

# **SOUTHERNEX HEALTH PROFESSIONALS**

Enterprise Agreement 2013



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## **PART 1 – APPLICATION AND OPERATION**

### **1. TITLE**

This Agreement is to be known as the Southernnex Health Professionals Enterprise Agreement 2013.

### **2. PARTIES TO THE AGREEMENT**

This agreement shall cover the following parties:

- (a) Southernnex Pty Ltd; and
- (b) employees of Southernnex engaged as health professionals as classified in this agreement.

### **3. DATE AND PERIOD OF OPERATION**

- (a) This agreement shall commence operation from the 7<sup>th</sup> day after the agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 2 April 2016 and thereafter in accordance with the *Fair Work Act 2009*.
- (b) This agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to staff employed by the employer.

### **4. NO EXTRA CLAIMS**

It is agreed by the parties that up to the nominal expiry date of this agreement:

- (a) the employees will not pursue any extra wage claims,
- (b) the employees and the employer bound by this agreement acknowledge that this agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this agreement.

### **5. POSTING AGREEMENT**

The employer will make a copy of this agreement available to all employees. Any new employee will be given access to a copy of this agreement. The agreement will also be exhibited in a conspicuous and convenient place so as to be easily read by employees.

### **6. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS**

Entitlements regarding annual leave, personal/carer's leave, compassionate leave and parental leave are set out in the National Employment Standards ("NES"). Where this agreement also has provisions regarding annual leave, personal leave/carer's leave and/or parental leave and the provisions in the NES set out in the Act are more favourable to an employee in a particular respect than those provisions, 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.

## **PART 2 – CONSULTATION AND DISPUTE RESOLUTION**

### **7. AGREEMENT FLEXIBILITY**

- 7.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3 The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
  - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4 The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.

- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **8. CONSULTATION REGARDING CHANGE**

- 8.1 This term applies if the employer makes definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- 8.2 The employer must notify the relevant employees of the decision to introduce the major change. The relevant employees may appoint a representative, which may be a representative from a union, for the purposes of the procedures in this term. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 8.3 As soon as practicable after making its decision, the employer must 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
- 8.4 For the purposes of the discussion — provide, in writing, to the relevant employees all relevant information about the change including the nature of the change proposed;

and information about the expected effects of the change on the employees; and any other matters likely to affect the employees.

- 8.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8.7 If a term in the enterprise 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 subclauses 8.2 and 8.3 are taken not to apply.
- 8.8 In this term, a major change is *likely to have a significant effect on employees* if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- 8.9 In this term, *relevant employees* means the employees who may be affected by the major change.

## **9. DISPUTE RESOLUTION PROCEDURE**

- 9.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
  - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 9.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

*Note* If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

## **PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

### **10. TYPES OF EMPLOYMENT**

Each employee shall be engaged on one of the following basis:

- as a full-time employee; or
- as a part-time employee; or
- as a casual employee; or
- on a fixed term contract.



## **11. FULL TIME EMPLOYMENT**

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

## **12. PART TIME EMPLOYMENT**

- 12.1 A part time employee means an employee regularly employed to work less hours than those prescribed for full time employees in any weekly period.
- 12.2 A part time employee shall receive payment and accrue entitlements for wages, leave and any other allowance or entitlements under this agreement on a pro rata basis on the basis that the ordinary weekly hours for full time employees are 38.
- 12.3 Before commencing employment, the employer and employee will agree in writing on a regular pattern of working including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- 12.4 Where a part time employee is required to work in excess of their agreed rostered hours , the additional time worked by mutual agreement between the employer and employee will be reasonable and will be paid in accordance with clause 30 of this agreement.
- 12.5 The minimum engagement for a part time employee is three (3) consecutive hours. Part time employees receive a minimum payment of three (3) hours per engagement.

## **13. FIXED TERM EMPLOYMENT**

An employee may be employed under a fixed term arrangement for a specified period not exceeding 24 months or for a period of professional training.

## **14. CASUAL EMPLOYMENT**

- 14.1 A casual employee shall mean an employee who is engaged by the hour.
- 14.2 Casual employees shall be engaged for a minimum of three (3) hours work. Casual employees receive a minimum payment of three (3) hours per engagement.
- 14.3 A casual employee may leave the employer's service or be discharged at any moment without notice.
- 14.4 Casual employees shall be paid an hourly rate by dividing the weekly rate of the appropriate classification by 38 and adding a loading of 25%. This loading is in lieu of annual leave, personal leave and public holidays not worked. There are no other shift penalties when a casual loading is applied other than at clause 28.3
- 14.5 Where the operational needs of the business can be met, long term casual employees will be offered the choice of employment on a permanent part-time basis.

## 15. TERMINATION OF EMPLOYMENT

### 15.1 Termination of employment by the employer

- (a) In order to terminate the employment of the employee, the employer is required to give the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
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) In addition to the above notice, if the employee is over the age of 45 years of age at the time of the giving of the notice, the employee shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice prescribed above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu.
- (d) The period of notice in this clause shall not apply to:
- (i) fixed term employees;
  - (ii) casual employees;
  - (iii) dismissal where summary dismissal is warranted.

### 15.2 Termination of employment by the employee

- (a) The employee is required to give two (2) weeks notice to the employer to terminate their employment.
- (b) If the employee fails to give notice the Employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

### 15.3 Time off during notice period

Where the employer has given notice of termination to the employee, the employee shall be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer. The employee will provide to the employer reasonable evidence that the time off was for seeking other employment.

15.4 **Statement of employment**

The employer shall provide to the employee on termination of employment a written statement specifying the period of employment and the classification of or the type of work performed, if requested by the employee.

15.5 **Period of review**

Permanent employees shall be subject to a six (6) month period of review from commencement with the Employer.

15.6 During the period prescribed in subclause 15.5 an employee will be assessed against the position requirements as outlined in the position description.

15.7 Either party may terminate the employment within the period of review by giving the notice set out in clause 15.1.

15.8 Nothing in this provision is intended to reduce or override the minimum period of employment provisions under the Fair Work Act 2009.

16. **REDUNDANCY**

16.1 In addition to the period of notice prescribed for ordinary termination in clause 15.1(a), where the employee's employment is terminated in the circumstances where the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, the employee shall be entitled to the following amount of severance pay in respect of continuous periods of service:

<b>Period of Service</b>	<b>Severance Pay</b>
1 year or less	Nil
1 y and up to the completion of 2 years	4 weeks pay
2 y and up to the completion of 3 years	6 weeks pay
3 y and up to the completion of 4 years	7 weeks pay
4 y and up to the completion of 5 years	8 weeks pay
5 ys and up to the completion of 6 years	10 weeks pay
6 ys and up to the completion of 7 years	11 weeks pay
7 y and up to the completion of 8 years	13 weeks pay
8 y and up to the completion of 9 years	14 weeks pay
9 y and up to the completion of 10 years	16 weeks pay
10 y and up to the completion of 11 years	18 weeks pay
More than 11 years	20 weeks

Week's pay means the ordinary time rate of pay for the employee.

16.2 The employer shall not be obliged to make a severance payment if the employer obtains acceptable alternative employment for the employee and the employee unreasonably rejects the offer of employment

### **16.3 Redeployment**

In the event of the sale, transfer, succession, assignment or restructure of the business of the Employer, then the following conditions apply:

- (a) If the employee is offered a position with the new employer, transmittee, successor, assignee or within the new restructure, severance payment in clause 16.1 will not apply provided the position offered is one that would constitute an 'acceptable alternative position'.
- (b) This outcome is applicable whether the role is taken up by the employee or rejected. In such circumstances, the goal would be to ensure continuity of employment of individuals with the new employer.

### **16.4 Acceptable Alternative Employment**

For the purposes of clauses 16.3, an offer of alternative employment/position is 'acceptable alternative employment/position where it:

- (a) Entails substantially similar accountabilities and responsibilities;
- (b) Pays at least the equivalent remuneration as the employees redundant position; and
- (c) Is located within reasonable proximity to the employees' usual residence or present workplace.

## **PART 4 – WAGES AND RELATED MATTERS**

### **17. PAY INCREASES AND ALLOWANCES**

17.1 The pay rates that will apply for the agreement are set out in schedule B.

17.2 The rates of pay for new employees completing their Professional Development Year (PDY) in Nuclear Medicine and Radiography are fixed rates for the term of their engagement as a PDY.

17.3 Allowances provided in this agreement will increase in accordance with the wage increases set out in 17.4 other than the travel allowance.

17.4 The wage rates prescribed at schedule B of this agreement shall be increased as follows:

- (a) on the first full pay period on or after 1 July 2013 by 3%.
- (b) on the first full pay period on or after 1 July 2014 by 3%.
- (c) on the first full pay period on or after 1 July 2015 by 3%.

Any further wage increase shall be at the discretion of the employer, unless the rate of pay falls below the modern award rate (with reference to the transitional provisions), in such circumstances the rate of pay shall default to the minimum rate

prescribed in accordance with the relevant modern award rate (with reference to the transitional provisions).

## **18. PRODUCTIVITY**

The parties to this agreement are committed to improving productivity and efficiencies across the business. The parties agree to take all steps to maximise efficiencies, identify opportunities and improve patient care throughout during the life of this agreement.

## **19. ABSORPTION**

In keeping with the principles of equity, employees who are paid above the pay rates specified in schedule B may not receive an across the board fixed pay increase until their pay falls within the maximum of the pay range relevant to their position.

## **20. PAYMENT OF WAGES**

20.1 Employees shall be paid fortnightly by direct deposit into the employee's nominated bank account by electronic transfer of funds and where practical not later than three (3) working days after the last day of a pay period.

20.2 The employer shall supply each employee with a detailed wages payment advice showing the name of the employee, the amount paid, the period of the payment, any additions and deductions and the balance of any accrued annual leave and TOIL at the current pay fortnight.

## **21. SUPERANNUATION**

21.1 The employer will contribute on behalf of each eligible employee a total amount of 9.25% superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* from the date of the employee's commencement and contributions will be made monthly or fortnightly if deemed appropriate by the Employer.

