

**NORTH COAST RADIOLOGY GROUP
NURSING EMPLOYEES'
COLLECTIVE AGREEMENT 2008**

Contents

1	APPLICATION	4
1.1	Title	4
1.2	Parties	4
1.3	Date of Operation	4
1.4	Period of Agreement	4
1.5	Objectives of the Agreement	4
1.6	Notification of Classification	5
1.7	Location	5
1.8	Work Outside Location	5
1.9	Copy of Agreement	5
1.10	Workplace Consultation	5
1.11	Information in the Workplace	5
2	EMPLOYMENT	5
2.1	Ordinary Hours	5
2.2	Full-time	6
2.3	Part-time	6
2.4	Job Share	6
2.5	Casual	7
2.6	Probationary Period	7
2.7	Payment of Wages	7
2.8	Superannuation	7
2.9	Classification	8
2.10	Workplace Flexibility	8
3	HOURS OF WORK	8
3.1	Rosters	8
3.2	Meal Breaks	8
3.3	Rest Breaks	9
4	LEAVE	9
4.1	Annual Leave	9
4.1.1	Shutdowns	10
4.1.2	Cashing Out Annual Leave	10
4.2	Sick Leave	10
4.3	Carers Leave	11
4.4	Compassionate Leave	11
4.5	Long Service Leave	12
4.6	Jury/Witness Leave	12
4.7	Voluntary Emergency Service Leave	12
4.8	Parental Leave	13
4.8.1	Maternity Leave	13
4.8.2	Transfer to a Safe Job	14
4.8.3	Special Maternity Leave	14
4.8.4	Paternity Leave	14
4.8.5	Adoption Leave	15
4.8.6	Parental Leave and other Entitlements	16
4.8.7	Consultation during parental leave	16
4.8.8	Returning to work after a period of parental leave	16
4.9	Public Holidays	17
5	ALLOWANCES	17

5.1	Meal Allowance	17
5.2	Accommodation Allowance	17
5.3	Travel Allowance	17
5.4	Laundry Allowances	18
5.5	Lead Gown Allowance.....	18
6	OVERTIME AND TIME OFF IN LIEU (TOIL)	18
7	PENALTIES AND LOADINGS	19
7.1	Penalties for Weekend Work.....	19
7.2	Shift Loading	19
8	ADDITIONAL BENEFITS	19
8.1	Leave Without Pay	19
8.2	Uniforms	20
8.3	Salary Sacrifice	20
8.4	Commitment to Training and Careers	20
8.5	Study Leave	21
8.6	Professional Indemnity	21
9	JOB SECURITY	21
9.1	Dispute Resolution Procedure.....	21
9.2	Anti-discrimination	21
9.3	Termination.....	22
9.4	Redundancy	22
9.5	Transmission of Business	23
10.	Classification Structure	23
10.1	Rates of Pay	25

1 APPLICATION

1.1 Title

This agreement is the North Coast Radiology Group Nursing Employees' Collective Agreement 2008.

1.2 Parties

The parties to this agreement are:

Ilesilver Pty Ltd ATF North Coast Radiology Trust (ABN 21618758860), Imaging Services Pty Ltd ATF Imaging Services Unit Trust (ABN 89298067529) and Imaging Services Pty Ltd ATF Chatsryd Unit Trust (ABN 62921387798)

(The "employer")

(Collectively, "North Coast Radiology Group")

AND

Employees for whom classifications and rates of pay are prescribed by this agreement

(The "employees")

("Employees of North Coast Radiology Group")

AND

The New South Wales Nurses Association and its officers and members

(The "union")

1.3 Date of Operation

This agreement will come into force on the seventh day after the date of the notice issued by the Workplace Authority that the agreement passes the No Disadvantage Test.

1.4 Period of Agreement

This agreement will continue in operation until 30 June 2011, unless varied, or terminated under the *Workplace Relations Act 1996* (Cth).

1.5 Objectives of the Agreement

The parties agree to:

- (i) Continually strive for improved business performance without compromise in quality service, standard of care, job satisfaction or compliance
- (ii) Promote a sense of shared responsibility for the people, the service, the success and future viability of the business
- (iii) Promote a safe, family friendly, equal opportunity, skilled and flexible workforce

1.6 Notification of Classification

The employer will notify the employee in writing of their classification and terms of employment on engagement. The employer will consult and notify the employee of any alteration to their classification in writing, where possible, before the operative date of such alteration.

1.7 Location

This agreement applies to the employer's operations for all North Coast Radiology, Clarence Valley Imaging and Dr Craig Dyer & Partners locations.

1.8 Work Outside Location

Where an employee, by mutual agreement with the employer, is transferred to work outside the location (as described in sub-section 1.7) for a temporary period, the employee will continue to be covered by this agreement for that period.

1.9 Copy of Agreement

A copy of this agreement will be given to the employee by the employer following lodgment of the agreement with the Workplace Authority or on the commencement of employment for new employees.

A copy of this agreement will also be made available on the NCRG intranet.

1.10 Workplace Consultation

The parties to this agreement recognise that the involvement of all employees in decisions which will affect them will lead to better decisions and a greater commitment to the implementation of decisions.

Where the employer is proposing significant changes in work practices, rostering or staffing levels, consultation will occur with all employees affected to allow reasonable opportunities for their input.

1.11 Information in the Workplace

The employer will provide the employee with the relevant information statement as required by the Workplace Relations Act 1996 (Cth) to ensure all employees have advice on where to go for information and assistance on workplace issues.

2 EMPLOYMENT

2.1 Ordinary Hours

The ordinary hours of work for a full-time employee will be thirty-eight (38) hours per week. The maximum ordinary hours in any one shift will be 7.6 hours.

The spread of ordinary hours of work will be worked between the hours of 7am and 9pm Monday to Friday, and between 8.00am and 1.00pm on Saturday. Ordinary hours worked by employees between 8.00am and 1.00pm on Saturdays will be paid at the rate of time and a half. Hours worked by employees outside these ordinary hours attract overtime rates in accordance with section 6 of this agreement.

