11.00pm and before 7.00 am – 25%
- 47.2 An employee rostered to work a single night shift in a week will be entitled to double time (200%) for the entire shift.
- 47.3 A casual employee who works shift work as defined in clause 47.1 will be paid as per clause 47.1 (a) and (b) (as applicable) with an additional casual loading of 25%.

48. Weekend work – all classifications excluding nurses

- 48.1 Full-time and Part Time Employees:
- (a) For all ordinary hours worked between midnight Friday and midnight Saturday, the employee will be paid 150% of their hourly rate, except as provided for by clause 45.2.
 - (b) For all ordinary hours worked between midnight Saturday and midnight Sunday, the employee will be paid 175% of their hourly rate.
- 48.2 Casual Employees:
- (a) A casual employee who works weekend work as defined in clause 48.1 will be paid as per clause 48.1 (a) and (b) (as applicable) with an additional casual loading of 25%.

49. Overtime – all classifications

- 49.1 An employee who works above their ordinary hours on any day or works additional shifts above their ordinary hours will be paid at the rate of:

	Part time and full-time employees	Casual Employees
Monday to Friday (inclusive)	150% for the first 2 hours then 200% thereafter	187.5% for the first 2 hours then 250% thereafter
Saturday and Sunday	200%	250% for hours worked
Public Holidays	250%	312.5 % for hours worked

- 49.2 Part-time employees will be paid the overtime rates in clause 49.1 for additional hours and shifts they work above their contracted ordinary hours unless they agree/elect to work additional hours at their ordinary rate of pay.
- 49.3 Casual employees who work in excess of 10 hours per day or 38 hours per week (on average) will be paid overtime in accordance with this clause on the unloaded hourly rate.
- 49.4 Overtime rates will be in substitution for and not cumulative upon the relevant shift loading.
- 49.5 By mutual agreement, an employee may take time off instead of payment for overtime at a time mutually agreed. Overtime taken as time off during ordinary hours will be taken at the ordinary time rate, that is, an hour for each hour worked.
- 49.6 When a mutual agreement is not reached, the default entitlement is being paid at the applicable overtime rates.
- 49.7 On termination of employment, any time in lieu owing to an employee will be paid out at the applicable overtime rate.
- 49.8 Overtime will commence from the first minute for all approved overtime.
- 49.9 Employees working greater than 11 hours in any one day will be entitled one meal allowance. See Appendix B for rates.
- 49.10 Provided that where such overtime work exceeds four (4) hours a further meal allowance. See Appendix B for rates.
- 49.11 Payment of meal allowances will not apply when an employee could reasonably return home within the meal break (excluding nurses).

Rest Break after Overtime – all classifications excluding nurses

- 49.12 An employee will be entitled to 8 consecutive hours off duty between the end of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift.
- 49.13 An employee who works overtime and/or is on call, will be given a rest break per clause 49.12 between their last call in and the commencement of their ordinary hours or shift on the next day.
- 49.14 In the event that the employee has not had the above rest break at clauses 49.12 or 49.13 they will be released from duty without loss of pay until the break is taken.
- 49.15 If an employee is directed to return to work without having the required break they will be paid at double time, until released from duty.

Rest Break during Overtime – all classifications excluding nurses

- 49.16 An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue work after the break.

50. Recall to duty

- 50.1 Recall to duty will be paid at the rate of double time for a minimum of three hours. Any recall within the three hours will be considered a continuation of those three hours. If the duration of the call out continues beyond three hours double time will continue for the time worked.
- 50.2 Recall commences 30 minutes prior to when an employee is required onsite and finishes when the employee signs out.
- 50.3 An employee recalled to duty is entitled to a minimum rest break set out by clause 49.12 between the finishing of recall to work overtime and the commencement of their next shift.
- 50.4 An employee is entitled to a disturbance fee where an employee is recalled to work but the patient examination is cancelled. See Appendix B for rates.
- 50.5 The employee may also be entitled to a disturbance fee in the following circumstances however each will require prior management approval to qualify:
- (a) for time spent on the phone when they were recalled to duty, but it was not necessary to return to the premises;

- (b) when an employee is called but not required to return to the work premises to resolve equipment and software malfunctions; or
- (c) staffing and operational issues that requires an employee to be recalled to work without attending site to resolve these issues.

See Appendix B for rates.

- 50.6 An employee recalled to duty, will be reimburse for the kilometres travelled to and from the work premises. When an employee is fatigued and it would not be safe for them to travel to and from the work premises, then the employer will arrangement alternative transportation such as but not limited to a taxi or uber and will cover the costs.
- 50.7 An employee who is a backup for on call and are recalled to duty, is entitled to the conditions set out in clauses 50 and 51.

51. On-call rates

- 51.1 For all modalities, the applicable on-call rates are contained in Appendix B:

Part 6 — Wages, Allowances and Related Matters

52. Wage Rates

- 52.1 The rates of pay and allowances are contained in Appendix B.
- 52.2 Applicable allowances will be increased in line with the percentage increases as contained in Appendix B.
- 52.3 Additional employment conditions for employees who were transferred from the public sector are contained in Appendices C and D.
- 52.4 All permanent and casual employees will be eligible for a bonus provided they were employed by the Company prior to 1 December 2022 and still employed at the time the bonus is paid. The sign on bonus will be \$1,900 (less tax) for eligible full-time staff and \$1,280 (less tax) for eligible part-time staff and \$630 (less tax) for eligible casual staff. Superannuation will be additional to these amounts and the bonus will be payable as a lump sum as soon as practicable after certification of this Agreement.

53. Classifications

At the commencement of this Agreement employees will transfer to the new classification structure at their current classification level.

An employee who is transferred into the classification structure and does not have the skill criteria necessary to be classified at that level, shall within a 6 month period gain those skills.

The Company will support the employee with training to assist in the gaining of those skills.

If at the cessation of the 6 month period, the employee has not gained those skills the employee will be reclassified to the appropriate classification level. If the employee remuneration level prior to the commencement of the Agreement was in excess of the remuneration level for their revised classification, the employee will return to their remuneration level prior to the commencement of this Agreement.

No further increases shall apply until the remuneration level is exceeded by the appropriate classification under the Agreement.

Classification definitions are contained in Appendix A

54. Reclassification/Review Process

Notwithstanding Technical Training levels, classifications are binding for a minimum of six (6) months. Re-classification applications will not be authorised within this period unless the progression is the direct result of a successful application for an advertised position within the Company.

54.1 Regrading / Re-classification / Remuneration

- (a) Re-grading / re-classification / remuneration requests may only be applied for after a minimum period of six (6) months in the employee's current grade/classification.
- (b) Re-grading / re-classification / remuneration applications must be authorised by both the Area Manager and the State Manager.
- (c) Notwithstanding the above time constraints, if an employee can demonstrate that they are competent in new skills/modalities that would justify a higher grading they should approach their direct line manager, who will then advise the Practice Manager or Area Manager and discuss the situation and make a recommendation.
- (d) Response to written application for re-classification will be forwarded to the employee no later than four (4) weeks after receipt.
- (e) Recommendations for re-classification must be made in writing.

- (f) Verification of competency will be required prior to re-classification being authorised.
- (g) If the direct line manager disagrees with the employee going up a grade, they will let them know the reason why and set a review date no more than three (3) months after receipt of the initial application.
- (h) If this is not satisfactory to the employee, they can discuss the matter with the Area Manager or further to this, finalise the matter as per the Dispute Resolution process outlined in this agreement

54.2 Regrading Performance Review

- (a) Employees considered to be failing to meet the criteria outlined in their classification and relevant position description will be subject to a skills and task review.
- (b) Employees under Review will:
 - (i) Receive a listing of areas/criteria deemed unsatisfactory for their current classification;
 - (ii) Be given instructions on actions required and associated reasonable timeframes to achieve these and retain their current classification.
- (c) At the cessation of the review period an inability to satisfy the current classification and position description criteria may result in re-classification and associated remuneration changes.

