

From: Timothy McCarthy [mailto:newerair@gmail.com]
Sent: Friday, 9 June 2017 4:34 PM
To: AMOD
Subject: AM2016/31 MIERG Restructured 5 Part Submission 9 June 2017 Replacing Submission 22 May 2017

The Associate to Justice Ian Ross AO
President Fair Work Commission
amod@fwc.gov.au

Dear Associate

Modern awards 4 yearly review Group 2 sub-group B Matter No. AM2016/31
Health Professionals and Support Services Award 2010 MA000027

Attached is:
Medical Imaging Employment Relations Group (MIERG) Restructured Five Part
Submission of 9 June 2017 to replace MIERG Draft Determination Application
Requests Submission of 22 May 2017

The Five Attached separate Parts of MIERG's Submission are:

AM2016 31 MIERG Part 1 - Requests and Reasons - Restructured 9 June 2017

AM2016 31 MIERG Part 2 - Draft Determination - Restructured 9 June 2017

**AM2016 31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award
2004 Schedule A - Restructured 9 June 2017**

**AM2016 31 MIERG Part 4 - Excerpts HSU (NSW/ACT Private Medical Imaging) Award 2004 -
Restructured 9 June 2017**

**AM2016 31 MIERG Part 5 - Comparison .1 HSU 2004 .2 MIERG 2017 .3 FWC 2015 - Restructured 9
June 2017**

Tim McCarthy & Jim Pryce
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AM2016/31 MIERG Part 1 - Requests and Reasons - Restructured 9 June 2017

Filed on behalf of	Medical Imaging Employment Relations Group (MIERG)
Filed by	Tim McCarthy MIERG co-Facilitator m 0435 013 733
Address	PO Box 33 Paddington NSW 2021 e newerair@gmail.com

Title of Matter: **Four yearly review of modern awards**

Section: **s.156 - 4 yearly review of modern awards**

Subject: **Health Professionals and Support Services Award 2010 - substantive issues**

Matter Number: **AM2016/31**

Health Professionals and Support Services Award 2010 MA000027
(Health Professionals Award)

4 yearly award review Sub-group 2B

**Submission by Medical Imaging Employment Relations Group (MIERG)
for changes to Health Professionals Award in Draft Determination herewith**

9 June 2017*

***Amends clause M.1.1 and
Restructures MIERG Submission of 22 May 2017
by dividing MIERG's Submission in five (5) separate Parts, as follows:**

Parts:

1 MIERG Requests and Reasons

2 MIERG Draft Determination Application

3 HSU (NSW/ACT Private Medical Imaging) Award 2004 Sch A – Respondents

4 HSU (NSW/ACT Private Medical Imaging) Award 2004 Sch A - Excerpts

5 .1 HSU Award 2004 .2 MIERG Application .3 Exposure Draft 2015 Compared

AM2016/31 MIERG Part 1 - Requests and Reasons - Restructured 9 June 2017

MIERG Requests the Fair Work Commission in 4 yearly award review Matter Number AM2016/31 to change the Health Professionals Award by adding a new Schedule to the award, Schedule M—Medical Imaging and making necessary consequential changes to the award as set out in the Draft Determination Application herewith and otherwise as necessary.

Summary MIERG Requests made earlier in matter AM2014/204 now revived and revised in matter AM2016/31 in summary are for:

- 1.** Retention of existing specific Medical Imaging provisions in the Health Professional Award (the award) with refinements to some provisions. **[Parts 2 & 5]**
- 2.** Reinstatement of relevant Medical Imaging Employment Relations Group and Health Services Union of Australia Consent Award provisions **[Parts 4 & 5]** which applied to Respondents all members of The Royal Australian and New Zealand College of Radiologists practices in NSW and ACT. **[Part 3]**
- 3.** MIERG's proposed Schedule M—Medical Imaging be included in the award to the give effect to specific medical imaging provisions requested by MIERG. **[Parts 2 & 5]**

MIERG's Reasons for the changes requested are to support workplace centred diversity for mutually beneficial family friendly arrangements to mitigate '*work life angst*' by co-working and negotiating options and flexible working conditions to meet employees' their families' and their private medical imaging practice's needs by exercising the art of leadership for which private medical imaging group members are renowned.