At the commencement of this agreement the spread of ordinary hours of work will be worked between the hours of 7am and 7pm Monday to Friday. Should during the life of this Agreement, for operational purposes clause 2.1 (paragraph 2) need to be implemented it will be done so via mutual agreement between the parties to this agreement.

2.2 Full-time

A full-time employee shall mean a permanent employee engaged to work regular ordinary rostered hours.

The ordinary hours of work for a full-time employee will be thirty-eight (38) hours per week. The maximum ordinary hours in any one shift will be 7.6 hours.

Where a full time employee is required to work in excess of their agreed rostered hours for a shift, the additional time worked will be reasonable and paid in accordance with section 6 of this agreement.

2.3 Part-time

A part-time employee shall mean a permanent employee engaged to work a regular roster for less than the ordinary hours as defined in sub-section 2.1 of this agreement, with a minimum start of two (2) hours per rostered day.

Part-time employees have full-time entitlements on a pro rata basis.

The maximum ordinary hours in any one shift will be 7.6 hours. Where a part-time employee is required to work in excess of these ordinary hours in any one shift, the additional time worked will be reasonable and paid in accordance with section 6 of this agreement.

Where a part-time employee works a shift that is other than their regular rostered hours, the employee will be paid at their ordinary rate of pay for actual hours worked.

Where a public holiday falls on a day on which a part-time employee is normally rostered to work, that employee shall be paid at the appropriate rate for that number of hours rostered.

2.4 Job Share

A job share employee shall mean a part-time employee who voluntarily shares a full-time position.

Job share employees have full-time entitlements on a pro rata basis.

The job share employees' ordinary hours of work for the full-time position will be in accordance with sub-sections 2.1 and 2.2 of this agreement. In terms of responsibility for organising the job share employee's coverage of work it shall, in the first instance, be the primary responsibility of the job share employees to roster themselves so that they adequately cover the entire spread of hours.

Where this is not possible because of ill health or other unexpected emergency, the employer must be notified as soon as possible of the inability of the job share employees to cover the entire spread of hours.

Where a job share employee is required to work in excess of their agreed rostered hours for a shift, the additional time worked will be reasonable and paid in accordance with section 6 of this agreement.

Where a job share employee works a shift that is other than their regular rostered hours, the employee will be paid at their ordinary rate of pay for actual hours worked.

Where a public holiday falls on a day on which a job share employee is normally rostered to work, that employee shall be paid at the appropriate rate for that number of hours rostered.

2.5 Casual

A casual employee shall mean an employee who is engaged on an hourly basis other than as a permanent part-time, full-time or job-share employee.

Casual employees may be engaged by agreement on two (2) or more starts per day.

The minimum engagement for a casual employee is two (2) hours.

Casual employees shall be paid the hourly rate for the appropriate classification (as per section 10) and adding a casual loading of 20%, plus an additional 1/12th in lieu of annual leave, sick leave and public holidays not worked.

A casual employee is not under obligation to accept an engagement.

A casual employee who is engaged on a regular and systematic basis for a minimum period of six months shall have the right to elect to have their contract of employment converted to permanent employment (full time or part time) if the employment is to continue on a regular and systematic basis. Alternatively the employer can, through mutual agreement with the employee, request that the employees' contract of employment convert to permanent employment if the employment is to continue on a regular and systematic basis.

2.6 Probationary Period

Notwithstanding anything elsewhere contained in this agreement, the employer may employ an employee on a probationary basis.

The period of probation will be for an initial period of not more than three (3) months provided that where considered by the employer to be justified, the initial probationary period may be extended by a further probationary period of not more than three (3) months. An employee may not be employed on a probationary basis for a period exceeding six (6) months.

2.7 Payment of Wages

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

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, the balance of any accrued annual leave and sick leave and the employee's classification.

2.8 Superannuation

Superannuation contributions will be paid as required under the *Superannuation Guarantee (Administration) Act 1992* (Cth), as varied from time to time, to a complying fund.

2.9 Classification

Employees will be classified to a level based on their skill, knowledge and qualifications in accordance with the classification structure.

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

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

In keeping with the principles of equity, employees who are paid above the pay rates specified in section 10 of this agreement will not receive an across the board fixed pay increase until their pay is equal to or less than their classification for their position. This applies to employees who are senior employees, but being trained in another role.

An employee may be eligible for an assessment of their classification on applying, in writing, to the employer and demonstrating that they fulfill the requirements of the classification level sort.

2.10 Workplace Flexibility

The parties to this agreement support flexible working practices, these include:

- a. Working within and across modalities in a flexible manner, consummate with qualifications and training, following mutual agreement between the parties of this agreement
- b. Be willing and able to work across locations assisting where and when necessary, following due rostering consideration taking into account the employees place of residence and usual locations of work
- c. Work in a manner to improve productivity on a daily basis
- d. Demonstrate a willingness to continually improve quality service
- e. Demonstrate initiative
- f. Fully participate in performance appraisal processes as required

3 HOURS OF WORK

3.1 Rosters

Hours of work will be rostered to establish nominal starting and finishing times for employees. The ordinary working hours, exclusive of meal times, are defined in section 2 of this agreement.

Where possible, rosters will be posted fourteen days in advance of their commencement however 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.

3.2 Meal Breaks

An unpaid break of not less than thirty (30) minutes and not more than one (1) hour will be allowed for a meal within five (5) hours of commencement when an employee works more than six (6) ordinary hours.

Where work is required urgently the unpaid meal break may be deferred, and must be taken as soon as practicable.

In circumstances where the employee is needed to work through a scheduled unpaid meal break, and the meal break is 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.

3.3 Rest Breaks

Up to two (2) paid rest breaks of up to ten (10) minutes, or one (1) paid rest break for up to twenty (20) minutes, may be allowed each day for employees working six (6) hours or more.

Employees working less than six (6) hours in any one (1) shift are entitled to one (1), ten (10) minute break.

The time of taking such break(s) is subject to the workload of the employee.

