

Without prejudice –Draft – 7 February 2024

**ST VINCENT'S PRIVATE HOSPITAL
DARLINGHURST MEDICAL IMAGING
ENTERPRISE AGREEMENT
2023**

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Part 1 – Agreement

1. Agreement Title

This agreement shall be known as the *St Vincent's Private Hospital Darlinghurst Medical Imaging Enterprise Agreement 2023 (Agreement)*.

2. Coverage

This Agreement will cover:

- (a) The Congregation of Religious Sisters of Charity of Australia trading as St Vincent's Private Hospital Sydney (ABN 99 269 630 262) (**Employer**);
- (b) employees employed by the Employer on or after the date of operation of the Agreement and performing work at St Vincent's Clinic Medical Imaging & Nuclear Medicine which is within the classifications defined in Schedule 1 of this Agreement (**Employees**); and
- (c) subject to the requirements of the *Fair Work Act 2009* (Cth) (**Act**), the Health Services Union (**HSU**) New South Wales Branch.

3. Operative Date for Agreement

This Agreement will commence operation from the seventh day after the Agreement is approved by the Fair Work Commission and will remain in force until 31 December 2026 and thereafter in accordance with the Act.

4. Relationship to the NES

Entitlements in accordance with the National Employment Standards ("**NES**") are provided for under the Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES are more favourable to an Employee in a particular respect than the provisions in this Agreement, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

5. Definitions

Unless the context otherwise indicates or requires, the terms or expressions defined below shall have their respective meanings assigned to them:

- 5.1 **“Act”** means *Fair Work Act 2009* (Cth), as amended from time to time.
- 5.2 **“Continuous service”** is defined in accordance with section 22 of the Act. Provided this definition does not apply in respect to long service leave (clause 31).
- 5.3 **“Casual Employee”** has the same meaning as in accordance with section 15A of the Act.
- 5.4 **“Clinic”** means St Vincent’s Medical Imaging & Nuclear Medicine, located at Level 5, 438 Victoria Street, Darlinghurst NSW 2010, Medical Imaging suites located in St Vincent’s Private Hospital Sydney, and St Luke’s Care Private Hospital.
- 5.5 **“Day Worker”** means an Employee who works their ordinary hours within the span of hours prescribed in clause 20.3.
- 5.6 **“Employer”** means The Congregation of Religious Sisters of Charity of Australia trading as St Vincent’s Private Hospital Sydney (ABN 99 269 630 262).
- 5.7 **“NES”** means the National Employment Standards as defined by the Act.
- 5.8 **“Shift Worker”** is an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a Day Worker.
- 5.9 **“Support Services Employee”** means an Employee employed in a Support Staff or Administration Staff classification in Schedule 1 of the Agreement.
- 5.10 **“Health Professional”** means an Employee employed in a Sonographer or Medical Imaging Technologist (**MIT**) classification in Schedule 1 of the Agreement.
- 5.11 **“Medical Imaging Technologist”** means an Employee employed in a Radiographer or Nuclear Medicine Technologist (**NMT**) classification in Schedule 1 of the Agreement.
- 5.12 **“Union”** means the Health Services Union, New South Wales Branch.
- 5.13 **“FWC”** means the Fair Work Commission.
- 5.14 **“Immediate family”** of an Employee means:
- (i) a spouse, de facto 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.
 - (iii) spouse includes a former spouse.

- (iv) de facto partner of an Employee:
 - (A) 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
 - (B) includes a former de facto partner of the Employee.

5.15 “**Ordinary rate**” means the hourly rate of pay set out in Table 1 of Appendix A as applicable to an Employee for their classification, as adjusted in accordance with clause 13, but does not include overtime, penalty rates, allowances, shift work penalties, loadings, casual loadings, incentive-based payments, bonuses and any other separately identifiable amounts.

6. **Resolution of Disputes**

- 6.1 If a dispute relates to a matter arising under this Agreement or the NES, this clause sets out the procedures to settle the dispute.
- 6.2 An Employee, or groups of Employees, may appoint a representative for the purposes of resolving workplace disputes under this clause. This representative may be the Union.
- 6.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee(s) and / or their chosen representative, which may be the Union, and relevant management.
- 6.4 If the matter is not resolved within a reasonable time frame, either party to the dispute may refer the dispute to the Manager. Discussions at this level must take place and be concluded within a reasonable time frame of referral or such extended period as may be agreed.
- 6.5 If a dispute is unable to be resolved at the workplace, and all appropriate steps under subclauses 6.3 to 6.4 have been taken, either party to the dispute may refer the matter to the Fair Work Commission for resolution. The Fair Work Commission is expressly permitted by this Agreement to perform any function it considers appropriate to ensure the settlement of the dispute, including mediation, conciliation or arbitration. The Employer or Employees may appoint another person, organisation or association to accompany and/or represent them for the purposes of this Clause.
- 6.6 During these procedures normal work must continue.
- 6.7 For disputes that arise on or after the date of operation of the Agreement and to which the procedure in this clause applies, the status quo before the emergence of the dispute must continue whilst these

procedures are being followed. For this 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.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

For any unsettled dispute that arose prior to the date of operation of the Agreement, while the procedures are being followed under clauses 6.3 to 6.5 above in relation to the dispute, work must continue in accordance with this Agreement and the Act, and an Employee must not unreasonably fail to comply with any direction given by the Employer about performing work that is safe and appropriate for the Employee to perform.

- 6.8 Throughout all stages of these procedures, adequate records must be kept of all discussions.

7. Agreement Flexibility

- 7.1 The Employer and an Employee covered by this 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) 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 arrangement is genuinely agreed to by the Employer and Employee.

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

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and

- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

7.3 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 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 their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

7.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and Employee agree in writing — at any time.

8. Consultation

8.1 This term applies if the Employer:

- (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.

8.2 Major change

For a major change referred to in clause 8.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) subclauses 8.3 to 8.9 apply.
- 8.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 8.4 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 Employer of the identity of the representative;
- the Employer must recognise the representative.
- 8.5 As soon as practicable after making its decision, the Employer 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 Employer 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) any other matters likely to affect the Employees.
- 8.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 8.8 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 Employer, the requirements set out in clause 8.2(a) and subclauses 8.3 and 8.5 are taken not to apply.
- 8.9 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 Employer'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

8.10 For a change referred to in clause 8.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) subclauses 8.11 to 8.15 apply.

8.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

8.12 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 Employer of the identity of the representative;

the Employer must recognise the representative.

8.13 As soon as practicable after proposing to introduce the change, the Employer 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 Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes 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).

8.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

8.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

8.16 In this term:

"relevant Employees" means the Employees who may be affected by a change referred to in subclause 8.1.

Part 2 – Employment Relationship and Terms

9. Types of Employment

9.1 Employment categories

- (a) Employees covered by this Agreement will be employed in one of the following categories:
 - (i) full-time;
 - (ii) part-time; or
 - (iii) casual.
- (b) At the time of engagement an Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis. An Employer may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

9.2 Full-time employment

- (a) A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 20.1 of this Agreement.
- (b) Full-time Employees will receive a minimum payment of four hours for each start in respect of ordinary hours of work.

9.3 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than the full-time hours and who has reasonably predictable hours of work.
- (b) Before commencing part time employment, the Employer and Employee will agree in writing on:
 - (i) the span of hours that the Employee may be rostered within a fortnight. This span of hours shall include which shifts the Employee may be rostered to work; and
 - (ii) the days of the week the Employee may be rostered to work within a fortnight; and
 - (iii) the agreed minimum number of contracted hours to be worked in a fortnight.
- (c) The terms of this Agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.
- (d) Part-time Employees will receive a **min**imum payment of three hours for each start in respect of ordinary hours of work.

9.4 Casual employment

Unless otherwise specified in other clauses of this Agreement, the following terms define the terms and conditions for casual Employees covered by this Agreement.

(a) Definition

A casual Employee is an Employee engaged as such.

(b) Casual Rate of Pay

A casual Employee will be paid per ordinary hour worked Monday to Friday (inclusive) calculated at the ordinary rate appropriate to the Employee's classification as defined in this Agreement plus a 25% casual loading. The casual loading is paid in compensation for not having entitlements under the NES and this Agreement to paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for public holidays not worked, payment in lieu of notice of termination and redundancy pay. A casual Employee is also not entitled to paid leave entitlements set out in this Agreement unless expressly provided otherwise.

(c) Period of Engagement

The minimum period of engagement of a casual Employee is three hours.

(d) Public Holidays Worked

Casual Employees shall be paid at the rate of double time and three-quarters of the ordinary rate (275%) for all ordinary hours worked on a public holiday, with such rate incorporating the casual loading.

(e) Weekend Work

Casual Employees shall be paid the following penalty rates for ordinary weekend work, calculated on the ordinary rate and in lieu of the casual loading:

- (i) time and three-quarters (175%) for ordinary hours worked between midnight Friday and midnight Saturday;
- (ii) time and three-quarters (175%) for work between midnight Saturday and midnight Sunday.

(f) Overtime

Casual Employees shall be entitled to overtime penalty rates consistent with clause 25.1(c) of this Agreement.

(g) Casual Conversion

(i) A casual Employee may have a pathway to permanent employment in accordance with the NES. In accordance with the NES, unless there are reasonable grounds not to do so, 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 at least 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 to work as a full-time or a part-time Employee (as the case may be).

(ii) A casual Employee who, for a period of at least 6 months ending the day the request is given, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, they could continue to work as a full-time or a part-time Employee (as the case may be), has the right to request in writing that the Employer convert their employment to permanent, subject to the requirements of section 66F(1)(c) of the Act also being met.

(iii) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 6, Resolution of Disputes, in this Agreement.

(iv) The further details of casual conversion will be in accordance with the NES.

