

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/280

**TITLE: St Vincent's Private Hospital Darlinghurst Medical Imaging Service
Enterprise Agreement - 1999**

L.R.C. NO: 99/5330

DATE APPROVED/COMMENCEMENT: Approved 22 October 1999 and commenced 9 August 1999

TERM: 30 June 2001

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

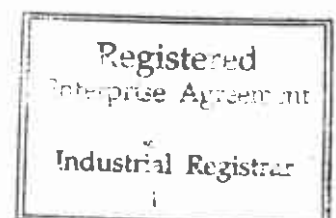
DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

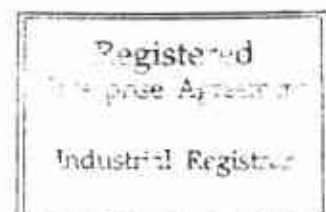
EMPLOYEES: Applies to Radiographers and Administrative Staff employed at St Vincent's Private Hospital, 406 Victoria Street, Darlinghurst

PARTIES: St Vincent's Private Hospital -&- Marinos Christofi, Joan Clark, Bev Clarke, Naomi Cray, Megan Davies, Ana De Deus, Michelle Donato, Virginia Everingham, Susie Fagan, Mardi Gadge, Albina Grigorova, Dione Halliburton, Gabriella Hirata, Le Ho, Gayle Ings, David Joscelyne, Jennifer Maze, Kerry McCarron, Joanne McCormick, Roslyn McLean, Angela Mitchell, Kirsten Moffat, Michelle Morton, Suzanne Rasmussen, Violeta Reponde, Tania Rocha, Ian Siagian, Geoffrey Stark, Jenni Sutherland, Robyn Tantau, Cathy Turner, Mark Vandanega, Rena Xu





**ST VINCENT'S PRIVATE
HOSPITAL, DARLINGHURST,
MEDICAL IMAGING SERVICE
ENTERPRISE AGREEMENT
1999**



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1. TITLE

This Agreement shall be known as the St Vincent's Private Hospital, Darlinghurst, Medical Imaging Service Enterprise Agreement 1999.

2. AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall be binding upon St Vincent's Private Hospital as conducted by the Congregation of Religious Sisters of Charity of Australia at Victoria Street Darlinghurst NSW 2010 and the staff employed by the Hospital at the Medical Imaging Service, St Vincent's Clinic Victoria Street Darlinghurst 2010 and at the Darlinghurst X-Ray Service Victoria Street Darlinghurst 2010. This Agreement will cover employees as defined in Clause 3, Definitions of the Private Hospital Employees (State) Award that are employed within the Medical Imaging Service and Darlinghurst X-Ray Service, and staff members as defined in Clause 10, Definitions of this Agreement.

3. OPERATIVE DATE

This Agreement will take effect on the date of ratification by the Industrial Relations Commission of NSW, and by administrative action, the general conditions of pay will be back dated to the first pay period commencing on or after 9 August, 1999. This Agreement will remain in force until 30 June 2001.

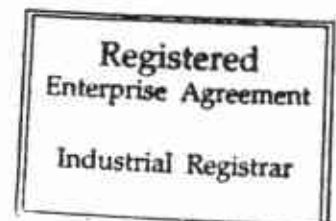
4. RELATIONSHIP TO PARENT AWARD

The provisions of the Private Hospital Employees (State) Award will continue to apply during this Agreement, except to the extent they are excluded or modified by this Agreement. Where there is any inconsistency, this Agreement shall apply and furthermore, where this Agreement is silent, the Award shall apply.