55. Superannuation

54.3 Payment

- (a) The Company will pay superannuation in accordance with legislative requirements as amended from time to time.
- (b) Superannuation Guarantee contributions will be calculated in accordance with the Superannuation Guarantee (Administration) Act 1992(Cth) and made to a superannuation fund of the employee's choice.
- (c) If an employee does not nominate a superannuation fund and does not have an existing fund ('stapled' fund), contributions will be paid into the default fund nominated by the Company; any default fund must provide a MySuper product.

- (d) For the purposes of this subclause, the default fund for an employee in a nursing classification will be Health Employees' Superannuation Trust Australia (HESTA). Information regarding HESTA will be provided to new Employees prior to the election of a superannuation fund.

54.4 Salary Sacrifice to Superannuation

- (a) Employees may enter into salary sacrifice arrangements in accordance with the prevailing legislation.
- (b) Employees will be responsible for seeking their own independent financial advice regarding salary sacrifice superannuation.
- (c) The employee can elect to terminate the arrangement in writing at any time. Such written notice will be provided to the relevant manager.

56. Payment of Wages

- 56.3 The Company will pay employees by way of electronic transfer, fortnightly in arrears, into a nominated account of an Australian financial institution.
- 56.4 A pay slip will be forwarded to all employees in accordance with the requirements of the Act.

57. Time and Attendance

- 57.3 It is a requirement of employment that all staff must use our automated time and attendance system. The purpose of this system is to enable the Company to comply with its obligations under the Act to record employees hours worked. It also allows easy and accurate calculation of pay and leave details.
- 57.4 If an employee is found to have deliberately provided a false record of their hours on their time sheet it may be deemed to be serious and wilful misconduct.

58. Higher Duties Allowance

A higher duty allowance will be paid to employees appointed by the Company to relieve a head of department when that head of department is absent for more than one continuous week. See Appendix B for rates.

A Higher Duties Allowance may also be payable where an employee is asked to perform a role at a higher level that is not head of department. The Operations Manager will have discretion as to the application of this clause.

59. Travel Allowance

- 59.1 Employees are employed by the Company and may be required to provide services at various practices, to ensure a high standard of service is maintained to the community.
- 59.2 An employee who is required and authorised to use their own vehicle in the course of their duties, (including on call) will be paid a mileage allowance of 92 cents per km (Australian Tax Office rate).
- 59.3 A full time or part time employee may be required to commence at another practice that is not part of the standard roster. The employee shall be entitled to be paid mileage of 92 cents per km for the distance in excess of the travel required from their home to the new site or the travel from their usual site to the new site, whichever is the lesser.
- 59.4 An employee that commences work at one practice and is required to attend another practice during their working hours will be paid for all hours worked, including the travel time between practices.
- 59.5 Employees who are required to attend meetings during their scheduled working hours will be paid for travel time at their ordinary rate.

60. Meeting Allowance

If employees are required to attend meetings scheduled by management, they will be eligible for payment for the duration of the meeting notwithstanding CPD activities and conferences.

61. Professional Allowance

- 61.1 It is a requirement of this Agreement that all permanent employees required to carry out duties as a Radiographer or Nuclear Medicine Technologist, be registered in accordance with the Medical Radiation Practitioner Board of Australia (AHPRA) and hold a current Radiation Licence.
- 61.2 It is a further requirement of this Agreement that Sonographers be accredited and hold a current registration with Australian Sonographers Association Registry (ASAR).
- 61.3 In addition, it is a requirement of this Agreement that Nursing staff hold appropriate professional registration (AHPRA).
- 61.4 On receiving proof of payment for the registration and or license listed above the Company will reimburse reasonable expenses incurred

62. Blood Check Allowance

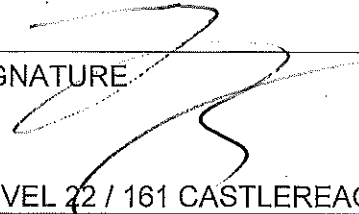
Any employee exposed to radiation hazards in the course of their work will be entitled to a blood count as often as is considered necessary and will be

reimbursed for any reasonable out-of-pocket expenses arising from such test.

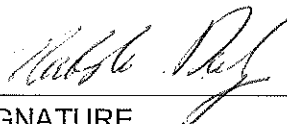
63. Signature Clause

This Agreement is made under the provisions of the Fair Work Act 2009

Signed for and on behalf of the Company:

 _____ SIGNATURE	_____ JOHN BUND FULL NAME
_____ LEVEL 22 / 161 CASTLEREAGH STREET SYDNEY NSW 2000 ADDRESS (include postcode and state)	
_____ NATIONAL EMPLOYEE RELATIONS MANAGER POSITION	_____ 17 APRIL 2023 DATE

Witnessed by:

 _____ SIGNATURE	_____ Natasha Daly FULL NAME
_____ Level 22 / 161 Castlereagh St Sydney, NSW 2000 ADDRESS (include postcode and state)	
_____ 17/4/23 DATE	

Health Service Union of Australia, NSW Branch:

SIGNATURE

FULL NAME

ADDRESS (include postcode and state)

POSITION

DATE

Witnessed by:

SIGNATURE

FULL NAME

ADDRESS (include postcode and state)

DATE



.....

Shaye Candish
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017



.....

WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

APPENDIX A - CLASSIFICATIONS

Level 1

Imaging Assistant / Intern

- A person employed in the Company who is enrolled in a Bachelor of Applied Science (Medical Radiation Science) or equivalent, who has student registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia (AHPRA) and a student radiation licence;
- Assists Medical Imaging Technologists or others in the performance of their duties, this may include:
- Assisting radiographers conduct procedures, recording of patient information;
- Attending to the well-being of patients, setting up clinics for procedures and i.v cannulation, assist with stock management.

Level 2

Radiographer— Supervised Practitioner (SPP) (or Equivalent Training Program) or entry level Radiographer.

- Complies with the requirements of the Supervised Practitioner Program;
- Must have current radiation licence and SPP - AHPRA accreditation;
- Must participate in in-house and external CPD activities;
- This level may also apply to Graduate Radiographers who are yet to fulfil requirements of a Level 3 Radiographer.

Level 2A

Radiographers at this level would meet the requirements of a level 2 radiographer and work in sites where the time of day, or day of the week, presents no limitation to care provision in in large hospitals (200+ beds) contractually required to provide 24-hour access to emergency services and/or emergency surgery. Generally,

these sites would receive patients from NSW Ambulance and offer CAT 1 surgical services.

Level 3

Radiographer— Qualified Radiographer

- Have completed training at a tertiary institution as a Radiographer and have obtained an appropriate qualification in radiography, which is recognised by the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia (AHPRA); and
- Have a Radiation Licence;
- Working independently in general radiography, this may also include BMD, dental, theatre, mobile radiography and screening (as required);
- Training/Supervision in other modalities (CT, Dexa, Mammo, DSA, Cath lab);
- Must participate in in-house and external CPD activities.

Level 3A

Radiographers at this level would meet the requirements of a level 3 radiographer and work in sites where the time of day, or day of the week, presents no limitation to care provision in in large hospitals (200+ beds) contractually required to provide 24-hour access to emergency services and/or emergency surgery. Generally, these sites would receive patients from NSW Ambulance and offer CAT 1 surgical services.