21.2 If the employee does not nominate their choice of fund, the default fund shall be HESTA Superannuation Plan.

## **22. SALARY PACKAGING (SUPERANNUATION)**

22.1 The employer shall provide salary sacrificing to superannuation following a written application from the employee to have their gross salary reduced by an amount nominated by the employee as salary sacrificing contribution for the benefit of the employee.

22.2 The employee must complete the application form provided by the employer. The employer must approve the salary sacrificing application form before the employee's salary is adjusted for salary sacrificing contributions.

- 22.3 The employee will receive their post salary sacrificing cash salary for periods of annual leave, long service leave, and other periods of paid leave provided the salary sacrificing contribution is paid.
- 22.4 Should changes occur in tax laws or practice such that the employer incurs a cost or expense under or in respect of salary sacrificing agreements, such agreements cease to apply on the employer giving one month's notice.
- 22.5 If other changes occur which effects the employee's salary sacrifice, the employee may, upon one month's notice in writing, terminate or vary the salary sacrifice agreement.

## **23. ALLOWANCES**

### **23.1 Higher duties**

An employee who is appointed to perform work at a level above their current classified level for a period of three to five days, shall be paid a 10% premium on their ordinary rate of pay for the whole period the employee performs higher level duties. Where the employee performs these advanced duties for a period greater than five consecutive days, the employee shall be paid for the whole period at not less than the minimum rate prescribed for the classification applying to the level of the duties being performed or a 10% premium, whichever is greater. In all circumstances of higher duties, the temporary re-classification shall be determined by the Regional Manager.

This clause shall not apply where the higher duties are part of a formalised training program.

For the avoidance of doubt, this allowance cannot be claimed in addition to the allowance in 23.6.

### **23.2 On call rates**

- (a) At specific workplaces, employees will be asked to agree to be available for, and to participate in, on-call arrangements organized by the employer.
- (b) Where these employees are instructed to be available on-call outside ordinary or rostered working hours, they shall be paid, in addition to their ordinary rate, an allowance for the following in accordance schedule D:

Monday to Friday (per night)

Any defined period of Saturday or Sunday less than 24 hours (*note: for any 24 hour period, a maximum of two staff can claim a portion of the on call allowance. The portion claimable – in this circumstance - can only be 50%*).

Saturday, Sunday (per 24 hours)

Christmas Day, New Years Day, Good Friday, Easter Saturday and Easter Monday (per night)

Christmas Day, New Years Day, Good Friday, Easter Saturday and Easter Monday (per 24 hours)

All other public holidays overnight (per night)

All other public holidays (per 24 hours)

Where an employee is instructed to be on-call for seven (7) consecutive days, such an employee will be paid an allowance for this period as set out in schedule D. This amount will be provided in lieu of entitlements prescribed in this clause unless public holidays are involved where the person will be paid the applicable daily rates.

### **23.3 Recall Rates**

- (a) Where an employee is recalled to work to perform duties outside their normal rostered hours, they will be paid a minimum of three (3) hours for such work.
- (b) The time calculated in the three hour period will include travel time.
- (c) Payment for any recall will be as follows:

Other than Public Holidays	Double time
Public Holidays	Triple time

- (d) Any subsequent callouts within the respective period of three (3) hours will not be regarded as a separate callout. Any time worked beyond this three (3) hour period will be paid for according to the actual time worked at the applicable rate referred to in clause 23.3(c). In addition, any recall occurring within the three (3) hour period shall incur a payment in accordance with schedule D.
- (e) Where an employee is recalled to perform work, and also required to use their own motor vehicle, the employee shall be reimbursed for the cost of travel from their usual place of residence to the workplace and return for each call out, in accordance with clause 23.4.
- (f) An employee who is recalled to work who does not use their own motor vehicle, is entitled to taxi vouchers for travel from their usual place of residence to the workplace and return for each call out. Fares over \$30 for each one-way journey need the Regional Manager approval.

### **23.4 Travel Allowances**

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance at the km rate prescribed by the ATO.

- (b) An employee required to work at a site outside their nominated home site will be paid an allowance at the ATO rate for the kms in excess of 10 km that they would otherwise have travelled from their place of residence to their nominated home site.
- (c) Where an employee is required in the course of the employee's work, to remain away from home overnight, the employer shall reimburse them for all reasonable expenses actually incurred in obtaining board and accommodation.

### **23.5 Meal Allowance**

- (a) If an employee works more than three (3) hours overtime (following a full shift) in any one day, the employee will be entitled to the following:
  - (i) a meal, paid for by the employer; or
  - (ii) a meal allowance as set out in schedule D.
- (b) A half hour meal break will be paid.
- (c) If the employee works an additional four (4) hours of overtime on the same day, the employee will be entitled to a further meal entitlement as above.

### **23.6 Additional Duties Allowance**

An incentive based system will form part of this agreement to reflect additional duties that an employee may undertake over and above those that are contained in the employee's Position Description. Examples of such additional duties include, but are not limited to:

- Radiation Safety Officer (RSO)
- Workplace Health and Safety Officer (WH&SO)

An additional duties allowance of 10% of the base wage of the employee per fortnight will be paid while employees are fulfilling one or more of the duties in the above areas. The allowance is 10% in all cases, meaning that the performance of more than one listed duty will not attract a higher allowance or an additional 10%.

For the avoidance of doubt, this allowance cannot be claimed in addition to the allowance in 23.1.

### **23.7 Uniforms**

- (a) Employees will be provided with uniforms which comply with appropriate safety standards and will be supplied to full time employees in accordance with the Employer's policy.
- (b) Casual and part-time employees' uniform allocation will be dependent on the number of hours that they work.



- (c) An allowance will be paid for laundry of the uniforms in accordance with schedule D.

**23.8 Cannulation Allowance**

- (a) Employees who have attended employer approved cannulation courses and have been “signed off” by a radiologist as being able to perform cannulation unsupervised shall be entitled to an allowance.
- (b) An allowance will be paid to those staff cannulating a minimum of 2 patients on any one day in accordance with schedule D. This must be recorded and it is the responsibility of the employee to keep a log of patients for cross referencing if needed.
- (c) It will be the responsibility of the employee to claim the allowance and have it authorized. The allowance is subject to approval by their Manager upon presentation of the log book with the time sheet.

**23.9 Higher Education Incentive**

- (a) An employee who holds an additional post graduate qualification which is of direct relevance to his or her current position or functional work area, shall be paid a higher education incentive as follows:

Post Graduate Qualification - 1 year	5% of MIT/ NMT Level 2 Year 1 rate
Post graduate Qualification - 2 years and over	7.5 % of MIT/ NMT Level 2 Year 1 rate
Masters	9% of MIT/ NMT Level 2 Year 1 rate
Doctorate	10% of MIT/ NMT Level 2 Year 1 rate

- (b) Only one Higher Education Incentive will be paid and the highest qualification will be paid.
- (c) Sonographer/MRI rates comprise of the higher education incentive for post graduate qualifications of 2 years and over. This clause will not apply to Sonographers/MRI Techs except for an allowance of 1.5% of MIT Level 2 Year 3 rate for a Masters and 2.5% of MIT Level 2 Year 3 for a Doctorate. This is the difference between the post graduate qualification and the higher masters or doctorate qualification.

**23.10 Parking Allowance**

Where an employee’s shift or call out finishes after 9pm and before 6am, and secured paid parking is available the employer will reimburse the cost incurred for the use of such parking.

## **PART 5 – HOURS OF WORK AND RELATED MATTERS**

### **24. ORDINARY HOURS OF WORK**

- 24.1 The ordinary working hours for a full time employee will be an average of 76 per fortnight.
- 24.2 The spread of ordinary hours of work will be between 6.15am and 8.45pm, Monday to Sunday.
- 24.3 The ordinary hours shall not exceed ten (10) hours in any one (1) day unless mutually agreed including but not limited to night shift work.

### **25. ROSTERS**

- 25.1 The ordinary working hours of employees shall be undertaken in accordance with an indicative roster prescribing starting and finishing times. A copy of the roster shall be posted in a conspicuous place on the employer's premises. Rosters will be posted fourteen (14) days in advance of the commencement whenever possible.
- 25.2 The Employer may change an employee's rostered hours, in consultation with the employee and by giving the employee forty-eight (48) hours notice, or such lesser period as mutually agreed.
- 25.3 Notwithstanding clause 25.1 and 25.2 in the case of an emergency, the employer may give the employee twelve (12) hours notice of a change of roster. If less than 12 hours notice is given of a change of roster, and if there is a material change to the roster in terms of either the location or time of work, the employee will be entitled to a payment set out in schedule D, to compensate for the inconvenience. For the purpose of this clause, a material change is one involving a change in location of more than 10 km from the initial rostered site and/or a change of more than 2 or more hours to the initial start or finish time.
- 25.4 Employees shall be allowed two (2) whole consecutive rostered days off in each week or, either of the following in lieu:
- (a) one day off in one week and 3 consecutive days off in the other week; or
  - (b) four (4) consecutive days off; or
  - (c) two (2) groups of two (2) consecutive days off.

### **26. COMPRESSED WORKING WEEK**

- 26.1 Should it suit the operational needs of the employer, an employee may request in writing, to work their ordinary weekly hours in accordance with either of the following arrangements:
- (a) A four (4) day working week. In such an arrangement, the employee shall work 38 ordinary hours per week in the form of 9.5 ordinary hours per day over four (4) days of the week within the ordinary spread of hours (Monday to

Sunday). The employee shall have three (3) rostered days off per week, at least two (2) of which shall be consecutive days; OR

- (b) A nine (9) day working fortnight. In such an arrangement, the employee shall work 38 ordinary hours per week in the form of 8.5 ordinary hours per day over any nine (9) days of the fortnight within the ordinary spread of hours (Monday to Sunday). The employee shall have five (5) rostered days off per fortnight, at least two (2) of which shall be consecutive days.
- (c) A nineteen (19) day working 4 week cycle. In such an arrangement the employee's normal workday is 8 hours, but a full-time employee will only need to work 19 days each four-week cycle (two pay periods). This means an employee works an average 38 hours a week or 7.6 hours per day for a five-day working week. The additional 0.4 hours goes towards the rostered day off, which is taken within the four-week period.