5. AWARD CLAUSES TO BE OVER-RIDDEN BY THIS AGREEMENT

All clauses of the Private Hospital Employees (State) Award will continue to apply, except for:

- Clause 3. Definitions
- Clause 4. Wages
- Clause 5. Hours
- Clause 6. Roster of Hours
- Clause 7. Meals
- Clause 8. Overtime
- Clause 9. Part-time Work
- Clause 10. Casual Employees
- Clause 14. Allowances for Special Working Conditions
- Clause 16. Sick Leave
- Clause 17. Annual Leave
- Clause 22. Uniforms
- Clause 23. Relieving Other Members of Staff
- Clause 27. Grievance Procedures



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10.2 MIS Officer Grade 2

Junior receptionist with or without basic typing skills.

10.3 MIS Officer Grade 3

Receptionist with or without medical typing skills.

10.4 MIS Officer Grade 4

Experienced receptionist with or without radiology typing skills.

10.5 MIS Officer Grade 5

Experienced receptionist with radiology typing and 'special bookings' or accounts responsibilities.

10.6 MIS Officer Grade 6

Senior receptionist or senior accounts duties.

10.7 MIS Officer Level 1

Professional Development Year (PDY). A progression to Level 2.1 is automatic on completion of the PDY.

10.8 MIS Officer Level 2.1

1st year following the PDY. Radiographers at this level perform general X-ray procedures only.

10.9 MIS Officer Level 2.2

2nd year following the PDY. Radiographers at this level perform general X-ray procedures only.

10.10 MIS Officer Level 2.3

3rd year following the PDY. Radiographers at this level perform general X-ray procedures only.

10.11 MIS Officer Level 2.4

4th or 5th year following the PDY. Radiographers at this level perform general X-ray procedures only.

10.12 MIS Officer Level 2.5

6th year and thereafter following the PDY. Radiographers at this level perform general X-ray procedures only.

10.13 MIS Officer Level 3.1

Radiographers at this level are able to perform CT or DSA duties without assistance.

Registered
Enterprise Agreement
Industrial Registrar



10.25 MIS Officer Level 3.13

The radiographer at this level is appointed as In-charge of MRI.

10.26 MIS Officer Level 3.14

The radiographer at this level is the Assistant Chief Radiographer. This person will be one of the three In-charge positions (Level 3.12) and will be active only when the Chief Radiographer is on leave.

11. WAGES

Staff members covered by this Agreement will be paid not less than the appropriate level as set out in Schedule A, Table 1, Monetary Rates. New administration staff (MIS Officer Grades 1-6) may be paid the 1st year rate, which is 3% less than the full Hourly Rates stated in Schedule A, Table 1, Monetary Rates for the initial part of their employment; such initial period not exceeding 12 months.

In general terms, this Agreement allows for:

- i) recognition of the rates being paid for very senior professionals, and increases in the rates for all other staff to ensure that they are paid in accordance with the market place;
- ii) increases to take effect after ratification and to have effect from the first pay period commencing on or after the signing of the Agreement;
- iii) further increase of 3% from the first pay period commencing on or after 1 July 2000.

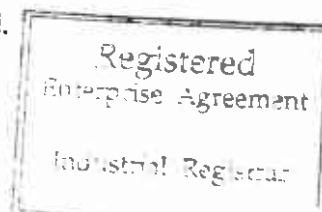
A structure that recognises not only experience, but also skill development is implemented. This structure encourages staff to develop skills and advance in the scale. Such advancement, which can occur at any time during the Agreement, will be recognised through salary received.

Each area (CT, Clinic and Screening / DSA / OR) will have a section leader, one or more of whom will act as relieving Chief Radiographer during the Chief Radiographer's annual leave.

12. ALLOWANCES

The parties to this Agreement agree that all allowances are inclusive in the wage rates set out in Schedule A, Table 2, Allowances, except for:

- (i) On call allowance.
 - a) Staff required to be on-call for MRI shall be paid an allowance as set out in Schedule A, Table 2, Allowances for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours, where:
 - i) if a regular shift for the department occurs on that day, Item (i) of Table 2, Allowances, shall be paid; or
 - ii) if no regular shift for the department occurs on that day, Item (ii) of Table 2, Allowances, shall be paid.