Collaboratively optimising workplace adaptability along a spectrum of options for employees to meet employees', their families' and the practices' needs by co-working creatively and innovatively, including for example, arranging for flexible work days and hours as and when needed along a spectrum of short to long hours in long to short weeks in a culture of ongoing harmonious relationships, innovative changes and productivity improvements to meet ever changing circumstances is a typical characteristic of the culture of private medical imaging practices.

MIERG reserves the right to amend its Submission and Draft Determination and the conduct of its case in the light of other parties' Submissions and developments in the proceedings during this 4-year review.

AM2016/31 MIERG Part 1 - Requests and Reasons - Restructured 9 June 2017

Document referred to in this submission:

Medical Imaging Employment Relations Group (MIERG) and Health Services Union of Australia (HSU) (C2004/7069) AW839843 PR957574 Private Medical Imaging Consent Award known as Health Services Union of Australia (NSW/ACT Private Medical Imaging) Award 2004 which took effect from 9 February 2005 superseding the Health Services Union of Australia of Australia (NSW/ACT Private Medical Imaging and Radiation Technology) Award 2001 [AW811374 PR910491]: **Parts 1, 2, 3, 4** and **5** of this submission

Comparison of employment provisions in documents in relation to the MIERG's Draft Determination Requests in Parts 1 and 2: **Part 5** of this submission

**This Medical Imaging Employment Relations Group (MIERG)
Restructured Submission of 9 June 2017 is set out in five (5) Parts
each Part in a separate document (doc):**

Parts:

1 MIERG Requests and Reasons [*this Part*]

(doc): AM2016 31 MIERG

Part 1 - Requests and Reasons - Restructured 9 June 2017

2 MIERG Draft Determination Application

(doc): AM2016 31 MIERG

Part 2 - Draft Determination - Restructured 9 June 2017

3 HSU (NSW/ACT Private Medical Imaging) Award 2004 Sch A – Respondents

(doc): AM2016 31 MIERG

Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004
Schedule A - Restructured 9 June 2017

4 HSU (NSW/ACT Private Medical Imaging) Award 2004 Excerpts

(doc): AM2016 31 MIERG

Part 4 - Excerpts HSU (NSW/ACT Private Medical Imaging) Award 2004 -
Restructured 9 June 2017

5 .1 HSU Award 2004 and .2 MIERG Application and .3 Exposure Draft 2015

(doc): AM2016 31 MIERG

Part 5 - Comparison .1 HSU 2004 .2 MIERG 2017 .3 FWC 2015 -
Restructured 9 June 2017

Filed on behalf of	Medical Imaging Employment Relations Group (MIERG)
Filed by	Tim McCarthy MIERG co-Facilitator m 0435 013 733
Address	PO Box 33 Paddington NSW 2021 e newerair@gmail.com

Fair Work Commission

Fair Work Act 2009 s.156

Draft Determination Application

Part 2-3, Div 4 – 4 Yearly reviews of modern awards

Health Professionals and Support Services Award 2010 MA000027

(Health Professionals Award)

(AM2016/31) MA000027

Health and Welfare

A. The above award is varied

1. Add a new Schedule to the Health Professionals and Support Services Award (the award):

Schedule M—Medical Imaging

NOTE: Schedule M clause or sub-clause number, Title or Schedule letter replaces the award clause or sub-clause, with the same clause or sub-clause number, Title or Schedule letter in whole or in part as set out in Schedule M.

Schedule M—Medical Imaging provides medical imaging specific employment terms and conditions of employees in a **private medical imaging practice** (as defined in the award Schedule I—Definitions).

Schedule M covers:

(a) medical imaging (as defined in the award Schedule I—Definitions) employers throughout Australia and their employees in the classifications listed in award Schedule A—Classification Definitions to the exclusion of any other modern award.

(b) Neither the making or the operation of Schedule M is intended to result in an immediate reduction in the take-home pay of a private medical imaging practice employee who works a five-and-a-half-day week at the date of operation of Schedule M.

Schedule M—Medical Imaging

NOTE: Schedule M clause or sub-clause number, Title or Schedule letter replaces the award clause or sub-clause, with the same clause or sub-clause number, Title or Schedule letter in whole or in part as set out in Schedule M.