4 LEAVE

The provisions of this section applies to full time, part time and job share employees, but do not apply to casual employees except in the circumstances outlined at sub-section 4.6 and 4.7 of this agreement and where casual employees are expressly provided for below.

For the purposes of this section the term immediate family is defined as including:

- a) a spouse of the employee
- b) a de facto spouse of the employee
- c) a child, parent, grandparent, grandchild or sibling of the employee or the spouse of the employee
- d) A same sex partner who lives with the employee as the de facto partners of the employee

For the purposes of this section the term continuous service is defined as an unbroken contract of employment. This excludes periods of approved unpaid leave (including parental leave, leave without pay and voluntary emergency services leave).

4.1 Annual Leave

Employees engaged within the nursing classifications outlined at section 10 of this agreement will be entitled to four (4) weeks paid annual leave for each completed year of service.

If an employee is a shift worker and has worked 38 ordinary hours per week, for a year, they are entitled to (5) weeks paid annual leave for every completed year of service.

Annual leave entitlements are pro-rata for part-time and job share employees.

When annual leave is taken, employees will be paid leave loading at the rate of 20% of the employee's ordinary rate of pay.

The employer and the employee believe that it is important that all employees take annual leave on a regular basis to ensure that employees are sufficiently rested and have the opportunity to balance work, family and recreational interests. Employees can take annual leave at a time that is mutually agreed between themselves and the employer taking into account the operational requirements of the workplace and sub-section 4.1.1 of this agreement. The employer will not unreasonably refuse the taking of annual leave.

There is no minimum amount of annual leave that must be taken on any one (1) occasion.

Unused annual leave carries forward from year to year.

Annual leave counts as service for all purposes.

An employee may request that annual leave be paid in advance, only when the period of annual leave taken is ten (10) or more working days.

Any accrued, untaken annual leave will be paid out on termination at the employee's ordinary rate of pay at that time, plus leave loading.

4.1.1 Shutdowns

The employer may direct the employee to take paid annual leave for a particular period when the employer shuts down the business, or any part of the business, in which the employee works and where the employer is unable to gainfully employ the employee during this time. This may occur, for example, during the period between Christmas and New Year.

The employer will endeavour to provide employees with four weeks' notice when they are directed to take paid annual leave for a particular period.

This direction can only occur where the employee has sufficient accumulated annual leave to cover the proposed shut down period.

Where an employee has extenuating circumstances precluding them from taking their leave when directed during periods of shutdowns, the employee must detail their circumstances to their direct line manager for consideration, consultation and approval.

4.1.2 Cashing Out Annual Leave

The employee may, with the agreement of the employer, elect in writing to cash out up to two (2) weeks of their annual leave entitlement during each twelve (12) month period (where the employees' hours of work do not change). Annual leave cannot be cashed out in advance of it being credited to the employee.

Employees who wish to cash out annual leave must complete an "Election of Cashing out Annual Leave" form and forward it to the employer for approval.

Cashed out annual leave will be paid at the hourly rate of pay that the employee receives at the time when the election is made, plus any leave loading that would have otherwise accompanied the leave period. Cashed out annual leave will be paid by the employer to the employee within a reasonable time of the employee making the election to cash out annual leave.

4.2 Sick Leave

Paid sick leave is available to an employee when they are absent due to personal illness or injury, or when they are required to be responsible for the care of an ill or injured member of the employee's household or immediate family.

All employees (excluding casual employees), irrespective of length of service, are entitled to accrue ten (10) days sick leave per annum. Sick leave entitlements are pro rata for part-time and job share employees.

Employees are able to utilise up to ten (10) days sick leave per annum (pro-rata for part time and job share employees), for the purposes of caring for an immediate family or household member. Where practical, employees must exhaust their carers leave entitlement prior to accessing sick leave for these purposes.

If the employee is receiving workers compensation payments under the relevant statute the employee will not be entitled to receive paid sick leave.

Sick leave entitlements are cumulative.

The key priority is that the employer expects and relies upon each team member's ability to be at work as and when required, to achieve the completion of work on time and to the required quality standard. To ensure the smooth running of the business, the employee must make all reasonable efforts to advise the employer as soon as reasonably practicable prior to the employee's normal start time on any day of absence.

Employees are required to provide a valid medical certificate from a registered health practitioner, or a statutory declaration made by the employee, for all sick leave when the employee has three or more consecutive working days off due to sick leave. The medical certificate or statutory declaration must state the expected duration of the employee's absence.

4.3 Carers Leave

Paid carer's leave is available to an employee when they are absent for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support or have an unexpected emergency.

Employees will be entitled to four (4) days carer's leave per annum. Carer's leave entitlements are pro rata for part-time and job share employees.

Carer's leave will be non-cumulative.

Employees must notify the employer of their absence and the expected duration of their absence as soon as reasonably practicable.

Employees are required to provide a valid medical certificate from a registered health practitioner, or a statutory declaration made by the employee, for all carer's leave if the employee has three (3) or more consecutive working days off due to them caring for an immediate family or household member. The medical certificate or statutory declaration must state the expected duration of the employee's absence.

Employees are entitled to up to two (2) days of unpaid carers leave per occasion for genuine caring purposes or family emergencies if paid sick and carers leave entitlements are exhausted or not applicable.

Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person as prescribed above who are sick and require care and support, or who require care due to an unexpected emergency.

4.4 Compassionate Leave

In the event of the death or serious illness posing a threat to the life of a member of the employee's immediate family or household, the employee may access up to three (3) days of paid compassionate leave on each occasion.

Where an employee is required to travel overseas for compassionate leave purposes they may access up to five (5) days of paid compassionate leave on each occasion.

At the request of an employee, the employer may allow the employee to access annual leave or long service leave entitlements for the purposes of taking further compassionate leave, which will not be unreasonably withheld.

4.5 Long Service Leave

Employees engaged under the nurse classification shall be entitled to long service leave on full pay after ten (10) years continuous service of two (2) calendar months and accumulating a further one (1) month for each additional five (5) years of service pursuant to the *Long Service Leave Act 1955* (NSW) (the "LSL Act"), as varied from time to time.