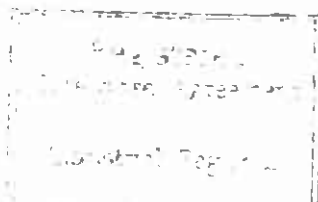


15. HOURS

- (i) The ordinary hours of work for full time staff members shall be 76 hours per fortnight to be arranged so that each staff member shall not work their ordinary hours on more than ten days in the fortnight.
- (ii) The ordinary hours of a permanent part-time staff member will be a specified number of hours which are less than those prescribed for a full-time staff member in subclause (i) of this Clause.

The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement. Provided that there shall be no interruption to the continuity of employment merely by reason of a staff member working on a "week on, week off" basis in accordance with this subclause.

- (iii) The normal shift length shall be seven (7) hours (excluding meal breaks) for radiographers and 7.6 hours (excluding meal breaks) for administration staff. Individual shift length may be negotiable and changed by agreement between an individual staff member and the manager, with hours not worked on a shortened shift worked on another day in the same fortnight.
- (iv) Full-time staff members shall receive a minimum payment of four hours for each start in respect of ordinary hours of work. Minimum hours may be varied by mutual agreement between the manager and staff member. Permanent part-time staff members and casual staff members shall receive a minimum payment of two hours for each such start.
- (v) Each shift shall consist of not more than 11 ordinary hours of work per day. Provided that shifts in excess of ten ordinary hours of work shall not occur on more than 7 consecutive days in any 8-day period. Provided further that shifts of ten ordinary hours of work or less shall not occur on more than 11 consecutive days in any 12-day period.
- (vi) Except for meal breaks each day, all time from the commencement to the cessation of duty each day shall count as working time.
- (vii) Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed to each staff member on duty during each ordinary shift of seven (7) hours or more. Where less than seven (7) ordinary hours are worked, staff members shall be allowed one 10-minute break within each 4-hour period. Subject to agreement between the manager and the staff member, the 2 ten-minute breaks may alternatively be taken as one 20-minute break, or as one 10-minute break with the staff member allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such break(s) shall count as working time.
- (viii) There shall be a minimum break of 8 hours between ordinary rostered shifts on successive days.
- (ix) Apprentices – The ordinary hours of work for apprentices shall be as prescribed in this Clause, provided that no apprentice shall be required to perform work which would prevent the apprentice from attending classes at technical college.

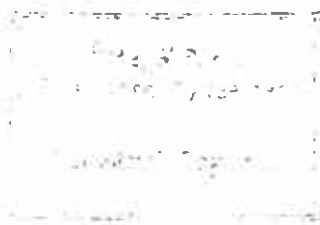


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- ii) A full-time staff member shall be entitled to sick leave on full pay, calculated by allowing seventy six ordinary hours for each year of continuous service. Any unused sick leave shall remain to the staff member's credit.
- iii) Permanent part-time staff members shall be entitled to sick leave in the same proportion as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours of one week. Such entitlements shall be subject to all the conditions applying to full-time staff members.
- iv) Each staff member shall notify their manager of their absence from work due to illness where practicable, prior to the commencement of their ordinary working time or rostered shift, and shall inform the manager of the expected duration of the absence.
- v) The manager shall not change the rostered hours of work of a staff member fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the staff member is on sick leave.
- vi) All periods of sickness shall be certified to by the medical superintendent or matron of the hospital or by a legally qualified medical practitioner approved by the hospital; provided however, that the hospital shall dispense with the requirement of a medical certificate where the absence does not exceed two consecutive days or where in the hospital's opinion the circumstances are such as not to warrant such requirements.
- vii) A staff member shall not be entitled to sick leave for a period during which the staff member is receiving workers' compensation.
- viii) Notwithstanding subclause (vii), where a staff member continues to receive workers' compensation for a period in excess of 26 weeks, the hospital shall pay to the staff member the difference between the amount received as workers' compensation and their full weekly wage until all the staff member's sick leave entitlement under this Clause has been used.

