

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/190

TITLE: St Vincent's Private Hospital Darlinghurst Medical Imaging Service, Enterprise Agreement 2002

I.R.C. NO: IRC02/2280

DATE APPROVED/COMMENCEMENT: 14 May 2002/1 January 2002

TERM: 30 June 2003

NEW AGREEMENT OR

VARIATION: New. Replaces EA99/280

GAZETTAL REFERENCE: 21 June 2002

DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees as defined in clause 3, Definitions, of the Private Hospital Employees (State) Award that are employed within the Medical Imaging Service and at any Satellite X-Ray Service, and staff members as defined in clause 10, Definitions, of the Agreement.

PARTIES: St Vincent's Private Hospital -&- The Health and Research Employees' Association of New South Wales





FILED

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OFFICE OF THE INDUSTRIAL
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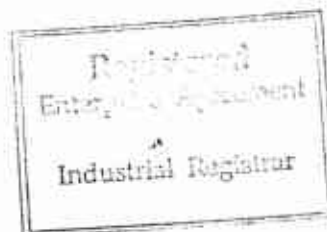
Registered
Enterprise Agreement
Industrial Registrar

St Vincent's Private Hospital Darlinghurst

Medical Imaging Service

Enterprise Agreement 2002

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1. Title

This Agreement shall be known as the St Vincent's Private Hospital, Darlinghurst, Medical Imaging Service Enterprise Agreement 2002.

2. Area, Incidence And Parties Bound

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

3. Operative Date

This Agreement will take effect on the date of ratification by the Industrial Relations Commission of NSW, and by administrative action, the general conditions of pay will be back dated to the first pay period commencing on or after 1 January 2002. This Agreement will remain in force until 30 June 2003.

Negotiation of Enterprise Bargaining Agreement 3 will commence 1 January 2003.

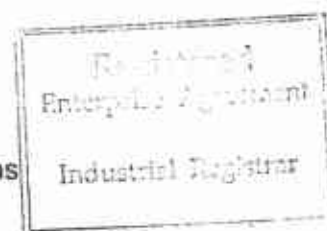
4. Relationship To Parent Award

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

5. Award Clauses To Be Over-Ridden By This Agreement

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

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



6. Single Bargaining Unit

For the purpose of negotiating this Enterprise Agreement, a committee has been established consisting of three (3) staff member representatives, three (3) management representatives, (2) union representatives and a facilitator.

7. Aim Of This Agreement

Consistent with the Mission, Values and Philosophy of the Sisters of Charity Health Service, this Agreement aims to build a culture of partnership between St Vincent's Private Hospital and its staff within the Medical Imaging Service, as well as maintain and enhance the health services provided. Essentially this Agreement is designed to:

- provide varied and more fulfilling career path opportunities to staff;
- recognise the contribution and value of staff on an equitable, collaborative and consistent basis;
- attract, retain and motivate staff;
- focus the work of staff towards the Mission, Values, and Philosophy of the Sisters of Charity Health Service, and the corporate objectives and strategic plans of St Vincent's Private Hospital;
- encourage and promote the active contribution of staff towards initiatives that improve the quality and increase the efficiency of services provided by the Medical Imaging Service;
- encourage the development, maintenance and improvement of performance measurement indicators in all departments represented by the staff covered by this Agreement; such indicators including absenteeism, overtime rates, output per full time equivalent and quality indicators.

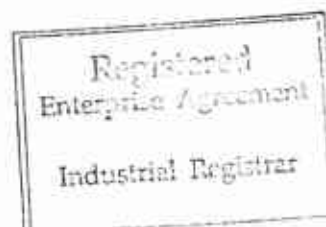
Through a mixture of efficiency and productivity, St Vincent's Private Hospital Medical Imaging Service will continue to provide a first class service to patients, and be a place where the quality of working life is the benchmark for other service providers.

8. New Staff Members

The parties agree that any new staff member who is employed during the term of this Agreement will be covered by this Agreement. The new staff member will be entitled to all benefits and will be bound by all obligations with this Agreement from their date of employment.

9. Agreement To Be Displayed

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by this Agreement, in accordance with the Regulations of the Industrial Relations Act, 1996.



10. Definitions

ADMINISTRATION

10.1 SVMl Officer Grade 1

Clerical person with minimum or no experience, working under constant supervision and requiring verification of majority of completed tasks.

10.2 SVMl Officer Grade 2

Works within established routines, methods and procedures. Operates information system with minimal supervision. Working knowledge of all equipment within administration.

10.3 SVMl Officer Grade 3

Works within established routines, methods and procedures. Operates information system with minimal supervision. Working knowledge of all equipment within administration.

