



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Regional Imaging Pty Ltd
(AG2014/6347)

REGIONAL IMAGING BORDER AND RIVERINA NURSES ENTERPRISE AGREEMENT 2013

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 16 JUNE 2014

Application for approval of the Regional Imaging Border and Riverina Nurses Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Regional Imaging Border and Riverina Nurses Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Regional Imaging Pty Ltd. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Nursing and Midwifery Federation (ANMF) and New South Wales Nurses and Midwives' Association (NSWNMA) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement was approved in Chambers on 16 June 2014 and, in accordance with s.54 of the Act, will operate from 23 June 2014. The nominal expiry date of the Agreement is 30 June 2016.



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REGIONAL IMAGING BORDER AND RIVERINA

Nurses Enterprise Agreement 2013



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PART 1 – APPLICATION AND OPERATION

1. NAME OF THE AGREEMENT

This agreement shall be known as the *Regional Imaging Border and Riverina Nurses Enterprise Agreement 2013*.

2. PARTIES TO THE AGREEMENT

The parties to this agreement are:

- (a) Regional Imaging Pty Ltd (ABN: 8109563 0792) and
- (b) Nurses employed by Regional Imaging Pty Ltd in the Border and Riverina areas as classified in Schedule A of this agreement.

3. SCOPE OF THE AGREEMENT

This agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to employees employed by Regional Imaging Pty Ltd as classified in Schedule 1 of this agreement.

4. DATE AND PERIOD OF OPERATION

This agreement shall commence operation from the 7th day after the agreement is approved by Fair Work Australia (FWA) and shall remain in force until 30 June 2016 and thereafter in accordance with the Fair Work Act 2009. The employer agrees that discussions regarding bargaining for a new agreement shall commence no later than 3 months prior to the expiry date of this agreement.

5. POSTING OF THE AGREEMENT

A copy of this agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees.

6. FLEXIBILITY ARRANGEMENTS

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

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

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

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

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

6.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

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

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

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

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

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

7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards (“NES”) are provided for under the Fair Work Act 2009 (“the Act”). Where this agreement also has provisions regarding matters dealt with under the NES 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

8. CONSULTATION REGARDING CHANGE

8.1 This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

8.2 For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (8.3) to (8.9) apply.

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

8.4 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

8.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

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

8.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

8.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 8.10 For a change referred to in paragraph 8.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 8.11 to 8.15 apply.
- 8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 8.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 8.16 In this term:
- "relevant employees"* means the employees who may be affected by a change referred to in subclause (1).

9. DISPUTE RESOLUTION PROCEDURE

- 9.1 In the event of a dispute in relation to a matter arising under this agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 9.3 If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- 9.4 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- 9.5 Any dispute referred to the FWC under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

10. TYPES OF EMPLOYMENT

Employees under this agreement will be employed in one of the following categories:

- (a) Full-time;
- (b) Part-time;
- (c) Casual;
- (d) Fixed term or limited tenure.

At the time of engagement an employer will inform each employee the basis on which they are employed. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

11. FULL-TIME

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 permanent part-time employee is one who is permanently appointed by an employer to work a specified number of hours which are less than those prescribed for a full-time employee.
- 12.2 Before commencing part time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.
- 12.3 Employees engaged under this clause shall be paid the hourly rate prescribed in Schedule A as per the relevant classification, with a minimum payment of three hours for each start and shall not be entitled to an additional day off or part thereof as prescribed by paragraph 24 Hours of Work.
- 12.4 A part-time employee shall receive payment and accrue entitlements for wages, leave and other allowances or entitlements under this agreement on a pro rata basis on the basis that the ordinary weekly hours for full-time employees are 38.
- 12.5 Annual review of part-time hours
- (a) At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
 - (b) Any adjusted contracted hours resulting from a review, should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

13. CASUAL EMPLOYMENT

- 13.1 A casual employee means an employee who is engaged and paid by the hour.
- 13.2 Employees engaged under this clause shall be paid the hourly rate prescribed in Schedule A as per the relevant classification, plus a casual loading of 25%.
- 13.3 A casual employee shall be entitled to the same benefits as to hours, overtime, shift penalties and Saturday, Sunday and public holiday rates of pay as applied to their ordinary base rate, as a weekly employee. In accordance with the Fair Work Act 2009 casual employees have no entitlement to paid annual leave.