26.2 The days of the week and start and finish times will be as agreed between the employee and the Regional Manager.

26.3 Should a compressed working week arrangement no longer suit business needs the Regional Manager may vary this arrangement by giving four (4) weeks notice.

## **27. APPLICATION OF OVERTIME, PENALTIES AND PUBLIC HOLIDAYS**

Where an employee works hours which would entitle them to payment in accordance with overtime, shift and weekend penalties, allowances or public holiday provisions of this agreement, the highest of any such penalties or entitlement will be applied save that the shift allowance in 32.3 will be paid in addition to the highest penalty applied.

## **28. WEEKEND PENALTIES**

28.1 For all ordinary hours worked between midnight Friday and midnight Saturday, a day worker will be paid their ordinary hourly rate and an additional 50% loading.

28.2 For all ordinary hours worked between midnight Saturday and midnight Sunday, a day worker will be paid their ordinary hourly rate and an additional 100% loading.

28.3 A casual employee who works Saturday or Sunday will be paid a weekend loading in accordance with 28.1 and 28.2 in addition to the shift loading that would normally apply.

## **29. BREAKS**

### **29.1 Meal Breaks**

- (a) All employees will be entitled to a meal break of 30 mins when they work more than six (6) ordinary hours, unless otherwise mutually agreed between the Employer and the employees of each Centre.
- (b) In the case of employees on Day Shift the meal break will be unpaid.

- (c) In the case of employees on Morning Shift, Afternoon Shift or Night Shift, the rostered hours of duty are inclusive of meal times and no deduction shall be made from the employee's wages.
- (d) In circumstances where a day worker is directed to work through a scheduled unpaid meal break, and the meal break has been unable to be re-scheduled, the employee is to be paid at the appropriate overtime rate for that day for the duration of the scheduled meal break or have the entitlement accrue toward time off in lieu in accordance with Clause 30.3.

## **29.2 Rest Pauses**

- (a) Employees working six (6) hours or more in 1 shift may take a rest pause of 10 minutes duration in the first and second half of their shift.
- (b) Employees working less than six (6) hours in any one shift are entitled to one 10 minute rest pause.

## **30. OVERTIME**

### **30.1 Entitlement**

- (a) No employee shall work overtime unless requested by the employer. Payment for any overtime worked shall be claimed, adjusted, and made at the next ensuing date of payment of such employee.
- (b) All overtime must be authorised by the appropriate Regional Manager prior to being worked, unless an alternative arrangement is put in place by the employee's Manager at a particular workplace.
- (c) All overtime worked must be signed off by the appropriate Regional Manager subsequent to being worked. Non payment may result if this is not adhered to.
- (d) For the purpose of calculating overtime, each day of work stands alone.
- (e) Penalties for Afternoon Shift, Night Shift and Weekend Work shall not apply in addition to overtime payments.

### **30.2 Overtime Rates**

- (a) Full time employees who work more than 7.6 hours per day or 38 hours per week will be paid overtime at the rate of time and a half for the first three hours and double time thereafter except on Sundays which will be paid at double time.
- (b) A part time employee who on any given day works outside the ordinary rostered hours of full time employees employed in a similar position will be entitled to receive overtime payment at the rate of time and a half for the first three hours and double time thereafter, except on Sundays which will be paid at double time.

- (c) Where a part time employee works in excess of their agreed rostered hours on a Saturday or Sunday, these hours will be treated as overtime and be paid the rates set out in clause 30.2 (a).
- (d) Where an employee works overtime after 9pm following a rostered shift on any day, they will be paid at the rate of double time.

### **30.3 Time Off In Lieu (TOIL)**

- (a) In lieu of receiving payment for overtime, employees may, with the consent of the employer, take time off for a period of time equivalent to the period worked in of ordinary rostered hours of duty. Time in lieu shall be taken at a time agreed to between employer and employee of the overtime being worked.
- (b) Any accrual of such leave shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.
- (c) For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.
- (d) Time off in lieu may only accumulate for 8 weeks following which it will be paid out at the appropriate overtime rate.

### **30.4 Minimum Break**

- (a) The Employer will use its best endeavours to ensure a minimum break of:  
Nine (9) hours between shifts and:  
Ten (10) hours between a call-in and the commencement of another shift  
except where the first call in is after 4.30am.
- (b) An employee will be released from work without loss of pay until they have had 10 hours break in accordance with (a) above. The employee will therefore not attract a loss of pay for rostered hours (if they cannot return to resume) but will be expected to return to their rostered site to resume their duties after the minimum break period.
- (c) Furthermore, if the employee is unable to take the minimum break and is directed to work by management, overtime rates will apply until relevant minimum break is taken.
- (d) Overtime rates will not apply where an employee voluntarily commences a new shift without having taken the requisite minimum break, due to staff choosing to swap shifts to suit personal requirements.

## **31. SHIFT WORK**

31.1 The following definitions apply for shift work:

- (a) Shift worker: an employee regularly rostered to work ordinary hours on a Sunday or Public Holiday is a shift worker for the purpose of the National Employment Standards.
- (b) Morning Shift: Rostered ordinary hours commence after midnight and before 6.15am
- (c) Afternoon Shift: Rostered ordinary hours finish after 8.45 pm and at or before midnight
- (d) Night Shift: Rostered ordinary hours finish after midnight and at or before 6.15am.

31.2 The ordinary working hours of employees engaged to perform shift work shall not exceed an average of 76 hours over a two (2) week roster cycle.

31.3 Ordinary hours of work will be worked between Mondays to Sunday inclusive.

31.4 The ordinary hours will not exceed normal rostered hours and be worked within Morning Shift, Afternoon Shift or Night Shift roster in accordance the times set out in 31.1, Monday to Sunday (excluding meal breaks).

## **32. SHIFT LOADING**

32.1 The ordinary time loadings for Morning, Afternoon and Night Shift will be as follows:

Monday to Friday:

Morning Shift	20%
Afternoon Shift	20%
Night Shift	25%

32.2 The shift loadings prescribed in this clause are applicable to all rostered ordinary hours worked on the whole of each shift.

32.3 A shift allowance in accordance with schedule D will be paid on Night Shifts worked on weekends and public holidays.

## **PART 6 – LEAVE AND PUBLIC HOLIDAYS**

### **33. ANNUAL LEAVE**

33.1 Employees will be entitled to annual leave in accordance with the Fair Work Act 2009, so that every employee (other than a casual employee) covered by this agreement shall at the completion of each year be entitled to the following accrued annual leave entitlements:

- (i) Four (4) weeks annual leave per annum on a thirty eight (38) hour week basis for the first year of employment or five (5) weeks per annum for shift workers defined in 31.1 (a) of this agreement for the first year of employment.
  - (ii) as at the date of approval of this agreement, where an employee is in receipt of an annual leave entitlement that is in excess of that prescribed in 33.1(i) above during their first year of employment, such employee shall maintain that entitlement;
  - (iii) 190 hours per annum (ie five (5) weeks annual leave per annum on a thirty eight (38) hour week basis) thereafter;
  - (iv) in regard to employees engaged to perform night shift on a permanent basis (for a continuous period of at least six months in a twelve month period) with such shifts including public holidays and Sundays shall be entitled to an additional one week of annual leave.
- 33.2 Annual leave accrues for each 4 week period of continuous service.
- 33.3 When annual leave is taken, employees will be paid leave loading at the rate of 17.5% of the employee's ordinary rate of pay.
- 33.4 Annual leave shall be exclusive of any statutory holiday which may occur during the period of that annual leave.
- 33.5 Annual leave shall generally be paid during the normal pay cycle. However, the employee may request that annual leave be paid in advance. The employer shall not unreasonably refuse such a request.
- 33.6 Where an employee has accrued 4 or more weeks of annual leave, the employer may require an employee to take annual leave with the provision of at least 28 days' notice by the employer of the commencement of annual leave.
- 33.7 In respect of annual leave entitlements to which this clause applies, annual leave pay (including any proportionate payments), shall be paid at the employee's ordinary wage rate as prescribed by this agreement for the period of the annual leave.
- 33.8 Up to a maximum of eight (8) weeks annual leave may be accumulated by an employee, after which an employee will be required to take at least one full year's entitlement, unless otherwise agreed in writing between the employee and the employer.
- 33.9 To assist with exceptional circumstances and where the Employer agrees, employees may be paid some or all of their annual leave in advance. Annual leave paid in advance will have 17.5% leave loading paid with it. Any annual leave paid in advance may be recovered from the employee's final pay where the employee's employment is terminated before the entitlement to the amount of annual leave paid in advance has accrued to the extent permissible by law.
- 33.10 Any accrued, untaken annual leave will be paid out on termination at the employee's ordinary rate of pay at that time with the inclusion of leave loading applicable for a

maximum of four (4) weeks other than in circumstances of redundancy or resignation where it will be applied to all leave.

33.11 Pay in lieu of an amount of annual leave

- (i) Upon receipt of a written request by an employee, the employer may authorise the Employee to receive pay in lieu of an amount of annual leave.
- (ii) 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
- (iii) Where an employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

**34. PERSONAL LEAVE**

34.1 Permanent full-time employees (pro rata for part-time employees) are entitled to ten (10) days paid personal leave per annum, which shall accrue in accordance with the Fair Work Act 2009.

34.2 Personal leave may be used for either of the following two (2) reasons:

- (a) where the employee is ill or injured and unable to attend work; and
- (b) where the employee is responsible for the care of an ill or injured member of the employee's household or immediate family.

34.3 Employees must promptly notify their supervisor or Manager by phone as soon as possible and at the very least 1 hour before their rostered shift commences of the general nature and the likely duration of their illness/injury or that of the immediate family or household member for whom they are caring.

34.4 Employees are required to provide a medical certificate from a qualified medical practitioner for all personal leave if the employee has 2 or more consecutive working days off work.