M—Medical Imaging

Table of Contents

NOTE: The following Schedule M—Medical Imaging clauses replace in whole or part the corresponding award clauses, refer to the NOTE after the Schedule M clause M. number under the clause Title in Schedule M.

M—Part 1—Application and Operation

M.1 Title and Commencement

M.1.1 [This Schedule is Schedule M...]

M.1.2 [Schedule M...commenced...]

M.1.5 [...take home pay...five-and-a-half-day week...]

M.1.6 [Schedule M—specific provisions]

M.3 Coverage

M—Part 2—Types of Employment and Classifications

M.6 Types of employment

M.6.1 Employment categories

M.6.2 Full-time employment

M.6.3.1 Part-time employment

M.6.3.2 Job share employment

M.6.4 Casual employment

M.6.5 Probationary employment

M—Part 3—Hours of Work

M.8 Ordinary hours of work and rostering

M.8.1 Ordinary hours

M.8.2 Span of hours - day workers

M.8.3 Rostering

M.9 Breaks

M.9.1 Unpaid meal breaks

M.9.2 Paid tea breaks

M—Part 4—Wages and Allowances

M.12 Payment of wages

M.15 Allowances

M.15.2 Wage related allowances

(d) On call allowance

M.15.3 Expense related allowances

(e) Meal allowance

(h) Travel, transport and fares

(i) Motor vehicle allowance

M.16 Higher duties

M.16.4 Learning competency

M—Part 5— Penalties and Overtime

M.18 Penalty rates and shiftwork

M.18.1 Weekend penalties—day worker

M.18.2 Weekend work in private medical imaging

M.18.3 Public holidays

M.18.4 Shiftwork penalties

M.19 Overtime rates

M.19.1 Overtime circumstances

(a) Full-time

(b) Part-time

(c) Job share

(d) Casual

M.19.2

M.19.3 Rest period after overtime

M.19.4 Time off instead of overtime payment

M.19.5 Recall

M.19.6 Reasonable hours

M—Part 6—Leave, Public Holidays, termination of employment and Other NES Entitlements

M.20 Annual leave

M.20.2 Additional leave for certain shiftworkers

M—Part 7—Consultation and Dispute Resolution

M.28 Consultation

M.29 Dispute resolution

M—Schedule A—Classification Definitions

Medical Imaging specific definitions

Medical Imaging Support (MIS)

Medical Imaging Technologist (MIT)

M—Schedule I—Definitions

Medical Imaging specific definitions

CPD

casual

full-time

job share

part-time
medical imaging
medical imaging practice

M—Schedule M—Medical Imaging

NOTE: Schedule M—Medical Imaging sets out medical imaging specific provisions.

M—Part 1—Application and Operation

M.1 Title and Commencement

Amend by inserting:

NOTE: Schedule M—Medical Imaging covers private medical imaging (as defined in award Schedule I—Definitions) practice employers throughout Australia and their employees, in the classifications listed in award Schedule A—Classification Definitions and award Schedule B—List of Common Health Professionals to the exclusion of any other modern award.

M.1.1 This Schedule is **Schedule M—Medical Imaging** which covers private medical imaging (as defined in the award Schedule I—Definitions) practice employers throughout Australia and their employees in the classifications listed in award Schedule A—Classification Definitions and award Schedule I—Definitions in the award for private medical imaging specific provisions covered in award Schedule M —Medical Imaging (refer Schedule M —Medical Imaging Table of Contents above in relation to the medical imaging specific provisions set out below) to the exclusion of any other modern award.

Amend by deleting:

~~NOTE: Schedule M—Medical Imaging which covers private medical imaging (as defined in M—Schedule I—Definitions) practice employers throughout Australia and their employees, in the classifications listed in M—Schedule A—Classification Definitions and M—Schedule I—Definitions, to the exclusion of any other modern award.~~

~~**M.1.1** This Schedule is Schedule M—Medical Imaging which covers private medical imaging (as defined in the award Schedule I—Definitions) practice employers throughout Australia and their employees in the classifications listed in award Schedule A—Classification Definitions and award Schedule I—Definitions in the award for private medical imaging specific provisions covered in Schedule M —Medical Imaging (refer Schedule M —Medical Imaging Table of Contents above in relation to the specific medical imaging provisions set out below) to the exclusion of any other modern award.~~

M.1.2 Schedule M —Medical Imaging commenced operation on 201_.