10.4 SVMl Officer Grade 4

Appointed by SVMl and performs the functions of Grade 2.2, has extensive knowledge of specific areas within the department. Exhibits a high degree of initiative, productivity, communication and computer literacy. *1

10.5 SVMl Officer Grade 5

Performs duties of Grade 3 related to secretarial or accounts. Self motivator, demonstrates initiative and takes responsibility for the work of others. High level of competence with the information system. Directly assists the Office Manager and relieves that position when required. Performs further education for all relevant staff.

RADIOGRAPHERS

10.6 SVMl Officer Level 1

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

10.7 SVMl Officer Level 1.1

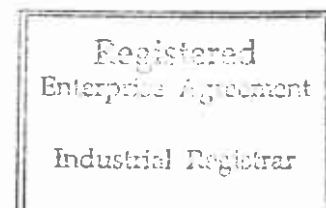
Trainee Sonographer, requiring full supervision and instruction in ultrasound practice.

10.8 SVMl Officer Level 1.2

General radiographer under limited supervision.

10.9 SVMl Officer Level 1.3

Radiographer competent in general radiography in advanced techniques for mobile, operating room, fluoroscopy, plain film and I.V.P.'s.



10.10 SVMI Officer Level 1.4

General radiographer with the skills of 1.3, solves equipment problems and performs all examinations at the highest practice standard.

10.11 SVMI Officer Level 1.5

Sonographer who works with minimal supervision on general ultrasound studies; Abdominal, Urinary Tract, Small parts, Female and Male Pelvis, DVT's, soft tissue lumps, first trimester pregnancy and biopsies/drainage. Holds professional qualifications.

10.12 SVMI Officer Level 2.0 (a)

Senior radiographer with skills of 1.4 and performs competent examinations in one or more modalities, that is, mammography, CT, MRI and DSA.

10.13 SVMI Officer Level 2.0 (b)

Senior radiographer with skills of 2.0 (a) and performs examinations at the highest practice standard in one or more modalities. Works unsupervised, and possesses complete knowledge of that area.

10.14 SVMI Officer Level 2.1

Senior MRI radiographer with skills of 2.0 (b) and performs MRI proficiently. Holds professional qualification. Considered at 6 months post training.

10.15 SVMI Officer Level 2.2 (a)

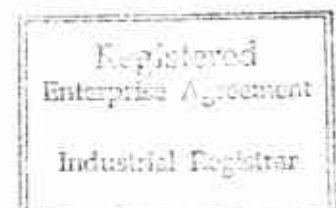
Senior Sonographer with skills of 1.5 and performs competent examinations in general ultrasounds procedures, musculo-skeletal, doppler/vascular studies and advanced obstetrics (second and third trimester evaluations). Holds professional qualifications.

10.16 SVMI Officer Level 2.2 (b)

Senior Sonographer with skills of 2.2 (a) and performs examinations at the highest practice standard in general ultrasounds procedures, musculo-skeletal, doppler/vascular studies and advanced obstetrics (second and third trimester evaluations). Works unsupervised, and possesses complete knowledge of that area. Holds professional qualifications.

10.17 SVMI Officer Level 3.0

Specialised radiographer appointed by SVMI who works in a specialised modality or section that is Mammography, CT, MRI and DSA. Responsible for the maintenance of clinical standard and practice, education and training of relevant staff. Relieve higher duties when required. Performs examinations at the highest practice standard and spends substantial time in that modality or section. Holds professional qualifications.



10.18 SVMI Officer Level 3.1

Specialised MRI radiographer appointed by SVMI, with skills of 2.1. Responsible for the maintenance of clinical standard and practice, education and training of relevant staff. Relieve higher duties when required. Performs examinations at the highest practice standard and spends substantial time in that modality or section. Holds professional qualifications.

10.19 SVMI Officer Level 3.2

Specialised Sonographer appointed by SVMI, with skills of 3.3. Responsible for the maintenance of clinical standard and practice, education and training of relevant staff. Relieve higher duties when required. Performs examinations at the highest practice standard and spends substantial time in that modality or section. Holds professional qualifications.

11. Wages

Staff members covered by this Agreement will be paid not less than the appropriate level as set out in Schedule A, Table 1, Monetary Rates.

In general terms, this Agreement allows for:

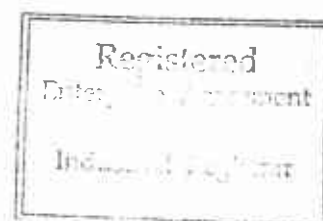
- (i) recognition of the rates being paid for very senior professionals, and increases in the rates for all other staff to ensure that they are paid in accordance with the market place;
- (ii) increases to take effect after ratification and to have effect from the first pay period commencing on or after the 1st January 2002;
- (iii) further increase of 3% from the first pay period commencing on or after 1 July 2002.