Employees will be entitled to a pro-rata long service leave payment after completion of five (5) years and less than ten (10) years continuous service, in the following circumstances:

- a. Death of an employee
- b. The employee resigns because of illness or incapacity or a domestic or other pressing necessity
- c. The employer terminates the employment for a reason other than the employee's conduct, capacity or performance

Long service leave entitlement calculations will be made in accordance with the LSL Act.

4.6 Jury/Witness Leave

Jury/Witness duty is recognised as a civic duty. Employees who are summoned for jury service will normally be expected to comply.

Whilst on jury/witness duty the employer will continue to remunerate the employee; however the amount of the fee received by the employee for this service will be deducted from the employee's next pay. This will ensure the employee is not financially disadvantaged.

Prior to commencing jury/witness duty employees must discuss this obligation with the pay office. In addition, proof of attendance, duration and the amount paid for attendance must be submitted to payroll following jury/ witness duty.

4.7 Voluntary Emergency Service Leave

An employee is able to be absent from work to engage in prescribed voluntary emergency service duties.

The entitlement to voluntary emergency service leave covers all periods required to engage in the emergency service activity and includes:

- a. Reasonable traveling time associated with the activity
- b. Reasonable rest time immediately following the activity and before recommencing work

The entitlement to voluntary emergency service leave is unpaid.

For the purposes of this sub-section, emergency service is:

- A body that has a role or function under a designated disaster plan
- A voluntary fire-fighting, civil defense or rescue body
- Any other body of which has the purpose of:
 - Securing the safety of persons or animals in an emergency or natural disaster
 - Protecting property in an emergency or natural disaster

- o Otherwise responding to an emergency or natural disaster

4.8 Parental Leave

Subject to the terms of this sub-section employees are entitled to maternity (ordinary or special), paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

Parents who are full-time, part-time and job share employees after twelve (12) months continuous service are entitled to a combined total of fifty-two (52) weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child.

Casual employees are entitled to a combined total of fifty-two (52) weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child if:

- (i) They have worked on a regular and systematic basis for more than one (1) year; or
- (ii) But for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

Where families prefer one (1) parent to take a longer period of leave, an employee will be entitled to request up to an additional fifty-two (52) weeks of unpaid parental leave from the employer.

The employer may only refuse the request for the additional fifty-two (52) weeks leave on reasonable business grounds.

As parental leave is unpaid all leave entitlements will not accrue whilst an employee is on parental leave.

Subject to the provisions of Special Maternity Leave at sub-section 4.8.3 of this agreement, parental leave is to be available to only one (1) parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (i) For maternity and paternity leave, an unbroken period of up to three (3) weeks at the time of the birth of the child; or
- (ii) For adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child

4.8.1 Maternity Leave

An employee must satisfy notice and document requirements for maternity leave. The employee is required to give the employer:

- (i) A medical certificate
- (ii) An application for maternity leave; and
- (iii) A statutory declaration.

The medical certificate, from a registered medical practitioner, must state that the employee is pregnant and the expected date of birth of the child. The medical certificate must be provided at least ten (10) weeks before the expected date of birth stated in the certificate. If there are compelling reasons which prevent this, the notice is to be provided as soon as reasonably practicable after the birth of the child.

The written application for maternity leave provided to the employer must state the first and last days of the intended maternity leave. The application, together with the statutory declaration, must be provided to the employer at least four (4) weeks prior to the first day of maternity leave.

If there are compelling reasons which prevent this, the notice is to be provided as soon as reasonably practicable after the birth of the child.

The statutory declaration must state:

- (i) The first and last days of the any other authorised leave intended to be taken (or already taken) by the employee because of her pregnancy or the expected birth; and
- (ii) The first and last days of any paternity leave, or any other similar leave intended to be taken by the employee's spouse because of the pregnancy; and
- (iii) That the employee intends to be the primary carer of the child at all times while on maternity leave; and
- (iv) That the employee will not engage in any conduct inconsistent with his contract of employment while on maternity leave.

Provided the above requirements are met, an employee may start maternity leave at any time within six (6) weeks before the expected date of birth of the child.

4.8.2 Transfer to a Safe Job

If a pregnant employee provides the employer with a medical certificate stating that she is fit to work but is unable to continue in her present position she is entitled to be transferred to a safe job. If transferring the employee to a safe job is not reasonably practicable for the employer, the employee is entitled to paid leave for the period during which she is unable to continue in her present position (as stated in the medical certificate).

An employee may need to be transferred to a safe job due to risks arising out of her pregnancy or risks connected with her position. A pregnant employee is only eligible to be transferred to a safe job if she is entitled to, and has formally applied for maternity leave. This entitlement is in addition to any other leave entitlement and does not reduce the period of maternity leave to which the employee is entitled.

4.8.3 Special Maternity Leave

Where the pregnancy of an employee not then on maternity leave terminates after twenty (20) weeks, other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

Where an employee is suffering from an illness not related to the direct consequence of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

Where an employee, not then on maternity leave, suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, must not exceed fifty-two (52) weeks.

4.8.4 Paternity Leave

An employee will provide to the employer at least ten (10) weeks prior to each proposed period of paternity leave, with:

- (i) A certificate from a registered medical practitioner which names their spouse, stating that she is pregnant and if the child has not been born, the expected dates of confinement, or if the child has been born, stating the date on which the birth took place; and
- (ii) Short term or long term paternity leave application form.

Short term paternity leave is a single, unbroken period of unpaid leave of up to three (3) week taken by an employee starting on the day their spouse begins birth. A short term paternity leave application must state the first and last days of the intended paternity leave. This application must be provided as soon as reasonably practicable on or after the first day of the period of leave.

Long term paternity leave is a single, unbroken period of unpaid leave taken by an employee after their spouse gives birth so that the employee can be the child's primary caregiver. Long paternity leave cannot be taken concurrently with ordinary maternity leave taken by the employee's spouse. Long paternity leave can be taken at any time within the twelve (12) months after the birth of the child. An employee must provide an employer with a long term paternity application which comprises a written application and statutory declaration.