13.4 A casual employee shall be entitled to a minimum payment for three hours at the appropriate rate in respect of each start and shall be reimbursed all fares actually and reasonably incurred by him/her in travelling to and from work.

13.5 Caring Responsibilities

- (a) Subject to the provision of evidence satisfactory, in accordance with Clause 31 Personal Leave, to the employer and provision of reasonable notice, casual employees are entitled to not be available to attend work, or to leave work:
- (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected

14. TERMINATION OF EMPLOYMENT

14.1 Notice of termination by employer

- (a) In order to terminate the employment of a full-time or part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- (e) The period of notice in this clause does not apply:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to apprentices;
 - (iii) to employees engaged for a specific period of time or for a specific task or tasks;
 - (iv) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (v) to casual employees.

14.2 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the notice set out in 14.2 (a) then the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 14.1(d) to the extent permissible by law. The employee may at any time authorise the employer to deduct from their wages payable up to, or on, termination relevant wages payable in lieu of notice. Should an employer not receive such an authorisation from the employee, the employer may recover such outstanding amount from the employee in the appropriate statutory tribunal.

14.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one 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.

15. REDUNDANCY

- 15.1 A permanent employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

Transfer to lower paid duties

- 15.2 Where an employee is transferred to lower paid duties for reasons set out in 15.1 the employee shall be entitled to the same period of notice of transfer as he/she would be entitled to if his/her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

Severance pay

- 15.3 An employee whose employment is terminated for reasons set out in 15.1 shall be paid the following amount of severance pay in respect of a period of continuous service.
- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

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

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

- 15.4 Provided that the severance payments shall not exceed the amount the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

Definitions

- 15.5 "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and uniform and laundry allowances paid in accordance with the agreement.

Employee Leaving During Notice Period

- 15.6 An employee whose employment is terminated for reasons set out in 15.1 may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- 15.7 Where the employee is offered acceptable alternative employment no severance payment is payable unless subject to an order of the Fair Work Commission.

Time off Period of Notice

- 15.8 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (a) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, produce proof of attendance at an interview or he/she shall not receive payment for the time absent.
 - (b) For this purpose a statutory declaration will be sufficient.
 - (c) This clause does not apply to employees with less than one year's continuous service.

Employees Exempted

- 15.9 This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

PART 4 – MINIMUM WAGES AND RELATED MATTERS

16. WAGES

16.1 Wages shall be determined as follows:

Column 1	Column 2	Column 3
3%	3%	3%

16.2 The wage increases in 16.1 shall be payable as follows:-

- (a) The amount shown in Column 1 shall be payable from beginning of the first full pay period to commence on or after 1 July 2013 and will be paid in the first full pay period following this agreement becoming operational.
- (b) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2014
- (c) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2015

16.3 The wage increases referred to in subclause 16.1 of this Clause shall be absorbed into any payment made to the employee beyond the minimum rates contained within this agreement.

16.4 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).

16.5 Rates of pay as increased by this agreement are set out in Schedule B.

17. SUPERANNUATION

17.1 Statutory superannuation contributions will be paid by the employer on behalf of the employee. If the employee does not nominate their choice of fund, the default fund shall be HESTA (Health Employees Superannuation Trust Australia) Superannuation Plan.

17.2 In addition to the employer's statutory contributions, an employee may make additional contribution from their salary. On receiving written authorisation from the employee the employer will commence making contributions to the employees fund in accordance with the Superannuation Guarantee Charge Act 1992.

17.3 Superannuation fund payments will be made in accordance with trust fund deeds.

- 17.4 Where an Employee salary packages their wages in accordance with this agreement, superannuation shall be paid on the pre-packaged wages.
- 17.5 An employer must make such superannuation contributions to a superannuation fund for the benefit of a casual employee who has earned in excess of \$2000 ordinary time earnings during their employment in the course of any one year (1 July to 30 June).