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

12. Allowances

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

- (i) On call allowance.
 - (a) Staff required to be on-call for MRI shall be paid an allowance as set out in Schedule A, Table 2, Allowances for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours, where:
 - (i) if a regular shift for the department occurs on that day, Item (i) of Table 2, Allowances, shall be paid; or



- (ii) if no regular shift for the department occurs on that day, Item (ii) of Table 2, Allowances, shall be paid.
 - (b) Staff who are requested to be on-call for other services do not receive an on-call allowance, as the call-in allowance (refer (ii) below) incorporates the on-call allowance.
 - (c) Staff required to be on-call for CT; General X-ray; MRI; and Ultrasound during public holidays shall be paid an allowance as set out in Schedule A, Table 2 (iii). Allowances for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours. If called in this on-call allowance shall be absorbed into the call-in allowance.
- (ii) Call-in rate
- (a) Staff required to return to the Hospital to conduct services shall be paid an allowance as set out in Item (iv) in Schedule A, Table 2, Allowances, for each time the staff member is called in when not at the Hospital.
 - (b) Staff required to return to the Hospital to conduct services on public holidays shall be paid an allowance as set out in Item (v) in Schedule A, Table 2. For each time the staff member is called when not at the hospital. There will be a further increase of 3% from the first pay period commencing on or after 1 July 2002.
 - (c) All staff members who attend a call-in are required to contact the ADN on duty before leaving the Hospital to ensure no further services are required.
 - (d) If the staff member called in undertakes so many procedures or complex procedures such that more than two (2) hours elapse from the arrival of the staff member before the staff member may leave, the staff member may claim overtime; such overtime commencing from two (2) hours after arrival at the Hospital and ending on departure from the Hospital.

(iii) Higher duties allowance

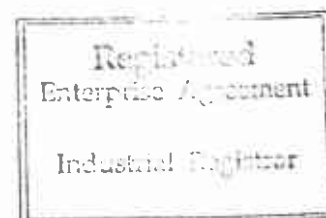
A staff member required by an authorised representative to relieve the entire duties of another staff member paid on a higher scale shall be paid for the time so spent at the rate for the staff member so relieved.

13. Meals

- (i) A staff member shall not be required to work more than six (6) hours without a meal break.

Such meal break shall be of between 30 and 60 minutes duration, at Management's discretion, and shall not count as time worked.

- (ii) A staff member required to work in excess of ten (10) ordinary hours, shall be entitled to 60 minute meal break. Such time shall be taken as either two 30 minute meal breaks or one 60 minute meal break, subject to agreement between the manager and the staff member.



14. Hours Of Operation

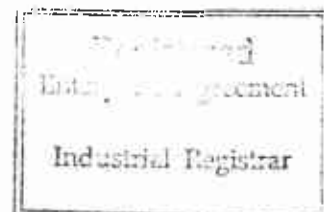
- (a) The normal hours of operation for the Medical Imaging Service are from 0800 to 2000 hours Monday to Friday. 0800 to 1200 hours Saturday and Sunday as required, except on declared Public Holidays.
- (b) The normal hours of operation of the MRI may be beyond 2000 hours Monday to Friday, and beyond 1200 hours Saturday and Sunday as required.
- (c) Administrative staff may be required to work on Saturdays or Sundays, as at the commencement of this Agreement.
- (d) Extension of these hours will be reviewed quarterly or when a significant change in client needs, and changes to the hours will occur, following discussion with staff, as and when the business need exists.

15. Hours

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

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

- (iii) The normal shift length shall be seven (7) hours (excluding meal breaks) for radiographers and 7.6 hours (excluding meal breaks) for administration staff. Individual shift length may be negotiable and changed by agreement between an individual staff member and the manager, with hours not worked on a shortened shift worked on another day in the same fortnight.
- (iv) Full-time staff members shall receive a minimum payment of four hours for each start in respect of ordinary hours of work. Minimum hours may be varied by mutual agreement between the manager and staff member. Permanent part-time staff members and casual staff members shall receive a minimum payment of two hours for each such start.
- (v) Each shift shall consist of not more than 11 ordinary hours of work per day. Provided that shifts in excess of ten ordinary hours of work shall not occur on more than 7 consecutive days in any 8-day period. Provided further that shifts of ten ordinary hours of work or less shall not occur on more than 11 consecutive days in any 12-day period.