The written application must state the first and last days of the intended paternity leave and be provided to the employer at least ten (10) weeks prior to the first day of paternity leave.

The statutory declaration must state:

- (i) The first and last days of the intended paternity leave;
- (ii) The first and last days of any maternity leave, or any other authorised leave intended to be taken by the employee's spouse because of the pregnancy;
- (iii) That the employee intends to be the primary carer of the child at all times while on paternity leave; and
- (iv) That the employee will not engage in any conduct inconsistent with this agreement while on paternity leave.

4.8.5 Adoption Leave

An employee is entitled to long or short adoption leave as long as the conditions outlined below are satisfied.

Short adoption leave is a single, unbroken period of up to three (3) weeks taken by an employee within the three weeks starting on the day of the placement of an eligible child with the employee.

Long term adoption leave is a single, unbroken period of up to fifty-two (52 weeks) taken by an employee after the day of placement of an eligible child with the employee for adoption so that the employee can be the child's primary caregiver. This leave must end within twelve (12) months after the date of placement.

An employee who wishes to take adoption leave must provide the employer with:

- (i) Notice;
- (ii) Application for leave;
- (iii) Statement from the adoption agency; and
- (iv) Statutory declaration.

The notice must state the employee's intention to apply for adoption leave, the date on which the child will be placed in the employee's care and the first and last days of the periods of the intended adoption. This must be provided as soon as reasonably practicable.

The written application, for long term adoption leave, must state the first and last days of the intended leave ten (10) weeks before the first day of leave. For short term adoption it must be provided to the employer fourteen (14) days before the placement of the child. If there is a compelling reason why notice cannot be provided within this time period, then the notice is to be provided as soon as reasonably practicable before the date of leave.

The statement from the adoption agency must be provided before the leave commences and state when the placement is expected to start.

The statutory declaration must state:

- (i) The type of adoption taken (short or long),
- (ii) The first and last days of any other authorised leave taken because of the adoption,
- (iii) The first and last days of the adoption leave taken by the employee's spouse that the child is an eligible child
- (iv) That, if long adoption leave is taken, the employee will be primary caregiver;
- (v) That the employee will not engage in any conduct inconsistent with this agreement while on adoption leave.

Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four (4) weeks from receipt of notification, for the employee's return to work.

An employee seeking to adopt a child is entitled to two (2) days unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure where the employee could not take other authorised leave.

4.8.6 Parental Leave and other Entitlements

An employee may, in lieu, of or in conjunction with parental leave, access any annual leave or long service leave entitlement which they have accrued subject to the total amount of leave not exceeding fifty-two (52) weeks.

4.8.7 Consultation during parental leave

The employer will consult an employee who is absent on parental leave where the employer has made a decision that is likely to significantly affect the status or pay of the employees pre-leave position. This will ensure that employees remain up-to-date and aware of changes to their positions and to ensure they are given the opportunity to discuss the effect of such changes.

4.8.8 Returning to work after a period of parental leave

An employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

An employee will be entitled to the position, which they held immediately before proceeding on parental leave.

Where such a position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

After completing parental leave, a full-time employee may return to work part-time if that is the employee's preference and the arrangement meets the employer's operational requirements.

On an employee's return from parental leave, the employer will give due consideration to an employee's requests when setting a roster, taking into account family responsibilities. Such requests will not be unreasonably refused.

4.9 Public Holidays

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day and any day which may be proclaimed a public holiday and observed generally throughout the State or locality will be paid for permanent employees.

Employees other than casuals who would otherwise have worked on that day will be entitled to the holiday without loss of pay. In addition to such payment, an employee who works on that day will receive payment at the rate of time and a half for all time worked.

Time off in lieu may be taken for time worked on a public holiday on a time for time basis at a time mutually convenient to the employee and the employer.

In addition to the holidays specified in this sub section employees will be entitled to one (1) additional day to be observed as a public holiday, which will be granted in the weeks around the Christmas and New Year period of each year.

5 ALLOWANCES

All employees, including casual employees, are entitled to the allowances as detailed in this section as appropriate.

5.1 Meal Allowance

An employee who is required to work more than three (3) hours after his or her rostered time finishes will be supplied with a meal or paid a meal allowance of \$18.00. A further meal or allowance will be supplied or paid on the completion of each additional four (4) hours' overtime worked.

Where an employee is entitled to a paid meal allowance they will also be paid for a half hour meal break.

In circumstances where an employee is needed to work through a scheduled unpaid meal break, and the meal break is unable to be re-scheduled, the employee is to be paid in accordance with section 6 of this agreement.

5.2 Accommodation Allowance

Where an employee is required to remain away from home overnight to attend training or conferences or to enable them to be in close proximity to a location of work, the employer will pay the employee an accommodation allowance. Depending on the location the allowance will be:

- (i) \$165 per night within an Australian capital city
- (ii) \$125 per night within an Australian country region
- (iii) \$150 per night outside of Australia

5.3 Travel Allowance

Where an employee, by arrangement with the employer, provides his or her own vehicle for use in conjunction with work, the employee will be paid an allowance in line with Australian Taxation Office ("ATO") requirements per kilometre travelled in connection with work.

Where an employee is rostered to work outside of their usual location (that being North Coast Radiology, Clarence Valley Imaging or Dr Craig Dyer & Partners) the employee will receive either

access to a company vehicle if available, reimbursement for airfares and transfers or where the employee is required to use their own transport for traveling they will be paid an allowance per kilometer in line with ATO requirements.

Travel time for employees who are rostered to work in accordance with the above will be incorporated into their working hours.

5.4 Laundry Allowances

Employees engaged as Nurses shall receive the following laundry allowances per week (pro rata for part time employees).