20. ANNUAL LEAVE

- i) All staff shall be entitled to the provisions of the Annual Holidays Act, 1944.
- ii) Radiographers and trainee radiographers working on a seven day roster shall be entitled to five weeks' annual leave.
- iii) Staff members, other than part-time workers and those referred to in subclause (ii) above, who are rostered to work their ordinary hours regularly on Sundays and/or Public Holidays shall be entitled to receive additional annual leave on the following basis:
 - a) 1 week for 35 ordinary shifts on Sundays and/or Public Holidays;
 - b) if they have worked less than 35 ordinary shifts on Sundays and/or Public Holidays, the following shall apply:



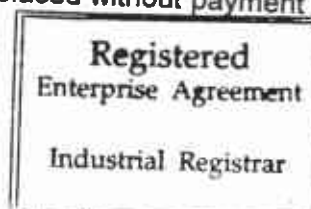
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- (ii) A casual staff member shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by in Schedule A, Table 1, Monetary Rates, plus ten per cent thereof, with a minimum payment of two hours for each engagement.
- (iii) For weekend and public holiday work, casual staff members shall, in lieu of all other penalty rates and the 10 per cent casual allowance, receive the following rates:
 - (a) time and one-half for work between midnight Friday and midnight Saturday;
 - (b) time and three-quarters for work between midnight Saturday and midnight Sunday;
 - (c) double time and one-half for work on a public holiday.
- (iv) Where overtime rates are payable, they shall be paid in lieu of the 10 per cent casual loading.
- (v) For the entitlement to annual leave, see *Annual Holidays Act 1944*.
- (vi) For the entitlement to long service leave, see *Long Service Leave Act 1955*.
- (vii) A casual staff member shall only receive overtime in accordance with Clause 15, Overtime, of this Agreement when they work more than 76 hours in the fortnight. The overtime rate is exclusive of the casual rate of 10% as referred to in subclause (ii) of this Clause.
- (viii) With respect to a casual staff member the provisions of the following clauses of the Private Hospital Employees (State) Award will not apply:
Clause 25, Service Allowance; Clause 18, Annual Leave Loading; Clause 20, Compassionate Leave; and Clause 34, Award benefits to be continuous.
- (ix) With respect to a casual staff member the provisions of the following clauses of this Agreement will not apply:
Clause 19, Sick Leave; Clause 12 (iii), Higher Duties Allowance; Clause 16, Roster of Hours; Clause 20, Annual Leave; and Clause 17, Overtime.

23. PROVISION OF UNIFORMS

- (i) Each staff member shall be issued with one shirt or blouse for the number of days of the week that the staff member normally works. The shirt or blouse will be according to the design agreed to by staff and management by October 1999. The shirt or blouse will have the Hospital logo embroidered on to it.
- (ii) Each year one worn shirt/blouse may be exchanged for a new shirt / blouse; such exchange occurring on the staff member's anniversary of employment. A damaged shirt or blouse may be exchanged at any time.
- (iii) A staff member who has been issued with uniforms as per subclauses (i) and (ii) of this Clause 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.



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27. GRIEVANCE PROCEDURE

- (i) Grievances in the work place will be dealt with initially in all circumstances by the staff member(s) concerned and the immediate Supervisor in accordance with the grievance procedure. The settlement of a grievance with a staff member(s) may result in an improvement of lifestyle or improved work output or the establishment of realistic expectations.
- (ii) The purpose of a grievance policy is to ensure that all matters of discontent are considered without prejudice to all involved and are dealt with in an effective and timely manner. Grievances may be personal or work related and may range from unsettled private relationships through to disappointment with Hospital policies or working conditions. The individual rights of a person(s) are to be considered at all times and matters of discontent should be considered without prejudice to all involved. Whenever possible, the issue should be dealt with as close to the source as possible.
- (iii) When any grievance situation arises, a private "one to one" interview is conducted between the staff member and their immediate supervisor. An explanation is sought for the reason of breach. At this point it will be necessary to clearly establish:
 - (a) the full nature of the complaint,
 - (b) the needs of both parties in order to remedy the situation,
 - (c) the strategy required to reach a satisfactory solution to the dispute.

