

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/255

**TITLE: St Vincent's Medical Imaging Darlinghurst Enterprise Agreement 2003**

**I.R.C. NO:** IRC3/5285

**DATE APPROVED/COMMENCEMENT:** 7 October 2003

**TERM:** 20

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/190

**GAZETTAL REFERENCE:** 23 January 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 23

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by St Vincent's Private Hospital as conducted by the Congregation of Religious Sisters of Charity of Australia at Victoria St, Darlinghurst NSW 2010, who are engaged within the Medical Imaging Service and any Satellite X-Ray Service, including the classifications in Clause 10, namely Administration and Radiographers, who fall within the coverage of the Private Hospital Employees' (State) Award

**PARTIES:** St Vincent's Private Hospital -&- the X-The Health and Reseach Employees' Association of New South Wales'

# ST Vincent's Medical Imaging Darlinghurst Enterprise Agreement 2003

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## **1. Title**

This Agreement shall be known as the St Vincent's Medical Imaging Darlinghurst Enterprise Agreement 2003.

## **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 July 2003. This Agreement will remain in force until 30 June 2005.

Negotiation of Enterprise Bargaining Agreement 4 will commence on 1 January 2005.

#### **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 four (4) staff member representatives, two (2) 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 Medical Imaging and its staff, 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 Medical Imaging 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 SVMI Officer Grade 1

Junior

Has minimum or no experience

Works under constant supervision

Requires assistance and verification of majority of ongoing/completed tasks.

Progression to Grade 2 is determined by maintenance of KPI's relevant to this level

10.2 SVMI Officer Grade 2

Medical Secretary or Accounts Clerk

Works within established routines, methods and procedures

Operates information systems with supervision

Has working knowledge of some of the equipment within the department

Displays basic levels in co-ordinating and organising tasks, basic communication skills

Displays qualities of being a professional team member.

Progression to Grade 3 is determined by maintenance of KPI's relevant to this level

10.3 SVMI Officer Grade 3

Medical Secretary or Accounts Clerk

Requires further support/monitoring in order to meet the next grade requirements

Works within established routines, methods and procedures

Operates information systems with moderate supervision

Has working knowledge of most equipment within the department

Displays moderate levels in co-ordinating and organising tasks, communication skills

Displays qualities of being a professional team member

Progression to Grade 4 is determined by maintenance of KPI's relevant to this level

#### 10.4 SVMI Officer Grade 4

Senior Medical Secretary or Accounts Clerk

Has achieved proficiency in all areas in grade 3 (2.b)

Works within established routines, methods and procedures

Operates information systems with minimal supervision

Has working knowledge of all equipment within the department

Displays moderate levels in co-ordinating and organising tasks, communication skills

Displays qualities of being a professional team member

Demonstrates abilities to be a sound problem solver

Produces a higher quality of work due to attention to detail.

Progression to Grade 5 is determined by maintenance of KPI's relevant to this level

#### 10.5 SVMI Officer Grade 5

Senior Medical Secretary or Accounts Clerk

Has achieved proficiency in all areas in grade 4 (/3.a)

Works within established routines, methods and procedure

Operates information systems without supervision

Has working knowledge of all equipment within the department and is able to resolve associates problems

Displays high level of co-ordinating and organising multiple tasks

Has advanced communication skills in all areas of department

Displays qualities of being a professional team member

Displays team leadership qualities

Demonstrates a high level of problem solving abilities

Produces a higher quality of work due to attention to detail

Is able to follow through and monitor tasks of the team

Has a high degrees of initiative and productivity

Has the ability to work under pressure

Communicates with Administration Manager / supervisor regarding issues/problems

Is able to operate three or more individual areas within the department

Displays high computer literacy skills applicable to related work

Completed relevant studies beneficial to St Vincent's Medical Imaging

Progression to Grade 6 is determined by maintenance of KPI's relevant to this level

#### 10.6 SVMI Officer Grade 6

Specialist Secretary

Has achieved proficiency in all areas in grade 5 (/3.b)

Co-ordinates and controls a specialised area within the department

#### 10.7 SVMI Officer Grade 7

Second-in-charge

Performs duties of grade 6 (/4).