(i) Stockings (or socks)	\$3.21 per week
(ii) Laundry	\$4.49 per week
(iii) Shoes	\$1.69 per week

5.5 Lead Gown Allowance

Employees who are required to wear lead gowns whilst conducting their duties will receive an allowance of \$1.32 per hour.

6 OVERTIME AND TIME OFF IN LIEU (TOIL)

An employee who on any given day works outside the ordinary rostered hours of their employment will be entitled to received overtime payment at the rate of time and a half for the first two (2) hours and double time thereafter.

Where an employee is regularly rostered to either an afternoon or weekend shift, and the employee works in excess of their ordinary hours on a shift, they will be entitled to double time for any time worked in excess of their ordinary rostered hours.

In lieu of overtime payment, permanent employees may elect to take time off work (TOIL), on an hour for hour basis, at a time mutually convenient to the employee and the employer.

A part-time employee who by agreement with the employer works on days on when they do not usually work will be paid at the ordinary rate of pay as described in sub-section 2.3 of this agreement.

Where an employee elects to accrue overtime as TOIL they shall not accumulate more than five (5) ordinary working days at any one time. Where an employee has accumulated more than five (5) ordinary working days in TOIL, any additional overtime worked will be paid at overtime rates.

Any untaken TOIL at the date of termination of employment will be paid out to the employee at the rate of time and a half at the time of termination.

All overtime payments and TOIL are to be documented on employee timesheets.

Due to the operational requirements of the business, the employer may direct an employee to take accumulated TOIL. In such circumstances the conditions as to TOIL shall be the same, so far as relevant as the conditions which apply when TOIL is requested by an employee.

7 PENALTIES AND LOADINGS

7.1 Penalties for Weekend Work

Any permanent employee who works ordinary hours on a weekend will receive the following loadings in addition to their ordinary rate of pay:

- (a) Saturday 50%
- (b) Sunday 100%

7.2 Shift Loading

The ordinary time loadings for afternoon shift will be as follows:

Afternoon Shift	20%
(Rostered ordinary hours to commence at and or after 10am and finish at or before midnight)	

The shift loadings prescribed in this sub section will be paid for all rostered ordinary hours worked on the whole of each shift. The shift loadings are not compounded.

8 ADDITIONAL BENEFITS

8.1 Leave Without Pay

Employees with at least one (1) year continuous service may apply for leave without pay. The length of the break may vary between six (6) weeks and twelve (12) months.

Applications by employees must provide the employer with two (2) months notice of the intention to take a break prior to the requested start date. Applications should include details of the purpose of the break and commencement and return to work dates.

Leave without pay will be approved at the employer's discretion. In determining whether to approve leave without pay, the employer will consider:

- (i) The employer's operational requirements;
- (ii) The nature of the employee's current role; or
- (iii) Whether a role similar to that performed by the employee at the time of applying for the career break is likely to be available for the employee to return to at the end of the career break and the likelihood of the employer needing to employ another employee to replace the employee on career break for the duration of the career break.

Employees taking leave without pay must expressly agree they will not engage in any employment during the leave without pay that could conflict with the employer's interests.

If the employee has accrued annual leave, long service leave and/or accumulated TOIL this must be taken prior to the commencement of the unpaid leave.

Leave without pay is not considered a break in continuity of service. However, long service leave, superannuation, annual leave, sick leave and other employee entitlements do not accrue during a period of leave without pay.

An employee will be entitled to the position, which they held immediately before proceeding on leave without pay.

Where such a position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

8.2 Uniforms

Permanent employees will be entitled to order up to \$400 (pro-rata) worth of uniforms from the employer's uniform selection. Should the employee's order exceed the employee's allocation they will be individually responsible for the difference. If the employee does not spend their allocation amount within the twelve (12) month period the remaining amount will not cumulate the next year.

8.3 Salary Sacrifice

The employee may apply to have their gross salary reduced by an amount nominated as a salary sacrifice contribution.

Provided that the current taxation arrangements continue to exist, as of the date of this agreement and subject to relevant legislation, employees may enter into salary sacrificing arrangements for motor vehicles (limited to one (1) vehicle every two (2) years), superannuation, laptop computers and portable computer printers.

Employees will be responsible for seeking their own independent financial advice regarding salary sacrifice.

The amount sacrificed will be deducted from the employee's wages pre-tax. Employees who undertake salary sacrifice will have no extra claims as a result of the difference between their pre and post gross sacrificed wages.

The employee will receive their post salary sacrifice cash salary for periods of annual leave, long service leave, and other periods of paid leave provided the salary sacrifice contribution is paid.

Should changes occur in taxation law or practice from the date of this agreement such that the employer incurs a cost or expense under or in respect of salary sacrifice agreements; such agreements cease to apply on the employer giving one month's notice.

If other changes occur which affects the employee's salary sacrifice, the employee may, upon one (1) month's notice in writing, terminate or vary the salary sacrifice agreement.

8.4 Commitment to Training and Careers

The parties to this agreement recognise that in order to increase the efficiency and productivity of the business a significant commitment to learning and development is required. Accordingly the parties commit themselves to:

- (i) Developing a more highly skilled and flexible workforce; and
- (ii) Providing employees with career opportunities through appropriate training to assist an employee to acquire additional skills; and
- (iii) Recognising that there is a shared responsibility towards learning and development between the employee and the employer. That is that the employee should take responsibility of their own learning and development and the employer should promote an environment that supports initiative (such as supporting regular in-service training).

8.5 Study Leave

Employees may apply for study leave for courses which the employer approves for up to a maximum of two (2) paid days per semester.

Study leave can be used for exam preparation and sitting and/or assignment completion. Study leave will not accrue for future semesters if unused.

8.6 Professional Indemnity

All employees are included and covered by the organisations professional indemnity insurance.

9 JOB SECURITY

9.1 Dispute Resolution Procedure

The parties acknowledge the value of a dispute resolution procedure in this agreement. They will utilise the procedure set out below to resolve any disputes they may have.