10. Termination of Employment

10.1 Notice by the Employer

(a) Subject to clause 10.5, the Employer may terminate the employment of a full time or part time Employee by providing notice in accordance with the table below.

Employee's period of continuous service with the Employer	Notice Period
Not more than 1 year	1 weeks
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

- (b) The notification period is increased by 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with the Employer at the end of the day the notice is given.

10.2 Time off work during notice period

Where an Employer has given notice of termination to an Employee, an Employee will be granted up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

10.3 Notice by the Employee

- (a) The notice of termination required to be given by a full-time or part-time Employee is in accordance with the following notice period:

Employee's period of continuous service with the Employer	Notice Period
Not more than 1 year	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

- (b) If a full time or part-time Employee who is at least 18 years of age fails to give notice in accordance with clause 10.3(a) or fails to work their required notice period, the Employer may deduct from wages due to the Employee under the Agreement an amount that is no more than one week's wages for the Employee. Any deduction made under this subclause must not be unreasonable in the circumstances.

10.4 Payment in Lieu

The Employer may elect to pay the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee at the full rate of pay (as defined in the Act) for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.

10.5 Exceptions

The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to Employees engaged for a specific period of time or for a specific task or tasks;

- (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (d) to casual Employees.

11. Redundancy

11.1 Notice of Termination – Redundancy

The notice period for termination as a result of redundancy is as per Clause 10.1.

11.2 Job search entitlement

- (a) During the period of notice of termination given by the Employer in the case of redundancy, each affected Employee shall be allowed up to one day's time off without loss of ordinary pay for each week of notice for the purposes of seeking other employment.
- (b) If an Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose, a statutory declaration is sufficient.

11.3 Employee leaving during the notice period

An Employee given notice of termination by reason of redundancy may terminate their employment before the notice period expires and shall be entitled to the same benefits and payments to which the Employee would have been entitled under this clause 11 had the Employee remained with the Employer until the expiry of such notice, but will not be entitled to payment in lieu of the remaining period of notice not worked.

11.4 Transfer to Lower Paid Duties

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

11.5 Severance Pay

- (a) Unless the Fair Work Commission subsequently orders otherwise, where the employment of an Employee is to be terminated for

reasons of redundancy, the Employer shall pay, in addition to other payments due to that Employee, the following severance pay in respect of the following continuous periods of service:

Period of continuous service on termination	Redundancy pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay*
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- (b) "Week's pay" means an Employee's weekly rate of pay calculated according to the Employee's ordinary hours of work at their ordinary rate (**weeks' pay** has a corresponding meaning).

11.6 Incapacity to pay

Subject to an application by the Employer and further order of the Fair Work Commission, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in clause 11.5 above if the Employer cannot pay the amount.

11.7 Alternative employment

Where the Employer obtains other acceptable employment for the Employee, the severance pay payable under clause 11.5 may be reduced (including to nil) subject to an order by FWC.

11.8 Transfer of employment

The provisions of section 122 of the Act will apply in relation to transfer of employment situations. 'Transfer of employment' has the meaning prescribed in the Act.

11.9 Exceptions

This clause 11 does not apply to

- (a) casual Employees;
- (b) Employees terminated because of serious misconduct;

- (c) 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; or
- (d) Employees engaged for a specific period of time or for a specified task or tasks.

Part 3 – Classifications, Rates of Pay and Related Matters

12. Classifications

- 12.1 The classifications that apply to Employees covered by the Agreement are contained in Schedule 1.
- 12.2 It is acknowledged that the classification structure (as contained Schedule 1) is a new classification structure that applies from the date of operation of the Agreement.
- 12.3 The date of operation of the Agreement will be the commencement date in the applicable classification/level (including the relevant pay point where applicable) for Employees covered by the Agreement and who were employed by the Employer immediately prior to the date of operation of the Agreement.

12.4 Progression

- (a) An Employee will be eligible for progression from one pay point to the next pay point within a classification level for which there is more than one pay point, if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months and completed at least 1186 ordinary hours of work (excluding periods of paid or unpaid leave, except paid personal/carer's leave) at their current pay point.
- (b) Movement to a higher classification may only occur by way of promotion or re-classification as determined by the Employer.

13. Rates of Pay

- 13.1 The ordinary rates for Employees covered by this Agreement and who commence employment with the Employer on or after the date of operation of the Agreement, are set out in Table 1 of Appendix A of this Agreement, corresponding to their applicable classification/level. In accordance with Table 1 of Appendix A, the ordinary rates corresponding to each classification/level (and pay point where applicable) under the Agreement will increase as follows:
- (a) 3% from the first full pay period commencing on or after the date that is 12 months after the date of approval of the Agreement; and
- (b) 3% from the first full pay period commencing on or after the date that is 12 months after the date of effect of the increase in clause 13.1(a).
- 13.2 In accordance with the Employer's implementation of a new classification structure (as set out in Schedule 1) that will apply from the date of operation of the Agreement, Employees covered by the

Agreement who were employed by the Employer immediately prior to the date of operation of this Agreement will receive, effective from the first full pay period on or after the date of operation of the Agreement, the higher of either (a) or (b) below:

- (a) an increase of 3% to their base hourly rate that applied immediately prior to the date of the Majority Yes Vote; or
- (b) the ordinary rate as set out in Appendix A, Table 1 of this Agreement corresponding to their applicable classification/level under the classification structure.

Provided further that the rate payable under either (a) or (b) above will be backdated to the first full pay period commencing on or after the date of the Majority Yes Vote.

The Majority Yes Vote is the day on which the Agreement was "made" in accordance with section 182(1) of the Act, being the day on which the vote for the Agreement closed and in which the majority of employees referred to in section 182(1) of the Act and who had cast a valid vote, voted to approve the Agreement.

13.3 The ordinary rates for Employees covered by the Agreement who were employed by the Employer immediately prior to the date of operation of this Agreement, will increase as follows:

- (a) for those Employees in a level/classification with no pay points:
 - (i) 3% from the first full pay period commencing on or after the date that is 12 months after the date of approval of the Agreement; and
 - (ii) 3% from the first full pay period commencing on or after the date that is 12 months after the date of effect of the increase in clause 13.3(a)(i).
- (b) for those Employees reclassified into a higher level:
 - (i) from the first full pay period commencing on or after the date that is 12 months after the date of approval of the Agreement: the new level Year 1 or Year 2 ordinary rate if applicable (as set out in Table 1 of Appendix A), or 3% on the Employee's base hourly rate immediately prior to that date, whichever is the higher;
 - (ii) from the first full pay period commencing on or after the date that is 24 months after the date of approval of the Agreement: the new level Year 1 or Year 2 ordinary rate if applicable (as set out in Table 1 of Appendix A), or 3% on the Employee's base hourly rate immediately prior to that date, whichever is the higher.
- (c) for those Employees in a classification/level with pay points:

- (i) from the first full pay period commencing on or after the date that is 12 months after the date of approval of the Agreement: the applicable year pay point ordinary rate as set out in Table 1 of Appendix A), or 3% on the Employee's base hourly rate immediately prior to that date, whichever is the higher;
- (ii) from the first full pay period commencing on or after the date that is 24 months after the date of approval of the Agreement: the applicable year pay point ordinary rate as set out in Table 1 of Appendix A), or 3% on the Employee's base hourly rate immediately prior to that date, whichever is the higher.

13.4 Any further wage increase shall be at the discretion of the Employer, unless the ordinary rate falls below the relevant Modern Award rate. In such circumstances the ordinary rate shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate

14. **Mandatory Registration and Licensing**

- (a) Subject to the remaining provisions of this clause, the Employer will pay for the annual registration of full-time and part-time Employees with the Australian Sonographer Accreditation Registry or Medical Radiation Practice Board (as applicable) and as is required for the full-time or part-time Employee to work as a Sonographer or Medical Imaging Technologist. In addition, the Employer will pay the annual NSW EPA Radiation Users Licence Fee for Medical Imaging Technologists.
- (b) Payments will be paid by reimbursement to the Employee upon production of a tax invoice and receipt or otherwise by direct payment to the relevant organisation upon provision of a tax invoice presented by the Employee.
- (c) Where a part-time Employee is also employed by another employer in a position that requires the Employee to be registered or licensed to work for that other employer as a Sonographer or Medical Imaging Technologist, the payment made by the Employer for the registration or licence fee in accordance with subclause (a) where such payment falls due, will be a pro-rata payment on the basis of the proportion that the Employee's contracted number of hours worked per week for the Employer bears to 38 hours.

15. **Continuing Professional Development**

15.1 Full-time and part-time Health Professional Employees with mandatory CPD requirements for the purpose of maintaining their professional registration or accreditation, will be entitled to receive payment of a Continuing Professional Development allowance of \$750 per anniversary

year of the Agreement, subject to clause 15.2. The allowance will not be cumulative except as provided for in clause 15.3.

15.2 Payment of the Continuing Professional Development allowance is subject to the following:

- (a) the course or other professional development activity relates directly to the work performed by the Employee in their role or position with the Employer;
- (b) an application has been made at least six weeks in advance of the Employee undertaking the course or other professional development activity; and
- (c) the Employee has provided the Employer with invoices or receipts for the costs.

15.3 Subject to clause 15.4, at the written request of the Employee and subject to the Employer's approval, the allowance in clause 15.1 may be cumulative over two or three years. For example, where the payment is approved for cumulation over two years, a full-time Health Professional Employee is able to access a continuing professional development allowance of \$1500 over a two year period. Any unused professional development allowance amount remaining at the conclusion of the second year will not be carried forward into the third year.

15.4 The Employee's written request under clause 15.3 must include details of the Employee's reason/s for the request, and must be made to the Employer at least six weeks before the end of the applicable anniversary year of the Agreement.