Is a self-motivator

Demonstrates initiative

Takes responsibility for the work of others

Directly assist Administration Manager and relieves that position when required

Performs education of all relevant staff.

### Radiographers

#### 10.8 SVMI Officer Level 1.1

Professional Development Year (PDY). 12 months duration. Formalised training in general Radiography as defined by the Australian Institute of Radiographers (AIR). Requires supervision, must have a EPA license and be eligible for AIR accreditation.

#### 10.9 SVMI Officer Level 1.2

A qualified Radiographer deemed competent in general radiography. An ability to perform in unsupervised shift work with assistance for extended/specialised procedures. Progression to Level 1.3 is determined by ability to work unsupervised and maintenance of KPI's relevant to this level.

10.10 SVM I Officer Level 1.3

Radiographer competent in general radiography and in advanced techniques for mobile, operating room, fluoroscopy, plain film and I.V.P.'s. An ability to work unsupervised and as a sole radiographer as required. Progression to Level 1.4 is determined by maintenance of KPI's relevant to this level.

10.11 SVM I Officer Level 1.4

Radiographer with the skills of 1.3, and ability to address equipment problems, problem solving, displays a level of expertise and knowledge of departmental procedures / protocols and performs examinations at the highest practice standard. Ability to make appropriate clinical decisions unsupervised. Progression to Level 2.1 or 2.3 is determined by maintenance of KPI's relevant to this level and completion of training in a modality.

10.12 SVM I Officer Level 2.1

Radiographer with skills of 1.4 can also perform basic examinations in one or more modalities, that is, Mammography, CT and DSA. Progression to Level 2.2 is determined by maintenance of KPI's relevant to these modalities and/or completion of relevant training period and assessment.

10.13 SVM I Officer Level 2.2

Radiographer who performs advanced techniques and is proficient in all protocols relevant to the specific modality. Works unsupervised, can problem solve in designated areas, contribute to the clinical protocols. Performs examinations at the highest practice standard. Ability to make appropriate clinical decisions unsupervised and participate in QA activities. Progression is determined by maintenance of KPI's relevant to these modalities.

10.14 SVM I Officer Level 2.3

Radiographer appointed by SVM I with an advanced level of skill in General Radiography, Mammography, CT or DSA. To be considered advanced will be determined by successful maintenance of KPI's. Staff at this level must maintain / improve productive workflow, address equipment problems, be capable of supervision and training of other staff and protocol implementation. Relieve higher duties when required. Performs examinations at the highest practice standard and spends substantial time in that modality.

10.15 SVM I Officer Level 3.1

Radiographer that performs MRI examinations proficiently 6 months after completion of stage 2 training assessment. Can perform routine lists following predetermined protocols unsupervised. Progression to Level 3.2 is determined by maintenance of KPI's relevant to this modality.

10.16 SVM I Officer Level 3.2

Radiographer that performs all MRI examinations. Able to make appropriate clinical decisions unsupervised. Holds part 1 of the MRI examination and spends substantial time in this modality. Can problem solve in designated area, address equipment problems, contribute to the clinical protocols and are involved in departmental activities / special projects. Performs examinations at the highest practice standard. Progression to Level 3.3 is determined by maintenance of KPI's relevant to this modality.

10.17 SVM I Officer Level 3.3

MRI radiographer appointed by SVM I, with skills of 3.2. Responsible for the maintenance of clinical standard and practice, address equipment problems, ability to design and change protocols in consultation with radiologists, 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. Holds professional qualifications.

#### Definitions

General Radiography includes mobiles, operating room, fluroscopy, plain film and IVP's.

Advanced CT includes work station proficiency that is 3D techniques, Cardiac Scoring, CT Angiography, reconstruction. Quality filming and formatting, knowledge of less used protocols.

Advanced Mammography includes biopsies, localisations including stereotactic technique and specialised views.

#### 10.18 SVMI Officer Level 4.1

Trainee Sonographer, requiring full supervision and instruction in ultrasound practice. All skills will be assessed by the supervising sonographer with consultation with radiologists. ASAR accredited student sonographer. Progression to Level 4.2 is determined by maintenance of KPI's relevant to this level.