The procedure the parties will use to resolve a dispute (the "Dispute"), in relation to this agreement, is as follows:

- (i) Work will continue as normal;
- (ii) The parties will attempt to resolve the Dispute at the workplace level by the employee and their supervisor meeting or conferring on the Dispute;
- (iii) If the Dispute is not resolved at such a meeting the parties will arrange further discussions involving more senior levels of management (as appropriate);
- (iv) If the Dispute cannot be resolved by negotiation, the parties may agree to refer the Dispute to an external mediator, and both parties will participate in the mediation process in good faith;
- (v) If the Dispute is still not settled within a reasonable timeframe, the parties may refer the matter to the Australian Industrial Relations Commission for conciliation and/or arbitration;
- (vi) The parties agree that the arbitrator shall have the power to do all such things as are necessary for the just resolution of the dispute; and
- (vii) The parties agree not to commence proceedings under the *Workplace Relations Act 1996* (Cth) or for damages for breach of this agreement unless this dispute resolution procedure has been followed.

9.2 Anti-discrimination

The parties to this agreement agree that:

- (i) It is their intention to achieve the principle objective in section 3(m) of the *Workplace Relations Act 1996* (Cth), which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (ii) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this agreement; and
- (iii) Nothing in their provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth and State legislation; and
- (iv) Nothing in these provisions prohibits any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position.

9.3 Termination

Except in the case of casual and probationary employees, either party may terminate employment at any time by giving the other party the required period of notice specified below. Instead of providing the specified notice the employer may choose to make payment in lieu of notice. If the employee fails to give the required notice they forfeit the entitlement to any monies owing equal to the amount of notice not given.

Nothing in this agreement affects the employers right to dismiss an employee without notice for serious misconduct and if so, the dismissed employee, shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.

The employer will provide the employee on termination of employment with a written statement specifying the period of employment and the classification of or the type of work performed.

On termination the employee will be required to return all property belonging to the employer, held by the employee. This may include keys to facilities, vehicles, uniforms and tools of trade.

If the employee is on probation they shall be entitled to one (1) week's notice of termination.

The notice of termination period shall be:

By the employer:

<i>Years of Service</i>	<i>Required Notice</i>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks notice
More than 3 years but not more than 5 years	At least 3 weeks notice
Over 5 years	At least 4 weeks notice

In addition to the above notice, if the employee is over the age of 45 years at the time of the giving of the notice, the employee shall be entitled to an additional week's notice.

By the employee:

The employee is required to give a minimum of two (2) weeks notice to terminate their employment.

9.4 Redundancy

Redundancy occurs where the employer has made a definite decision that 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.

In addition to the period of notice prescribed for ordinary termination, if employment is terminated for reasons set out above the employee shall be entitled to the following amount of severance pay in respect of a continuous period of service:

<u>Period of continuous service</u>	<u>Severance pay</u>	
	<u>Under 45 years</u>	<u>Over 45 years</u>
1 year of less	Nil	Nil
1 year but less than 2 years	4 weeks pay	5 weeks pay
2 years by less than 3 years	7 weeks pay	8.75 weeks pay
3 years but less than 4 years	10 weeks pay	12.5 weeks pay

4 years but less than 5 years	12 weeks pay	15 weeks pay
5 years but less than 6 years	14 weeks pay	17.5 weeks pay
6 years but less than 10 years	16 weeks pay	20 weeks pay
10 years and over	20 weeks pay	20 weeks pay

"Weeks pay" means the employees' ordinary time rate of pay.

During the period of notice of termination given by the employer, an employee shall be allowed up to one (1) day time off without loss of pay during each week of notice, to a maximum of five (5) weeks, for the purposes of seeking other employment.

The employer shall not be obliged to make a severance payment if they obtain acceptable alternative employment for the employee, whether or not the employee rejects the offer of employment.

This sub-section also does not apply if the employee is dismissed for serious misconduct. In that event the employee is only entitled for time worked up to the time of dismissal and any entitlements accrued to that time.

For the purposes of this sub-section, acceptable alternative employment will be deemed to "acceptable" when it entails substantially similar accountabilities and responsibilities, pays at least the equivalent remuneration as the employee's redundant position and is located within reasonable proximity (45 minutes) to the employees usual residence or present workplace.

9.5 Transmission of Business

In the event of the sale or transfer of the business and the employee is offered a position with the new employer, severance payment in sub-section 9.4 of this agreement will not apply provided the position offered is one that would constitute an acceptable alternative position.

In the event of a sale or transfer of the business and the employee is offered a position with the new employer, the employees' conditions of employment will continue and all periods of service that would count as continuous service will be recognized by the new employer.

For the purposes of this sub-section, acceptable alternative employment will be deemed to "acceptable" when it entails substantially similar accountabilities and responsibilities, pays at least the equivalent remuneration as the employee's redundant position and is located within reasonable proximity (45 minutes) to the employees usual residence or present workplace.

10. Classification Structure

LEVEL 1 – REGISTERD NURSE (1 TO 8 YEARS THERE AFTER TRAINING)

An employee at this level:

- Have completed a General Nursing Certificate or Bachelor of Nursing Degree.
- Have at least 2 years post graduate experience.
- Hold a current Authority to Practice licence from the NSW Nurses/Midwives Registration Board.
- Be responsible for the daily care of patients undergoing radiological examinations.

LEVEL 2 – CLINICAL NURSE SPECIALIST (BASIC)

An employee at this level will fulfill all requirements of Level 1 and will:

- Hold relevant post registration qualifications and twelve months experience working in clinical medical imaging or have a minimum of three years post basic registration

experience, of which 2 years experience in clinical medical imaging or have other extensive clinical nursing experience deemed appropriate in consultation with management.

- Be competent in performing all duties independently.
- Liaise effectively with other health care professionals and colleagues.
- Demonstrate the ability and willingness to assist in the training of less experienced staff.

LEVEL 3 – CLINICAL NURSE SPECIALIST (INTERMEDIATE)

An employee at this level will fulfill all requirements of Level 2 and will:

- Have a minimum of 3 years clinical medical imaging training and ability to work independently, in conjunction with other extensive clinical experience as listed in Level 2 (CNS Basic).