Level 4

Radiographer - Basic Radiographer

- A qualified Radiographer who fulfils the skills and registration of Level 3.
- Can perform basic specialty skills with limited supervision in CT /Mammo/DSA/cath lab;
- Basic CT must be able to perform and post process routine CT examinations of spines, abdo/pelvis, chest, brain and extremities, using pre-set protocols with minimal to no assistance;

- Basic DSA and cardiac cath means able to participate in a dedicated radiology DSA suite roster or cardiac catheter lab, working with minimal supervision. Be able to acquire and manipulate standard DSA imaging, including but not limited to, run offs, masking and digital measuring in images. In cath lab able to perform all aspects of cardiac catheter lab imaging including but not limited to scouting, functional analysis and troubleshooting. Assistance may be required from more senior staff for non-routine examinations and/or trouble shooting. May have a role in preparing equipment and consumables during diagnostic and interventional procedures;
- Basic Mammography means able to perform unsupervised routine mammography views only, including tomosynthesis. Able to perform daily QA as set by the RANZCR;
- Must participate in in-house and external CPD activities;
- Must have 1 year post graduate experience.

Level 4A

- Radiographers at this level would meet the requirements of a level 4 radiographer and work in sites where the time of day, or day of the week, presents no limitation to care provision in in large hospitals (200+ beds) contractually required to provide 24-hour access to emergency services and/or emergency surgery. Generally, these sites would receive patients from NSW Ambulance and offer CAT 1 surgical services.

Level 5, 6, 7 Radiographer— Intermediate Radiographer

- Radiographer plus Intermediate CT /DSA/cath lab and/or intermediate Mammography;
- Can perform all basic procedure independently and some advanced procedure with limited supervision;
- Intermediate CT means able to perform but not necessarily post process all CT examinations. Includes but not limited to: Angiography (chest, abdominal, brain and extremity); Urography; biliary tree studies; interventional procedures and trauma CT. Can adjust protocols to suit examination and responsible for the training of others;

- Intermediate DSA and cardiac cath means able to perform all diagnostic studies and interventional procedures performed in dedicated radiology DSA suite or cardiac catheter lab; able to identify, prepare equipment and consumables. Training and supervision of others; ability to assist in the operations and maintenance of the equipment and consumables, including maintenance of consumable inventory;
- Intermediate Mammography means able to perform unsupervised routine mammography views only, including tomosynthesis; compression/coned views and breast implants. Able to perform daily QA as set by the RANZCR;
- Must be competent in IV cannulation with appropriate certification if the site requires that the practitioner work in the modality independently;
- Must participate in in-house and external CPD activities;
- Level 1 Must have 2 years post graduate experience including 1 year in the relevant modality (where awarded when years of experience are less, must be an independent operator).
- Level 2 Must have at least 4 years post graduate experience including 2 years in the relevant modality (where awarded when years of experience are less, must have a role in supervision of other qualified radiographers).
- Level 3 Must have at least 6 years post graduate experience including 2 years in the relevant modality (where awarded when years of experience are less, must have a role in supervision of other qualified radiographers).

Level 5A, 6A, 7A

- Radiographers at this level would meet the requirements of a level 5, 6 and 7 radiographers and work in sites where the time of day, or day of the week, presents no limitation to care provision in in large hospitals (200+ beds) contractually required to provide 24-hour access to emergency services and/or emergency surgery. Generally, these sites would receive patients from NSW Ambulance and offer CAT 1 surgical services.

Level 8, 9, 10

Radiographer—Advanced Radiographer

- Radiographer plus advanced CT / DSA /cath lab and/ and/or advanced Mammography;
- Advanced CT means able to perform complex post processing of all CT examinations and protocols, including but not limited to high level cardiac angiography and brain perfusion studies. Can build and adjust protocols to suit examination and responsible for the training of others;
- Advanced DSA and cardiac cath means all as outlined in intermediate and basic DSA, responsible for the operation of the dedicated radiology DSA suite or cardiac catheter lab with the additional responsibility of haemodynamic monitoring ; the training and supervision of others; design and maintenance of DSA/ cath lab suite protocols and procedures. Able to prepare equipment and assist in all procedures;
- Advanced Mammography means able to perform advanced Mammographic examinations including but not limited; stereotactic examinations and all QA as set by the RANZCR;
- Must be competent in IV cannulation with appropriate certification;
- Has a leading role in training and continuing education in the modality;
- Has a leading role in the development, modification and adherence to protocols;
- Is responsible for overseeing all QA activities in modality;
- Has a leading role in stock management inventory control and ordering of supplies;
- Direct responsibilities include, but are not limited to: equipment maintenance; daily troubleshooting of systems and equipment, site safety and staff compliance, productivity; staff training;
- Must participate in in-house and external CPD activities;
 - Level 1 Must have 6 years post graduate experience including 2 years in the relevant modality
 - Level 2 Must have at least 8 years post graduate experience including 3 years in the relevant modality
 - Level 3 Must have at least 10 years post graduate experience including 3 years in the relevant modality

Level 8A, 9A, 10A

- Radiographers at this level would meet the requirements of a level 8, 9 and 10 radiographers and work in sites where the time of day, or day of the week, presents no limitation to care provision in large hospitals (200+ beds) contractually required to provide 24-hour access to emergency services and/or emergency surgery. Generally, these sites would receive patients from NSW Ambulance and offer CAT 1 surgical services.

Level 10B

Radiographer: Specialist Hospital Radiographer

- These radiographers work in sites where the time of day, or day of the week, presents no limitation to care provision in in large hospitals (200+ beds) contractually required to provide 24-hour access to emergency services and/or emergency surgery. Generally, these sites would receive patients from NSW Ambulance and offer CAT 1 surgical services.

AND

- Is an ED specialist radiographer in a hospital setting, must have at least 8 years post graduate experience with extensive ED experience and be able to confidently lead and manage all areas of a 24/7 ED department and demonstrate a rigorous commitment to CPD in the speciality and dissemination of this education to staff via bi-annual talks and presentations to the department;
- They must display good judgement and demonstrate a high level of initiative and independence in problem solving. They must demonstrate the ability to supervise and be responsible for other radiographers and be able to supervise and assess their clinical experience;
- They must demonstrate a high level of knowledge and proficiency in complex emergency situations and settings, including but not limited to, general, mobile and trauma radiography, CT Trauma, Stroke, Angiography and Vascular protocols on the critically ill, intubated, scheduled, paediatric, psychotic and acute trauma patients;
- They must attend ED Grand Rounds and disseminate back to staff;
- Be responsible for adjusting, building and post processing of protocols to suit such examinations and presentations;

- Has a leading role in training and continuing education in the ED department;
- Direct responsibilities include, but are not limited to, facilitating good working partnerships between the ED imaging department and the ED Consultants and lead Clinical Teams, troubleshooting of IT, systems, equipment and PACS, site safety, staff compliance, staff productivity, allocation of staffing resources with regards to triaging processes of patient needs, identify and report on quality issues, ensure examination and reporting KPI's are maintained, adherence to escalation policies, ensure continued service provision at all times.

OR

- Is a CT specialised radiographer in a Hospital setting, can fulfill all level 10 requirements and have obtained the ASMIRT CT Computerised Tomography Intermediate Level Certification part A and have or be working towards part B or have formal post graduate qualifications (Masters) in CT and have at least 8 years post graduate experience and demonstrate a rigorous commitment to CPD in the speciality and dissemination of this education to staff via bi-annual talks and presentations to the department(By appointment only);

OR

- Cardiac Cath Lab Specialised radiographer in a Hospital setting on a STEMI matrix and must have at least 8 years post graduate experience and demonstrate a rigorous commitment to CPD in the specialty and dissemination of this education to staff via bi-annual talks and presentations to the department(By appointment only).

OR

- Is an Operating Theatre specialised radiographer in a Hospital Setting delivering CAT 1 surgical procedures (By appointment only).

OR

- Is a PACS administrator in a 24/7 hospital setting offering emergency services and must have at least 8 years post graduate experience (Not necessarily in PACS) (By Appointment Only).