If the issue has not been resolved, a follow up meeting may be arranged, calling upon the Human Resources Practitioner to act as a facilitator. Alternatively, the matter may be referred to the relevant Department Head or Director. It is to be noted that the staff member(s) may elect to have a witness present. If agreement cannot be reached at this stage, it may be necessary to appoint a mediator. If a mediator is required, parties involved in the grievance will need to furnish a written submission stating the exact nature of the dispute and the reasons why they require the assistance of a mediator.

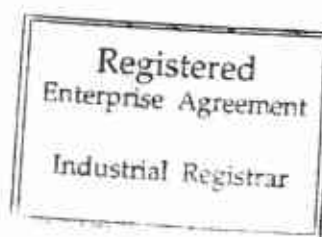
- (iv) The responsibilities and actions of the parties are listed below.

Staff Member(s)

The staff member has a responsibility to notify their immediate Supervisor, preferably in writing, as to the substance of the grievance, providing evidence to support their claim. The staff member requests a meeting and states the remedy sought. A witness may attend with the staff member, similarly with management.

Immediate Supervisor

Supervisor sets aside time and arranges a venue with the staff member to listen to the problem. This should be done as soon as possible in order to address the issue so that it can be resolved promptly. The venue should be private and steps should be taken to ensure that no interruptions occur. For example if there is a phone in the room, have all calls forwarded and no pagers should be allowed into the interview.



Rm- [Signature]

This Agreement is made at SYDNEY on the ninth day of August 1999.

Signed for and on behalf of
the staff of the Medical Imaging Service
By the Staff Representatives on the
Enterprise Bargaining Committee

}
}
}
}

Roslyn McLean
Roslyn McLean

Dione Halliburton
Dione Halliburton

Gabriella Hirata
Gabriella Hirata

In the presence of

Colin Bradley
Colin Bradley

Signed for and on behalf of
St Vincent's Private Hospital
as conducted by the Congregation
of Religious Sisters of Charity of Australia
By the Executive Director

}
}
}
}

Steven Rubic
Steven Rubic

In the presence of

Dr John Branson
Dr John Branson

Signed for and on behalf
of Health and Research Employees
Association of NSW by

A.J. Fogarty
A.J. Fogarty

In the presence of

Dominic McLaughlin
Dominic McLaughlin

FILED
22 OCT 1999
OFFICE OF THE INDUSTRIAL
REGISTRAR

Registered
Industrial Organisation

RECEIVED
23 SEP 1999

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SCHEDULE A: MONETARY RATES AND ALLOWANCES