- (vi) Except for meal breaks each day, all time from the commencement to the cessation of duty each day shall count as working time.
- (vii) Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed to each staff member on duty during each ordinary shift of seven (7) hours or more. Where less than seven (7) ordinary hours are worked, staff members shall be allowed one 10-minute break within each 4-hour period. Subject to agreement between the manager and the staff member, the 2 ten-minute breaks may alternatively be taken as one 20-minute break, or as one 10-minute break with the staff member allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such break(s) shall count as working time.
- (viii) There shall be a minimum break of 8 hours between ordinary rostered shifts on successive days.
- (ix) Apprentices – The ordinary hours of work for apprentices shall be as prescribed in this Clause, provided that no apprentice shall be required to perform work which would prevent the apprentice from attending classes at technical college.

16. Roster of Hours

- (i) Each staff member's ordinary hours of work shall be displayed on a roster in a place easily accessible to staff members. Where practicable, such roster shall be displayed two (2) weeks, but in any case at least one week, prior to the commencement of the first working period in the roster.
- (ii) This provision shall not make it obligatory for the Hospital to display any roster for casual or relieving staff.
- (iii) A roster may be altered by mutual agreement of the staff member and manager at any time to enable the services of the department to be carried out.

17. Overtime

- (i) All time worked by staff members beyond 76 hours in a fortnight, or greater than 9 hours per rostered shift, or beyond the first two hours for any call-in, as described in Clause 12, Allowances, shall be paid for at the rate of time and one-half for the first two hours, and double time thereafter, on each day overtime is worked. However, all overtime worked on public holidays shall be paid at the rate of double time and one-half and all overtime worked on Sundays shall be paid at the rate of double time.
- (ii) All time worked by permanent part-time staff members in excess of the hours prescribed for a full-time staff member in Clause 14, Hours, shall be paid for at overtime rates.
- (iii) In lieu of receiving payment for overtime in accordance with this Clause, each staff member may elect, such election to occur at the commencement of this Agreement and then annually on 1 July, to be compensated by way of time off in lieu of overtime as additional annual leave. This additional annual leave shall accrue on a 1:1 basis (one hour worked equals one hour additional annual leave).



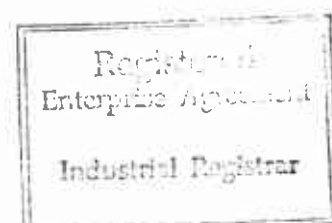
18. Part-Time Work

Permanent Part-Time Employees

- (a) A permanent part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee.
- (b) Permanent part-time employees shall be paid an hourly rate calculated on the basis one-thirty-eighth (1/38th) of the appropriate weekly rate for full time staff. Such hourly rates are listed in Schedule A, Table 1, Monetary Rates.
- (c) Permanent part-time employees shall be entitled to all other benefits of this Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

19. Sick Leave

- (i) A staff member shall not be entitled to sick leave until after 3 months' continuous service with the Hospital.
- (ii) A full-time staff member shall be entitled to sick leave on full pay, calculated by allowing seventy six ordinary hours for each year of continuous service. Any unused sick leave shall remain to the staff member's credit.
- (iii) Permanent part-time staff members shall be entitled to sick leave in the same proportion as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours of one week. Such entitlements shall be subject to all the conditions applying to full-time staff members.
- (iv) Each staff member shall notify their manager of their absence from work due to illness where practicable, prior to the commencement of their ordinary working time or rostered shift, and shall inform the manager of the expected duration of the absence.
- (v) The manager shall not change the rostered hours of work of a staff member fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the staff member is on sick leave.
- (vi) All periods of sickness shall be certified to by the medical superintendent or matron of the hospital or by a legally qualified medical practitioner approved by the hospital; provided however, that the hospital shall dispense with the requirement of a medical certificate where the absence does not exceed two consecutive days or where in the hospital's opinion the circumstances are such as not to warrant such requirements.
- (vii) A staff member shall not be entitled to sick leave for a period during which the staff member is receiving workers' compensation.



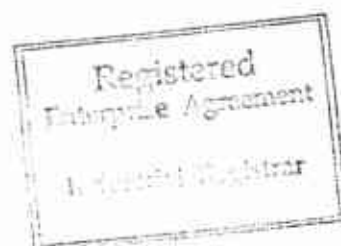
- (viii) Notwithstanding subclause (vii), where a staff member continues to receive workers' compensation for a period in excess of 26 weeks, the hospital shall pay to the staff member the difference between the amount received as workers' compensation and their full weekly wage until all the staff member's sick leave entitlement under this Clause has been used.