OR

- Is a Clinical Supervisor and Educator and QI radiographer in a hospital setting and must have at least 8 years post graduate experience and demonstrate a rigorous commitment to CPD in the radiography field and dissemination of this education to staff via bi-annual talks and presentations to the department. They must attend hospital Grand Rounds and report back to staff. (By appointment only)

Level 11, 12, 13

Modality Head / Subspecialised role

In addition to all of the competency-based requirements of the Advanced Level Radiographer, a person appointed to this classification:

- Responsible for the modality across one or more practices;
- Responsible for the maintenance, protocols and efficiency of the modality;
- Must be able to train and perform all advanced examinations on modality;
- Contributes to the professional development and training programs including in-service presentations, mentoring, coaching and sharing knowledge with others;
- Liaises with management, physicians and other members of the multi-disciplinary team to lead to quality improvement processes;
- Financial KPI's, modality optimisation and wider group participation in Company projects;
- Will be required to perform the administrative functions of the modality and in planning the workload and throughput of the modality; and
- Will liaise productively and effectively with all staff and other members of the management team; and
- Liaise with vendors for all equipment related issues including PM and breakdown;

- Has a leading role in stock management inventory control and ordering of supplies'
- Responsible for alignment with state matrix for the maintenance, protocols and efficiency of the modality;
- Must participate in in-house and external CPD activities.
- Level 1: Modality Head of 1 or more sites; Less than 5 FTE staff.
- Level 2: Modality Head of 2 or more sites; 5 to 10 FTE staff
- Level 3: Modality Head of Large Hospital Site / Manager of 3 or more sites; greater than 10 FTE staff.

These levels may be by appointment only

Level 14

2IC Manager

- Must participate in in-house and external CPD activities;
- provide 2nd in line support of the Imaging Manager roles and responsibilities noted below;
- assume to role of the Imaging Manager in their absence;
- These levels may be by appointment only.

Level 15, 16, 17

Imaging Manager

- This position reports directly to the Cluster / Area / Operations Manager;
- This role involves administration (including IT) and cost management for the site;
- Responsible for the operational efficiency of the site (clerical, technical and Radiologist) and acting on directives from a State/National level;
- Requires a thorough understanding of all modalities within the site;
- Expected to continue in their technical role in conjunction with their administrative role;
- Effective management of expenditure at a site/regional level including contribution to management of site KPI's (via effective application of billing policies and procedures);

- Preparation and maintenance of staff rosters in a manner that effectively utilises resources (including effective leave management) where relevant and required;
- Kronos WFD timecard managers;
- Identification of staffing requirements including the ability to communicate these to the Area Manager/Roster Coordinator with relevant supporting information;
- Identification of training requirements for the site and for individual employees, and for arranging or conducting such training as required;
- Monitoring and managing staff performance on a formal and informal basis (including but not limited to the conduct of MyPulse reviews and formal performance appraisals where required);
- Monitoring individual employees in relation to their classification, remuneration, skill level and professional development, with a view to advising the Area Manager of any relevant recommendations;
- Lead WHS and Quality program for the site;
- Local facilities and stock management;
- Superuser of all 3rd party programs like Medallia, Medicallis, IV;
- Must participate in in-house and external CPD activities.
- Level 1: Manager of 1 or more sites; Less than 15 FTE staff.
- Level 2: Manager of 2 or more sites; Less than 30 FTE staff
- Level 3: Manager of Large Hospital Site / Manager of 3 or more sites; greater than 31 FTE staff.

These levels may be by appointment only

Level 18

Trainee MRI technologist

- An employee who is an Intermediate Radiographer or higher, and is under supervision from a Qualified MRI Radiographer or higher.
- Must have a venepuncture/IV cannulation certificate;
- Able to perform routine brain, spine, and routine MSK examinations;

- It is envisaged that when the employee begins training in this classification, the employee may not be enrolled in post-graduate tertiary studies but should enrol in the Australian Society of Medical Imaging and Radiation Therapy (ASMIRT) accreditation programme and begin working towards Level 1 Accreditation, or its equivalent, as a matter of course within 12 months of appointment to this classification;
- Radiographers at this level may still be required to support sites modalities in their undergraduate level of training for example but not limited to xray, nuc med, CT, mammo, DSA, cath lab'
- Must participate in in-house and external CPD activities.

Level 19

Qualified MRI technologist

- In addition to all of the requirements of Basic Magnetic Resonance Imaging Technologist, it is expected that a person appointed to this classification will:
- Have completed a minimum of two full years work post Basic Magnetic Resonance Imaging Technologist Level and maintained these skills and competencies during this period; and
- Be a person competent in trainee MRI examinations; and be able to perform MRI examinations including but not limited to non-routine MSK examinations; abdominal scanning; routine contrast enhanced MRA;
- Must be fully conversant in MRI safety;
- Demonstrate an ability and willingness to train less experienced staff in areas in which they are competent; and
- Have attained Level 1 Accreditation in MRI from the Australian Society of Medical Imaging and Radiation Therapy (ASMIRT) or its equivalent.
- Radiographers at this level may still be required to support sites modalities in their undergraduate level of training for example but not limited to xray, nuc med, CT, mammo, DSA, cath lab;
- Must participate in in-house and external CPD activities.

Level 20

Senior MRI technologist

- In addition to all of the requirements of a Qualified Magnetic Resonance Imaging Technologist as noted above, it is expected that a person appointed to this classification will:
- Have completed three full years post their Qualified MRI Technologist and maintained these skills and competencies during this period; and
- Continue to hold Level 1 Accreditation in MRI from the Australian Society of Medical Imaging and Radiation Therapy (ASMIRT) or its equivalent; and/or post graduate MRI accreditation.
- Work with relevant personnel to ensure compliance with MRI accreditation processes for the MRI Department; and
- Demonstrate an ability and willingness to train less experienced staff;
- Be competent in Cardiac MRI/ Spectroscopy Studies and/or advanced abdominal scans, non-routine contrast enhanced MRA, breast, prostate including post processing where required; in addition to all other routine MRI examinations; and
- Must be fully conversant in MRI safety;
- Radiographers at this level may still be required to support sites modalities in their undergraduate level of training for example but not limited to xray, CT, mammography, US;
- Daily troubleshooting of systems and equipment;
- Must participate in in-house and external CPD activities.

Level 21

Advanced Senior MRI Technologist

In addition to the requirements of the Senior Magnetic Resonance Imaging Technologist level above, staff appointed to this classification will be:

- Tutor level MRI radiographers with tutorial duties the majority of tasks undertaken by this employee and a role model for junior staff and across the leading techniques within their specialty;

- Have completed two full years post their Senior Magnetic Resonance Imaging Technologist and maintained these skills and competencies during this period; and
- Continue to hold Level 1 Accreditation in MRI from the Australian Society of Medical Imaging and Radiation Therapy (ASMIRT) or its equivalent; and
- Attained or working towards Level 2 AIR MRI Accreditation and/or post graduate MRI accreditation;
- Demonstrate advanced skills through development and maintenance of up to date protocols and clinical reviews;
- mentoring, teaching and delivery of in-service presentation and/or presentations of papers/publications related to their area of expertise;
- Will co-ordinate all staff training in MRI in conjunction with the MRI radiologist, MRI Modality Head and Imaging Manager; and
- Responsible for modality optimisation and wider group participation in Company projects with the Imaging Manager;
- Will ensure patient satisfaction and examination quality of their work and of any trainee MRI student/qualified MRI technician being tutored;
- Overarching responsibility of QA activities and effectively manage workflow, patient satisfaction and examination quality of all MRI exams;
- schedule PM with the Imaging Manager and manage daily troubleshooting of systems and equipment.

By appointment only

(a)

"General Ultrasound" means able to perform routine abdominal, renal, small parts, pelvic and obstetric ultrasound.