34.5 Notwithstanding the previous provisions in this clause, where the employee has an unacceptable pattern of personal leave absences in the preceding 12 months, the employer will require that the employee produce a medical certificate for any further single day absences. In addition, the employer will require an employee to produce a medical certificate for personal leave before or after a public holiday, before or after a weekend or before or after a rostered day off.

34.6 Employees may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill or injured.

34.7 Continuity of employment with the employer for personal leave accumulation purposes shall be deemed to be not broken by any of the following:



- (a) absence from work on paid leave granted by the employer; or
- (b) The employee having been dismissed or stood down by the employer, or the employee having terminated their own employment with the employer, for any period not exceeding three months, where the employee is re-employed by the Employer; or
- (c) The period during which the employment of the employee with the Employer shall have been interrupted or determined in any of the circumstances mentioned in this clause will not be taken into account in calculating the period of employment of the employee with the employer.

### **35. LONG SERVICE LEAVE**

- 35.1 Subject to this clause 35, entitlements to long service leave are provided for under the *Industrial Relations Act 1999*, as amended
- 35.2 Notwithstanding clause 35(a), all permanent employees (pro rata for part-time employees) will accrue long service leave, from the date of approval of this Agreement, at the rate of 1.3 weeks per year of continuous service.
- 35.3 Long service requests will not be unreasonably withheld or deferred for more than six (6) months.
- 35.4 Long service can be taken in multiple instances of not less than two (2) weeks.
- 35.5 Subject to the approval of the Regional Manager, an employee may apply to take twice the amount of long service leave at half pay or half the amount accrued at twice the pay.

### **36. COMPASSIONATE LEAVE**

- 36.1 All permanent employees shall be entitled to paid compassionate leave per occasion on the death or serious illness of the following persons:

A member of the employee's immediate family. The term immediate family includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse, same sex partner) of the employee. A de facto spouse is a partner who lives with the employee as his or her partner on a bona fide domestic basis and shall include a person of the same gender; and
  - (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of a spouse of the employee.
- 36.2 On the death of an employee's spouse, father, mother, step-parent, brother, sister or child, the employer shall grant the employee leave without deduction of pay equivalent to the number of ordinary rostered hours worked by the employee over a 7 day period.

- 36.3 On the death of an employee's grandparent, grandchild, father or mother-in law, or brother or sister-in law the employer shall grant the employee leave without deduction of pay equivalent to the number of ordinary rostered hours worked by the employee over a 4 day period.
- 36.4 Notwithstanding subclause 36.2 and 36.3 above, no permanent employee shall receive less than two days paid compassionate leave per occasion.
- 36.5 At the request of an employee, the employer may allow the employee to access other leave entitlements or leave without pay for the purposes of taking further compassionate leave, which will not be unreasonably withheld.
- 36.6 Casual employees shall be entitled to unpaid compassionate leave.

### **37. JURY/WITNESS LEAVE**

- 37.1 A permanent employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage pursuant to this agreement, they would have received in respect of ordinary time they would have worked had they not been on jury service.
- 37.2 An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.
- 37.3 The period of payments of jury service shall be limited to the period prescribed under relevant Legislation.

### **38. PARENTAL LEAVE**

#### **38.1 General Entitlement**

Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended. In accordance with the provisions of the *Fair Work Act 2009*, eligible employees are entitled to a maximum of 52 weeks unpaid leave in regard to the birth or adoption of a child.

#### **38.2 Paid Parental Leave**

Paid Parental leave for permanent employees eligible for parental leave in accordance with subclause (a) shall be as follows:

##### **(a) Primary Care-givers**

Permanent employees eligible for parental leave in accordance with subclause (a) shall be entitled to twelve week's paid parental leave on the birth or

adoption of a child if they are the primary carer and have responsibility for the care of the child.

**(b) Non-Primary Care-giver**

Four days paid non-primary care giver parental leave will be made to any employee who qualifies for the applicable leave under the provisions of the agreement. The non-primary carer shall be entitled to an unbroken period of two days paid leave at the time of confinement of the primary care giver or, if relevant, placement. A non-primary care giver shall include a person of the same gender and shall include a de-facto partner.

- (c) However, paid parental leave and unpaid parental leave shall not exceed 52 weeks in total.
- (d) Paid parental leave shall be paid either as a lump sum upon the commencement of parental leave or as normal fortnightly payments, at the discretion of the employee.
- (e) In the case of an employee, who in the opinion of an appropriate medical practitioner had reduced the number of hours worked due to their pregnancy, the rate of pay will be that based on the hours of work immediately prior to this reduction occurring.
- (f) Where an employee has received payment in accordance with this clause, and the pregnancy subsequently results in miscarriage or stillbirth, the employee shall be entitled to retain such payment.
- (g) If you are eligible to receive payments under the Paid Parental Leave Act 2010 (Cth) (as in force at the date of the commencement of this Agreement) (the PPL) then for such time as the scheme operates in that form, the employer will pass on any of those entitlements in addition to any applicable payment under clause 38.2 (a) of this Agreement. In the event that the PPL is amended, or if a further scheme is introduced by the Government, which provides for a payment to you which exceeds the combination of the PPL entitlement in place on the commencement of this agreement and the entitlement under 38.2 (a), then the payment under clause 38.2 (a) of this agreement will be inclusive of and will absorb any increased payments under the amended PPL or other such new Government Scheme.

**38.3 Return to Work**

Employees returning to work from parental leave will be entitled to request flexible working arrangements in accordance with applicable legislation. This arrangement may be on a temporary or permanent basis as agreed between the employer and the employee.

**38.4 Pre-Natal Leave**

Where an employee is required to attend prenatal appointments and such appointments are only available or can only be attended during the ordinary rostered

shift of the employee then the employee, on production of satisfactory evidence to this effect, may access their personal leave credit for such purpose.

### **38.5 Right to request**

- (a) An employee entitled to parental leave pursuant to this clause may request the employer to allow the employee:
  - (1) to extend the period of simultaneous unpaid parental leave provided for herein up to a maximum of eight weeks;
  - (2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
  - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### **(c) Employee's request and the employer's decision to be in writing**

The employee's request and the employer's decision made under clauses 38.5(a) and 38.5(b) must be recorded in writing.

#### **(d) Request to return to work part-time**

Where an employee wishes to make a request under clause 38.5(a) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

### **38.6 Communication during Parental leave**

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 36(a).

### **39. SABBATICAL LEAVE**

All employees are entitled to a minimum 6 months full time unpaid leave after 7 years of employment to undertake research or study as approved by the employer.

Approval of sabbatical leave is subject to submission by the employee to management of an acceptable proposal, which meets operational requirements and conforms to all approval processes.

No leave entitlements shall accrue during this period. Leave shall be part of the employee's continuous service.

### **40. STUDY LEAVE**

#### **40.1 Examination and Study Leave for Post Graduate or Other Relevant Studies**

- (a) The employer encourages members of staff to pursue relevant post graduate or other studies and gain qualifications, in line with the needs of the company. Employees shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications in courses that are considered relevant, and approved by the Regional Manager.
- (b) The amount of leave to be granted shall be such as to allow the employee to proceed to the place of examination and undertake the exam and in addition allow one clear working day prior to the examination, for study purposes. If the exam is undertaken in the morning, the employee will be expected to attend work in the afternoon.
- (c) Any leave granted under the provisions of this clause shall be exempt from and in addition to the provisions of the "Annual leave" clause of this Agreement.
- (d) As part of an approved course, staff may apply to use such leave as study leave to attend workshops, seminars and compulsory attendance sessions.
- (e) Examination/study leave shall be capped at a total of 8 days per year (pro-rata for part-time staff) from the date of approval of this Agreement.
- (f) The employer shall not unreasonably withhold approval for such leave. Application should be made to the relevant supervisor, where possible, at least four (4) weeks before the requested dates.

#### **40.2 Professional Development/Conference Leave**

- (a) The employer has traditionally ensured that operating budgets make reasonable provision for the ongoing professional development of staff. The Employer will encourage all staff to attend seminars and conferences on a regular basis provided that they are relevant to the employment at the establishment and the site at which the employee works.
- (b) The employer further agrees that full-time employees will be entitled to three days professional development/conference leave per year. Part time Employees will be entitled to professional development/conference leave on a pro-rata basis with a minimum of 1 days paid professional development/conference leave per year. This leave is in addition to other leave entitlements in the Agreement. To access the benefits of this provision it is the responsibility of the employee to make an application for this leave.
- (c) This leave is to be taken within each calendar year and is cumulative to a maximum of two calendar years.
- (d) An application for this leave, nominating the preferred date(s) will be made in writing providing a brief description of the nature of the professional development activity to be undertaken. The application may be for research, attendance at seminars and/or conferences.
- (e) This application shall be made at least six weeks' prior to the requested date(s) and shall be approved by the Regional Manager. The application shall not be unreasonably refused. Such application shall be made and considered in accordance with the Employer's policy.
- (f) Any reimbursement to the employee will occur after the completion of the conference/seminar with the intention of providing a satisfactory written or verbal report to the Regional Manager and presentation of such report to colleagues.

#### **41. MILITARY LEAVE**

The employer is committed to supporting staff who are members of the Australian Defence Force (ADF). Applications are subject to approval by the Regional Manager.

#### **42. RECOGNISED PUBLIC HOLIDAYS**

42.1 All permanent employees shall be entitled to the following paid gazetted public holidays:

- New Years Day
- Australia Day
- Good Friday
- Easter Saturday (the day after Good Friday)
- Easter Monday
- Anzac Day

Labour Day  
Queen's Birthday  
Christmas Day  
Boxing Day.

- 42.2 Employees are also entitled to any public holiday that is gazetted in the employee's State, Territory or locality. For example: a State or regional show public holiday.
- 42.3 Part-time employees normally rostered to work on a day of the week on which a public holiday falls shall, if not required to work on that holiday, be paid at ordinary rates for the actual number of hours that the employee would normally work on such day.
- 42.4 All hours worked on public holidays are to be paid in accordance with 43.1 save for recall which will be paid in accordance with clause 23.3 of this agreement.
- 42.5 If under a law of a state or territory a day or part day is substituted for a day or part day that would otherwise be a public holiday because of clause 42.1 above then the substituted day is the public holiday for the purpose of this clause. This clause does not however apply to Christmas Day.