18. SALARY SACRIFICE PROCEDURE (SUPERANNUATION ONLY)

- 18.1 Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the employer and the employee. The employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- 18.2 An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- 18.3 The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- 18.4 The employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary sacrifice arrangements.
- 18.5 In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, or at a cost or expense to the employer, the employer will advise the employee concerned. The salary sacrifice contribution arrangement will be terminated or amended on the employer giving one month's notice.
- 18.6 Unless otherwise agreed by the employer, an employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

19. HIGHER DUTIES

- 19.1 An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.
- 19.2 The provisions of 19.1 shall not apply where the employee being relieved is absent from duty for a period of one (1) day.
- 19.3 A registered nurse division 1 who is designated to be in charge of a registered private day procedure centre during a shift when the Nurse Unit Manager is not rostered for duty, shall be paid an allowance per shift as per Schedule B. For the avoidance of

doubt, this allowance may not be claimed in addition to any payment under 19.1 or 19.2.

20. ALLOWANCES

20.1 The employer shall pay the employee the following:

- (a) For each day the employee will receive a per day payment to be rostered on call as per Schedule B.
- (b) If an employee is called in they will receive double time for a call in, with a minimum of 3 hours to be paid per call. If the call exceeds 3 hours, payment is reverted back to an hourly basis.
- (c) Rest period after overtime
 - (i) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days or shifts, including overtime.
 - (ii) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least ten consecutive hours off duty between those times, will be released after completion of such overtime, until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (iii) If, on the instruction of the employer, an employee resumes or continues to work without having had ten consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

20.2 Lead Apron Allowance

An employee required to wear a lead apron shall be paid an allowance of the sum set out in Schedule B for each hour or part thereof that they are required to wear the said apron.

21. UNIFORMS

Sufficient, suitable and serviceable uniforms shall be provided free of cost to all employees who are required by the employer to wear uniforms.

22. REGISTRATION ALLOWANCE

A registration allowance shall be paid by the employer for all registered nursing professionals for an amount equal to the relevant APHRA registration. Employees are to pay their own registration fees and are required to provide evidence of renewal where requested. Reimbursements will be made on provision of an appropriate tax invoice and a copy of the relevant registration.

PART 5 – HOURS OF WORK AND RELATED MATTERS

23. ROSTER OF HOURS

- 23.1 The ordinary hours of work for each employee, other than casual employees, shall be displayed on a roster in a place conveniently accessible to employees.
- 23.2 The roster shall be displayed where practicable at least two weeks prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster.
- 23.3 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service to be carried on where another employee is absent from duty on account of illness or in an emergency: provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- 23.4 Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- 23.5 An employee may change their roster at short notice, with the agreement of their unit manager for any reasonable ground.
- 23.6 An employer may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.

24. HOURS OF WORK

- 24.1 Ordinary hours of work shall not exceed an average of 38 per week.
- 24.2 Subject to the employers consent and further subject to the operational requirements, the arrangement of the 38 hour week may be any one of the following;
 - (a) by employees working less than 8 ordinary hours each day; or
 - (b) by employees working less than 8 ordinary hours on one or more days each week; or
 - (c) by employees working less than a 10 hour day, four (4) days per week; or

- (d) by employees working a combination of hours, up to a maximum of 10 hours in a day, working 38 hours per week; or
- (e) by fixing one weekday on which all employees will be off during a particular work cycle; or
- (f) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.
- (g) circumstances may arise where different method of implementation of a 38 hour week apply to various groups or sections of employees.

24.3 Shift Allowances

- (a) Employees whose rostered hours of duty finish after 6.00pm and before 7.30am, or commence after 6.00pm or before 7.30 am, will be paid a shift allowance of 15%.
- (b) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee is a part-time or casual employee.
- (c) Shift allowances are not paid in addition to overtime.