"Advanced Ultrasound" means able to perform advanced sonographic examinations as listed by subcategories (to be deemed competent in a subcategory, sonographer must be competent in more than one skill listed in that category and be overall competent in studies aligned to that subcategory, understanding that some studies due to their rarity may require assistance).

- (a) Vascular - Carotids; Lower/upper limb DVT; Aorta, Iliac Vessels and IVC
- (b) Musculoskeletal - Shoulder, Knee, Elbow, Feet/Ankle; Soft tissue lumps; Hand/Wrist, Fingers, Groin, Hip, Other.
- (c) Advanced Obstetrics - Advanced obstetric techniques including, but not limited to, MCA, DV assessment, Multiple pregnancy (twins etc) certified nuchal translucency operator.
- (d) Advanced Vascular - Renal Arteries; Mesenteric vessels; portal vein/splenic, Venous mapping, venous incompetency; AV Fistula; ABI's; lower/upper limb arteries
- (e) Specialised Paediatrics - Pyloric stenosis, paediatric hips, neonatal brain, intussusceptions.
- (f) Other Specialised - Interventional procedures / trans rectal/ intra-operative / elastography / 3D/4D applications

Level 22

Sonographer– Trainee Basic

- Requires moderate to high supervision.
- Requires ASAR registration and CPD enrolment;
- Has enrolled in a tertiary undergraduate or postgraduate ultrasound course;
- Must participate in in-house and external CPD activities.

Level 23

Sonographer– Trainee Intermediate

- Requires minimal supervision for most examinations;
- Can perform a general ultrasound list to the ability of Level 25, with minimal supervision;
- Must have a minimum of one year FTE scanning time;
- Requires ASAR registration and CPD enrolment;
- Has enrolled in a tertiary undergraduate or postgraduate ultrasound course;
- Must participate in in-house and external CPD activities.

Level 24

Sonographer– Trainee Advanced

- This person requires limited supervision for most examinations;
- Can perform a general ultrasound list to the ability of Level 25, with minimal to no supervision;
- Must have a minimum of 6 months FTE scanning time at Trainee Intermediate level;
- Progression to this level will follow review by supervising tutor sonographer;
- This person may have sonography graduate qualifications, but still requires supervision;
- Must participate in in-house and external CPD activities.

Level 25

Sonographer– Qualified Sonographer

- Performs general ultrasound without senior sonographer supervision;
- Performs 2 of 6 advanced subcategory skills'
- subspecialty sonography groups with 1 advanced skill like Breast, Vascular or Cardiac Echo sonographers will also be classified at this level and will be responsible for training others in their skillset;
- Must participate in in-house and external CPD activities.

Level 26, 27

Sonographer– Intermediate Sonographer

- Performs Level 25 general ultrasound.
- Intermediate Level 1 - Performs competently 3 of 6 advanced subcategory skills;
- Intermediate Level 2 - Performs competently 4 of 6 advanced subcategory skills;
- Provides supervision of trainee sonographers;
- daily troubleshooting of systems and equipment;
- Must participate in in-house and external CPD activities.

Level 28, 29, 30

Sonographer - Advanced Sonographer

- Performs Level 27 general ultrasound;
- Provides supervision of trainee sonographers;
- daily troubleshooting of systems and equipment;
- Must participate in in-house and external CPD activities;
- Advanced Level 1 - Performs competently 5 of 6 advanced subcategory skills; or 4 of 6 advanced subcategory skills min post grad 3 years' experience;
- Advanced Level 2 -Performs competently 6 of 6 advanced subcategory skills &/or > 5 years' experience (skill set assessed on merit);
- Advanced Level 3 - Performs competently 6 of 6 advanced subcategory skills &/or > 8 years' experience (skill set assessed on merit).

Level 31, 32

Sonographer– Senior Sonographer

- Performs Level 30 Advanced Sonographer;
- provides overall supervision of trainee and junior sonographers for all levels at their site;
- Must participate in in-house and external CPD activities;
- Advanced Level 1 - Performs competently 6 of 6 advanced subcategory skills + Education duties (Tutor role) & min post grad 5 years' experience;
- Advanced Level 2 -Performs competently 6 of 6 advanced subcategory skills + Education duties (Tutor role) & min post grad 5 years' experience. Application to Advanced Level 2 position based on performance review of Advanced Level 1 and to include a minimum of 1 year experience at Level 1 at Lumus or equivalent from another medical imaging company.

Level 33

Head Sonographer

- Performs level 31 + Education duties (Tutor role) &/or > 5 years' experience in Radiology and/or US;

- Responsible for the financial KPI's, modality optimisation and wider group participation in Company projects;
- Will be required to perform the administrative functions of the modality and in planning the workload and throughput of the modality; and
- Liaises with management, physicians and other members of the multi-disciplinary team to contribute to quality improvement processes;
- Would have the demonstrated necessary experience and qualifications to effectively manage a modality; and
- Liaise with vendors for all equipment related issues including PM and breakdown;
- Must contribute to in-house, external and regional CPD activities and meetings;
- Overarching responsibility for the training and supervision of trainee/ junior sonographers in their region;
- Manage rostering, WFD and distribute labour in the modality for their region;
- Responsible for alignment with state matrix for the maintenance, protocols and efficiency of the modality;
- Implement changes both local and national as related to ultrasound;
- Identify growth opportunities for the business and co-ordinate with our radiologists and the broader referring doctors promoting the service

By appointment only

Level 34

Nuclear Medicine Scientist– SPP (or Equivalent Training Program)

- Complies with the requirements of the Supervised Practitioner Program;
- Have a Radiation Licence and AHPRA registration;
- Must participate in in-house and external CPD activities.

Level 35

Nuclear Medicine Scientist– Qualified

- Completed SPP

- Have a Radiation Licence and AHPRA registration;
- Works independently;
- The ability to perform all routine examinations required in accordance with set protocols or guidelines;
- Accountable for their own work, quality and productivity;
- Must participate in in-house and external CPD activities;
- Competent in all facets of Nuclear Medicine & DEXA;
- Must have Diagnostic CT license and be appropriately credentialed.

Level 36

Nuclear Medicine Scientist– Intermediate

- Competent in all facets of Nuclear Medicine & DEXA;
- Have a Radiation Licence and AHPRA registration;
- Undertake supervision of less experienced staff and students;
- Accountable for quality and productivity of work performed by both themselves and those staff of lesser classification when they are the most senior staff member rostered;
- Ability to modify or create protocols;
- Actively involved in postgraduate studies or CPD activities for their area of expertise;
- Must participate in in-house and external CPD activities;
- A person at this level is expected to train and supervise staff;
- Basic PET skills;
- Must have Diagnostic CT license and be appropriately credentialed.

Level 37

Nuclear Medicine Scientist– Senior

- Competent in all facets of Nuclear Medicine & DEXA;
- Have a Radiation Licence and AHPRA registration;
- PET level competency including PSMA/ DOTA;
- A person at this level is expected to train and supervise staff;

- daily troubleshooting of systems and equipment;
- Must have Diagnostic CT license and be appropriately credentialed;
- Must participate in in-house and external CPD activities.

Level 38

Nuclear Medicine Scientist– Advanced

- Competent in all facets of Nuclear Medicine & DEXA;
- Have a Radiation Licence and AHPRA registration;
- Will undertake the supervision of nuclear medicine procedures and assist in administrative functions, workload planning and productivity;
- Direct responsibilities include, but are not limited to: equipment maintenance; site and staff compliance - governing bodies, government authorities, productivity; site staffing levels and rosters; staff training; staff reviews;
- Will be required to manage roster and distribute labour within the modality;
- Must have Diagnostic CT license and be appropriately credentialed;
- PET level competency including PSMA/ DOTA;
- Must participate in in-house and external CPD activities.