#### 10.19 SVMI Officer Level 4.2

Sonographer that performs ultrasound examinations proficiently after completion of final training assessment, can perform routine lists following predetermined protocols unsupervised. All skills will be assessed by the supervising sonographer with consultation with radiologists. ASAR accredited student sonographer. Progression to Level 4.3 is determined by maintenance of KPI's relevant to this level.

#### 10.20 SVMI Officer Level 4.3

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

Has attained qualifications in the form of DMU part 2, graduate diploma or equivalent. All skills will be assessed by the supervising sonographer with consultation with radiologists. ASAR accredited medical sonographer. Progression to Level 4.4 is determined by maintenance of KPI's relevant to this level.

#### 10.21 SVMI Officer Level 4.4

Sonographer with skills of 4.3 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. ASAR accredited medical sonographer. Staff at this level must maintain / improve productive workflow, be capable of supervision and training of other staff and protocol implementation. Ability to address equipment problems, problem solving, displays a level of expertise and knowledge of departmental procedures / protocols. Ability to make appropriate clinical decisions unsupervised.

### **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 July 2003;
- (iii) further increase of 3% from the first pay period commencing on or after 1 July 2004 except for classification 4.3 and 4.4.

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.

#### Remuneration Packaging

Staff will be able to package part of their salary, up to a maximum under legislative requirements. This can be done by either Mortgage, Rent or upon introduction of the P.B.I. debit card system and will receive fringe benefits to the value of this packaged amount.

Under the current tax regime, the St Vincent's Private Hospital is exempt from paying Fringe Benefits Tax on the amount proposed to be packaged in this Agreement. As that part of the package is classified as fringe benefits, staff are exempt from paying tax for the value of those fringe benefits. Should the tax laws change with respect to Fringe Benefits Tax, the Hospital reserves the right to review the packaging arrangement.

### 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.

- (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 1400 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) 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.
- (iv) Each shift shall consist of not more than 9 ordinary hours of work per day. Provided that an employee shall not be rostered to work ordinary hours on more than 11 consecutive days in any 12 day period.
- (v) Except for meal breaks each day, all time from the commencement to the cessation of duty each day shall count as working time.
- (vi) Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed to each staff member on duty during each shift of seven (7) hours or more. Where less than seven (7) 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.
- (vii) There shall be a minimum break of 8 hours between ordinary rostered shifts on successive days.
- (viii) 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 in excess of 76 hours in a pay fortnight and/or greater than 9 hours per rostered shift and/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 15, 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).
  - (a) Time off in lieu of overtime must be taken within three (3) months of it being accrued

- (b) Where it is not possible for a staff member to take the time off in lieu of overtime within the three (3) month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (c) Staff members cannot be compelled to take time off in lieu of overtime.
- (d) Records of all time off in lieu of overtime owing to staff members and taken by staff members must be maintained by the Hospital.

## **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:

Full-time Employees	Permanent Part-time	Employees
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 St Vincent's Medical Imaging 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 St Vincent's Medical Imaging 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) St Vincent's Medical Imaging 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) Each year one worn shirt/blouse may be exchanged for a new shirt/blouse; such exchange occurring on the staff member's anniversary of employment. A damaged shirt/blouse may be exchanged at any time.
- (iii) A staff member who has been issued with uniforms as per subclauses (i) and (ii) of this Clause who without good reason, fails to return such uniform last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- (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**

Through the provision of a prompt, fair and effective grievance resolution policy and procedure the SV&MHS Hospitals aim is to maintain good working relationships with all employees. Furthermore, the grievance policy aims to assist staff and managers understand the importance of identifying and resolving work based grievances in a timely, impartial, and confidential way. While the grievance procedure provides employees with a formal and/or informal process to initially resolve workplace grievance at the level at which it occurs with graduated steps for resolution at higher levels of authority.

SV&MHS recognise the emotional nature of grievance and will apply the principles of natural justice and procedural fairness in each individual case. However, while grievance resolution may result in an improvement within the work environment, the nature of grievance is such, that, employees may not always be completely satisfied with grievance outcomes.