24.4 Substitute Days

- (a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with their roster for another day in order to meet the requirements of the business.
- (b) An individual employee, with the agreement of his/her employer, may substitute the day he/she is to take off for another day.

25. MEAL BREAKS AND REST BREAKS

25.1 Meal breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) Where an employee is required to remain available or on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

25.2 Tea breaks

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

- (c) Tea breaks will count as time worked.

26. SATURDAY, SUNDAY AND HOLIDAY RATES OF PAY

26.1 Shift Workers

- (a) Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
- (b) Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

26.2 Employees required to work on Saturdays, Sundays or public holidays shall be paid for a minimum of three hours' work.

26.3 The loadings in 26.1 are not cumulative and are not additional to those in 24.3. Shift loading are not paid in addition to overtime.

27. OVERTIME

27.1 Where the employee (including a part-time employee) is required to work in excess of their usual full-time hours, they will be entitled to overtime at a rate of time and a half for the first two hours and double time thereafter.

27.2 For the purpose of calculating overtime each day or shift shall stand alone.

27.3 An employee is to attain approval from their relevant manager prior to overtime being worked. All overtime must be authorised by the relevant manager.

27.4 Subject to the following subclauses, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for under this agreement:

- (a) An employee may refuse to work overtime in circumstances where working of such overtime would result in the employee working hours which are unreasonable.
- (b) For the purpose of this subclause, what is reasonable or otherwise will be determined having regard to:
 - (i) the risk to the employees' health and safety;
 - (ii) the employees personal circumstances including any family or carer responsibilities;
 - (iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

(v) any other relevant matter.

27.5 Time Off in Lieu of Payment of Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) An employee may not accrue more than 15.2 hours TIL (Time Off in Lieu of Payment of Overtime) at any time. Once 15.2 hours of TIL has been accrued any further overtime hours worked will automatically be paid at overtime rates until the balance of TIL is less than 15.2.
- (c) Overtime taken as time off during ordinary time hours shall be taken at time for time.
- (d) If, having elected to take time off in lieu in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with this agreement.

28. APPLICATION OF OVERTIME, PENALTIES, 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, only the highest of any such penalty or entitlement shall be payable.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

29. PARENTAL LEAVE

29.1 Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act 2009, as amended from time to time.

29.2 Permanent employees eligible for parental leave in accordance with 29.1 shall be entitled to the following paid parental leave:

- (a) 8 weeks paid maternity, adoption leave shall be given to any permanent employee who qualifies for maternity and adoption leave under the provisions of the agreement from the date of lodgement of the enterprise agreement.

- (b) Two week's paid birth partner leave shall be given to any permanent employee who qualifies for paternity leave under the provisions of the Agreement from the date of lodgement of the agreement.

29.3 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 29.2 (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 29.2 (a), then the payment under clause 29.2(a) of this agreement will be inclusive of and will absorb any increased payments under the amended PPL or other such new Government Scheme.

29.4 A female employee shall be entitled to work until their estimated date of confinement. If requested by the Manager or nominee, the employee shall provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of confinement is not a risk to the employee or the unborn child.

In addition, the employee may take all accrued annual leave prior to a return to work from maternity and adoption leave and birth partner leave.

29.5 **Right to request**

(a) An employee entitled to parental leave pursuant to the provisions of 29.1 may request the employer to allow the employee:

- (i) To extend the one week of simultaneous unpaid parental leave up to a maximum of eight weeks;

- (ii) To extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

- (iii) To return from a period of parental leave on a part-time basis until the child reaches school age;

- (iv) 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 of the workplace or the employer's business. Such grounds might 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 (a) and (b) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 29.5 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.

30. ANNUAL LEAVE

30.1 Annual Leave

- (a) For each year of service with his or her employer, a full-time employee is entitled to 5 weeks of paid annual leave. Part-time employees shall be entitled to such leave as prescribed herein on a pro-rata basis.

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

A shift worker, as defined herein, is entitled to an additional week's annual leave to that prescribed in subparagraph (a) above. For the purposes of this provision a shift worker is defined as an employee who is regularly rostered ordinary hours over seven days a week and regularly works ordinary hours on weekends.