16. Salary Packaging and Salary Sacrifice

16.1 This clause operates on the basis and understanding that the Employer, the Congregation of Religious Sisters of Charity of Australia trading as St Vincent's Private Hospital Sydney, is a registered not-for-profit provider.

16.2 Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice/ packaging agreement between the Employer and the Employee. The Employer will pay the salary sacrifice/ packaging amount in accordance with the salary sacrifice/ packaging agreement.

16.3 An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice/ packaging contribution for their benefit.

- 16.4 The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice/ packaging arrangement was not in place. The Employees will be offered the opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- 16.5 The Employer will nominate a provider of salary sacrificing/ packaging services to manage these arrangements. The cost of the administration of the salary sacrifice/packaging arrangement is to be borne by the Employee and deducted from the Employee's account each fortnight.
- 16.6 The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice/ packaging to the Employees under this Agreement.
- 16.7 All existing entitlements such as superannuation, leave loading, penalties and overtime will be based on the pre-packaged salary.
- 16.8 The parties recognise the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary sacrifice/ packaging arrangements.
- 16.9 The Employees covered under this Agreement will have access to salary sacrifice/ packaging arrangements subject to the following provisions:
- (a) Accessing a salary sacrifice/ packaging arrangement is a voluntary decision to be made by the individual Employee.
 - (b) The Employee wishing to enter into a salary sacrifice/ packaging arrangement will be required to sign a document which indicates that:
 - (i) the Employee has sought expert advice in relation to entering into such an arrangement;
 - (ii) the Employee understands that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice/ packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to the Employer does not increase;
 - (iii) if the Employee elects to continue with sacrificing/ packaging, the cost of the payment of the FBT will be passed back to the Employee, or benefit items can be

converted back to the agreed salary as per this Agreement;
and

- (iv) that upon resignation or termination of employment the Employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.

16.10 In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary sacrifice/ packaging contribution arrangement will be terminated or amended to comply with such laws.

16.11 Unless otherwise agreed by the Employer, an Employee may terminate their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice/ packaging benefit are met.

17. Superannuation

17.1 The Employer shall pay the superannuation guarantee contribution as per applicable legislation.

17.2 Upon commencement of employment, the Employer will provide each Employee with a membership form for their preferred fund and will forward the completed membership forms to a complying fund of the Employee's choice within 28 days. In the event that the Employee does not complete an application form within 28 days, and the Employee does not have a 'stapled' superannuation fund, the Employer will forward contributions and the Employee's details to the default fund, Health Employees' Superannuation Trust Australia ("HESTA"). The default fund offers a MySuper product.

17.3 Salary Sacrifice to Superannuation

In addition to the Employer's statutory contributions to the Employee's superannuation fund, an Employee may make an additional contribution from their salary, and on receiving written authorisation from the Employee, the Employer must commence making contributions to the fund in accordance with applicable legislation.

18. Higher Duties

18.1 A Support Services Employee engaged for 2 hours or less in any duties carrying a higher rate than the classification in which they are ordinarily employed will be paid at the higher rate for the time worked at the higher level.

18.2 A Support Services Employee engaged for more than 2 hours in any duties carrying a higher rate than the classification in which they are

ordinarily employed will be paid at the higher rate for the full day or shift worked at the higher level.

- 18.3 An employee classified as a Health Professional who is authorised to assume the duties of another Health Professional Employee on a higher classification under this Agreement for a period of 5 or more consecutive working days will be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the Employee so relieved.

19. Allowances

The following allowances are applicable to this Agreement.

19.1 Travelling, transport and fares

- (a) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.96 per kilometre.
- (b) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (c) The Employee will not be entitled to reimbursement for expenses referred to in clause 19.1(a), which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer, for these purposes.

19.2 Uniforms, Safety and Protective Equipment

- (a) Each Employee shall be issued with one uniform for the number of days of the week that the Employee normally works. A "uniform" for the purpose of this clause may be a shirt, blouse or scrubs that has the Clinic logo embroidered on to it, or such other article of clothing as required by the Employer to be worn by Employees which has the Clinic logo embroidered on to it.
- (b) Each year one worn uniform item may be exchanged for a new uniform item; such exchange occurring on the Employee's anniversary of employment. A damaged uniform item may be exchanged at any time.
- (c) An Employee who has been issued with uniforms as per clauses 19.2(a) and 19.2(b) who without good reason, fails to return such uniform last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.

- (d) Employees shall maintain their uniforms in a reasonable and presentable condition. Uniforms are to remain the property of the Employer.
- (e) Employee shall comply with the Employer's dress standard and policy, including wearing Clinic ID badges. Such policy is not incorporated into and does not form part of the Agreement.
- (f) Each Employee who is required to work in a potentially hazardous situation with, or near machinery, shall be supplied with appropriate protective clothing and equipment, which they are required to use in accordance with the Employer's policies and procedures. Such policies are not incorporated into and do not form part of this Agreement.

19.3 Laundry allowance

Where an Employee's uniforms are not laundered by or at the expense of the employer the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty, or \$1.49 per week, whichever is the lesser amount.

19.4 Overtime meal allowance

- (a) When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour, an employee will be:
 - (i) supplied with an adequate meal where an employer has adequate cooking and dining facilities; or
 - (ii) paid a meal allowance of \$15.20.
- (b) In addition to the allowance provided for in clause 19.4(a), where overtime work exceeds 4 hours, a further meal allowance of \$13.70 will be paid.
- (c) Clauses 19.4(a) and 19.4(b) will not apply when an employee could reasonably return home for a meal within the meal break.

19.5 Radiation Safety Trainer allowance

- (a) An Employee assigned by the Employer to the role of Radiation Safety Trainer will:
 - (i) have ultimate responsibility for radiation safety training to hospital employees and liaising with hospital personnel on matters regarding radiation safety and compliance;

- (ii) be required to complete tasks as required by the Employer in connection with such responsibilities in subclause (i); and
 - (iii) be paid an allowance of \$0.30 per ordinary hour worked by the Employee in recognition of such role and responsibilities.
- (b) For the avoidance of doubt, the allowance in clause 19.5(a) is not payable during periods of leave.

19.6 **Lead PACS Administrator allowance**

- (a) An Employee assigned by the Employer to the role of Lead PACS Administrator will be required to perform duties, as directed by the Employer, in connection with such role, and be paid an allowance of \$0.30 per ordinary hour worked by the Employee in recognition of such role and responsibilities.
- (b) For the avoidance of doubt, the allowance is not payable during periods of leave.

19.7 **Leave Management allowance**

- (a) A daily allowance as set out below will be paid to an Employee who is assigned / rostered by the Employer to the duty and responsibility of managing the roster on a daily basis in dealing with absences from duty of Employees on account of unplanned leave (e.g., personal / carer's leave, compassionate leave, family and domestic violence leave):
- (i) Monday to Friday: \$23.42
 - (ii) Saturday: \$41.58
 - (iii) Sunday: \$46.72
 - (iv) Public Holiday: \$62.39
- (b) The allowance is paid only for the day/s in respect to which the Employee is assigned / rostered by the Employer to the Leave Management responsibility.

19.8 **On call allowance**

- (a) An Employee who is required and rostered by the Employer to be on-call (i.e., available to be called in to the Clinic for duty) for a modality shall be paid an allowance as set out in Table 2 of Appendix A per modality, for each period of 24 hours or part thereof.
- (b) An Employee who is required and rostered by the Employer to be on-call for multiple modalities will be paid the on call allowance applicable to each such modality as set out in Table 2 of Appendix A.

- (c) The Employee required by the Employer to be on-call will ensure that they are easily contactable during the hours for which they have been placed on-call and respond to calls for a recall to duty in accordance with the Employer's policy as varied from time to time and which is not incorporated into this Agreement.

19.9 Recall allowance

- (a) An Employee who is on-call and is required to return to the Clinic to perform services in connection with the modality or multiple modalities for which they are on-call, shall be paid the recall allowance as set out in Table 2 of Appendix A.
- (b) The recall allowance is intended to compensate the Employee for the use of their personal telephone and for work undertaken of up to two hours' duration, commencing from the time of the Employee's arrival at the Clinic. If the work undertaken by the Employee exceeds two hours, overtime rates will be paid for the excess time worked.
- (c) An Employee who is recalled is required to contact the ADON on duty before leaving the Clinic to ensure no further services are required.

19.10 Damaged clothing allowance

- (a) Where an Employee, in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the Employer will be liable for the replacement, repair or the cleaning of the clothing or personal effects provided immediate notification is given of the damage or soiling.
- (b) Clause 19.10(a) will not apply where the damage or soiling is caused by the negligence of the Employee.

Part 4 – Hours and related matters

20. Ordinary Hours

- 20.1 The ordinary hours of work for Employees, exclusive of meal times, shall not exceed 76 hours per fortnightly roster cycle.
- 20.2 Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.
- 20.3 The ordinary hours of work for a Day Worker will be worked between 6.30am and 9.00pm Monday to Friday and between 8.00am and 4.00pm on Saturday.

21. Rostering

- 21.1 The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to Employees or communicated to Employees by electronic means.
- 21.2 Where practicable, such roster shall be displayed / communicated 2 weeks, but in any case at least one week, prior to the commencement of the first working period in the roster.
- 21.3 This clause shall not make it obligatory for the Employer to display any roster for casual or relieving staff.
- 21.4 Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time by mutual agreement, or to enable the functions or services of the department to be carried on where another employee is absent from duty on account of personal/carer's leave, or compassionate leave, or ceremonial leave, or family and domestic violence leave, or in an emergency.

22. Breaks

22.1 Meal breaks

- (a) An Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) The time of taking the meal break may be varied by agreement between the Employer and Employee.
- (c) An Employee who works not more than 6 hours may elect to forgo the meal break, with the consent of the Employer.