M.1.5

NOTE: M.1.5 applies in addition to award clause 1.5.

Neither the making nor the operation of Schedule M Neither the making nor the operation of

Schedule M is intended to result in a reduction in the take-home pay of a private medical imaging practice employee who works a five-and-a-half-day week at the date of operation of Schedule M

On application by an employee who suffers a reduction in take-home pay from the making of or the operation of Schedule M the Fair Work Commission may assist with conciliation on the issue under M—Part 7—Consultation and Dispute Resolution if the issue of a reduction as specified M.1.5 is unable to be resolved at the workplace.

M.1.6 Schedule M—Medical Imaging sets out private medical imaging specific employment terms and conditions of employees in private medical imaging practices.

M.3 Coverage

M.3.1

NOTE: The award applies to medical imaging except for medical imaging specific provisions in Schedule M—Medical Imaging.

Where there is conflict between a provision in the award and Schedule M the provision in Schedule M applies.

M—Part 2—Types of Employment and Classifications

M.6 Types of employment

NOTE: M.6 Types of employment applies to medical imaging and replaces award clause 6. Types of employment.

M.6.1 Employment categories

(a) Employees covered by Schedule M will be employed in one of the following categories:

- full-time,
- part-time,

job share, or casual.

(b) At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time, job share, or casual basis.

(c) An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with their respective classification.

M.6.2 Full-time employment

A full-time employee is engaged to work:
an average of 152 hours per four-week period.

M.6.3 Part-time and Job share employment

M.6.3.1 Part-time employment

(a) A part-time employee

(i) is engaged as such to work less than an average of 152 ordinary hours per four-week period with a minimum start of two hours per rostered day; and

(ii) the employer and employee will agree in writing on the pattern of work which may be varied by agreement at any time.

(b) A part-time employee has full-time employee entitlements on a pro rata basis

M.6.3.2 Job share employment

Job share means part-time employees who share a full-time position.

(a) Job share employees' ordinary hours of work are the ordinary hours in clause M.6.2 Full-time employment for the position shared and in accordance with clause M.8 Ordinary hours of work and rostering.

(b)(i) The responsibility for organising the job share employees' ordinary hours and rostering to ensure coverage of the work of the position shared is, in the first instance, the primary responsibility of the employees' sharing the job to roster themselves so that they adequately cover the entire span of hours of the full-time position they share.

(ii) Where this is not possible because of ill health or other unexpected event or other emergency, the employer must be notified as soon as possible of the inability of the job share employees to cover their entire span of hours of the full-time position they share.

(c) Job share employees have full-time employee entitlements on a pro rata basis.

(d) The job share employees will agree with the employer in writing on the pattern of their work which may be varied by agreement at any time.

M.6.4 Casual employment

NOTE: Refer M.12.1 and award clause 19.1(c)(ii)

(a) A casual employee is an employee engaged on an hourly basis, other than as a part-time, job share, full-time or fixed-term employee.

(b) A casual employee can be engaged to work up to and including 38 ordinary hours per week or 76 hours in a fortnight in accordance with the employer's pay period.

(c) The minimum period of engagement of a casual employee in medical imaging is two hours for each start.

(d) The minimum period of engagement of cleaners employed in private medical practices is two hours.

FWC Request *Parties are asked to clarify whether the minimum engagements are daily minimums which can be worked in two or more occasions (i.e. in split shifts) or if these hours must be worked consecutively.*

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

(f) Casual loading

(i) For each hour worked, a casual employee must be paid:

*the minimum hourly rate; and

*a loading of 25% of the minimum hourly rate, applicable to the classification and pay point for the classification which they are employed.

(ii) The casual loading is paid instead of the paid leave entitlements of full-time employees.

FWC Request *Parties are asked to provide a list of provisions that do not apply to casual employees.*

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NOTE: MIERG to supply details on FWC Request on or before 27 November 2017

(iii) The following provisions of this award do not apply to casual employees: ...

M.6.5 Probationary employment

(a) Notwithstanding anything elsewhere contained in this award, an employer may employ an employee on a probationary basis.