- (b) in addition to the periods specified in paragraph (a) of this subclause one day shall be added to the period of leave for each public holiday prescribed by clause - Holidays, which occurs during the period of annual leave.

- 30.2 Such annual leave shall be given and shall be taken within a period of twelve months after the date when the right to annual leave accrued, or in accordance with 30.9.
- 30.3 The employer shall give each employee, where practicable, at least three months' notice of the date upon which he/she shall enter upon his/her annual leave. In any event such notice shall not be less than 28 days.
- 30.4 An employee going on leave, shall be paid for the period of leave at the ordinary rate of salary to which he/she is entitled under his/her contract of employment on a fortnightly basis.
- 30.5 When the employment of an employee is terminated, he/she shall be entitled to receive a proportionate payment for all service for which no annual leave has been granted at the time rate of pay, as fixed under his/her contract of employment. The pro-rata annual leave payments shall be equal to one-twelfth of such ordinary pay for that period of employment.
- 30.6 An employee may make an application to take annual leave after 3 months of employment, provided that the amount of leave requested does not exceed the value of accrued leave entitlement.

30.7 Annual leave loading

- (a) In addition to their ordinary pay, an employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.
- (b) Shift workers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

30.8 Payment in lieu of an amount of annual leave

- (a) 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.
 - (i) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) Where an employee forgoes an entitlement to take an amount of annual leave, the 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.

30.9 An employee must take an amount of annual leave during a particular period if:

- (a) the employee is directed to do so by his or her employer; and
- (b) at the time that the direction is given, the employee has annual leave credited to him or her of more than 1/13 of the number of nominal hours worked by the employee for the employer during the period of 104 weeks ending at the time that the direction is given; and
- (c) the amount of annual leave that the employee is directed to take is less than, or equal to, 1/4 of the amount of credited annual leave of the employee at the time that the direction is given.
- (d) the timing of the annual leave can be at the employees' choosing, but it cannot be later than 4 weeks after the direction is given by the employer.

31. PERSONAL LEAVE

31.1 Amount of paid personal leave

An employee, other than a casual employee, is entitled to the following amount of paid personal leave:

- (a) 10 days per annum (pro-rata for part-time employees)

31.2 Immediate family or household

- (a) The entitlement to use personal leave to care for immediate family or household members is subject to the person being either a member of the employee's immediate family or a member of the employee's household.
- (b) The term immediate family includes:
 - (i) 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, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
 - (ii) child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent (including parent-in-law), grandparent, grandchild or sibling of the employee or spouse of the employee.

31.3 Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury. The employer will require evidence of sickness or injury in the form of a medical certificate from the employee's usual treating medical/health practitioner when the employee takes two (2) or more consecutive days sick or if a staff member takes sick leave before or after a weekend, public holiday or RDO, in a pattern or on a regular basis.

31.4 Cumulative personal leave

- (a) An employee is entitled to use accumulated personal leave for personal injury or sickness if the employee has already used the current year's personal leave.
- (b) Personal leave entitlements which are untaken at the completion of the year shall accumulate.
- (c) All personal leave accrued to the date of this agreement shall be deemed to be accumulated.
- (d) For the purpose of this clause a working day shall be one of seven hours 36 minutes.

31.5 Personal leave to care for immediate family or household members

- (a) An employee is entitled to use up their personal leave, including accrued leave, to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Leave may be taken for part of a single day.

(b) The entitlement to use personal leave is subject to the employee being responsible for the care of the person concerned.

(c) Evidence supporting claim

(i) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate, the illness of the person concerned and that the illness is such as to require care by another.

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(iii) In normal circumstances an employee must not take personal leave under this clause where another person has taken leave to care for the same person.

(iv) The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee/officer to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

(v) Each day or part of a day personal leave taken in accordance with 31.5 is to be deducted from the amount of personal leave provided in 31.1.