22.2 Tea breaks

- (a) Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed to each Employee on duty during each shift of 7 ordinary hours or more. For shifts of less than 7 ordinary hours, Employees shall be allowed one 10-minute break (in addition to any applicable meal break under clause 22.1), provided a minimum of 4 hours' work is completed.
- (b) Subject to agreement between the Employer and Employee, the two 10-minute breaks may alternatively be taken as one 20-minute break.
- (c) Tea breaks are to be taken at a time to be agreed between the Employer and Employee.
- (d) Tea breaks will be counted as time worked.

22.3 Breaks between ordinary rostered shifts

- (a) There shall be a minimum break of 10 hours between ordinary rostered shifts on successive days. Should it not be possible to roster a minimum break of 10 hours between ordinary rostered shifts on successive days, the Employee shall receive overtime rates for the entirety of the ordinary shift that is worked after a break of less than 10 hours.

23. Shift Work

- (a) Where the ordinary hours of work on a shift of a Shift Worker finish after 6.00pm and at or before 8.00am, or commence at or after 6.00pm and before 6.00am, the Employee will be paid for all ordinary hours on such shift at the following rate, calculated on the ordinary rate and in lieu of the casual loading for a casual Shift Worker:
 - (i) Full-time / part-time shift worker: 115%
 - (ii) Casual shift worker: 140%
- (b) The shiftwork penalty rates prescribed in clause 23(a) do not apply to work performed on Saturdays, Sundays and public holidays.

24. Weekend Work

- (a) For ordinary hours worked between midnight Friday and midnight Sunday, a full-time or part-time Employee will be paid time and one half (150%) of the ordinary rate.

25. Overtime

- 25.1 Overtime is all time worked by an Employee with the Employer's prior approval, in the following circumstances:

- (a) For full-time Employees – in excess of:
 - (i) their ordinary hours; or
 - (ii) 10 ordinary hours per shift; or
 - (iii) 76 hours in a fortnightly pay period;
- (b) For part-time Employees – in excess of:
 - (i) their rostered ordinary hours (which may be up to a maximum of 10 hours in a shift), subject to clause 25.2 below;
 - (ii) 10 ordinary hours per shift; or
 - (iii) 76 hours in a fortnightly pay period;
- (c) For casual Employees – in excess of:
 - (i) 10 ordinary hours per shift; or
 - (ii) 76 hours in a fortnightly pay period.

25.2 A part-time Employee may agree to work additional hours in excess of their rostered ordinary hours, including additional shift/s, which are to be treated and paid as ordinary hours, provided that:

- (a) all time worked which exceeds 10 ordinary hours in a shift or 76 ordinary hours in a fortnight, will be overtime and paid at the applicable overtime penalty rate; and
- (b) where a part-time Employee is directed by the Employer to work in excess of their rostered ordinary hours on any day, the Employee will be paid at the applicable overtime penalty rate for such excess hours worked.

25.3 Approved overtime worked by Employees will be paid at the following rates, calculated on the ordinary rate and incorporating the casual loading in the case of casual Employees:

Day	Full-time / Part-time Employee	Casual Employee
Monday to Saturday	150% for the first 2 hours and 200% thereafter	187.5% for the first 2 hours and 250% thereafter

Sunday	200%	250%
Public Holiday	250%	312.5%

25.4 Overtime rates are in substitution for and not cumulative upon the shift, weekend and public holiday penalties prescribed in this Agreement.

25.5 Rest period after working overtime (including recall to duty)

- (a) An Employee working overtime (including recall to duty) is entitled to 10 consecutive hours off duty between the termination of ordinary work on one day and the commencement of ordinary work on the next day.
- (b) If, on the instructions of the Employer, an Employee referred to in subclause (a) does not receive 10 consecutive hours off duty between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, such Employee will be paid at the rate of double time (200%) the ordinary rate (250% of the ordinary rate for casual Employees) until they are released from duty to take a break of at least 10 consecutive hours. Such time off duty will occur without loss of pay for ordinary working time occurring during such an absence.
- (c) Where the Employer instructs such an Employee to continue or resume work without having had such 10 consecutive hours off duty, the Employee shall be paid Such time off duty will occur without loss of pay for ordinary working time occurring during such an absence.

25.6 Time off instead of payment of overtime

- (a) A full-time or part-time Employee may elect, with the consent of the Employer, to take time off in lieu of receiving payment for overtime worked equivalent to the overtime payment that would have been made. For example, an Employee who worked 2 hours of overtime at 150% of the ordinary rate would accrue as 3 hours' time in lieu.
- (b) Time off in lieu of payment for overtime worked shall be taken as mutually agreed between the Employer and Employee, provided that accrual of such leave shall not extend beyond a period that is 6 months after the overtime is worked.
- (c) Where such accrued time off remains untaken on termination of employment, it will be paid to the Employee at the ordinary rate.
- (d) Where such accrued time off has not been taken within the 6-month period, or at the request of the Employee at any time, such

time shall be paid to the Employee at the ordinary rate The payment is to be made in the next pay period following the request or in the next pay period following those 6 months, as applicable.

- (e) Employees cannot be compelled to take time off in lieu of overtime.
- (f) Records of all time off in lieu of overtime owing to Employees and taken by Employees will be maintained by the Employer.

25.7 Paid rest break during overtime

An Employee working overtime will take a paid rest break of 20 minutes after each 4 hours of overtime worked if required to continue work after the break.

25.8 For the purposes of this clause, in accruing or calculating payment for overtime, each day or period of overtime shall stand alone.

Part 5 – Leave & Related Matters

26. Annual Leave

26.1 Accrual of Annual Leave

- (a) Full-time Employees are entitled to:
 - (i) 4 weeks of Annual Leave per year of service; or
 - (ii) 5 weeks of Annual Leave per year of service for shiftworkers.
- (b) Part-time Employees are entitled to Annual Leave in clause 26.1(a) on a pro-rata basis. Annual leave for full-time and part-time Employees accrues progressively according to their ordinary hours of work and accumulates from year to year.
- (c) For the purposes of clause 26.1(a)(ii) and the NES, a shiftworker is a full-time or part-time Employee who is regularly rostered to work Sundays and public holidays.
- (d) An Employee who is a shiftworker within the meaning of clause 26.1(c) above will be credited with the additional week of annual leave at 30 June in each such year in which the Employee is regularly rostered to work Sundays and public holidays.

26.2 Annual Leave Loading

- (a) During a period of annual leave, an Employee, other than a shiftworker, shall receive annual leave loading of 17.5% in addition to their ordinary pay.
- (b) Shiftworkers, in addition to their ordinary rate, shall receive the higher of:
 - (i) an annual leave loading of 17.5% of their ordinary pay; or
 - (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- (c) For the purpose of this clause, “ordinary pay” means remuneration for the Employee’s ordinary hours of work in the period over which the paid annual leave is taken, calculated at their ordinary rate.

26.3 If, when the employment of an Employee ends, the Employee has a period of untaken accrued annual leave, the Employer will pay the Employee the ordinary pay (as defined in clause 26.2(c)) that would have been payable to the Employee had the Employee taken the period of annual leave, plus 17.5% annual leave loading.

26.4 Timing of annual leave

Annual leave shall be taken at a mutually agreeable time, provided that the Clinic may direct an Employee to take annual leave at any time in accordance with clauses 26.6 or 27.

26.5 Cash Out of Annual Leave

- (a) Upon receipt of a written request by an Employee, the Employer may authorise the Employee to cash out paid annual leave in accordance with this clause.
- (b) The Employer and Employee will enter into a separate written agreement for each cashing out of a particular amount of annual leave, subject to the following:
 - (i) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will pay the Employee the ordinary pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable, or in the case of shiftworkers the higher of the leave loading or the weekend and shift penalties.

26.6 Excessive annual leave

- (a) If an Employee has accrued more than eight weeks (10 weeks in the case of a shiftworker) annual leave, the Employer may direct the Employee to take annual leave after not less than eight weeks' and not more than 12 months' notice to the Employee provided:
 - (i) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave balance to not more than six weeks within a period of six months ("**leave reduction plan**");
 - (ii) the Employer will not unreasonably refuse to agree to an Employee's leave reduction plan which includes saving leave for an extended holiday within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employee and Employer;
 - (iii) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than six weeks.

- (iv) the direction must not require the Employee to take any period of paid annual leave of less than one week; and
- (v) the direction must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

26.7 Annual Leave in Advance

- (a) An Employer and Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave. An agreement must state the amount of leave to be taken in advance on the date on which leave is to commence.
- (b) The agreement must be signed by both the Employer and the Employee. The Employer must keep a copy of the agreement.
- (c) If, on termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with the agreement set out in this clause, the Employer may deduct from any money owing to the Employee on termination an amount equal to the amount that was paid to the Employee in respect to any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

27. Annual leave – shutdown periods

- 27.1 The Employer may temporarily close part or the whole of the Department or operate the services of the Clinic on reduced hours to the public over the Christmas / New Year period (**temporary shutdown period**) and require affected Employees to take paid annual leave during such period, in accordance with this clause.
- 27.2 The Employer must give the affected Employees no less than 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the Employer and the majority of relevant Employees.
- 27.3 The Employer must give written notice of a temporary shutdown period to any Employee who is engaged after the notice is given under clause 27.2 and who will be affected by that period, as soon as reasonably practicable after the Employee is engaged.
- 27.4 The Employer may direct the Employee to take a period of paid annual leave to which the Employee has accrued an entitlement during a temporary shutdown period.
- 27.5 A direction under clause 27.4:

- (a) must be in writing; and
 - (b) must be reasonable.
- 27.6 The Employee must take paid annual leave in accordance with a direction under clause 27.4.
- 27.7 In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 27.4, the Employer and an Employee may agree, in writing, for the Employee to take leave without pay during that part of the temporary shutdown period.
- 27.8 An Employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 26.7.
- 27.9 In determining the amount of paid annual leave to which an Employee has accrued an entitlement, any period of paid annual leave taken in advance by the Employee, in accordance with an agreement under clause 26.7, to which an entitlement has not been accrued, is to be taken into account.
- 27.10 Clause 26.6 does not apply to a period of annual leave that an Employee is required to take during a temporary shutdown period in accordance with clause 27.