20. Annual Leave

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

| <u>Full-time Employees</u> | | <u>Permanent</u> | <u>Part-time</u> |
|----------------------------|----------|------------------|------------------|
| <u>Employees</u> | | | |
| 3 shifts or less | - nil | 0 | |
| 4-10 shifts | - 1 day | 0.2 weeks | |
| 11-17 shifts | - 2 days | 0.4 weeks | |
| 18-24 shifts | - 3 days | 0.6 weeks | |
| 25-35 shifts | - 4 days | 0.8 weeks | |
| 35 or more | - 5 days | 1 week | |

- (iv) Annual leave shall be given by the hospital and shall be taken by the staff member before the expiration of a period of six months after the date upon which the staff member becomes entitled to such leave.
- (v) Except as provided in subclause (ix), payment shall not be made by the hospital to a staff member in lieu of any annual leave or part thereof to which the staff member is entitled nor shall any such payment be accepted by the staff member.
- (vi) The hospital shall give to each staff member three months' notice where practicable and not less than one month's notice of the date upon which the staff member shall enter upon annual leave.
- (vii) Where the annual leave or any part thereof has been taken before the right thereto has accrued, the right to further annual leave shall not commence to accrue until after the expiration of the year of employment in which that annual leave does accrue.



- (viii) Where the employment of a staff member is terminated, the staff member shall be entitled to receive, in addition to all other amounts due, an amount equivalent to 1/12th of the employee's ordinary pay in respect of an incomplete year of employment.
- (ix) For other conditions relating to the grant of annual leave, see the Annual Holidays Act 1944.

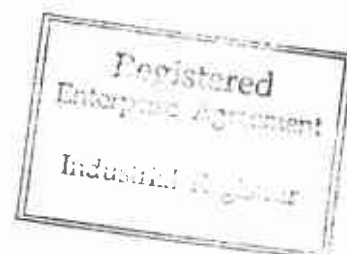
21. Unpaid Annual Leave

Staff may request up to one month's unpaid leave, and such request shall not be unreasonably denied, provided:

- (i) the staff member making the request has no accrued annual or long service leave; and
- (ii) the timing and length of leave requested is within operation requirements.

22. Casual Staff Members

- (i)
 - (a) A casual staff member is one engaged on an hourly basis otherwise than as a permanent part-time staff member or full-time staff member.
 - (b) A casual staff member may only be engaged in the following circumstances: for short term periods where there is a need to supplement the work force arising from fluctuations in the needs of the facility; or in the place of another staff member who is absent; or in an emergency.
- (ii) A casual staff member shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by in Schedule A, Table 1, Monetary Rates, plus ten per cent thereof, with a minimum payment of two hours for each engagement.
- (iii) For weekend and public holiday work, casual staff members shall, in lieu of all other penalty rates and the 10 per cent casual allowance, receive the following rates:
 - (a) time and one-half for work between midnight Friday and midnight Saturday;
 - (b) time and three-quarters for work between midnight Saturday and midnight Sunday;
 - (c) double time and one-half for work on a public holiday.
- (iv) Where overtime rates are payable, they shall be paid in lieu of the 10 per cent casual loading.
- (v) For the entitlement to annual leave, see *Annual Holidays Act 1944*.



- (vi) For the entitlement to long service leave, see *Long Service Leave Act 1955*.
- (vii) A casual staff member shall only receive overtime in accordance with Clause 15, Overtime, of this Agreement when they work more than 76 hours in the fortnight. The overtime rate is exclusive of the casual rate of 10% as referred to in subclause (ii) of this Clause.
- (viii) With respect to a casual staff member the provisions of the following clauses of the Private Hospital Employees (State) Award will not apply:

Clause 25, Service Allowance; Clause 18, Annual Leave Loading; Clause 20, Compassionate Leave; and Clause 34, Award benefits to be continuous.
- (ix) With respect to a casual staff member the provisions of the following clauses of this Agreement will not apply:

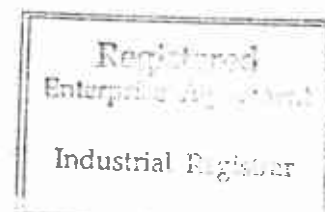
Clause 19, Sick Leave; Clause 12 (iii), Higher Duties Allowance; Clause 16, Roster of Hours; Clause 20, Annual Leave; and Clause 17, Overtime.