Definition:

Workplace Grievance: A grievance is any type of problem, concern or complaint related to work or the work environment. It may be about any act, omission, situation or decision that is thought to be unfair, discriminatory or unjustified.

Key Principles of the Grievance Handling Procedure:

Manager's Responsibility - Manager's are responsible for identifying, preventing, and resolving potential grievances within the workplace.

Award or Agreement Provisions - The Grievance Procedure is developed in accord with relevant Award and/or Agreement provisions and established procedures.

Formal and Informal Grievance Procedures - All employees of SV&MHS have access to a formal and/or informal grievance procedure to resolve work related grievances.

Procedural Fairness - Procedural fairness refers to a process where decisions are made and parties are given an opportunity to respond to any allegations or decisions made which relate to them.

Confidential - Only people directly involved in making or investigating a complaint will have access to information about the complaint.

Impartial - Both parties will have a chance to tell their side of the story. No assumptions will be made and no action will be taken until all relevant information from all sources has been collected and considered.

Free of Repercussions - No action will be taken against an individual for making a complaint or helping someone make a complaint.

Timely - All complaints will be dealt with in a timely manner and investigations will commence within 14 days of complaint being lodged.

Documentation - Managers and supervisors are responsible for recording the procedure undertaken to resolve a grievance. This information is held in strictest confidence and can be used to evaluate the procedure in the event of an unsatisfactory outcome.

Employee Assistance Program (EAP) - The option of using EAP/staff counselling services is available to employees for personal support and assistance in dealing with concerns associated with grievances. Human Resources can provide the relevant contact details for this service.

Code of Conduct - The St Vincents & Mater Health Code of Conduct may be referred to / consulted during the grievance procedure.

Grievance Handling Procedure:



Background: All employees of SV&MHS have access to informal and formal grievance resolution procedures. As a first step, employees are encouraged to attempt to informally resolve a grievance, at the source. However, in the event that an informal approach does not lead to a satisfactory resolution, a formal grievance procedure will be initiated. In the case of formal grievance procedures Human Resources will act as the facilitator of this process. (Refer below procedure)

Informal Process: On the identification of a grievance within the workplace, it is desirable that a private "one to one" meeting be held between the two parties in order that the issue can be heard, dealt with, and resolved, as close to the source of the grievance as possible. At this stage the:

- full nature of the complaint,
- the needs of both parties in order to remedy the situation,
- and the strategy for grievance resolution are agreed.

If the grievance can be resolved at this point it will remain informal; no documentation will need to be recorded and no further actions required. However, if the grievance remains unresolved it proceeds to a formal grievance process.

Note: Both parties are able to invite a support person to attend the meeting with them, (a minimum of 24hrs. is required). Likewise, Human Resources can be invited to attend this process at anytime.

Formal Process 1: In the event that the grievance cannot be resolved, formal written documentation outlining the nature of the grievance must be compiled and submitted to Human Resources in order that a formal meeting can be scheduled, (a minimum of 24 hrs. notice is required for people in attendance). Once again, at this stage the:

- full nature of the complaint,
- the needs of both parties in order to remedy the situation,
- an agreed strategy to reach a satisfactory solution to dispute are established.

At this meeting, both parties verbally outline the allegations, agree on a common understanding of the events, and establish a course of action. This process is then documented and signed by all parties in attendance. A copy is kept on the personnel file.

Note: Once again, at this stage, appropriate support people can attend the meeting and request copies of documentation from Human Resources.

Formal Process 2: If the grievance still remains unresolved at this point, a further meeting will be formally organised through Human Resources. Resolution at a higher level of management will be attempted, (with an appropriate manager identified for attendance), at this meeting in order that the allegations can be outlined, a common understanding agreed, and a course of action established. Once again, the meeting is formally documented with the agreed solution signed to by all parties in attendance. A copy is kept on the personnel file.

Formal Process 3: If the grievance remains unresolved further graduated steps for resolution at a higher level of authority can be scheduled.

## **28. Performance Indicators**

Staff will be expected to help achieve their classifications performance indicators.

These indicators will be determined during the life of this agreement by consultation of relevant staff.