(vi) An employee is entitled to use accumulated personal leave as paid personal leave to care for a family or household member, in accordance with 31.4, if the employee has used the current year's personal leave entitlement.

31.6 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, he or she is entitled to take unpaid personal leave to care for members of his or her immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of 31.5 (c) are met.

32. COMPASSIONATE LEAVE

- 32.1 An employee is entitled to two (2) days compassionate leave per occasion on the death or serious illness or injury of a member of their immediate family or household.
- 32.2 Proof of such death or serious illness or injury shall be furnished by the employee to the satisfaction of the employer.
- 32.3 For the purposes of this clause “immediate family” includes:
- (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse or same sex partner) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis although not legally married; and
 - (b) a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee, or of the employee’s current or former spouse.

This sub-clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

- 32.4 The compassionate leave in 32.1 will be paid for full and part time employees. For casual employees, compassionate leave is unpaid.

33. LONG SERVICE LEAVE

- 33.1 Employees will be entitled to long service leave on the following basis:
- (a) An employee who has completed 10 years of service with an employer will be entitled to take two months’ long service leave, and a further one month for every five years completed service thereafter.
 - (b) Upon termination an employee will be entitled to receive payment for any long service leave which has fallen due and has not been taken, and in addition shall receive pro rata payments on the following basis:
 - (i) For service between 10 and 15 years the employee will be entitled to receive pro rata long service leave upon termination for any cause on the basis of three months for 15 years’ service.
 - (ii) An employee who has completed at least five years’ service as an adult but less than 10 years’ total service and whose services are terminated by the employer for reasons other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will receive pro rata long service leave on the basis of two months for 10 years’ service.

- 33.2 Otherwise the provisions of the Long Service Leave Act 1955 (NSW), as amended, will apply.
- 33.3 If such employee dies before entering upon such extended leave, or if, after having entered upon the same, dies before its termination, his/her widow/widower/other legal benefactor or, in the case of a widow/widower/other legal benefactor leaving children, his/her children or their guardians or other dependent relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.
- 33.4 Employees previously engaged under the Regional Imaging Border (RIB) Medical Imaging Technologists Collective Agreement 2007 shall be entitled to accrue Long Service Leave in accordance with Schedule C.

34. REPRESENTATIVE LEAVE

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

- (a) To a maximum of three (3) days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
- (i) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
 - (ii) That two (2) weeks' notice is provided to the employer;
 - (iii) The approval of leave must have regard to the operational requirements of the employer;
 - (iv) This leave shall be paid at the ordinary time rate of pay.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

35. PROFESSIONAL DEVELOPMENT

- (a) Each full-time nurse (pro rata, for part-time nurses) is able to access paid leave for the purposes of attendance at approved conferences/seminars. Each application will be assessed on its merits in the context of the applicability of the conference/seminar, the number of other similar applications and the resources available to the employer.
- (b) The time and manner of taking any entitlement under this provision is to be mutually agreed between the employer and the employee and the course and means of dissemination of conference/seminar information is to be approved by the Regional Manager.

- (c) Reasonable costs may be paid by the employer on a shared basis with the employee, when the employer selects and/or approves the employee for the conference/seminar.
- (d) All staff granted conference/seminar leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to the Regional Manager.

36. PUBLIC HOLIDAYS

- 36.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days, respectively, together with all proclaimed public holidays throughout the State.
- 36.2 In addition to those public holidays specified in 36.1 employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on the day on which August Bank Holiday is observed, or at the election of the employer may be transferred as an additional public holiday to a day between Christmas and New Year.
- 36.3 Any individual employer wishing to transfer the August Bank holiday shall nominate before 1 July of each calendar year the day on which the additional public holiday is to be observed. Such date shall occur within the days Monday to Friday inclusive and shall not coincide with a date that is already a gazetted public holiday for that calendar year. Once such an election is made, such date then becomes the date on which the additional public holiday is to be observed for all workers in that establishment covered by this agreement.
- 36.4 Every employee allowed a holiday specified herein shall be deemed to have worked in the week in which the holiday falls the number of ordinary hours that the employee would have worked had the day not been a holiday.
- 36.5 In determining whether a part-time employee who works a rotating roster is entitled to receive the benefits for a particular public holiday not worked, the employer will determine this by reviewing the roster pattern of the individual over the preceding twelve months. If the rosters show that the employee has worked 50% or more on the days on which a particular public holiday falls, the employee shall be entitled to receive the rostered off benefit for that public holiday.
- 36.6 Employees required to work on Public Holidays will be entitled to be paid double time for all hours worked.