23. Provision of Uniforms

- (i) Each staff member shall be issued with one shirt or blouse for the number of days of the week that the staff member normally works. The shirt or blouse will have the Hospital logo embroidered on to it.
- (ii) Trousers or skirts will be supplied on the following basis:
For every 2 shifts worked per week, 1 pair of trousers or skirt will be supplied
- (ii) Each year one worn shirt/blouse/trousers/skirt may be exchanged for a new shirt/blouse/trousers/skirt; such exchange occurring on the staff member's anniversary of employment. A damaged shirt/blouse/trousers/skirt may be exchanged at any time.
- (iii) A staff member who has been issued with uniforms as per subclauses (i) and (ii) of this Clause who without good reason, fails to return such uniform last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- (iv) Staff members shall maintain their uniforms in a reasonable and presentable condition.
- (v) Staff shall comply with Hospital dress standard and policy, including wearing Hospital ID badges.
- (vi) Each staff member who is required to work in a potentially hazardous situation with, or near machinery, shall be supplied with appropriate protective clothing and equipment, which they are required to use.

24. Department Meetings

- (a) A staff meeting will be held on the first Wednesday of each month (or as adjusted from time to time) from 0700 hours.



- (b) Staff who are rostered to commence by 0830 on the day of a staff meeting are invited to attend the staff meeting. If they attend, their shift on that day will commence at 0700 and end early, if work load permits.

25. Training and Development

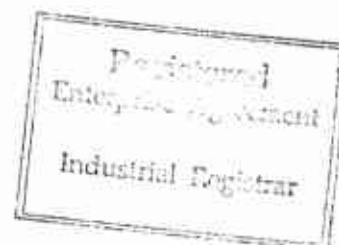
- (a) A structured development plan will be prepared for each staff member as part of the annual performance review, and then progressed and monitored during the year.
- (b) Individual staff may negotiate, as part of their development plan, training in ultrasound, provided there is a departmental need for such development. Such training may be subject to a contract for continued service during the training and after it has been completed.
- (c) A senior staff member who elects to do so will co-ordinate information about conferences, seminars and other educational activities.
- (d) Staff who attend educational activities will present documentation or a tutorial (as negotiated with the Manager prior to attending) for all interested staff.
- (e) Staff required to be on CT call will be trained to perform Brain and Abdomen CT's.

26. Salary Maintenance

Should any staff member believe that they have been disadvantaged (that is, received less pay) under the Agreement, a comparison of the payments made during the previous three months will be made with the payments that the staff member would have received under the previous arrangements based on the hours worked during that three month period. Any reduction in payment will be compensated. This comparison can be requested at three months after commencement of the Agreement, and three months subsequently if a reduction is found.

27. Grievance Procedure

- (i) Grievances in the work place will be dealt with initially in all circumstances by the staff member(s) concerned and the immediate Supervisor in accordance with the grievance procedure. The settlement of a grievance with a staff member(s) may result in an improvement of lifestyle or improved work output or the establishment of realistic expectations.
- (ii) The purpose of a grievance policy is to ensure that all matters of discontent are considered without prejudice to all involved and are dealt with in an effective and timely manner. Grievances may be personal or work related and may range from unsettled private relationships through to disappointment with Hospital policies or working conditions. The individual rights of a person(s) are to be considered at all times and matters of discontent should be considered without prejudice to all involved. Whenever possible, the issue should be dealt with as close to the source as possible.



- (iii) When any grievance situation arises, a private "one to one" interview is conducted between the staff member and their immediate supervisor. An explanation is sought for the reason of breach. At this point it will be necessary to clearly establish:
- (a) the full nature of the complaint,
 - (b) the needs of both parties in order to remedy the situation,
 - (c) the strategy required to reach a satisfactory solution to the dispute.

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

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

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

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

Immediate Supervisor and Staff member Have the responsibility to listen actively, clarifying issues throughout the discussion. After the issue(s) have been heard, a discussion will take place between the Supervisor and the staff member to agree upon a suitable strategy to reach a solution. In all circumstances the staff meeting must be recorded to ensure that all the facts are clarified and clearly understood by all parties involved and a record is kept on personnel files.

Immediate Supervisor It is the immediate Supervisor's responsibility to notify the Human Resources Practitioner that a grievance is currently being dealt with. If the issue has not been resolved, a follow up meeting may be arranged. Alternatively, the matter may be referred to the relevant Department Head or Director.

Human Resources Practitioner The Human Resources Practitioner may be called upon to act as a facilitator in a grievance. It should be noted that the Human Resources Practitioner is available in a support role to all parties involved.



In the event that agreement cannot be reached

If the issue has still not been resolved, it may be necessary to seek agreement through a suitable mediator. At this point, the parties involved in the grievance will be asked to prepare a written submission.

Commitment is sought from the mediator to conduct the mediation.

A suitable meeting time and venue is arranged. All written submissions must be made available to the mediator prior to the meeting, so that adequate time is provided for the mediator to review all documentation.

If the issue has not been resolved at the conclusion of this meeting, a follow up meeting may be arranged. Alternatively, the matter may be referred to the relevant Department Head or Director.