## 29. Maternity Leave

### Parental Leave

(A) Parental Leave consists of;

- (i) Maternity leave taken by a female employee in connection with her pregnancy or birth of her Child; or
- (ii) Paternity leave taken by a male employee in connection with his spouse's pregnancy or the birth of his child; or
- (ii) Adoption leave taken by female and/or male employee in connection with adoption of a child.

(B) Eligibility for Parental Leave

- (i) Full Time Employees - To be eligible for paid parental leave, a full time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
- (ii) Part-Time Employees - To be eligible for paid parental leave a part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
- (iii) Regular Casual Employees - a regular casual employee is entitled to 12 months unpaid parental leave only if the employee has had at least 12 months of continuous service with the Hospital.

(C) Eligibility for a further period of Parental Leave

An employee (including casuals) who has once met the conditions for paid parental leave will not be required to meet again the eligibility requirements of Sub-Clause (b) of this Clause in order to qualify for a further period of paid parental leave, unless;

there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her/his services have been otherwise dispensed with; or

the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act, 1987*.

(D) Portability of service for parental leave

Portability of service for parental leave involves the recognition of service with the Hospital for the purpose of determining an employee's eligibility to receive paid parental leave. For example, where an employee moves between facilities owned by the Hospital, previous continuous service will be counted towards the service prerequisite for parental leave.

(E) Maternity Leave

Eligible employees are entitled to paid parental leave as follows:-

- (i) Paid Maternity Leave - an employee is entitled to nine weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to nine weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period it is subject to the employee being able to perform satisfactorily the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis;

In advance in a lump sum;

at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (ii) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity not more than 12 months after the actual date of birth.

Applications for Maternity Leave

An employee who intends to proceed on maternity leave should formally notify the hospital of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

- (iii) Miscarriages -

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

- (iv) Stillbirth -

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

- (vi) Effect of premature birth on payment of Maternity Leave -

An employee who gives birth prematurely, and prior to proceeding on maternity leave will be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

- (vi) Illness associated with pregnancy -

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(vii) Transfer to a more suitable position -

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, the Hospital is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(viii) Further pregnancy while on Maternity Leave -

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

(F) Paternity Leave -

Eligible employees are entitled to paid paternity leave as follows:

- (i) Paid Paternity Leave - an employee is entitled to an unbroken period of up to one week of paid paternity leave at the time of the birth of the child.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (ii) Unpaid Paternity Leave - an employee is entitled to a further period of unpaid paternity leave of not more than 12 months after the actual date of birth to be the primary care-giver of the child.

- (iii) Applications -an employee who intends to proceed on paternity leave should formally notify her/his employer of such intention as early as possible, so that arrangements associated with his absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(G) Adoption Leave -

- (i) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of nine weeks at the ordinary rate of pay to be taken within 12 months of the date of taking custody of the child.

Paid adoption leave may be paid:-

on a normal fortnightly basis.

in advance in a lump sum.

at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(ii) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) Applications -

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the Hospital as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(H) General Conditions

(i) Variation after Commencement of Maternity Leave -

After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of her employer. A minimum of 4 weeks notice must be given, although an employer may accept less notice if convenient.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(ii) Staffing Provisions -

Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to his/her former position. Additionally, since an employee has the right to vary the period of their parental leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(iii) Effect of Parental Leave on Accrual of Leave, Increments etc. -

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of recreation leave and any period of parental leave on half pay is taken into account to the extent of one half thereof when determining the accrual of recreation leave.

Except in the case of employees who have completed ten years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of parental leave without pay will count as service provided such leave does not exceed six months.

Parental leave without pay does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid parental leave, payment is at the rate of parental leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(iv) Right to Return to Previous Position -

An employee returning from parental leave has the right to resume his/her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of his/her former position and for which the employee is capable or qualified.

(v) Return for Less than Full Time Hours -

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

The period is to be limited to 12 months after which full time duties must be resumed unless an negotiated between the hospital and employee.

The employee is to make an application for leave without pay to reduce her/his full time weekly hours of work. This application should be made as early as possible to enable the Hospital to make suitable staffing arrangements. At least four weeks notice must be given;

The quantum of leave without pay to be granted to individual employees is to be by mutual agreement with the Hospital;

Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work; i.e, for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(vi) Liability for Superannuation Contributions -

During a period of unpaid parental leave, the employee will not be required to meet the Hospital's superannuation liability.