28. Public Holidays

- 28.1 The following public holidays are observed under this Agreement:
- New Year's Day
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Sunday
 - Easter Monday
 - Anzac Day
 - Birthday of the Sovereign
 - Labour Day
 - Christmas Day
 - Boxing Day
 - any other day or half day declared under the Public Holidays Act 2010 (NSW), or its successor

28.2 Additional Public Holiday

In addition to those public holidays specified in clause 28.1, Employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on the day on which August Bank Holiday is observed, or at the election of the Employer, may be transferred as an additional public holiday to a day between Christmas and New Year.

28.3 A full-time or part-time Employee who works on a public holiday shall be paid at the rate of double time and one half of the ordinary rate (250%) for all time worked on the public holiday. Such payment shall in lieu of any additional rate for shift work, or weekend work which would otherwise be payable had the day not been a public holiday.

29. Personal / Carer's Leave

29.1 Entitlement to Personal/Carer's Leave

- (a) In accordance with the NES, full-time and part-time Employees shall be entitled to 10 days Personal/ Carer's Leave per year of service which accrues progressively during each year of service according to the Employee's ordinary hours of work.
- (b) Casual Employees have no entitlement to paid personal/carer's leave, but do have an entitlement to unpaid carer's leave in accordance with the NES

29.2 Additional Provisions – Personal / Carer's Leave

- (a) An Employee must notify their Manager of their absence from work due to illness, injury or carer's responsibilities prior to the commencement of their ordinary working time or rostered shift- where practicable. Employees will, as part of this notification, inform the Manager of the expected duration of the absence. Where it is not practicable for an Employee to notify their Manager of their absence prior to the commencement of their ordinary working time or rostered shift, such Employee shall notify the Manager of their absence as soon as practicable thereafter.
- (b) The Employer may require an Employee who is absent from work due to illness, injury or carer's responsibilities to provide a certificate from a registered medical practitioner, or a statutory declaration, as satisfactory evidence of such absence. Provided that a certificate from a registered medical practitioner must be provided where the Employee's absence occurs on either side of a weekend, or is on either side of a rostered day off, or where the absence is two or more consecutive days.
- (c) Failure to produce documentary evidence as required may result in non-payment for the absence in accordance with the Act.

29.3 Unpaid Carer's Leave

An Employee who has exhausted their entitlement to paid personal/carer's leave, or a casual Employee, is entitled to two days unpaid carer's leave for each occasion (permissible occasion) when a member of the Employee's immediate family, or a member of the

Employee's household, requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.

30. Compassionate Leave

30.1 An Employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when:

- (a) 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 their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies; or
- (b) a child is stillborn (as defined in the Act), where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage (as defined in the Act), provided further that the leave entitlement does not apply to a former spouse or former de facto partner of the Employee, or if the miscarriage results in a stillborn child.

30.2 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 30.1; or
- (b) after the death of the member of the Employee's immediate family or household, or the stillbirth of the child, referred to in subclause 30.1; or
- (c) after the Employee, or the Employee's spouse or de facto partner, has the miscarriage referred to in subclause 30.1.

30.3 An Employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the Employee and the employer agree.

- 30.4 If the permissible occasion is the contraction or development of a personal illness or the sustaining of a personal injury that poses a serious threat to life, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 30.5 If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's ordinary rate for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- 30.6 The Employee, if required by the Employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

31. Long Service Leave

- 31.1 The entitlement to long service leave for full-time and part-time Employees will be in accordance with this clause 31. For casual Employees, their entitlement to long service leave will be in accordance with the *Long Service Leave Act 1955* (NSW).
- 31.2 Every Employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the Employer and the Employee.
- 31.3 Where the service of an Employee with at least five years' service is terminated, the Employee shall be entitled for five years' service to one month's long service leave on full pay and for service after five years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.
- 31.4 Where a staff member has acquired a right to long service leave then and in every such case:
- (a) If before such leave has been entered upon, the employment of such Employee has been terminated, such Employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such Employee had been receiving immediately prior to the termination of employment.
 - (b) If an Employee dies before entering upon long service leave, or if after having entered upon the same, dies before its termination, the Employee's partner or children or other dependent relatives or

their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the Employee had been receiving at the time of death.

31.5 For the purpose of this clause:

- (a) one month equals four and one third weeks;
- (b) continuous service with the same employer or in the same place of employment prior to the coming into force of this award shall be taken into account;
- (c) continuous service shall be deemed not to have been broken by:
 - (i) any period of absence on leave without pay not exceeding six months; or
 - (ii) absence of a staff member from the place of employment whilst a member of the Defence Forces of the Commonwealth in time of war; or
 - (iii) any period of absence on parental leave taken by the Employee in accordance with the Act.
- (d) Where any Employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (e) Any period(s) of part-time employment with the Employer shall count towards long service leave. The payment for such long service leave shall be calculated on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
- (f) Where an Employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave. An Employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

32. Parental Leave

32.1 Eligibility for unpaid parental leave

- (a) Employees are entitled to unpaid parental leave in accordance with the provisions contained in the NES.

32.2 Paid parental leave

- (a) This clause outlines an entitlement to paid parental leave for full-time and part-time Employees who have 12 months of continuous service with the Employer and are eligible for parental leave in accordance with the NES. The paid leave entitlement is in addition to any payment provided by the applicable Commonwealth Paid Parental Leave scheme.
- (b) A full-time or part-time Employee with at least 12 months of continuous service with the Employer and is eligible for parental leave in accordance with the NES, shall be entitled to one of the following forms of paid parental leave:
 - (i) **Paid** Primary Carer Leave – an eligible full-time or part-time Employee who will be the child’s primary carer at the time of the child’s birth or placement (in the case of adoption), is entitled to 12 weeks’ pay, calculated at the Employee’s ordinary rate based on their contracted hours;
 - (ii) Paid Secondary Carer Leave - an eligible full-time or part-time Employee who will not be the child’s primary carer at the time of the child’s birth or placement (in the case of adoption), is entitled to 2 weeks’ pay, calculated at the Employee’s ordinary rate based on their contracted hours.
- (c) Paid primary carer leave may be paid in the following ways:
 - (i) on a normal fortnightly basis; or
 - (ii) in advance in a lump sum; or
 - (iii) at the rate of half pay over a period of 24 weeks on a regular fortnightly basis.

Annual and/or long service leave may be combined with periods of paid primary carer leave or paid secondary carer leave on half pay.
- (d) Paid primary carer leave in the case of pregnancy may commence up to 9 weeks prior to the expected date of birth, however a pregnant Employee may continue to work during this period, providing the Employer may ask the Employee to give the Employer a medical certificate confirming the Employee is fit for work.

32.3 Lactation Provisions

Employees who are lactating will be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast

feeding their child. The Employer will provide access to suitable facilities for such purpose, in accordance with its policies as varied from time to time (such policies are not incorporated into and do not form part of the Agreement).

33. Ceremonial Leave

An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled up to ten (10) working days unpaid leave in any one year, with the approval of the Employer.

34. Leave to deal with Family and Domestic Violence

34.1 Leave to deal with Family and Domestic Violence

This clause applies to all Employees, including casuals.

34.2 Definitions

In this clause:

- (a) **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.
- (b) **family member** means:
 - (i) a spouse, de facto 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.
- (c) A reference to a spouse or a de facto partner in the definition of family member in this clause includes a former spouse or de facto partner.

34.3 Entitlement to leave

- (a) An Employee is entitled to 10 days' leave to deal with family and domestic violence, as follows:
 - (i) the entitlement to leave is paid (calculated at the full rate of pay as defined in the Act) for full time, part time and casual Employees;

- (ii) the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - (iii) the leave does not accumulate from year to year.
- (b) For casual Employees:
- (i) the leave entitlement is paid based on the hours the Employee was rostered to work in the period over which the leave is taken;
 - (ii) without limiting subclause (b)(i), a casual Employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours;
 - (iii) they may take a period of family and domestic violence leave in accordance with clause 34.4 that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.
- (c) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employer and Employee. The Employer and the Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.

34.4 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; and
 - (iii) it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (b) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

34.5 Service and continuity

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.

34.6 Notice and evidence requirements

- (a) An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
 - (i) must be given to the Employer as soon as practicable (which may be a time after Employer leave has started); and
 - (ii) must advise the Employer of the period, or expected period, of the leave.
- (b) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

34.7 Confidentiality

- (a) The Employer will take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 34.6, is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 34 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 person.
- (c) The Employer acknowledges that information concerning an Employee's experience of family 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.

34.8 Compliance

An Employee is not entitled to take leave under clause 34 unless the Employee complies with clause 34.

35. **HSU Training Leave**

- 35.1 The Employer will give HSU NSW Branch Representative Employees one (1) day's paid leave per annum per HSU NSW Branch Representative Employee to attend relevant trainings.
- 35.2 The leave will be paid at the Employee's ordinary hours for the Employee's ordinary hours of work for the period over which the leave is taken.