Director

If the issue has still not been resolved, the Director must notify the Executive Director. The matter is then referred to the appropriate outside bodies for further deliberation.

Hospital, Union & Employer Association representatives

Discussions are held and if the matter is not resolved the issue is referred to the Industrial Tribunal.

- (v) The parties agree that normal work will continue and there will be no stoppages of work or any other bans or limitations on the performance of work while these procedures are being followed.
- (vi) Throughout all stages of these procedures adequate records must be kept of all discussions.
- (vii) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

27. Performance Indicators

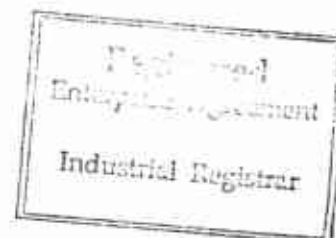
Staff will be expected to help achieve their section's performance indicators. The performance indicators are listed in Table 1.

These indicators will be used to evaluate individuals during performance appraisal and for future promotional opportunities.

During the life of the Agreement, individual sections may refine existing performance indicators, or develop additional performance indicators, for future recording and reporting. Individual sections may conclude that a performance indicator listed for their section is not the most appropriate indicator, and may identify an alternative indicator(s) and current performance.

28. Bonus Payment

Individuals who have met performance indicators, may be entitled to participate in further bonus incentive targets. To be discussed at performance appraisals.



This Agreement is made at Sydney on the _____
day of _____ 2001.

In the presence of


Andrew Klais

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


Steven Rubic

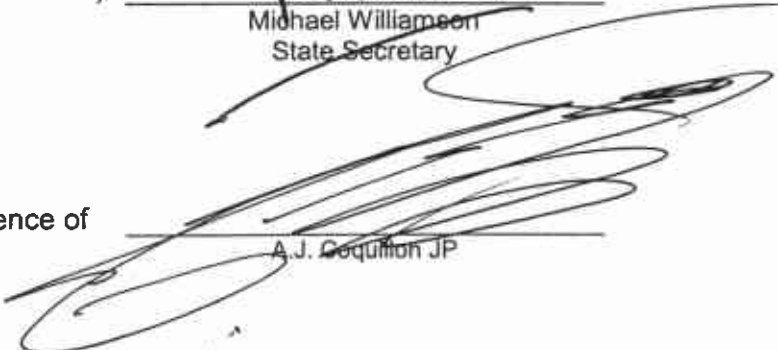
In the presence of

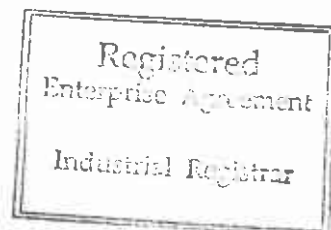

Dr Sharyn Rothwell

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


Michael Williamson
State Secretary

In the presence of


A.J. Coquillon JP



Registered
Enterprise Agreement
Industrial Registrar

SCHEDULE A: MONETARY RATES AND ALLOWANCES

Table 1: Monetary Rates

| Classification | Description | Current Rate | Rate as of 1 Jan 02 | Rate as of 1 Jul 02 | Performance Indicators |
|-------------------------------|---|--------------|-------------------------|-------------------------|---|
| Administration | | | | | |
| SVM1 Officer Grade 1 | Junior | \$478.80 | \$532.00 \$14.00/hr | \$547.96 \$14.42/hr | |
| SVM1 Officer Grade 2 | Medical Secretary or Accounts Clerk | \$541.50 | \$627.00 \$16.50/hr | \$646.00 \$17.00/hr | Complete set competency levels. |
| SVM1 Officer Grade 3 | Senior Medical Secretary or Accounts Clerk. | \$642.20 | \$722.00 \$19.00/hr | \$743.66 \$19.57/hr | Complete set competency levels. Customer complaints > 5 per month |
| SVM1 Officer Grade 4 | Specialist Secretary | \$712.50 | \$817.00 \$21.50/hr | \$841.70 \$22.15/hr | Complete set competency levels. Customer complaints > 3 per month. |
| SVM1 Officer Grade 5 | Second In-Charge | \$XX | \$874.00 \$23.00/hr | \$900.22 \$23.69/hr | Complete set competency levels. Customer complaints > 3 per month relating to staff. |
| Radiographers | | | | | |
| SVM1 Officer Level 1 | PDY (Professional Development Year) | \$704.52 | \$704.52 \$18.54/hr | \$725.80 \$19.10/hr | |
| SVM1 Officer Level 1.1 | Trainee Sonographer | \$704.52 | \$704.52 \$18.54/hr | \$725.80 \$19.10/hr | |
| SVM1 Officer Level 1.2 | General Radiographer | \$739.20 | \$818.52 \$21.54/hr | \$843.22 \$22.19/hr | Completion of set competencies under minimal supervision. |
| SVM1 Officer Level 1.3 | General Radiographer | \$861.85 | \$950.00 \$25.00/hr | \$978.50 \$25.75/hr | Completion of set competencies. Productivity : exams / manhr. Quality audit on practice standards. |
| SVM1 Officer Level 1.4 | General Radiographer | \$1018.55 | \$1064.00 \$28.00/hr | \$1095.92 \$28.84 | Completion of set competencies. Productivity : exams / manhr. Quality audit on practice standards. |
| SVM1 Officer Level 1.5 | Sonographer | \$1214.43 | \$1237.28 \$32.56/hr | \$1274.52 \$33.54/hr | Completion of set competencies under minimal supervision |
| SVM1 Officer Level 2.0 (a) | Senior Radiographer | \$1057.73 | \$1097.82 \$28.89/hr | \$1130.88 \$29.76/hr | Completion of set competencies. Complete exam in allocated appt. Quality audit on practice standards. |
| SVM1 Officer Level 2.0 (b) | Senior Radiographer | \$1096.90 | \$1216.00 \$32.00/hr | \$1252.48 \$32.96/hr | Completion of set competencies. Complete exam in allocated appt. Quality audit on practice standards. |