Level 39

Clerical – Junior

- Has minimum or no experience;
- Works under supervision and requires verification of the majority of completed tasks;
- Perform basic administrative, front desk duties and/or call centre duties;
- Undertakes on the job training in the Radiology Information System (RIS);
- HIC compliance under supervision;
- Multi-modality or complex bookings/billings under supervision;
- A Clerical employee at this level is not expected to work autonomously;

Level 40

Clerical - Intermediate

- Capable of working autonomously and requires guidance rather than direct supervision in all duties;
- Conversant in preparations for radiology procedures performed;
- Capable of organising multi-modality appointments to maximise efficiency and diagnostic outcome;
- Liaise with patients and referrers and have the ability to take appropriate follow-up action to any queries;
- Be conversant in item numbers and have a working knowledge of booking schedules;
- Have knowledge of HIC compliance issues related to bookings and billings;
- Prepare and perform banking. Record petty cash transactions and perform petty cash reconciliation;
- Supervise trainees in basic duties;
- Assist with training of other staff;
- Perform all RIS tasks at site level;
- Contact centre duties.

Level 41

Advanced Clerical 1

A Clerical staff member who also fulfils level 40 and the below criteria:

- Capable of working without supervision;
- Full knowledge of all banking procedures;
- Fully conversant in HIC compliance;
- Responsible for the training of others;
- Fully conversant in preparations and radiological procedures performed;
- Fully conversant in item numbers and have a working knowledge of booking schedules;
- Excellent communication skills;
- Has a sound working knowledge of the RIS system;
- Able to perform emailing of reports through RIS system;
- Thorough understanding of and ability to perform all administrative tasks;
- Assists Head Secretary with their duties;

- Drafts and communicates correspondence when required;
- Petty cash reconciliation;
- Basic billing, batching, banking;
- Basic resubmissions;
- Basic W/C and IP billing;
- Basic IV support;
- Contact centre duties.

Level 42

Advanced Clerical 2

- Fulfils criteria outlined in Adv Clerical 1 to an intermediate level
- Intermediate user level of systems including but not limited to RIS/PACS, patient satisfaction, on-line booking programs and other 3rd party systems;
- Monitoring scheduling and capacity of lists;
- Contact centre duties.

Level 43

Advanced Clerical 3

- Fulfils criteria outlined in Adv Clerical 1 to an advanced level;
- advanced user level of systems including but not limited to RIS/PACS, patient satisfaction, on-line booking programs;
- and other 3rd party systems;
- Monitoring scheduling and capacity of lists;
- Could be 2IC to the Head Secretary of the clerical team;
- Contact centre duties;
- Advanced user level of systems including but not limited to RIS/PACS, patient satisfaction, on-line booking programs and other 3rd party systems;
- Monitoring scheduling and capacity of lists;
- Accountable for the work quality of others;
- Contact centre duties.

Level 44

Office Manager 1

- Fulfills Levels 43.
- The Office Manager 1 must also liaise and effectively communicate with all relevant internal and external stakeholders (including referrers, imaging specialists, technologists and relevant contacts within central office). Such communication may involve the provision of basic support and training to medical imaging staff members in relation to administrative functions
- Such Employees must have a working knowledge of all relevant policies and procedures (including workplace health and safety) and must ensure compliance with such policies.
- An Employee in this role is expected to achieve excellence in customer service including the ability to lead by example;
- An Employee at this level is responsible for:
- Supervision of > 4 full time equivalent Clerical staff members;
- Preparation and maintenance of staff rosters in a manner that effectively utilises resources (including effective leave management) where relevant and required;
- Identification of staffing requirements including the ability to communicate these to the Area Manager/Roster Coordinator with relevant supporting information;
- Checking daily booking sheets to ensure efficient and effective scheduling of patient appointments and correcting where necessary;
- Identification of training requirements for the site and for individual employees, and for arranging or conducting such training as required;
- Involvement, participation and contribution to internal training programs (i.e. billings, customer service, etc.);
- Monitoring and managing staff performance on a formal and informal basis (including conduct of formal performance appraisals where required);
- Monitoring individual employees in relation to their classification, remuneration, skill level and professional development, with a view to advising the Area Manager of any relevant recommendations;
- Ensuring the effective understanding and application of HIC legislation including the Medicare Benefits Schedule and Company billing schedule;

- Attending and contributing to staff meetings and other forums as required;
- Training staff in the use of office equipment and maintenance procedures;
- Recruitment and selection of staff in accordance with relevant procedure, including the effective application of probation period for new employees;
- Ordering administration stock and supplies and contributing to stocktake processes;
- Advanced user level of systems including but not limited to RIS/PACS, patient satisfaction, on-line booking programs and other 3rd party systems.

Level 45

Office Manager 2

- Fulfils requirements of Level 44;
- Supervision of > 8 full time equivalent Clerical staff members;
- Advanced user level of systems including but not limited to RIS/PACS, patient satisfaction, on-line booking programs and other 3rd party systems.

Level 46

Typist

- Demonstrates excellence in quality, productivity and versatility in report typing;
- Capable of typing reports from all imaging modalities;
- Capable of typing from a variety of Radiologists either verbally or via digital dictation;
- Consistently meets and exceeds set typing KPI's, quality and productivity standards.

NURSE

Level 47 Assistant in Nursing

Year 1 and thereafter

Level 48 - 52 Enrolled Nurse – Endorsed Enrolled Nurse

Year 1
Year 2
Year 3
Year 4
Year 5

Level 53 - 60 Registered Nurse

Year 1
Year 2
Year 3
Year 4
Year 5
Year 6
Year 7
Year 8 and thereafter

Level 61 Nurse in Charge

Year 1 and thereafter

Level 62-63 Specialty Radiology Nurse

Specialty Radiology Nurse 1
Specialty Radiology Nurse 2

Definition of 'experience' for the purpose of experience-based classifications

"Experience" in relation to the classification of an Enrolled Nurse or Registered Nurse means experience before and/or after the commencement of this Agreement whether in NSW or elsewhere and in the case of an Enrolled Nurse who was formerly a student nurse includes such experience.

A year of experience is a full time equivalent year of working within an EN or RN classification. For periods of work as a part time or casual nurse, actual hours toward a full year of 1748 hours will be counted (i.e. 38 hours by 46 weeks of work per year).

Recognition of Experience

1. The Employer shall notify each nurse in writing of the requirements of this Clause at the time of the nurse's commencement of employment. If the Employer does not so notify the nurse then the requirements of this clause shall not commence until the Employer does so notify the nurse.

2. From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their Employer detailing any 'experience', as defined in Clause 5, Definitions, not disclosed at the time of commencement. This evidence may be a letter or document from a previous employer indicating the nurse's experience (in terms of their years of experience or classification), or in the absence of other documentary evidence may take the form of a statutory declaration.

3. Until such time as the nurse furnishes any such documentation contemplated in X.2 above the Employer shall pay the nurse at the level for which documentary evidence has been provided.

4. If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the Employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

5. If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the Employer.

6. A nurse who is working as a nurse for more than one organisation shall notify each employer under this Agreement within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.

7. A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the nurse shall be paid at the higher rate only from the date of proof.

Nurse in Charge classification

- Radiology Nurse NIC (RN level only) Nurse in Charge with multiple site and/or staff responsibilities - RN only level

Specialist Radiology Nurse classifications

All Specialist Radiology Nurses are to be appointed at the discretion of management, in consultation with the site manager and/or Nurse in Charge, using the following criteria;

- **Specialist Radiology Nurse 1**
 - Post-registration qualifications relevant to radiology and at least 12 months experience working in radiology practice; or four years post- registration experience, including three years' experience in radiology practice.
 - Satisfies the following criteria:
 - actively contributes to the development of clinical practice in the ward/unit/service;
 - acts as a resource and mentor to others in relation to clinical practice; and
 - actively contributes to their own professional development.
- **Specialist Radiology Nurse 2**
- in addition to the requirements of the Specialist Radiology Nurse 1:
 - Exercises extended autonomy of decision making;
 - Exercises professional knowledge and judgement in advanced radiology modalities and undertakes one of the following roles:
 - leadership in the development of nursing specialty clinical practice and service delivery in the radiology practice; or
 - primary case management of a continuum of specialty care involving both inpatient and community-based services; or
 - an authorised extended role within the scope of Registered Nurse/Midwifery practice.