#### **43. PUBLIC HOLIDAY PAY ENTITLEMENT**

- 43.1 Where an employee is rostered to work on a public holiday as recognised in clause 42.1, the employee may elect to either:
- (a) be paid the rate of time and a half of their ordinary rate of pay and receive a substitute day off for the public holiday; or
  - (b) be paid at double time and a half of their ordinary rate of pay for all hours worked on the public holiday, and will not receive a substitute day off for the public holiday.

#### **MISCELLANEOUS PROVISIONS**

##### **44. PROFESSIONAL REGISTRATION**

- 44.1 The employer will reimburse such employees with any APHRA, ASAR, ANZSNM, or Radiation Health Licence Queensland fee if relevant and required to perform the employee's role on receipt of evidence of payment by the employee. The employer must be presented with a copy of the above licenses and registration for inclusion in HR files. Non-compliance may result in with-holding of the allowance.
- 44.2 On commencement of employment a current copy of the registration and licence must be provided to the Employer.

##### **45. REPRESENTATIONAL RIGHTS**

- 45.1 Leave to attend trade union and union delegate courses/seminars shall be as follows:

- (i) To a maximum of 3 days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, shall be available for the purpose of trade union training, union delegate courses, seminars provided that:
  - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
  - (2) that two weeks period of notice is provided to the employer;
  - (3) the approval of leave must have regard to the operational requirements of the employer;
  - (4) this leave shall be paid at the ordinary time rate of pay.

45.2 Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.



**SIGNATURES**

Signed for and on behalf of } Signature: .....  
Southernnex Pty Ltd }

Name and title .....

Address .....

.....

In the presence of: Signature: .....

Print Name: .....

Date

Signed on behalf of the } Signature:.....  
Employees }

.....  
Name and authority to sign on behalf of the Employees

In the presence of: Signature:.....

Print Name.....

Date

## **SCHEDULE A: CLASSIFICATIONS**

### **General**

The classification structure was developed in order to establish a systematic approach to wages, skills development, training and proficiency assessment.

The classification structure is set out below.

Employees may access pay increments by progressing up the classification structure or increasing their proficiency levels.

Employees will be classified or appointed to the appropriate classification as determined by the Employer in accordance with the Employer's standard practice.

Progression between levels within the Classification structure shall be in accordance with the following provisions:

For PDY employees:

Progression to Level 2 shall be dependent upon the successful completion of the PDY program.

Movements between the remaining levels shall be based on the attainment of the required skills, knowledge and qualifications in accordance with the classification structure.

For all employees:

Should an employee voluntarily cease to utilise the skills required within a classification, they may be re-classified to the appropriate level.

An employee is eligible for an assessment of their classification after completing 12 months continuous service at their current classification, provided that a newly qualified employee may be reclassified after 6 months of continuous service. Part-time and casual employees are eligible once they have completed twelve months continuous service.

The employee must apply to their direct supervisor for an assessment of their classification. The employee must be able to demonstrate that they have the required skills and proficiency to be classified at the higher level. A decision made regarding the employee's classification will be subject to approval by the Regional Manager.

Progression between Proficiency Levels (Grades) within each classification shall be on the following basis:

Progression of employees between proficiency levels within each classification shall be upon assessment of a higher proficiency level.

An employee may apply for an assessment at six monthly intervals.

An employee's direct supervisor will complete or organise these assessments as appropriate, the final decision on which is subject to approval by the Regional Manager.

## **Classifications**

### **MEDICAL IMAGING ASSISTANTS**

#### **LEVEL 1 GENERAL**

##### **Typical Duties and Skills**

Duties and skills of Medical Imaging Assistants at this level may include

- Registering and editing patient's details in computer systems
- Prepare and give patients preparations for their examination
- Preparing and maintaining examination rooms
- Linen ordering and stocking
- Film sorting and labelling, packet labelling and delivery of films
- Stock keeping and replenishment
- Machine start up
- Chaperone for US procedures
- Manual handling of patients
- Equipment Cleaning
- Correctly identify patient
- Maintaining infection control standards
- Liaise with patients and staff and answer simple questions within scope
- Knowledge of manual handling techniques
- Knowledge of imaging equipment
- Knowledge of safety considerations within Medical Imaging
- Knowledge of hazards of MRI where applicable
- Knowledge of workplace health and safety
- Knowledge of hazards of iodising radiation
- Knowledge of basic patient care

##### **Progression within a Level**

Medical Imaging Assistants may apply for reclassification to a higher level (intermediate or advanced skills) after a 3 month period, subject to satisfactory achievement of all skills at this level. Applications are to be made to the Regional Manager.

#### **LEVEL 2 INTERMEDIATE**

##### **Typical Duties and Skills**

Duties and skills of Medical Imaging Assistants at this level will include all General MIA skills along with the following:

- Positioning patients for their examination
- Preparing contrast injector and drawing up IV contrast
- Removal of IV cannula
- Set up and assist with minor procedures

- Labelling of MRI films
- Set up and assist with minor interventional procedures
- Initial evaluation of request to facilitate exam preparation
- Coordinate patient movement and flow
- Identify/screen patients for limiting factors regarding mobility and cooperation
- Ability to assist with emergency situations

### **Progression within a Level**

Medical Imaging Assistants may apply for reclassification to a higher level (advanced skills) after a 3 month period, subject to satisfactory achievement of all skills at this level. Applications are to be made to the Regional Manager.

### **LEVEL 3 ADVANCED**

#### **Typical Duties and Skills**

Duties and skills of Medical Imaging Assistants at this level will include all General MIA and Intermediate MIA skills and at least two of the following:

- IV Cannulation with certification
- Set up and assist with advanced interventional procedures
- Ordering and management of department stock
- Assisting with image QA and post processing
- Input of nuchal data into software
- Performing ABI for sonographers
- Assisting with Bone Densitometry studies

## **MIT CLASSIFICATIONS**

### **LEVEL 1 – PROFESSIONAL DEVELOPMENT YEAR**

An employee completing their Professional Development Year (PDY) shall mean a person who:

- has completed a Bachelor of Applied Science (Medical Imaging) or equivalent as accredited by the Australian Institute of Radiology (AIR)
- holds provisional accreditation with the AIR as a PDY Imaging Technologist;
- holds a current radiation licence with Radiation Health (Queensland);
- works under the recommended guidelines of the Medical Radiation Technologists Board;
- is undertaking a supervised training program in an AIR approved centre;
- works under supervision.

### **LEVEL 2 – GENERAL MIT**

Employees at this level have completed a Bachelor of Applied Science (Medical Imaging / Nuclear Medicine) or equivalent as accredited by the AIR and have successfully completed their PDY in an AIR approved department under a mentor program supervised by the AIR, and have attained accreditation with the AIR.

Such employees must hold a licence with Radiation Health (Queensland) and be registered with the Medical Radiation Technologists Registration Board of Queensland.

Basic work performed at this level is likely to be without supervision, while advanced techniques/procedures are performed with guidance.

Participates in weekend and on call work as rostered.

#### **Progression within a Level**

Level 2 contains six (6) pay points which provide for automatic yearly service increments (pro rata for part time employees). An employee may progress to a higher pay point following the year of qualification, without having progressed through all pay points at a lower level, at the discretion of the Regional Manager.

MIT's at this level can only apply for reclassification to another level after 3 yrs experience as a qualified MIT, inclusive of PDY year. MIT's training in advanced modalities such as CT or mammo may apply for re-classification to a higher level. Applications to be addressed to the Regional Manager.

#### **Typical Duties & Skills**

In addition to the requirements of Level 1, typical duties and skills at this level include:

- All general techniques without supervision;
- Basic techniques including screening and OT;

- Basic knowledge of equipment operation and ability to identify general equipment faults;
- May perform basic specialist procedures in advanced modalities, including CT examinations of the brain, spine and abdomen, women's imaging (with no accreditation) and BMD, where the performance of such modalities are available at the particular site;
- Has the ability to assist radiologists with complex radiological procedure:
- Extra duties may include:
  - Quality assurance
  - Stock Ordering and control
  - OH&S, RSO duties
  - Rostering of staff

### **LEVEL 3 (GRADE 1) – INTERMEDIATE SKILLS**

Employees at this level have completed a Bachelor of Science (Medical Imaging) or equivalent as accredited by the Australian Institute of Radiology (AIR) and must have a minimum of three (3) years' experience as diagnostic Radiographer.(inclusive of PDY).

Such employees must hold a licence with Radiation Health (Queensland) and be registered with the Medical Radiation Technologists Registration Board of Queensland.

All routine work performed at this level is without supervision. Some advanced techniques and procedures may require guidance.

In addition to requirements of Level 2, an MIT at this level will:

- extend their knowledge of their chosen modality through attendance at scientific meetings and conferences at both local and national level;
- provide assistance to the section head in training, developing and coordinating a team in their modality;
- have thorough theoretical and practical understanding of their modality and equipment and possess the ability to manipulate or create protocols where required and complete examinations without preset protocols in a timely manner.
- high level teamwork and communication skills.

### **Typical Duties & Skills**

A radiographer in this category will further meet the following three criteria:

1. **CT:** Competent in all areas of CT as demonstrated by:
  - a. an evaluation of their skills by a modality head or a chief radiographer **and** a radiologist; and
  - b. successful completion of the AIR CT Intermediate Practitioner Level exam
  - c. competency in the use of advanced software packages relevant to your position.

or

2. **Mammo:** Competent in all areas of mammo as demonstrated by:
  - a. An evaluation of their skills by a modality head or a chief radiographer **and** a radiologist; and
  - b. successful completion of an AIR accredited mammography course; and
  - c. ability to perform all general Mammography including specialised views unsupervised in accordance with set protocols and to a high standard within a contract setting (breast screen)
3. A thorough understanding of the equipment in their nominated site and is able to assess and/or remedy a range of operational problems that may arise.