| Classification | Description | Current Rate | Rate as of | | Performance Indicators |
|-------------------------------|------------------------------|--------------|-------------------------|-------------------------|---|
| | | | 1 Jan 02 | 1 Jul 02 | |
| Radiographers cont. | | | | | |
| SVM1 Officer Level 2.1 | Senior MRI Radiographer | \$1214.43 | \$1250.96 \$32.92/hr | \$1288.58 \$33.91/hr | Completion of set competencies. Complete exam in allocated appt. Quality audit on practice standards. |
| SVM1 Officer Level 2.2 (a) | Senior Sonographer | \$1253.60 | \$1277.56 \$33.62/hr | \$1315.94 \$34.63/hr | Completion of set competencies. Complete exam in allocated appt. Quality audit on practice standards. |
| SVM1 Officer Level 2.2 (b) | Senior Sonographer | \$XX | \$1409.04 \$37.08/hr | \$1451.22 \$38.19/hr | Completion of set competencies. Complete exam in allocated appt. Quality audit on practice standards. |
| SVM1 Officer Level 3.0 | Specialised Radiographer | \$1214.43 | \$1292.00 \$34.00/hr | \$1330.76 \$35.02/hr | Completion of set competencies. Complete exam in allocated appt. Quality audit on practice standards. |
| SVM1 Officer Level 3.1 | Specialised MRI Radiographer | \$1371.13 | \$1406.00 \$37.00/hr | \$1448.18 \$38.11/hr | Completion of set competencies. Complete exam in allocated appt. Quality audit on practice standards. |
| SVM1 Officer Level 3.2 | Specialised Sonographer | \$1761.30 | \$1761.30 \$46.35/hr | \$1814.12 \$47.74/hr | Completion of set competencies. Complete exam in allocated appt. Quality audit on practice standards. |

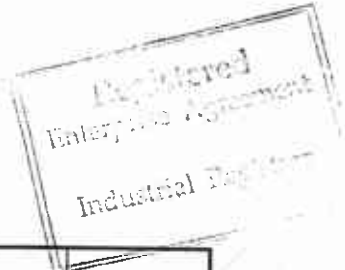


SCHEDULE A: MONETARY RATES AND ALLOWANCES

Without Prejudice

Table 2: Allowances

| Item | Allowance Name | Description | Amount |
|-------|---------------------------------------|--|----------------------------------|
| (i) | On-call Allowance | For MRI and CT staff only: - if regular shift for the department operating during the day | \$15.00 |
| (ii) | On-call Allowance | For MRI and CT staff only: - if no regular shift operating for the department during the day | \$30.00 |
| (iii) | On-call Allowance for public holidays | For General X-ray and CT, MRI and Ultrasound staff only | \$45.00 |
| (iv) | Call-in Rate | Per call-in: - MRI - Level 1.5, 2.2a or 2.2b Sonographers - Level 3.2 Sonographers - Other If call-in lasts more than two (2) hours, overtime commences | \$200 \$210 \$266 \$160 |
| (v) | Call-In Rate for Public Holidays | Per call-in: - General X-Ray and CT - MRI - Ultrasound | \$176 \$220 \$293 |



All other allowances are incorporated in to the rates of pay as stated in Schedule A, Table 1, Monetary Rates.