APPENDIX B -WAGE RATES AND ALLOWANCES

Level	Title	Hourly Rate First Full Pay Period on or After 30/11/23	Hourly Rate First Full Pay Period on or After 30/11/24 (3.5%)	Hourly Rate First Full Pay Period on or After 30/11/25 (3.5%)
1	Imaging Assistant	\$23.33	\$24.15	\$24.99
2	Radiographer— Supervised Practitioner (SPP) (or Equivalent Training Program) or entry level Radiographer.	\$32.43	\$33.57	\$34.74
2A		\$33.12	\$34.28	\$35.48
3	Radiographer— Qualified Radiographer	\$34.65	\$35.86	\$37.12
3A		\$35.75	\$37.00	\$38.30
4	Radiographer - Basic Radiographer	\$36.34	\$37.61	\$38.93
4A		\$37.39	\$38.70	\$40.05
5	Radiographer— Intermediate Radiographer 1	\$38.58	\$39.93	\$41.33
5A		\$39.61	\$41.00	\$42.44
6	Radiographer— Intermediate Radiographer 2	\$40.98	\$42.41	\$43.90
6A		\$42.13	\$43.60	\$45.13
7	Radiographer— Intermediate Radiographer 3	\$42.89	\$44.39	\$45.94
7A		\$44.06	\$45.60	\$47.20
8	Radiographer— Advanced Radiographer 1	\$45.64	\$47.24	\$48.89
8A		\$46.86	\$48.50	\$50.20
9	Radiographer— Advanced Radiographer 2	\$47.34	\$49.00	\$50.71
9A		\$48.31	\$50.00	\$51.75
10	Radiographer— Advanced Radiographer 3	\$49.63	\$51.37	\$53.17
10A		\$50.72	\$52.50	\$54.34
10B		\$51.95	\$53.77	\$55.65
11	Modality Head / Subspecialised role 1	\$50.78	\$52.56	\$54.40
12	Modality Head / Subspecialised role 2	\$52.72	\$54.57	\$56.47
13	Modality Head / Subspecialised role 3	\$55.00	\$56.93	\$58.92
14	2IC Manager	\$55.00	\$56.93	\$58.92
15	Imaging Manager 1	\$52.72	\$54.57	\$56.48

16	Imaging Manager 2	\$57.44	\$59.45	\$61.53
17	Imaging Manager 3	\$65.00	\$67.28	\$69.63
18	MRI Technologist — Basic	\$41.73	\$43.19	\$44.70
19	MRI Technologist — Qualified	\$47.28	\$48.93	\$50.65
20	MRI Technologist — Senior	\$53.98	\$55.87	\$57.82
21	MRI Technologist — Senior - Advanced	\$57.62	\$59.64	\$61.72
22	Sonographer– Trainee Basic	\$29.11	\$30.13	\$31.18
23	Sonographer– Trainee Intermediate	\$31.97	\$33.09	\$34.25
24	Sonographer– Trainee Advanced	\$40.45	\$41.87	\$43.33
25	Sonographer– Qualified Sonographer (including Breast, Vascular, Echo)	\$48.11	\$49.79	\$51.54
26	Sonographer - Intermediate 1	\$49.07	\$50.79	\$52.57
27	Sonographer - Intermediate 2	\$52.03	\$53.85	\$55.74
28	Sonographer– Advanced Sonographer 1	\$54.11	\$56.00	\$57.96
29	Sonographer– Advanced Sonographer 2	\$58.41	\$60.45	\$62.57
30	Sonographer– Advanced Sonographer 3	\$59.26	\$61.33	\$63.48
31	Sonographer– Senior Sonographer 1	\$62.24	\$64.42	\$66.67
32	Sonographer– Senior Sonographer 2	\$64.54	\$66.80	\$69.14
33	Sonographer– Head Sonographer	\$67.00	\$69.35	\$71.77
34	Nuclear Medicine Scientist– SPP (or Equivalent Training Program) or entry level nuc med tech	\$32.80	\$33.95	\$35.14
35	Nuclear Medicine Scientist– Qualified	\$35.00	\$36.23	\$37.49
36	Nuclear Medicine Scientist– Intermediate	\$40.69	\$42.11	\$43.59
37	Nuclear Medicine Scientist– Senior	\$42.00	\$43.47	\$44.99
38	Nuclear Medicine Scientist– Advanced	\$49.31	\$51.04	\$52.82
39	Clerical – Junior	\$23.65	\$24.48	\$25.33
40	Clerical - Intermediate	\$24.50	\$25.36	\$26.25
41	Advanced Clerical 1	\$26.52	\$27.45	\$28.41
42	Advanced Clerical 2	\$28.56	\$29.56	\$30.59
43	Advanced Clerical 3	\$30.60	\$31.67	\$32.78
44	Office Manager 1	\$34.68	\$35.89	\$37.15
45	Office Manager 2	\$39.78	\$41.17	\$42.61
46	Typist	\$26.03	\$26.94	\$27.88
47	AIN	\$27.72	\$28.69	\$29.69
48	PP1 (EN, EEN)	\$31.35	\$32.45	\$33.58

49	PP2 (EN, EEN)	\$32.36	\$33.49	\$34.66
50	PP3 (EN, EEN)	\$33.05	\$34.21	\$35.40
51	PP4 (EN, EEN)	\$33.75	\$34.93	\$36.15
52	PP5 (EN, EEN)	\$34.43	\$35.64	\$36.88
53	RN Y1	\$35.16	\$36.39	\$37.66
54	RN Y2	\$36.73	\$38.02	\$39.35
55	RN Y3	\$38.67	\$40.02	\$41.42
56	RN Y4	\$39.31	\$40.69	\$42.11
57	RN Y5	\$40.59	\$42.01	\$43.48
58	RN Y6	\$42.49	\$43.98	\$45.52
59	RN Y7	\$44.68	\$46.24	\$47.86
60	RN Y8	\$46.51	\$48.14	\$49.82
61	Nurse in Charge - RN level only	\$55.00	\$56.93	\$58.92
62	Specialist radiology Nurse 1	\$48.84	\$50.55	\$52.32
63	Specialist radiology Nurse 2	\$51.28	\$53.07	\$54.93

ALLOWANCES

Type	Measure	First Full Pay Period on or After 30/11/23 5%	First Full Pay Period on or After 30/11/24 3.5%	First Full Pay Period on or After 30/11/25 3.5%
Meal	after 11 hours	\$14.81	\$15.32	\$15.86
	after a further 4 hours	\$13.35	\$13.81	\$14.30
On Call	Monday to Friday	\$26.25	\$27.17	\$28.12
	Saturday and Sunday	\$105.00	\$108.68	\$112.48
	Public Holidays	\$157.50	\$163.01	\$168.72
Laundry	per shift	\$0.34	\$0.35	\$0.36
	per week	\$1.56	\$1.62	\$1.68
Higher Duties	More than 1 week	\$105.00	\$108.68	\$112.48
Disturbance	Re-call cancelled	\$105.00	\$108.68	\$112.48

APPENDIX C – Migrating Staff (non-Nursing)

Terms and Conditions relating to migrating employees at Northern Beaches Hospital – previously under the copied Health Employees Medical Radiation Scientists (State) Award 2021, and Health Employees Conditions of Employment (State) Award 2021.

Definitions:

“Migrating Employees” means employees who have transitioned from NSW Health to Lumus (Employer) at Northern Beach Hospital.