LEVEL 4 – CLINICAL NURSE SPECIALIST (ADVANCED)

An employee at this level will fulfill all requirements of Level 3 and will:

- Have five years post registration experience in clinical medical imaging, OR
- Have three years post registration experience in clinical medical imaging and have completed an approved, relevant post graduate registration qualification.
- Actively support and provide professional/clinical guidance and training to less experienced staff.
- Be responsible for assisting with the operational requirements of the nursing services within the medical imaging department, including OH&S and monitoring of resources and stock.

LEVEL 5 – NURSE UNIT MANAGER (Angiography)

An employee at this level will:

- Work as a Clinical Nurse Specialist.
- Be responsible for co-ordination of patient services and staffing allocation within the unit.
- Liaise effectively with other health care professionals and colleagues.
- Be responsible for the implementation and/or development of policies and procedures relevant to the unit and patient needs, including but not limited to OH&S, accreditation and compliance requirements, infection control and Department of Health directives.
- Be responsible for the direction, co-ordination and supervision of nursing activities and training of nurses within the unit.
- Monitor the use and maintenance of equipment and resources within the unit.
- Order and monitor the use and supply of stock.
- Actively participate in the recruitment of and assist in the performance management of nursing staff employed in the unit.

10.1 Rates of Pay

CLASSIFICATION	July 2008	July 2009	July 2010
Level 1 – Registered Nurse (Training)			
1 st year	22.42	23.54	24.72
2 nd year	23.65	24.83	26.07
3 rd year	24.86	26.11	27.41
4 th year	26.18	27.49	28.86
5 th year	27.47	28.84	30.28
6 th year	28.77	30.21	31.72
7 th year	30.24	31.75	33.34
8 th year	31.49	33.06	34.72
Level 2 – Clinical Nurse Specialist (Basic)	33.88	35.58	37.36
Level 3 – Clinical Nurse Specialist (Intermediate)	35.00	36.75	38.58
Level 4 – Clinical Nurse Specialist (Advanced)	39.39	41.35	43.42
Level 5 – Nurse Unit Manager (Angiography)	39.50	41.48	43.55


EXECUTED BY THE PARTIES AS A COLLECTIVE WORKPLACE AGREEMENT on the understanding that it be lodged under the *Workplace Relations Act 1996 (Cth)*.

SIGNED on behalf and with the authority of Ilesilver Pty Ltd ATF North Coast Radiology Trust (ABN 21618758860) by:

Signature of «NAME»

Name in Full:

Address:


BRUCE DAVID TULLY
793 BROXNER HWY
GONNIEL LABAH
GENERAL MANAGER

Position:

(explanation of your authority to sign this agreement)


In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:


SARAH ISARA RICKARD
HR OFFICER
793 BROXNER HIGHWAY
GONNIEL LABAH

On this date:

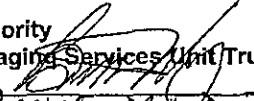
13 January 2009

SIGNED on behalf and with the authority of Imaging Services Pty Ltd ATF Imaging Services Unit Trust (ABN 89298067529) by:

Signature of «NAME»

Name in Full:

Address:


BRUCE DAVID TULLY
793 BROXNER HWY
GONNIEL LABAH
GENERAL MANAGER

Position:

(explanation of your authority to sign this agreement)


In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:


SARAH ISARA RICKARD
HR OFFICER
793 BROXNER HIGHWAY
GONNIEL LABAH

On this date:


13 January 2009

SIGNED on behalf and with the authority
of Imaging Services Pty Ltd AFT Chateau Trust (ABN 62921387798) by:

Signature of «NAME»

Name in Full:

Address:



BRUCE DAVID TULLY
793 BRUKNER HWY
GOONELLABAH

GENERAL MANAGER

Position:

(explanation of your authority to sign this agreement)

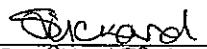
In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:



SARAH ISAACS RICKARD
HR OFFICER
793 BILUXAEN HIGHWAY
GOONELLABAH

On this date:

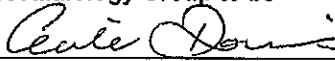
13 January 2009

SIGNED on behalf and with the authority
of the Employees of North Coast Radiology Group to be
covered by this Agreement:

Signature of «NAME»

Name in Full:

Address:



CECILE DAVIS
11 NEWPORT ST
EAST BALLINA NSW 2478
REGISTERED NURSE

Position:

(explanation of your authority to sign this agreement)

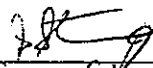
In the Presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

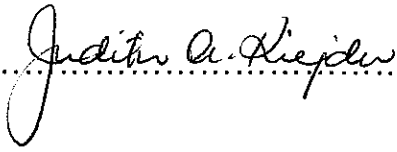
Address:



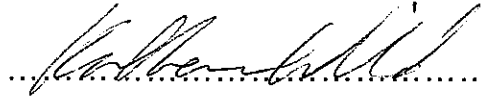
Sue Spinning
receptionist
10 Petrol Court
East Ballina 2478

On this date:

14th January 2009

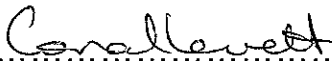


Judith Kiejda
Assistant General Secretary,
NSW Nurses' Association, and
Branch Assistant Secretary
Australian Nursing Federation – NSW Branch
43 Australia Street
CAMPERDOWN NSW 2050

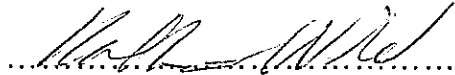


WITNESS

Katherine Wild
Industrial Officer
NSW Nurses' Association
43 Australia Street
CAMPERDOWN NSW 2050



Coral Levett
President,
Australian Nursing Federation – NSW Branch
43 Australia Street
CAMPERDOWN NSW 2050



WITNESS

Katherine Wild
Industrial Officer
NSW Nurses' Association
43 Australia Street
CAMPERDOWN NSW 2050

Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the NSWNA and Rule 40 of the Rules of the Australian Nursing Federation.