### **LEVEL 3 (GRADE 2) – ADVANCED SKILLS**

Employees at this level have completed a Bachelor of Science (Medical Imaging) or equivalent as accredited by the Australian Institute of Radiology (AIR) and must have a minimum of five (5) years experience as diagnostic Radiographer of which two (2) years must have been as a Level 3 (Grade1) – Advanced Skills (inclusive of PDY). Applications to be addressed to the Regional Manager.

Such employees must hold a licence with Radiation Health (Queensland) and be registered with the Medical Radiation Technologists Registration Board of Queensland.

As well as satisfying the qualifications for a Level 3, Grade 1 MIT, employees at this level:

- be fully competent in all advanced procedures as determined in the skills assessments of advanced modalities and can work alone and unassisted in all situations.
- be accountable for the quality and productivity of the work performed by both themselves and those staff of lesser classification when they are the most senior staff member rostered to the area.
- have successfully completed the AIR CT Advanced Practitioners level examination.
- contribute to the professional development of the unit, including in-service presentations, mentoring, coaching and sharing knowledge with others and is actively involved in conferences and seminars
- assist the supervisor of the department if required with the development and conduct of formal training programs and processes.

### **Typical Duties & Skills**

As well as performing the duties of a Level 3 Grade 1 radiographer, radiographers in this level are fully competent on workstations in advanced vascular techniques and are able to teach advanced applications, ie. Cardiac and colon,CTA, DSA CT reconstructions/APC workstation.

### **LEVEL 4 – MODALITY SUPERVISOR / CHIEF MIT / SECTION HEAD**

Employees at this level have completed a Bachelor of Science (Medical Imaging) or equivalent as accredited by the Australian Institute of Radiology (AIR) and may have

successfully completed postgraduate qualifications in an advanced modality. Such employee will have a minimum of five (5) years experience as a qualified diagnostic Radiographer.

Such employee must hold a licence with Radiation Health (Queensland) and be registered with the Medical Radiation Technologists Registration Board of Queensland.

Work at all levels is performed without supervision. Such employees will be responsible for the supervision, rostering and training of employees within their work area. Establishing positions at this level will only occur where deemed appropriate by the Regional Manager or General Manager.

### **Typical Duties & Skills**

In addition to the requirements of Level 3, indicative typical duties and skills at this level include:

- Supervision of one or more specific areas/modalities requiring extensive knowledge, performance and managerial skills;
- Active involvement in a career development program;
- Significant education and training responsibilities;
- Ability to identify and implement strategies in accordance with organisation objectives;
- High level administrative and management responsibilities, dependent on Grade;
- Coordinating and participating in the development of all procedures and protocols required for departmental Accreditation;
- ‘In charge’ or responsible for the management of a specific site (large and small), and/or complex and non complex modality, and/or large modality over a region, or is chief MIT for a whole department or region, as determined by Grade;

Employees at this level are categorised into 4 grades;

#### **(a) GRADE ONE: Modality Supervisor**

An employee in this grade is “in-charge” of modalities such as General Radiography, BMD or Mammography, independent of how many FTE’s they are supervising.

#### **(b) GRADE TWO: Complex Modality Supervisor**

An employee in this grade is “in-charge” of a complex modality, independent of how many FTE’s are under their supervision. Complex modalities include CT, MRI, DSA and Ultrasonography.

#### **(c) GRADE THREE: Site manager < 12 FTE’s**

An employee in this grade is “in-charge” of a small comprehensive site, which would provide the services of at least three modalities. These modalities include General Radiography, CT, MRI, Nuclear Medicine, BMD, Ultrasonography, Mammography, and DSA suites.

The total number of FTEs does not exceed 12.

FTEs do not include Administration staff or Radiologists.



**(d) GRADE FOUR (Chief MIT,s / Site Mangers > 12 FTE,s / Regional Modality Manager):**

**Chief MIT/ Site Manager > 12 FTE's**

An employee at this level is “in-charge” of a large site or department, and is titled as either the Site Manager or Chief MIT.

They are responsible for sites that are fully comprehensive, with almost all modalities catered for, including General Radiography, BMD, Mammography, Nuclear Medicine, and / or PET, CT, MRI, DSA and Ultrasonography.

They are responsible for all Nursing and MIA staff at their site.

The number of FTEs must exceed more than 12 FTE,s.

**Regional Modality Manager i.e. > 3 sites**

An employee at this level is responsible for a complex modality across a number of practices throughout the Employer, but not at the same premises. A modality manager will be appointed to this regional role at the discretion of the Regional Manager or General Manager.

Even though different employees operate the modality equipment at each of these different sites, the ultimate responsibility will fall on the Regional Manager.

## MRI

### **LEVEL 1 – TRAINEE**

Employees at this level have completed a Bachelor of Science (Medical Imaging) or equivalent as accredited by the Australian Institute of Radiography (AIR) and successfully completed or are committed to completing AIR Magnetic Resonance Advisory Panel Level 1 Accreditation examination.

Employees at this level must have at least two (2) years postgraduate clinical experience in CT. Ideally, employees should have 12 months experience with the Employer.

Such employee must hold a Licence with Radiation Health (Queensland) and be registered with the Medical Radiation Technologists Registration Board of Queensland.

All work performed at this level is supervised.

#### **Typical Duties & Skills**

Indicative typical duties and skills at this level include:

- Perform MRI examinations to required standards of quality under supervision and direction of the radiologist responsible.
- Demonstrated commitment to continuing personal and professional development.

### **LEVEL 2 – ACCREDITED LEVEL 1 (1<sup>st</sup> and 2<sup>nd</sup> years)**

Employees at this level have completed a Bachelor of Science (Medical Imaging) or equivalent as accredited by the Australian Institute of Radiography (AIR) and have attained an AIR Magnetic Resonance Advisory Panel Level 1 Accreditation certificate.

Employees at this level have successfully completed the six (6) month Traineeship at Level 1 of this classification.

Such employee must hold a Licence with Radiation Health (Queensland) and be registered with the Medical Radiation Technologists Registration Board of Queensland.

Basic work performed at this level is without supervision, while advanced techniques/procedures are performed with guidance.

#### **Typical Duties & Skills**

In addition to the requirements of Level 1, indicative typical duties and skills at this level include:

- Proficient in carrying out routine MRI examinations with minimal supervision.
- Competent in IV Cannulation
- Participates in weekend work and on call rosters.
- Demonstrated commitment to continuing personal and professional development, attends staff meetings and user groups.

### **LEVEL 3 ACCREDITED LEVEL 1 (3<sup>rd</sup> year and greater)**

Employees at this level have completed a Bachelor of Science (Medical Imaging) or equivalent as accredited by the Australian Institute of Radiography (AIR) and have attained an AIR Magnetic Resonance Advisory Panel Level 1 Accreditation certificate. Ideally, an employee at this level is actively working towards the achievement of Level 2 Accreditation.

Employees at this level must have two (2) years or more clinical experience as a Level One MRI Radiographer. Such employee must hold a Licence with Radiation Health (Queensland) and be registered with the Medical Radiation Technologists Registration Board of Queensland.

A radiographer at this level is accountable for the quality and productivity of the work performed by both themselves and those staff of lesser classification when they are the most senior staff member rostered to the area.

Basic work at this level is performed without supervision while advanced techniques/procedures may be performed with guidance.

There are 4 yearly FTE increments in this level.

#### **Typical Duties & Skills**

In addition to the requirements of Level 2, indicative typical duties and skills at this level include:

- Proficient in carrying out routine procedures without supervision
- Demonstrated commitment to learning advanced techniques/procedures

### **LEVEL4(a) – SENIOR LEVEL 2 OR ADVANCED TECHNIQUES**

Employees at this level have completed a Bach of Science (Medical Imaging) or equivalent as accredited by the Australian Institute of Radiography (AIR) and have attained an AIR MRI Advisory Panel Level 1 Accreditation Certificate. An employee at this level has additionally either achieved AIR Level 2 Accreditation OR proficiency in at least 2 advanced skill area. (Advanced Neuro, Cardiovascular and Research projects)

Employees at this level must have at least four years clinical experience as an MRI Radiographer. Such employee must hold a Licence with Radiation Health (Queensland) and be registered with the Medical Radiation Technologists Registration Board of Queensland.

Work at all levels is performed without supervision. Such employees will be responsible for the supervision and training of employees within their work area.

Radiographers at this level:

- Have a thorough theoretical and practical understanding of their modality and equipment and possess the ability to manipulate or create protocols where required and complete examinations without preset protocols in a timely manner.

- Are involved with non routine examinations including cardiac examinations and research projects.

### **Typical Duties & Skills**

In addition to the requirements of Level 3, indicative typical duties and skills at this level include:

- Proficient in carrying out both routine and advanced MRI procedures without supervision; or if level 2 Accreditation has been achieved, demonstrated commitment to learning advanced techniques.
- Provision of assistance to the section head in training, developing and coordinating a team of MRI Radiographers
- High level of teamwork and communication skills;
- Demonstrated commitment to continuing personal and professional development, attendance at staff meetings and user groups.
- Committed to the process of continuous improvement of MRI services.

### **LEVEL 4(b) – SENIOR (SUPERVISOR)**

Employees at this level have completed a Bach of Science (Medical Imaging) or equivalent as accredited by the Australian Institute of Radiography (AIR) and have attained an AIR MRI Advisory Panel Level 2 Accreditation certificate. An employee at this level has additionally achieved proficiency in at least 2 advanced skill areas. (Advanced Neuro, Cardiovascular and Research projects).

Employees at this level are responsible for the supervision and training of employees within their work area. In addition to Level 3 indicative duties and skills at this level include:

- Provision of assistance to the section head in training developing and coordinating a team of MRI radiographers
- Acting as position on Section Head during periods of absence.

### **LEVEL 5 – IN CHARGE/SECTION HEAD**

Employees at this level have completed a Bachelor of Science (Medical Imaging) or equivalent as accredited by the Australian Institute of Radiography (AIR) and have attained or are in the process of attaining an AIR Magnetic Resonance Advisory Panel Level 2 Accreditation certificate.

Such employee must hold a Licence with Radiation Health (Queensland) and be registered with the Medical Radiation Technologists Registration Board of Queensland.