Part 6 – Other Matters

36. **Mandatory training**

- 36.1 The Employer may require Employees to attend or complete mandatory training, which may include e-learning modules (in accordance with clause 36.4), as determined from time to time (**Mandatory Training**).
- 36.2 Where practicable, Mandatory Training must be provided to Employees during their normal rostered hours of work. Where it is not:
- (a) Employees will attend Mandatory Training outside their normal rostered working hours when required to do so by the Employer;
 - (b) the Employer must, where practicable, provide Employees with two (2) weeks' notice of the requirement to attend Mandatory Training (other than compulsory e-learning) outside of their normal rostered working hours;
 - (c) where an Employee is required to attend / complete Mandatory Training other than during the course of their rostered working hours, they will be paid at their ordinary rate (together with the casual loading in the case of a casual Employee) for the authorised and completed duration of the attendance (payment for compulsory e-learning to be in accordance with clause 36.4).
- 36.3 In the case of a full-time or part-time Employee, where Mandatory Training (including the authorised time for the completion of compulsory e-learning) is completed outside of the Employee's rostered hours of work:
- (a) the first 12 hours per calendar year of the authorised and completed time of such training will be paid at the ordinary rate – such time shall not be viewed as or included in the calculation of hours for overtime for the purposes of this Agreement;
 - (b) any authorised and completed time of such training beyond 12 hours in the calendar year will be paid at the applicable overtime penalty rate.
- 36.4 E-learning
- (a) The Employer may require Employees to complete training modules through e-learning and such modules will normally be completed within the ordinary working hours in the workplace. Only with the prior approval from the Employer, modules can be completed outside of working hours.

- (b) The Employer will allocate an amount of time for the completion of each required module. When an Employee, with prior approval, completes a module outside of their rostered shift, the Employee will be paid at the ordinary rate (together with the casual loading for a casual Employee) for the allocated time taken to complete the module. Where such approved e-learning training is completed outside of working hours, the allocated time to complete the approved e-learning training outside of the rostered shift of a full-time or part-time Employee will count towards the cap of 12 hours referred to in subclause 36.3.
- (c) Where an Employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the Employee is able to complete the training by:
 - (i) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - (ii) approving payment for additional time required to complete the module outside working hours. If an Employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager.

37. Flexible Working Arrangements

- (a) The NES provides particular Employees with an entitlement to request a flexible working arrangement.
- (b) Employees who have worked for the Employer for at least 12 months can request flexible working arrangements if they:
 - (i) are the parent, or have responsibility for the care, of a child who is school aged or younger;
 - (ii) are a carer (under the *Carer Recognition Act 2010* (Cth));
 - (iii) have a disability;
 - (iv) are 55 years of age or older;
 - (v) are experiencing family and domestic violence;
 - (vi) are pregnant; or
 - (vii) provide care or support to a member of their household or immediate family who requires care or support because the member is experiencing family and domestic violence.
- (c) The Employee is not entitled to make the request unless:
 - (i) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; and

- (ii) for a casual Employee – the Employee:
 - (A) is a regular casual Employee (as defined in the Act) of the Employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request; and
 - (B) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

- (d) The request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the change.

- (e) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the request is refused, the written response must include details of the reasons for the refusal.

- (f) The further details of flexible working arrangement requests, including the process for the Employer to follow for considering and before responding to a flexible working arrangement request, and the requirements for the Employer’s written response if the request is refused or if a different change in working arrangement is agreed, will be in accordance with the NES.

- (g) A dispute relating to a refusal by the Employer to a flexible working arrangement request made by an Employee under s.65(1) of the Act, or a failure by the Employer to provide a written response under s.65A of the Act within 21 days of the Employee making the request, will be handled in accordance with clause 6 (Resolution of Disputes).

38. Notice Board

The Employer shall provide a notice board in a prominent location in the workplace on which HSU NSW Branch Representatives may place relevant materials.

Schedule 1 – Classifications

Support Staff Classification Levels

Radiographic Assistant	<p>No Radiology/Medical Imaging department experience required.</p> <p>Assists administration staff and healthcare workers with departmental workflow as instructed.</p> <p>Assists with departmental general housekeeping, deliveries and stock movement.</p>
Wardsman	<p>Responsible for the transport of patients within the department and campus.</p> <p>Assists with patient lifts.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>

Administration Staff

Entry Level – Level 1	<p>Minimum or no experience in radiology administration work.</p> <p>Works under supervision.</p> <p>Basic administration, reception and bookings work.</p> <p>Not expected to work autonomously or without support. NIL expectation to work opening or closing shifts.</p> <p>Expected to train in more complex tasks.</p> <p>Expected maximum time at this grade is 12 months.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 2	<p>Minimum 6 months experience radiology administration work</p> <p>Can work autonomously (or with limited supervision) on the majority of administration, reception and bookings tasks. Able to complete opening/closing shifts.</p> <p>May require guidance and training on more complex tasks.</p> <p>Conversant in-patient preparations</p> <p>Capable of booking multi-modality appointment</p> <p>Capable of liaising with patient and referrers and trouble shooting</p>

	<p>Basic understanding of HIC /Medicare /Health fund requirements and rebates.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 3	<p>Fulfils level 2 requirements.</p> <p>Competent in booking complex procedures (including but not limited to interventional procedures, pacemaker MRI scans).</p> <p>Conversant in-patient preparations.</p> <p>Minimum 36 months experience in radiology administration work.</p> <p>Works autonomously.</p> <p>Able to complete all shifts (including weekends).</p> <p>Able to assist other staff commensurate with skillset and knowledge.</p> <p>Performs all basic administration work with high level of competency.</p> <p>Has a working understanding of medical terminology, medical procedures, requirements, and preparations.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 4	<p>Specialised accounts/billing staff.</p> <p>Works autonomously in radiology billing and accounts receivable reconciliation.</p> <p>Comprehensive knowledge of medical terminology, MBS rules and requirements, and other health insurance schemes.</p> <p>Able to assist other staff commensurate with skillset and knowledge.</p> <p>Responsible for debtor management.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 5	<p>2IC/Supervisor.</p> <p>Fulfils level 3 requirements.</p> <p>Comprehensive knowledge of medical terminology, MBS rules and requirements, and other health insurance schemes.</p>

	<p>Autonomous worker.</p> <p>Substantial level of accountability for their work and the work of others under their supervision.</p> <p>Requires a comprehensive knowledge of industry policies, guidelines, and requirements.</p>
Level 6	Administration Manager (Practice Manager).

Sonographers

Trainee	<p>Trainee sonographer actively enrolled and studying sonography via Diploma of Medical Sonography.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 1	<p>Qualified sonographer</p> <p>Competent in:</p> <ul style="list-style-type: none"> • General US • Superficial parts – breast, thyroid, testes • Basic vascular US – DVT, carotids, renal arteries • Interventional US guidance • Gynecological and Obstetric US (excluding nuchal translucency scans) May require peer review of cases on an as needs basis. <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 2	<p>Qualified sonographer of greater than 12 months experience</p> <p>Competent in:</p> <ul style="list-style-type: none"> • General US • Superficial parts – breast, thyroid, testes • Basic vascular US – DVT, carotids, renal arteries • Interventional US guidance • Gynecological and Obstetric US (excluding nuchal translucency scans) • Musculo-skeletal US <p>May require peer review of cases on an as needs basis.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>

<p>Level 3</p>	<p>Scans with full autonomy in:</p> <ul style="list-style-type: none"> • General US • Superficial parts – breast, thyroid, testes • Basic vascular US – DVT, carotids, renal arteries • Interventional US guidance • Gynecological and Obstetric US (excluding nuchal translucency scans) • Musculo-skeletal US <p>Able to assist other staff commensurate with skillset and knowledge.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
<p>Level 4</p>	<p>Level 3 skills plus performs peer review of work of others as needed including trainees and Level 2&3 sonographers.</p> <p>Assists in daily department workflow management and troubleshooting.</p> <p>May require peer review of cases on an as needs basis.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
<p>Level 5</p>	<p>Level 4 skilled sonographer of at least 3 years post graduate experience.</p> <p>Must participate in department CPD presentation to other SVCMI employees.</p> <p>May require peer review of cases on an as needs basis.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
<p>Level 6</p>	<p>Team Leader / Chief Sonographer only</p> <p>Level 5 skilled sonographer of at least 5 years post graduate experience.</p> <p>Mentor and workflow coordinator. Responsible for sonographer training program. Set-up and amend protocols.</p> <p>Responsible for quality and compliance requirements of ultrasound including accreditation submissions and deliverables.</p> <p>Responsible for delivering KPIs and productivity ratios of the modality. Trouble shooting and day to day management of ultrasound department. May require peer review of cases on an as needs basis.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>

Radiographers

<p>Level 1 Post graduate qualified.</p>	<p>First 12 months post-graduation – expectation to be autonomous in all General x-ray, Mobile x-ray, Theatre (Image Intensifier), and Screening/Fluoroscopy following induction and appropriate training period.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
<p>Level 2 <i>(Automatic transfer to Level 2 at end of 12-month period)</i></p>	<p>Competent in:</p> <ul style="list-style-type: none"> • General • Theatres (Image Intensifier) • Screening/Fluoroscopy • +/- PRP preparation. <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
<p>Level 3</p>	<p>Minimum 2 years post graduate experience in Radiography.</p> <p>Competent in:</p> <ul style="list-style-type: none"> • General • Theatres (Image Intensifier) • Screening/Fluoroscopy • At least one (1) Additional Modality • PRP preparation <p>Able to assist other staff commensurate with skillset and knowledge.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
<p>Level 4</p>	<p>Greater than 2 years post graduate experience in Radiography.</p> <p>Competent in:</p> <ul style="list-style-type: none"> • General • Theatres (Image Intensifier) • Screening/Fluoroscopy • At least one (1) Additional Modality • At least one (1) Advanced Modality • Accredited in cannulation • +/- PRP preparation <p>Training in cannulation or competent in cannulation.</p> <p>Able to assist other staff commensurate with skillset and knowledge.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
<p>Level 5</p>	<p>Greater than 3 years post graduate experience in Additional Modality/ies and Advanced Modality/ies.</p> <p>Advanced skills in:</p> <ul style="list-style-type: none"> • General • Theatres (Image Intensifier) • Screening/Fluoroscopy • Two (2) Advanced Modalities • Accredited in cannulation. • +/- PRP preparation