PART 7 – OTHER MATTERS

37. RECOGNITION OF SERVICE AND EXPERIENCE

- 37.1 The employer shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse then the requirements of this clause shall not commence until the employer does so notify the nurse.
- 37.2 From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- 37.3 Until such time as the nurse furnishes any such documentation contemplated in 37.2 above the employer shall pay the nurse at the level for which documentary evidence has been provided.
- 37.4 If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 37.5 If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the employer.
- 37.6 A nurse who is working as a nurse for more than one organisation shall notify each employer under this agreement within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.
- 37.7 A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the nurse shall be paid at the higher rate only from the date of proof.
- 37.8 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1786 hours of experience.

38. MEDICAL EXAMINATION OF NURSES

On commencement of employment the employee shall be notified of the availability of the following provisions which the employer shall provide at the request of the employee:

- 38.1 For protection against other communicable diseases:

- (a) where a nurse has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
- (b) booster immunisation against tetanus at 10-year intervals;
- (c) a rubella antibody test and, where a nurse has a negative result, rubella immunisation.
- (d) MANTOUX.

- 38.2 For protection against radiation exposure, nurses required to work in close proximity to a source of ionising radiation should be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.
- 38.3 The costs involved in the various screening and protection procedures should be borne by the employer.

39. REASONABLE WORKLOADS FOR NURSES

- 39.1 The employer has a responsibility to provide reasonable workloads for nurses.
- 39.2 Reasonable workload principles

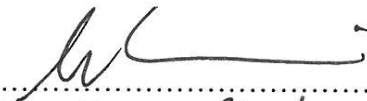
The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

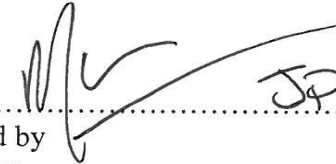
- (a) the workload assessment, will take into account demand by way of clinical assessment, including acuity; skill mix, including specialisation where relevant; and geographical and other local requirements/resources;
- (b) the work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
- (c) the work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse;
- (d) the workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;
- (e) an employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances or circumstances of urgent nature;

(f) an employee shall not be required to work an unreasonable amount of overtime unless consulted with and agreed to by the employee; and

39.3 Any dispute will be settled with the Nursing Unit Manager and the Regional Manager.

DATED this 6th day of June 2014


.....
Signed by *General Manager*
Regional Imaging Pty Ltd


..... JP 12460
Signed by
Witness

Bldg 2, Level 3, 510 Springvale Rd
Glen Waverley, VIC 3150

.....
Address
Regional Imaging Pty Ltd

Melanie Plant
58 The Boulevard
Narre Warren South
3805

.....
Name and address of witness

Brett Holmes
.....

Brett Howard Holmes
General Secretary
New South Wales Nurses and
Midwives' Association; and

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

Margaret Potts
.....

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett
.....

Coral Vicky Levett
President
New South Wales Nurses and
Midwives' Association, and;

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

Margaret Potts
.....