Without Prejudice

TABLE 1: MONETARY RATES

CLASSIFICATION	DESCRIPTION	AWARD (if Applic.)	1st YEAR RATE	HOURLY RATE	RATE OF PAY
ADMINISTRATION					
MIS Officer Grade 1	Junior Clerk (general clerical)	\$12.49	\$12.20	\$12.60	\$478.80
MIS Officer Grade 2	Junior receptionist with or without basic typing	\$13.27	\$13.00	\$13.40	\$509.20
MIS Officer Grade 3	Receptionist with or without medical typing	\$14.02	\$14.60	\$15.10	\$573.80
MIS Officer Grade 4	Experienced receptionist with or without radiology typing	\$14.67	\$15.80	\$16.30	\$619.40
MIS Officer Grade 5	Experienced receptionist with radiology typing and 'special bookings' or Accounts	\$15.41	\$17.00	\$17.50	\$665.00
MIS Officer Grade 6	Senior receptionist / Accounts		\$18.20	\$18.75	\$712.50
RADIOGRAPHERS					
		AWARD (if Applic.)		HOURLY RATE	RATE OF PAY
MIS Officer Level 1	PDY (Professional Development Year)	\$13.90		\$18.00	\$684.00
MIS Officer Level 2.1	1st year qualified	\$14.29		\$20.00	\$722.00
MIS Officer Level 2.2	2nd year qualified	\$15.01		\$21.00	\$798.00
MIS Officer Level 2.3	3rd year qualified	\$15.67		\$22.00	\$874.00
MIS Officer Level 2.4	4th or 5th year qualified	\$16.41		\$24.00	\$912.00
MIS Officer Level 2.5	6th year thereafter qualified	\$17.93		\$26.00	\$988.00
MIS Officer Level 3.1	CT or DSA (post training)	\$18.81		\$27.00	\$1026.00
MIS Officer Level 3.2	CT or DSA Advanced (considered at appraisal)	\$18.81		\$28.00	\$1064.00
MIS Officer Level 3.3	CT and DSA (post training)	\$18.81		\$29.00	\$1102.00
MIS Officer Level 3.4	CT and DSA Advanced (considered at appraisal)	\$18.81		\$30.00	\$1140.00
MIS Officer Level 3.5	Ultrasound	\$18.81		\$31.00	\$1178.00
MIS Officer Level 3.6	Ultrasound with musculoskeletal	\$18.81		\$32.00	\$1216.00
MIS Officer Level 3.7	Ultrasound Specialist			\$40.00	\$1520.00
MIS Officer Level 3.8	MRI (P/T in MRI) (post training)	\$18.81		\$30.00	\$1178.00
MIS Officer Level 3.9	MRI (P/T in MRI) Advanced 1 *	\$18.81		\$31.00	\$1216.00
MIS Officer Level 3.10	MRI (P/T in MRI) Advanced 2 *	\$18.81		\$33.00	\$1254.00
MIS Officer Level 3.11	MRI (4 or 5 days in MRI)			\$35.00	\$1330.00
MIS Officer Level 3.12	Section In-charge, ie. a) CT; b) DSA/Screening Room/OR; c) Clinic	\$20.32		\$31.00	\$1178.00
MIS Officer Level 3.13	Section In-charge - MRI *			\$35.00	\$1330.00
MIS Officer Level 3.14	Assistant Chief Radiographer (selected from Section In-charge)		Higher	Duties	Applies

* Requires MRI Accreditation

SCHEDULE B: CRITERIA FOR ADVANCEMENT

3.2 Criteria for 'ADVANCED' Position in CT (to be considered at Annual Appraisal)

1. Skilled in the use of the workstation.
2. General flexibility and willingness to accommodate a fluctuating workload.
3. Must be a good team worker.
4. Overall knowledge and use of the system's features.
5. Consistent work quality (including hard copy imaging).

3.2 Criteria for 'ADVANCED' Position in DSA (to be considered at Annual Appraisal)

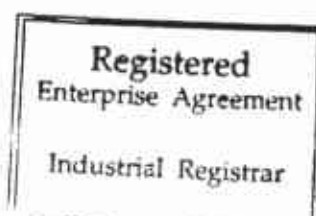
1. Thorough knowledge of patient positioning and anatomical projections for the various angiograms.
2. General flexibility and willingness to accommodate a fluctuating workload.
3. Must be a good team worker.
4. Overall knowledge and use of the system's features.
5. Consistent work quality (including hard copy imaging).

3.4 Criteria for 'ADVANCED' Position in CT and DSA (to be considered at Annual Appraisal)

As for the two above positions **combined**.

3.9 and 3.10 Criteria for 'ADVANCED 1' and 'ADVANCED 2' Positions in MRI

Radiographers at this level must have MRI Accreditation. This decision will be made by the MRI Radiologists at any time.



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