	<ul style="list-style-type: none"> • +/- one or more Additional Modalities <p>Capable of supervising trainees in:</p> <ul style="list-style-type: none"> • Additional Modalities • Advanced Modalities • Cannulation <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 6	<p>Minimum 5 years' experience in Radiography.</p> <p>Greater than 3 years post graduate experience in Additional Modality/ies and Advanced Modality/ies.</p> <p>Advanced skills in:</p> <ul style="list-style-type: none"> • General • Theatres (Image Intensifier) • Screening/Fluoroscopy • Two (2) Advanced Modalities • Advanced post processing and case work-up (workstation, third party measurement requirements, CADSTREAM) • +/- one or more Additional Modalities • Accredited in cannulation • +/- PRP preparation skills <p>Mentor, workflow coordinator, student/Trainee facilitator in</p> <ul style="list-style-type: none"> • Additional Modalities • Advanced Modalities • Cannulation <p>Trouble shoots for rostered modality as required or under direction of Modality Lead.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 7	<p>Reserved for Section or Modality Manager / Team Leader</p> <p>Minimum of 5 years' experience in Radiography, Additional and</p> <p>Advanced modality/ies Advanced skills in:</p> <ul style="list-style-type: none"> • General x-ray • Theatres (Image Intensifier) • Screening/Fluoroscopy • At least one (1) Additional Modality • Two (2) Advanced Modalities • Advanced post processing and case work-up (workstation, third party measurement requirements, CADSTREAM) • Accredited in cannulation • +/- PRP preparation skills (+ for General department Modality Manager/ Team Leader) <p>Mentor and workflow coordinator:</p> <ul style="list-style-type: none"> • Additional Modalities • Advanced Modalities

	<ul style="list-style-type: none"> • Cannulation <p>Responsible for training program in nominated modality. Set-up and amend protocols in modalities.</p> <p>Responsible for quality and compliance requirements of modality including accreditation submissions and deliverables.</p> <p>Responsible for delivering KPIs, productivity ratios of modality and host institution contract/s compliance and deliverables.</p> <p>Trouble shoots for rostered modality.</p> <p>Student supervision and co-ordination of student placements with universities.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 8	Operations Manager / Chief Radiographer

Nuclear Medicine Technologist

Level 1 Post graduate qualified.	Newly qualified Nuclear Medicine Technologist
Level 2	<p>Qualified Nuclear Medicine Technologist competent in SPECT-CT <3 years' experience.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 3	<p>Qualified Nuclear Medicine Technologist competent in SPECT-CT >3 years' experience.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>
Level 4	<p>Chief Nuclear Medicine Technologist- Management of department and team of FTE of > 3</p> <p>Must have Diagnostic CT qualifications.</p> <p>Student supervision and co-ordination of student placements with universities.</p> <p>Assists with departmental general housekeeping, deliveries, and stock movement.</p>

2. DEFINITIONS

Additional Modalities are hybrid lab, mammography.

Advanced Modalities are C and MRI.

Advanced Skills – General Radiography (including mobile imaging)

- * Efficiently and accurately perform X-ray imaging for all patient presentations and settings with resultant high-quality imaging of appropriate true plane projections. Ability to critique x-rays and identify corrective technique required for repeat images.
- * Understanding of advanced features of digital X-ray systems, image processing, and quality control in both DR and CR environments.
- * Expertise in positioning techniques for specialised views and knowledge of modified techniques.
- * Implement and monitor quality assurance activities and corrective actions required to ensure high image quality and adherence to radiation safety standards.
- * Ability to think critically and solve problems, especially when faced with challenging patient conditions, difficult anatomical positioning, or unusual clinical scenarios.
- * Understanding how X-ray imaging fits into the broader context of cross-sectional imaging modalities such as CT and MRI. This includes recognising when X-rays are appropriate and complementing other imaging studies.
- * Radiographic artifact recognition and correction.
- * Working knowledge of fluoroscopy physics, including continuous and pulsed fluoroscopy modes for dose minimisation during fluoroscopic procedures.

Advanced Skills – Hybrid Lab

Vascular Imaging/3D Angiography

- * Expertise in acquiring high-quality angiographic images of various vascular territories, including cerebral, coronary, peripheral, and visceral vessels. This involves optimizing imaging parameters for different anatomical regions.
- * Skills in assisting in a wide range of interventional procedures, including angioplasty, stenting, embolization, thrombolysis, and percutaneous transluminal angioplasty (PTA). This requires a deep understanding of vascular pathology and anatomical structures.
- * Proficiency in acquiring and interpreting three-dimensional angiographic images. This involves advanced imaging techniques such as rotational angiography to provide a comprehensive view of complex vascular structures.
- * Understanding the integration of angiography with other imaging modalities such as CT or MRI to provide a comprehensive assessment of vascular anatomy and pathology. This may involve fusion imaging techniques.
- * Proficiency in using advanced post-processing tools to enhance the visualization and analysis of angiographic images. This may include but is not limited to three-dimensional reconstructions and quantitative measurements.
- * Ability to assist in urgent or emergency angiography procedures, such as for trauma cases or acute vascular events. This requires quick decision-making and collaboration with other healthcare professionals.

Fluoroscopic Navigation

- * Proficiency in using fluoroscopy for real-time guidance during interventional procedures. This

includes precise catheter navigation through complex vascular anatomy and quick decision-making in response to dynamic imaging.

Radiation Dose Management

- * Expertise in optimizing radiation dose during angiography procedures. This involves the use of advanced imaging protocols, dose monitoring, and adherence to ALARA (As Low As Reasonably Achievable) principles.

Advanced Skills – Computed Tomography

- * Ability to efficiently and accurately perform CT imaging in emergency scenarios. This includes quick decision-making on scan protocols and collaboration with other healthcare professionals in time-sensitive situations.
- * Efficiently and accurately perform CT examinations for all patient presentations and settings with resultant high-quality imaging.

Protocol Optimisation

- * The ability to develop and optimise imaging protocols for different patient presentation, body habitus, anatomical regions, clinical indications, and scan types (includes adjusting scan parameters and developing new protocols).
- * The ability to provide critical analysis and troubleshooting of artefacts that affect scan quality and diagnostic value.

CT Angiography (CTA)

- * Expertise in performing and interpreting CT angiography studies for various vascular systems, such as pulmonary, renal, and peripheral arteries. This includes optimizing acquisition parameters and post-processing techniques.

Cardiac CT Imaging

- * Expertise in performing cardiac CT imaging, including coronary artery imaging and assessment of cardiac anatomy and function. This involves knowledge of ECG gating techniques and the ability to work with advanced cardiac CT software. The ability to amend protocols based on individual patient presentations without increasing effective dose and troubleshooting and corrective actions (including adjustment of patient preparation, contrast administration parameters and scan parameters).

Contrast Techniques

- * Proficiency in using advanced contrast administration techniques, including split-bolus protocols, and dual-energy CT for improved vascular and tissue characterisation.

Neurological CT Imaging

- * Proficiency in imaging the brain and spine using CT, with a focus on protocols for detecting and characterizing neurological conditions. This involves knowledge of perfusion imaging and advanced post-processing techniques.

Dual-Energy CT

- * Understanding and application of dual-energy CT technology for material decomposition, virtual non-contrast imaging, and improved tissue characterization.

Metal Artifact Reduction

- * Skills in managing and reducing metal artifacts in CT images, especially in patients with metallic implants. This involves choosing appropriate imaging parameters and utilizing specialized reconstruction algorithms. Thorough understanding of the technology principles that facilitate MAR software to better visualize supporting structures.

Advanced Post-Processing Skills

- * Proficiency in utilizing advanced post-processing tools, such as multiplanar reconstruction (MPR), maximum intensity projection (MIP), and three-dimensional (3D) rendering for detailed anatomical evaluation.

Radiation Dose Management

- * Expertise in managing and optimizing radiation dose in CT scans, including the use of dose modulation techniques and adherence to the principles of ALARA (As Low As Reasonably Achievable).

Advanced Understanding of CT physics and principles

- * In-depth knowledge of the X-ray tube and the energy spectrum of X-rays produced. Understanding the impact of tube current, tube voltage, and filtration on the X-ray beam.
- * Expertise in the physics of multi-detector row CT systems, which use multiple rows of detectors to acquire data simultaneously. Understanding the advantages and challenges of MDCT, including improved temporal and spatial resolution, is essential.
- * Knowledge and through understanding of pitch, gantry speed, and pitch-dependent image quality trade-offs
- * Understanding the principles of dual-energy CT
- * Proficiency in understanding and applying iterative reconstruction algorithms.
- * Knowledge of emerging technologies like photon counting CT, which uses energy-resolving detectors to count individual X-ray photons. This technology offers potential advantages in terms of energy discrimination and improved image quality.

Advanced Skills – Magnetic Resonance Imaging

Sequencing and Protocol Optimisation

- * Proficiency in designing MRI sequences and protocols including the ability to build protocols from vendor base sequences to meet the requirements of any patient presentation.
- * The ability to develop and optimise sequences and protocols for different patient presentation, body habitus, anatomical regions, clinical indications, and scan types.
- * The ability to provide analyse, troubleshooting and correct artefacts that affect scan quality and diagnostic value.
- * Knowledge of advanced image reconstruction algorithms, including iterative reconstruction methods and compressed sensing, to enhance image quality, reduce artifacts, and accelerate imaging.