Work at all levels is performed without supervision. Such employees will be responsible for the supervision, rostering and coordinate the training of employees within their work area.

## **Typical Duties & Skills**

In addition to the requirements of Level 4, indicative typical duties and skills at this level include:

- Proven ability to lead, train, develop and co-ordinate a team of MRI Radiographers.
- Demonstrated commitment to continuing personal and professional development.
- Committed to the process of continuous improvement of MRI services.

## **NUCLEAR MEDICINE**

### **LEVEL 1 – PROFESSIONAL DEVELOPMENT YEAR**

An employee completing their PDY shall mean a person who:

- has completed a Bachelor of Applied Science (Nuclear Medicine Technology) or equivalent as accredited by the ANZSNM;
- holds provisional accreditation with the ANZSNM as a PDY nuclear medicine technologist;
- holds a current radiation licence with Radiation Health (QLD);
- works under the recommended guidelines of APHRA;
- is undertaking a supervised mentor program in an ANZSNM / APHRA approved centre; and
- works under supervision.

### **LEVEL 2 – GENERAL**

- Employees at this level have successfully completed their PDY in an accredited Nuclear Medicine Department under a mentor program supervised by the ANZSNM / APHRA, and have attained full accreditation with the ANZSNM.
- Such an employee must hold a licence with Radiation Health (QLD) and be registered with APHRA.
- An employee at this level performs all basic Nuclear medicine procedures without supervision, while advanced techniques/procedures are performed with guidance
- Competent in IV Cannulation
- There are yearly increments for staff in this category
- Participates in weekend work and on call rosters.

#### **Progression within the Level**

Level 2 contains six (6) pay points which provide for automatic yearly service increments (pro rata for part time employees). An employee may progress to a higher pay point following the year of qualification, without having progressed through all pay points at a lower level, at the discretion of the Regional Manager.

NMT's at this level can only apply for reclassification to another level after 3 yrs experience as a qualified NMT, inclusive of PDY year. Applications to be addressed to the Regional Manager.

#### **Typical Duties & Skills**

An employee at this level performs all routine Nuclear medicine procedures without supervision, while advanced techniques/procedures are performed with guidance.

Staff at this level must also:

- have the ability to adjust pre-set protocols to suit individual cases
- be accountable for their work, quality and productivity

- be capable of assisting other staff members, and may be required to train or supervise
- performs Bone scans, Myocardial studies, Lung scans, Thyroid scans, Brain scans, Biliary scans, Renal scans, Gastrointestinal studies, Lymph studies, administration of therapy doses and Quality Control (Camera and HotLab)
- perform basic PET studies
- Extra duties may include:
  - Quality assurance
  - Stock Ordering and control
  - OH&S, RSO duties
  - Rostering of staff

### **LEVEL 3 (GRADE 1) – ADVANCED SKILLS**

In addition to all of the requirements of Level 2, an NMT at this level will typically exhibit the following qualities:

- A willingness to extend their knowledge through attendance at scientific meetings and conferences at both local and national level
- A willingness to provide assistance to the section head in training, developing and coordinating the team in Nuclear Medicine
- Committed to the process of continuous improvement of services
- Have a thorough theoretical and practical understanding of their modality and equipment and possess the ability to manipulate or create protocols where required and complete examinations without preset protocols in a timely manner
- High level of teamwork and communication skills
- Must have a minimum of three (3) years experience as a qualified Nuclear Medicine Technologist. (Inclusive of PDY)
- All routine work performed at this level is without supervision, some advanced techniques and procedures may require guidance.

### **Typical Duties & Skills**

- An employee at this level performs all routine Nuclear medicine procedures without supervision and is competent in performing advanced Nuclear Medicine Procedures including all PET procedures
- The employee must be able to perform Bone scans, Myocardial studies, Lung scans, Thyroid scans, Brain scans, Biliary scans, Renal scans, Gastrointestinal studies, Lymph studies, administration of therapy doses ( Y90,P32, I131 capsules & Sr89)
- The employee must be able to perform daily, weekly and 6-monthly Quality Control procedures (PET Scanner, Gamma Camera and Hot Laboratory work)
- The employee must be able to perform all PET studies, including cerebral and cardiac work
- The employee must have a Radiation Health and APRHA approved certificate, enabling them to operate a diagnostic CT, for attenuation and localisation work, that complements both SPECT and PET studies.

### **LEVEL 3 (GRADE 2) – ADVANCED SKILLS**

An NMT at this level will typically exhibit the following qualities:

- NMT's in this level are deemed fully competent in all advanced procedures as determined in the skills assessments of advanced modalities and can work alone and unassisted in all situations
- An NMT at this level is accountable for the quality and productivity of the work performed by both themselves and those staff of lesser classification when they are the most senior staff member rostered to the area
- Possesses a thorough understanding of the equipment in their nominated site and is able to assess and/or remedy a range of operational problems that may arise.

As well as satisfying the qualifications for a Level 3, Grade 1 NMT, in this classification the employee will typically perform the following duties:

- Directly involved with research projects
- Liaises with other members of the multi-disciplinary hospital team, including Radiologists, other Specialists, nurses, allied health, administration and the Regional Manager to contribute to quality improvement processes
- Contributes to the professional development of the unit, including in-service presentations, mentoring, coaching and sharing knowledge with others. Active involvement in conferences and seminars
- May be required to assist the supervisor of the department with the development and conduct of formal training programs and processes
- Must be able to stand in for department head if necessary
- Must have a minimum of five (5) years experience as a qualified Nuclear Medicine Technologist. (Inclusive of PDY).

### **LEVEL 4 – SECTION HEAD / REGIONAL MODALITY MANAGER**

In addition to all of the requirements of Level 3 Grade 2, an NMT at this level must have a minimum of five (5) years experience as a qualified Nuclear Medicine Technologist.

Work at all levels is performed without supervision. Such employees will be responsible for the supervision and training of employees within their work area.

#### **Typical Duties & Skills**

Indicative typical duties and skills at this level include:

- Supervision of one or more specific areas requiring extensive knowledge, performance and managerial skills
- Highly motivated and actively involved in a career development program;
- Significant education and training responsibilities
- Ability to identify and implement strategies in accordance with organisation objectives
- High level administrative and management responsibilities, dependent on Grade



- Coordinating and participating in the development of all procedures and protocols required for departmental Accreditation
- ‘In charge’ or responsible for the management of a specific site (large and small), and/or large modality over a region, or is chief NMT for a whole department or region, as determined by Grade.

Employees at this level are categorised into 3 grades:

**(a) GRADE ONE: Section head (department up to 3 FTE’s)**

In addition to Level 3 (Grade 12), the employee may be solely responsible for the running of a provincial, remote or small metropolitan Nuclear Medicine site.

As well as the employee being responsible for the scheduling and operation of services at their small site/s, they must possess excellent communication and interpersonal skills, as well as performing clinical duties and some associated administrative duties.

This person may be solely responsible for:

- Coordination with administration staff in regards to patient bookings, time allowances and patient preparation for studies
- The ordering of consumables such as “cold kits” some injection supplies and some radiopharmaceutical quality control supplies
- Gamma Camera quality control and regular services
- Developing and updating protocols specific to the site
- Teaching and training of new staff to the site (to relieve in situations of annual leave, sick leave etc.).

If an employee does not hold the recommended five years experience, they may still be considered at this level, if they are seen to be fulfilling all of the above criteria and responsibilities. Such duties and performance must be considered and approved by the Regional Manager or General Manager after a formal application from the employee.

**(b) GRADE TWO: Section Head (department greater than 3 FTE’s)**

In addition to Level 3 (Grade 12), the employee is responsible for the running of a large metropolitan Nuclear Medicine site.

As well as the employee being responsible for the scheduling and operation of services at their large site, they must possess excellent leadership, communication and interpersonal skills, as well as performing clinical duties and some associated administrative duties.

- An employee at this level is “in-charge” of a large site or department, and is titled as either the Site Manager or Chief NMT
- An employee at this level performs a combination of both clinical and administrative duties
- Duties may include policy and procedure development and implementation, as well as providing feedback and performance appraisals of less experienced staff to the Regional Manager
- The employee is responsible for providing managerial support to either the Regional Manager or General Manager

- The employee may be responsible for all Nursing, MIA and Administrative staff at their site, as they relate to Nuclear Medicine
- The employee must possess an understanding of Hospital and departmental administration, as well as a working knowledge of purchasing requirements.

**(c) GRADE THREE: Regional Modality Manager**

In addition to all previous levels:

- An employee at this level has ultimate responsibility for service standards, patient throughput, continuing education, research, training of NMT's and students over all Nuclear Medicine sites within a defined region (as determined by the Regional Manager or General Manager)
- An employee at this level, has no less than 3 large Nuclear Medicine departments including a PET facility, or 5 small departments under their direction
- Duties include: HR management, recruitment and selection of personnel, complaint handling, departmental accreditation, QA maintenance, financial, expenditure and resource management
- Other duties may include Administration and clinical management, delegation and negotiation skills and development, implementation of policies and procedures, as well as developing strategic business plans across the Nuclear Medicine business
- An employee at this level can perform a combination of both clinical and administrative duties when required.

## **SONOGRAPHERS**

The classification structure was developed in order to establish a systematic approach to wages, skills development, training and proficiency assessment.

The employee shall be classified at or appointed to the appropriate classification as determined by the employer

### **STUDENT/ TRAINEE**

#### **Year 1**

A first year trainee sonographer must be undertaking an ASAR approved course in Medical Ultrasound and be undertaking practical training under supervision.

#### **Year 2**

A trainee sonographer at this level must have completed more than 50% of their university requirements with satisfactory assessments. Such employees require minimum supervision to perform basic scans.