“Copied State Award” means Health Employees Medical Radiation Scientists (State) Award 2021, and Health Employees Conditions of Employment (State) Award 2021.

The purpose of Appendix C is to set out the migrating employees’ entitlements.

Where there is any inconsistency between a term and condition applying to a Migrating Employee under this Appendix and the provisions in the Agreement, the term and condition in this Appendix will prevail to the extent of the inconsistency.

This appendix will apply for the duration of this Agreement. If the terms and conditions in the Agreement become more beneficial than the terms and conditions of this Appendix, the migrating employee can choose to no longer be covered by one or all of the following entitlements:

1. Wage Rates
 - a. Migrating Employees will retain their ordinary hourly rate in accordance with the Copied State Award and will receive the agreed wage increases based on their classification in the Agreement.

2. Classification
 - a. The employer agrees to engage with migrating employees for the re-classification from the Copied State Award to the classification structure contained in this Agreement.
 - b. The new classification must be mutually agreed between the migrating employee and the employer. Translation points will be advised after certification of the Agreement has been achieved.
 - c. Nothing in this subclause will limit the migrating employee's ability to be re-classified at a later date if they apply through the normal regrade process.

3. Hours of Work
 - a. Migrating Employees who work an average of 35 ordinary hours per week will retain this condition in accordance with clause 3(iv) of the Copied State Award.

4. On Call Rates
 - a. Migrating Employees will retain their on-call rates in accordance with clause 10 of the Copied State Award.

5. Penalties
 - a. Migrating Employees will retain their penalty rates for shift work and weekend work in accordance with Clause 11 of the Copied State Award.

6. Long Service Leave
 - a. Migrating Employees accrue long service leave in accordance with clause 17 of the Copied State Award.
 - b. The Employer will recognise the migrating employee's length of service with NSW Health as continuous service.

7. FACS Leave
 - a. Family and Community Services Leave (FACS) leave for Migrating Employees under clause 28 of the Copied State Award will continue to apply.

8. Additional Days Off (ADOs)
 - a. Within 3 months of the commencement of this Agreement, Migrating Employees will be rostered in accordance with clause 3(v) of the Copied State Award.
 - b. Any accrued ADO entitlement that a Migrating Employee has at the commencement of this Agreement will be preserved and may be

taken up until the expiry date of this Agreement. Any ADOs that had been accrued prior to the making of this Agreement and are not taken before the nominal expiry of this Agreement will be paid out at the employee's ordinary rate of pay following the nominal expiry of the Agreement.

9. Maternity, Adoption, and Parental Leave

- a. Migrating employees are entitled to the maternity, adoption, and parental leave in accordance with clause 40 of the Copied State Award.

10. Leave

- a. When Migrating Employees are covered by this Agreement, all leave balances will be maintained. This includes leave balances for FACS, sick leave (personal/carer's leave), annual leave and long service leave.

APPENDIX D - Migrating Staff - Nursing

Terms and Conditions relating to migrating employees at Northern Beaches Hospital previously under the copied Public Health System Nurses and Midwives (State) Award

The following provisions will apply to Migrating Employees, defined as employees who were previously covered by the Public Health System Nurses and Midwives (State) Award and currently on a corresponding Copied State Award in accordance with Part 6-3A of the Fair Work Act.

Where there is any inconsistency between a term and condition applying to a Migrating Employee under this Schedule and the provisions in the Agreement, the term and condition in this Schedule applies to the extent of the inconsistency.

1. Rates of pay
 - a. Where a Migrating Employee would have a higher rate of pay under the Copied State Award compared to their rate of pay as would apply under this Agreement, that rate of pay will continue to apply.
2. Leave accruals
 - a. When Migrating Employees are covered by this Agreement, all leave balances will be maintained. This includes leave balances for of FACS, sick leave (personal/ carer's leave), annual leave and long service leave.
3. Long Service Leave
 - a. Migrating Employees accrue long service leave in accordance with clause 33 of the Copied State Award.
4. FACS leave
 - a. Family and Community Services Leave (FACS) leave for Migrating Employees under clause 32 of the Copied State Award will continue to apply.
5. Career Break Scheme
 - a. Clause 56 of the Copied State Award will continue to apply.
6. Paid Parental Leave
 - a. Paid parental leave will be 14 weeks paid at the employee's base rate of pay.
7. Additional Days Off (ADOs)
 - a. Within 3 months of the commencement of this Agreement, Migrating Employees will be rostered in accordance with clause 4(iii) of the Copied State Award.

- b. Any accrued ADO entitlement that a Migrating Employee has at the commencement of this Agreement will be preserved and may be taken up until the expiry date of this Agreement. Any ADOs that had been accrued prior to the making of this Agreement and are not taken before the nominal expiry of this Agreement will be paid out at the employee's ordinary rate of pay following the nominal expiry of the Agreement.

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2023/1122

Employer:

Healthcare Imaging Services Pty Ltd
(Employer)

Application:

Section 185 – Application for approval of a
single enterprise agreement, namely the
Lumus Imaging NSW and ACT Enterprise
Agreement 2023 (**Agreement**)

Authorised representative:

John Bund
National Employee Relations Manager

Undertaking- Section 190

For and on behalf of the Employer I, John Bund:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. the rates of pay for Nuclear Medicine Scientist – Senior will be no less than those contemplated by the Health Professionals and Support Services Award 2020 for the equivalent position at Level 3 pay point 5.
 - b. the rates of pay for Nuclear Medicine Scientist – Advanced will be no less than those contemplated by the Health Professionals and Support Services Award 2020 for the equivalent position at Level 4 pay point 2.
 - c. the rates of pay for a Clerical Intermediate will be no less than those contemplated by the Health Professionals and Support Services Award 2020 for the equivalent position at Level 4.
 - d. the Employer does not currently and will not employ any apprentices for the life of the Agreement.
 - e. shift penalties for Nurses will be cumulative on top of the casual rate.

- f. with respect to the clause [49.5] in the Agreement – [Overtime – all classification] – the clause will be taken to read as follows,

By mutual agreement, an employee may take time off instead of payment for overtime at a time mutually agreed. For all staff, with the exception of nurses, overtime taken as time off during ordinary hours will be at the ordinary rate, that is, an hour for each hour worked. Nurses will take time off in lieu at the rate at which it would have been paid if paid as overtime.

- g. with respect to the clause [49.12] in the Agreement – [Rest breaks after Overtime – all classifications excluding nurses] – the clause will be taken to read as follows,

An employee will be entitled to 10 consecutive hours off duty between the end of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift.

- h. with respect to Nursing classifications – [Rest period after overtime] the Employer will apply clause 19.4 of the Nurses Award 2020.

- i. with respect to the clause [58] in the Agreement – [Higher Duties Allowance] – the clause will be taken to read as follows,

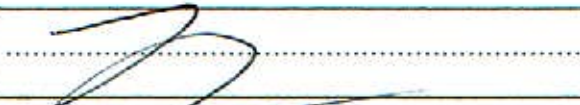
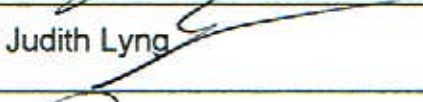
(a) A higher duty allowance will be paid to employees appointed by the Company to relieve a head of department when that head of department is absent for more than one continuous week. See Appendix B for rates.

(b) Nursing staff required to relieve another employee in a higher classification than the one in which they are ordinarily employed for 3 days or more will be paid at the minimum of the higher classification rate.

(c) Support Services staff required to relieve another employee in a higher classification than the one in which they are ordinarily employed for will be paid the minimum of the higher classification rate;

(i) for periods of 2 hours or less, for the hours so worked

(ii) for periods in excess of 2 hours, for the entire shift.

Date signed:	5 May, 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	John Bund
Signature:	
Witness name:	Judith Lyng 
Witness signature:	