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

SCHEDULE A - CLASSIFICATIONS AND DEFINITIONS

- (i) **"Board"** means the Nurses' and Midwives' Board of New South Wales.
- (ii) **"Assistant in Nursing"** means a person, other than a registered nurse, student nurse or trainee registered nurse who is employed in nursing duties
- (iii) **"Registered Nurse Division 2 (Enrolled)"** means a person registered by the Board as such.
- (iv) **"Registered Nurse Division 1"** means a person registered by the Board as such..
- (v) **"Nursing Unit Manager"** means a registered nurse in charge of nurses involved in Medical Imaging and shall include:
 - (1) "Nursing Unit Manager Level 1" whose responsibilities include:
 - (A) Co-ordination of Patient Services
 - Liaison with all health care disciplines for the provision of services to meet patient needs at a Regional Imaging site.
 - The orchestration of services to meet patient needs.
 - Monitoring catering and transport services.
 - (B) Unit Management
 - Implementation of Regional Imaging Pty Ltd Policy.
 - Dissemination of information to all personnel.
 - Ensuring environmental safety.
 - Monitoring the use and maintenance of equipment.
 - Monitoring the supply and use of stock and supplies.
 - Monitoring cleaning services.
 - (C) Nursing Staff Management
 - Direction, co-ordination and supervision of nursing activities.
 - Training, appraisal and counselling of nursing staff.
 - Rostering and/or allocation of nursing staff.

- Development and/or implementation of new nursing practice according to patient need.

SCHEDULE B – WAGES AND ALLOWANCES

Classification	Current rates	FPPOA 01 JULY 2013	FPPOA 01 JULY 2014	FPPOA 01 JULY 2015
	per hour	per hour	per hour	per hour
Registered Nurse Division 2 (Enrolled)				
1st year	\$ 26.24	\$ 27.03	\$ 27.84	\$ 28.67
2nd year	\$ 26.82	\$ 27.62	\$ 28.45	\$ 29.31
3rd year	\$ 27.39	\$ 28.21	\$ 29.06	\$ 29.93
4th year	\$ 27.96	\$ 28.80	\$ 29.66	\$ 30.55
Thereafter	\$ 28.55	\$ 29.41	\$ 30.29	\$ 31.20
Registered Nurse Division 1				
1st year	\$ 29.74	\$ 30.63	\$ 31.55	\$ 32.50
2nd year	\$ 31.36	\$ 32.30	\$ 33.27	\$ 34.27
3rd year	\$ 32.99	\$ 33.98	\$ 35.00	\$ 36.05
4th year	\$ 34.72	\$ 35.76	\$ 36.83	\$ 37.94
5th year	\$ 36.43	\$ 37.52	\$ 38.65	\$ 39.81
6th year	\$ 38.16	\$ 39.30	\$ 40.48	\$ 41.70
7th year	\$ 40.11	\$ 41.31	\$ 42.55	\$ 43.83
8th year	\$ 41.76	\$ 43.01	\$ 44.30	\$ 45.63
Nurse Unit Manager				
Level 1	\$ 46.65	\$ 48.05	\$ 49.49	\$ 50.98
Allowances				
	Current rates	FPPOA 01 JULY 2013	FPPOA 01 JULY 2014	FPPOA 01 JULY 2015
Lead Gown Allowance (per hour)	\$ 1.73	\$ 1.78	\$ 1.84	\$ 1.89
On Call Allowance (per day)	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78
Higher Duties (per day)	\$ 28.76	\$ 29.62	\$ 30.51	\$ 31.43

SCHEDULE C – Long Service Leave

Preserved Long service leave accrual entitlements for nurses engaged under the Regional Imaging Border (RIB) Medical Imaging Technologists Collective Agreement 2007 shall be entitled to accrue Long Service Leave on the following basis:

- (i) An employee who has completed 10 years of service with an employer will be entitled to take 13 weeks long service leave, and a further 6.5 weeks for every five years completed service thereafter.
- (ii) Upon termination by the employer, an employee will be entitled to receive payment for any long service leave which has fallen due and has not been taken, and in addition shall receive pro rata payments on the following basis:
 - (1) For service between 10 and 15 years the employee will be entitled to receive pro rata long service leave upon termination for any cause on the basis of 19.5 weeks for 15 years' service.
 - (2) An employee who has completed at least five years' service as an adult but less than 10 years' total service and whose services are terminated by the employer for reasons other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will receive pro rata long service leave on the basis of 13 weeks for 10 years' service.
- (i) Other than the accrual provisions, the provisions of the agreement at clause 33 will otherwise apply.