### **GENERAL**

#### **Level 1**

An employee at this level must be able to perform the following examinations unsupervised:

- Abdomen
- Pelvic
- Breasts
- Small parts
- Obstetrics
- Vascular: carotid, leg DVT
- Basic MSK

### **INTERMEDIATE**

#### **Level 1**

An employee at this level must be able to perform all the examinations from the General Level as well as three of the following unsupervised within the required time frame:

- Vascular: arm arteries, leg arteries, renal and abdominal vessels
- Advanced vascular: CVI, AV Fistula
- Advanced MSK: ankle, wrist, elbow
- Nuchal Translucency Licence

- Advanced O&G: 3D/4D
- Paediatrics: hips, head, Pyloric stenosis
- Echocardiography
- Emerging Techniques (Research and Development, introducing new techniques to SouthernX)

## **Level 2**

An employee at this level must be able to perform three of the above examinations (plus all the examinations from the General Level) within the timeframes contained in schedule C.

### **ADVANCED**

An employee at this level must have a minimum of one years experience as a qualified sonographer and be able to perform five of the techniques outlined in Intermediate (as well as all examinations from the general level). Routinely undertakes training of students and conducts examinations within the timeframes set out in schedule C.

### **SENIOR SONOGRAPHER**

Employee at this level will be ASAR accredited with a minimum of 3 years experience and competently perform 6 or more ultrasound techniques outlined in Intermediate (as well as examinations from the general level) within the timeframes outlined in schedule C.

Key Responsibilities:

- Demonstrate high level clinical understanding and superior technical skills
- Oversee productivity, quality control and equipment maintenance at designated sites
- Routinely undertakes training of student and qualified sonographers
- Liaison and promotion of ultrasound service with referring practitioners
- Work with the Chief Sonographer to improve overall ultrasound service delivery for patients and referrers

### **ULTRASOUND COORDINATOR**

The employer at its discretion may appoint an Ultrasound Coordinator. Employee at this level will meet the skills criteria of a Senior Sonographer.

Key Responsibilities:

- Produce weekly rosters in consultation with the Chief Sonographer
- Coordinate the daily staffing requirements of sites
- Produce holiday and on call rosters in keeping with adopted policies
- Assist Chief Sonographer in key areas of productivity, quality control and performance reviews

## **CHIEF SONOGRAPHER**

The employer at its discretion may appoint a Chief Sonographer. Employee at this level will be ASAR accredited with a minimum of 5 years experience and meet the skills criteria for a Senior Sonographer.

### Key Responsibilities:

- Develop, implement and manage guidelines that will facilitate timely and accurate ultrasound examinations across all sites within the SEQ region
- Performance manage and set productivity guidelines for staff
- Develop uniform quality control measures across region
- Oversee staff training ensuring consistency and quality of training
- Work with the Regional Manager in dealing with staff issues such as hiring, re-grading and disciplinary issues
- Ensure equipment maintenance contracts are in place and oversee equipment purchases and upgrades
- Deal with complaints that directly relate to ultrasound services and staff
- Policy formation and oversight of rostering
- Maintain an awareness of innovations in medical ultrasound and their potential to improve service delivery and/or grow the business.

**SCHEDULE B: WAGE RATE SCHEDULE**

***Medical Imaging Assistant Rates***

<b>Classification</b>	01/07/2013	01/07/2014	01/07/2015
General	22.3674	23.0384	23.7296
Intermediate	24.4068	25.1390	25.8932
Advanced	26.0283	26.8091	27.6134

***MIT Rates***

<b>Classification</b>	01/07/2013	01/07/2014	01/07/2015
PDY Radiographer Level 1	30.7521	31.6746	32.6249
General Radiographer Level 2 Year 1	33.2444	34.2418	35.2690
General Radiographer Level 2 Year 2	34.8662	35.9122	36.9896
General Radiographer Level 2 Year 3	36.4880	37.5826	38.7101
General Radiographer Level 2 Year 4	38.1094	39.2526	40.4302
General Radiographer Level 2 Year 5	39.7311	40.9230	42.1507
General Radiographer Level 2 Year 6	40.5421	41.7584	43.0111
Intermediate Skills Radiographer Level 3 Grade 1	42.9746	44.2639	45.5918
Advanced Skills Radiographer Level 3 Grade 2	47.0288	48.4396	49.8928
Supervising Radiographer Level 4 Grade 1	49.4612	50.9450	52.4734

Supervising Radiographer Level 4 Grade 2	51.8940	53.4508	55.0544
Supervising Radiographer Level 4 Grade 3	54.0837	55.7062	57.3774
Supervising Radiographer Level 4 Grade 4	57.4046	59.1267	60.9005

***MRI Rates***

<b>Classification</b>	01/07/2013	01/07/2014	01/07/2015
Level 1 – Trainee	35.6769	36.7472	37.8497
Level 2 – Accredited level 1 (1st year)	42.4257	43.6985	45.0095
Level 2 – Accredited level 1 (2nd year)	44.5884	45.9261	47.3039
Level 3 – Accredited level 1 (3rd year)	45.3578	46.7185	48.1201
Level 3 – Accredited level 1 (4th year)	47.8139	49.2484	50.7258
Level 3 – Accredited level 1 (5th year)	50.2702	51.7783	53.3316
Level 4(a) – Senior (1st year)	51.0797	52.6120	54.1904
Level 4(a) – Senior (2nd year)	51.6029	53.1510	54.7455
Level 4(a) – Senior (3rd year)	52.1264	53.6902	55.3009
Level 4(b) –Senior Supervisor (1st year)	52.5451	54.1214	55.7451
Level 4(b) –Senior Supervisor (2nd year)	53.0335	54.6245	56.2632
Level 4(b) –Senior Supervisor (3rd year)	53.5220	55.1276	56.7815
Level 5 – In charge/ Section Head (1st year)	53.5301	55.1360	56.7901
Level 5 – In charge/ Section Head (2nd year)	54.8340	56.4790	58.1734

Level 5 – In charge/ Section Head (3rd year)	56.1179	57.8015	59.5355
Level 5 – In charge/ Section Head (4th year)	57.4018	59.1238	60.8975

***NMT Rates***

<b>Classification</b>		01/07/2013	01/07/2014	01/07/2015
PDY NMT	Level 1	30.7521	31.6746	32.6249
General NMT	Level 2 Year 1	33.2444	34.2418	35.2690
General NMT	Level 2 Year 2	34.8662	35.9122	36.9896
General NMT	Level 2 Year 3	36.4880	37.5826	38.7101
General NMT	Level 2 Year 4	38.1094	39.2526	40.4302
General NMT	Level 2 Year 5	39.7311	40.9230	42.1507
General NMT	Level 2 Year 6	40.5421	41.7584	43.0111
Advanced Skills NMT	Level 3 Grade 1	42.9746	44.2639	45.5918
Advanced Skills NMT	Level 3 Grade 2	47.0288	48.4396	49.8928
Section Head NMT	Level 4 Grade 1	49.4612	50.9450	52.4734
Section Head NMT	Level 4 Grade 2	54.0837	55.7062	57.3774
Regional Manager NMT	Level 4 Grade 3	57.4046	59.1267	60.9005



### ***Sonographer Rates***

<b>Classification</b>	01/07/2013	01/07/2014	01/07/2015
Student – Year 1	35.5713	36.6385	37.7376
Student – Year 2	36.9895	38.0992	39.2422
General Level 1	44.2191	45.5457	46.9121
Intermediate – Level 1	49.5807	51.0681	52.6002
Intermediate – Level 2	52.0598	53.6216	55.2302
Advanced – Level 1	55.3459	57.0063	58.7165
Senior – Level 1	61.1111	62.9444	64.8328
Ultrasound Coordinator	63.0000	64.8900	66.8300
Chief Sonographer	65.7233	67.6950	69.7258

## SCHEDULE C: SONOGRAPHER EXAMINATION TIMES

### Advanced and Senior Sonographer Examination Times

EXAMINATION	Time (MINS)	EXAMINATION	Time (MINS)
ABDO	20	MIDFOOT / FOREFOOT	20
ABDO WALL	20	NECK / THYROID	20
ANKLE / HIND FOOT	20	NUCHAL TRANS	40
AORTA / ILLIACS	20	PELVIS	30
ARTERIAL (1 LOW LIMB)	40	PENILE DOPPLER	30
ARTERIAL (1 UPP LIMB)	40	PREG < 12W	30
BABY HEADS	20	PREG 12-16W	30
BABY HIPS	20	PREG 17-22W	50
BREAST	30	PREG >22W	30
BUTTOCK / THIGH	20	RENAL ARTERIES	40
CAROTIDS	30	SCROTUM / TESTES	20
FOREARM / ELBOW	20	SHOULDER /BILAT SHOULDER	20/30
HAND / WRIST	20	URINARY TRACT / RENAL	20
HIP / GROIN	20	VARICOSE VEINS 1 Limb/2 Limbs	50/90
KNEE	20	VENOUS (1 LOW LIM)DVT/ (2 LOW LIM)	20/30
LOWER LEG	20	VENOUS (1 UPP LIMB)DVT/(2 UPP LIMB)	20/30

*Examination times may be varied where a student, running their own room, is supervised or for hospital inpatient examinations*

**SCHEDULE D: ALLOWANCES**

Allowance		01/07/2013	01/07/2014	01/07/2015
%		3%	3%	3%
Part-time Change of Roster Allowance -Clause 25		24.44	25.17	25.93
Oncall				
Monday to Friday	Per night	46.12	47.50	48.93
Saturday or Sunday (Less than 24 hours)	per period	48.43	49.88	51.38
Saturday, Sunday	per 24 hrs	96.86	99.77	102.76
Christmas Day, New Years Day, Good Friday, Easter Saturday and Easter Monday	Per night	72.64	74.82	77.06
Christmas Day, New Years Day, Good Friday, Easter Saturday and Easter Monday	Per 24 hrs	181.26	186.70	192.30
All other public holidays overnight	Per night	60.53	62.35	64.22
All other public holidays	Per 24hrs	145.28	149.64	154.13
7 consecutive days on call		417.10	429.61	442.50
Recall -23.3	Per period	60.82	62.64	64.52
Travel		ATO	ATO	ATO
Meal Allowance – clause 23.5		18.25	18.80	19.36
Laundry Allowance - clause 23.7		7.05	7.26	7.48
Cannulation Allowance -clause 23.8		6.08	6.26	6.45
Shift allowance 32.3	Per shift	60.53	62.35	64.22