Diffusion-Weighted Imaging (DWI) & Diffusion Tensor Imaging (DTI)

- * Skills in acquiring and interpreting diffusion-weighted images and diffusion tensor imaging.

Cardiac MRI

- * Expertise in performing cardiac MRI, including the acquisition of cine images, assessment of myocardial function, and evaluation of cardiac anatomy. Knowledge of cardiac gating techniques is essential.

MR Angiography (MRA)

- * Skills in acquiring high-quality MR angiograms.

3D Imaging and Reconstruction

- * Understanding and application of three-dimensional (3D) imaging techniques, including volumetric acquisitions and advanced reconstruction methods for detailed anatomical evaluation.

MR Spectroscopy (MRS)

- * Knowledge in underlying principle of spectroscopy.
- * Expertise in performing and working knowledge of MR spectroscopy interpretation.

Functional MRI (fMRI)

- * Knowledge in underlying principle of fMRI and data analysis.

Appendix A

Table 1 – Wage Rates

*** 3% increase on current hourly rate or initial EA rate (whichever is the greater) will be applied for existing staff**

		Initial EA rate *	Year 1 Ratification Anniversary	Year 2 Ratification Anniversary
Support Staff			103%	103%
	CODE			
Level 1 - Imaging Assistant	SS1	\$ 28.00	\$ 28.84	\$ 29.71
Level 2 - Wardsman	SS2	\$ 28.00	\$ 28.84	\$ 29.71
Administration Staff			Year 1	Year 2
Level 1	A1.0	\$ 30.00	\$ 30.90	\$ 31.83
Level 2	A2.0	\$ 31.50	\$ 32.45	\$ 33.42
Level 3	A3.0	\$ 33.00	\$ 33.99	\$ 35.01
Level 3.1	A3.1	\$ 33.30	\$ 34.30	\$ 35.33
Level 3.2	A3.2	\$ 33.60	\$ 34.61	\$ 35.65
Level 3.3	A3.3	\$ 33.90	\$ 34.92	\$ 35.96
Level 3.4	A3.4	\$ 34.20	\$ 35.23	\$ 36.28
Level 4	A4.0	\$ 35.00	\$ 36.05	\$ 37.13
Level 5	A5.0	\$ 40.00	\$ 41.20	\$ 42.44
Level 6	A6.0	Contracted rate anniversary increases apply		
Radiographers		Initial rate	Year 1	Year 2
Level 1	R1.0	\$ 35.00	\$ 36.05	\$ 37.13
Level 2	R2.0	\$ 37.00	\$ 38.11	\$ 39.25
Level 2.1	R2.1	\$ 37.30	\$ 38.42	\$ 39.57
Level 2.2	R2.2	\$ 37.60	\$ 38.73	\$ 39.89
Level 2.3	R2.3	\$ 37.90	\$ 39.04	\$ 40.21
Level 2.4	R2.4	\$ 38.20	\$ 39.35	\$ 40.53
Level 3	R3.0	\$ 40.20	\$ 41.41	\$ 42.65
Level 3.1	R3.1	\$ 40.50	\$ 41.72	\$ 42.97
Level 3.2	R3.2	\$ 40.80	\$ 42.02	\$ 43.28
Level 3.3	R3.3	\$ 41.10	\$ 42.33	\$ 43.60
Level 3.4	R3.4	\$ 41.40	\$ 42.64	\$ 43.92
Level 4	R4.0	\$ 43.40	\$ 44.70	\$ 46.04
Level 4.1	R4.1	\$ 43.70	\$ 45.01	\$ 46.36
Level 4.2	R4.2	\$ 44.00	\$ 45.32	\$ 46.68
Level 4.3	R4.3	\$ 44.30	\$ 45.63	\$ 47.00
Level 4.4	R4.4	\$ 44.60	\$ 45.94	\$ 47.32
Level 5	R5.0	\$ 49.60	\$ 51.09	\$ 52.62
Level 5.1	R5.1	\$ 49.90	\$ 51.40	\$ 52.94
Level 5.2	R5.2	\$ 50.20	\$ 51.71	\$ 53.26
Level 5.3	R5.3	\$ 50.50	\$ 52.02	\$ 53.58
Level 5.4	R5.4	\$ 50.80	\$ 52.32	\$ 53.89
Level 6	R6.0	\$ 55.80	\$ 57.47	\$ 59.20
Level 6.1	R6.1	\$ 56.10	\$ 57.78	\$ 59.52
Level 6.2	R6.2	\$ 56.40	\$ 58.09	\$ 59.83
Level 6.3	R6.3	\$ 56.70	\$ 58.40	\$ 60.15
Level 6.4	R6.4	\$ 57.00	\$ 58.71	\$ 60.47
Level 7	R7.0	\$ 69.50	\$ 71.59	\$ 73.73
Level 8	R8.0	Contracted rate anniversary increases apply		

Nuclear Medicine Technologist		Initial rate		Year 1	Year 2
Level 1	N1.0	\$	35.00	\$ 36.05	\$ 37.13
Level 2	N2.0	\$	37.00	\$ 38.11	\$ 39.25
Level 2.1	N2.1	\$	37.30	\$ 38.42	\$ 39.57
Level 2.2	N2.2	\$	37.60	\$ 38.73	\$ 39.89
Level 2.3	N2.3	\$	37.90	\$ 39.04	\$ 40.21
Level 2.4	N2.4	\$	38.20	\$ 39.35	\$ 40.53
Level 3	N3.0	\$	40.20	\$ 41.41	\$ 42.65
Level 3.1	N3.1	\$	40.50	\$ 41.72	\$ 42.97
Level 3.2	N3.2	\$	40.80	\$ 42.02	\$ 43.28
Level 3.3	N3.3	\$	41.10	\$ 42.33	\$ 43.60
Level 3.4	N3.4	\$	41.40	\$ 42.64	\$ 43.92
Level 4	N4.0	\$	43.40	\$ 44.70	\$ 46.04
Level 4.1	N4.1	\$	43.70	\$ 45.01	\$ 46.36
Level 4.2	N4.2	\$	44.00	\$ 45.32	\$ 46.68
Level 4.3	N4.3	\$	44.30	\$ 45.63	\$ 47.00
Level 4.4	N4.4	\$	44.60	\$ 45.94	\$ 47.32
Sonographer		Initial rate		Year 1	Year 2
Trainee	ST	Rad Level Payment	Initial rate +3%		
Level 1	S1.0	\$	55.00	\$ 56.65	\$ 58.35
Level 2	S2.0	\$	62.50	\$ 64.38	\$ 66.31
Level 3	S3.0	\$	67.50	\$ 69.53	\$ 71.61
Level 4	S4.0	\$	72.50	\$ 74.68	\$ 76.92
Level 4.1	S4.1	\$	72.80	\$ 74.98	\$ 77.23
Level 4.2	S4.2	\$	73.10	\$ 75.29	\$ 77.55
Level 4.3	S4.3	\$	73.40	\$ 75.60	\$ 77.87
Level 4.4	S4.4	\$	73.70	\$ 75.91	\$ 78.19
Level 5	S5.0	\$	77.50	\$ 79.83	\$ 82.22
Level 5.1	S5.1	\$	77.80	\$ 80.13	\$ 82.54
Level 5.2	S5.2	\$	78.10	\$ 80.44	\$ 82.86
Level 5.3	S5.3	\$	78.40	\$ 80.75	\$ 83.17
Level 5.4	S5.4	\$	78.70	\$ 81.06	\$ 83.49
Level 6	S6.0	\$	80.50	\$ 82.92	\$ 85.40

Table 2 – Allowances

ON CALL

	Monday-Friday	Saturday	Sunday	Public Holiday
General	\$ 23.42	\$ 41.58	\$ 46.72	\$ 62.39
Theatre	\$ 23.42	\$ 41.58	\$ 46.72	\$ 62.39
Hybrid	\$ 23.42	\$ 41.58	\$ 46.72	\$ 62.39
SLC	\$ 23.42	N/A	N/A	N/A
CT	\$ 23.42	\$ 41.58	\$ 46.72	\$ 62.39
MRI	\$ 23.42	\$ 41.58	\$ 46.72	\$ 62.39
US	\$ 23.42	\$ 41.58	\$ 46.72	\$ 62.39

RECALL

	Monday-Friday	Saturday	Sunday	Public Holiday
General	\$ 204.90	\$ 204.90	\$ 204.90	\$ 224.79

Theatre	\$	204.90	\$	204.90	\$	204.90	\$	224.79
Hybrid	\$	204.90	\$	204.90	\$	204.90	\$	224.79
SLC	\$	198.93		N/A		N/A		N/A
CT	\$	210.87	\$	210.87	\$	210.87	\$	231.33
MRI	\$	256.40	\$	256.40	\$	256.40	\$	273.66
US	\$	340.47	\$	340.47	\$	340.47	\$	364.16

Signature Page

I am authorised to sign this Agreement on behalf of the
Congregation of Religious Sisters of Charity of Australia trading as
St Vincent's Private Hospital Sydney

SIGNATURE

PRINT NAME AND
AUTHORITY/ TITLE

Address:

Date

I am authorised to sign this Agreement as a nominated Employee
bargaining representative on behalf of the Health Services Union
New South Wales Branch

SIGNATURE

PRINT NAME AND
AUTHORITY/ TITLE

Address:

Date

I am authorised to sign the St Vincent's Private Hospital Darlinghurst Medical Imaging Enterprise Agreement 2023 (**Agreement**) as an employee covered by this Agreement

SIGNATURE

PRINT NAME AND
AUTHORITY/ TITLE

Address:

Date