(I) Lactation Provisions

Employees who are lactating will be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child. The Hospital will provide access to suitable facilities for such purpose, in accordance with the hospital policy.

This Agreement is made at Sydney on the \_\_\_\_\_ day of \_\_\_\_\_ 2003.

In the presence of

\_\_\_\_\_  
Andrew Klaips

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

## SCHEDULE A:

### Monetary Rates And Allowances

Table 1: Monetary Rates

Classification	Description	Current Rate	Rate as of 1 Jul 03	Rate as of 1 Jul 04	
<b>Administration</b>					
SVMI Officer Grade 1	Junior	\$547.96 \$14.42/hr	\$14.85	\$15.30	
SVMI Officer Grade 2	Medical Secretary or Accounts Clerk	\$646.00 \$17.00/hr	\$17.51	\$18.03	
SVMI Officer Grade 3	Medical Secretary or Accounts Clerk.		\$18.00	\$18.54	
SVMI Officer Grade 4	Senior Medical Secretary or Accounts Clerk.	\$743.66 \$19.57/hr	\$20.16	\$20.76	
SVMI Officer Grade 5	Senior Medical Secretary or Accounts Clerk.		\$21.00	\$21.63	
SVMI Officer Grade 6	Specialist Secretary	\$841.70 \$22.15/hr	\$22.81	\$23.50	
SVMI Officer Grade 7	Second In-Charge	\$900.22 \$23.69/hr	\$24.40	\$25.13	
<b>Radiographers</b>					
SVMI Officer Level 1.1	PDY (Professional Development Year)	\$725.80 \$19.10/hr	\$19.67	\$20.26	
SVMI Officer Level 1.2	Radiographer	\$843.22 \$22.19/hr	\$22.85	\$23.54	
SVMI Officer Level 1.3	Radiographer	\$978.50 \$25.75/hr	\$26.52	\$27.32	
SVMI Officer Level 1.4	Radiographer	\$1095.92 \$28.84	\$29.70	\$30.60	
SVMI Officer Level 2.1	Radiographer	\$1130.88 \$29.76/hr	\$30.65	\$31.57	

SVMI Officer Level 2.2	Radiographer	\$1252.48 \$32.96/hr	\$33.95	\$34.97	
SVMI Officer Level 2.3	Radiographer	\$1330.76 \$35.02/hr	\$36.07	\$37.15	

Classification	Description	Current Rate	Rate as of 1 Jul 03	Rate as of 1 Jul 04	
SVMI Officer Level 3.1	MRI Radiographer	\$1288.58	\$34.93	\$35.97	
SVMI Officer Level 3.2	MRI Radiographer	\$33.91/hr	\$35.72	\$36.79	
SVMI Officer Level 3.3	MRI Radiographer	\$1448.18 \$38.11/hr	\$39.25	\$40.43	

Classification	Description	Current Rate	Rate as of 1 Jul 03	Rate as of 1 Jul 04	
<b>Sonographers</b>					
SVMI Officer Level 4.1	Trainee Sonographer	\$725.80 \$19.10/hr	\$19.67	\$20.26	
SVMI Officer Level 4.2	Sonographer	\$1274.52 \$33.54	\$34.55	\$35.58	
SVMI Officer Level 4.3	Sonographer	\$1451.22 \$38.19	\$36.00 up to \$42.50	\$37.08 up to \$43.78	Negotiable between the ranges provided
SVMI Officer Level 4.4	Sonographer	\$1814.12 \$47.74/hr	\$43.00 up to \$49.17	\$44.29 up to \$50.65	Negotiable between the ranges provided

## 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 3.1, 3.2 or 3.3 Sonographers Level 4.2, 4.3 Level 4.4 Sonographers Other  If call-in lasts more than two (2) hours, overtime	\$206 \$216 \$274 \$165



		commences	
(v)	Call-In Rate for Public Holidays	Per call-in: General X-Ray and CT MRI Ultrasound	\$181 \$227 \$302

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