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

(c) Notwithstanding any provision contained elsewhere in this award, the employment of a probationary employee may be terminated by the employer or the employee upon the giving of one week's notice or the payment or forfeiture of one week's salary where such notice is not given.

M—Part 3—Hours of Work

M.8 Ordinary hours of work and rostering

NOTE: M.8 Ordinary hours of work and rostering applies to medical imaging and replaces award clause 8. Ordinary hours of work and rostering.

M.8.1 Ordinary hours

(a)(i) The ordinary working hours, exclusive of meal times, for employees other than casuals, will not exceed an average of 152 hours per four-week period.

NOTE: refer to award clause 19.1(c)...casual...(ii).

(ii) The ordinary working hours, exclusive of meal times, for casuals, will not exceed an average of 38 hours per week or 76 hours per fortnight in accordance with the employer's pay period.

(iii) Consultation is to occur on the method of implementation of the ordinary working hours. However, the final choice as to the method of implementation rests with the employer. Circumstances may arise where different methods of implementation of the ordinary working hours may apply to individual employees or various groups or sections of employees in the medical imaging practice's locations.

(b) Not more than 12 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.

(c) Working hours will be rostered in M.8.3 Rostering to establish nominal starting and finishing times for employees.

M.8.2 Span of hours - day workers

The ordinary hours of work of a day worker will be between 7.00 a.m. and 9.00 p.m. Monday to Sunday inclusive.

M.8.3 Rostering

(a) Hours of work for a fortnight will be rostered to establish nominal starting and finishing times for employees and posted at least two weeks before the roster commences.

(b) Seven days' notice will be given of a change to the roster. However, by agreement or owing to another employee's absence because of illness or injury or in an emergency the roster may be changed at any time.

M.9 Breaks

NOTE: M.9 Breaks applies to medical imaging and replaces award clause 9. Breaks.

M.9.1 Unpaid meal breaks

(a) An unpaid break of not less than 30 minutes and not more than one hour will be allowed for a meal where employee works in excess of five hours after commencement.

(b) This provision may be varied by agreement between the employer and an individual employee.

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

M.9.2 Paid tea breaks

A paid tea break-of up to 10 minutes duration will be allowed each four hour period worked. The time of taking such break(s) is subject to the workload of the medical imaging practice location.

M—Part 4—Wages and Allowances

M.12 Payment of wages

NOTE: M.12 Payment of wages applies to medical imaging and replaces award clause 12. Payment of wages.

M.12.1 Depending on the employer's pay period:

Full-time employee will be paid weekly, fortnightly, four weekly, or monthly.

Part-time, job-share or casual employees will be paid weekly or fortnightly.

M.12.2 An employer may pay in cash or cheque or electronic transfer or other arrangement by agreement with the employee.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

M.15 Allowances

NOTE: M.15 Allowances extends or replaces some award clause 15. Allowances to cover medical imaging specific allowances.

M.15.2 Wage related allowances

NOTE: MIERG to supply \$_____ details of following allowances on or before 27 November 2017.

(d) On call allowance

NOTE: On call allowance is adjusted in accordance with National Wage Case adjustments.

An employee on call for emergency recall under M.19.5 Recall to work overtime will be paid on call allowance of \$_____ per 24 hour period when on call up to a maximum amount of \$_____ per week.

M.15.3 Expense related allowances

NOTE: MIERG to supply \$_____ details of following allowances on or before 27 November 2017.

(e) Meal allowances

NOTE: The meal allowance is adjusted in line with ABS CPI index for take away and fast foods sub-group.

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(i) An employee who is required to work more than three hours after his or her rostered time finishes will be supplied with a meal or paid a meal allowance of \$_____.

(ii) A further meal will be supplied, or allowance of \$_____ paid on the completion of each additional four hours' overtime worked.

(iii) M.15.3(e)(i) and (ii) will not apply when an employee could reasonably return home for a meal within the meal break.

(iv) On request the meal allowance will be paid on the same day as overtime is worked.

(h) Travel, transport and fares

NOTE: MIERG to supply \$ details of following allowances on or before 27 November 2017.

(i) Motor vehicle allowance

NOTE: The motor vehicle allowance is adjusted in line with ATO requirements for kilometre travelled in connection with work.

(i) Where an employee, by arrangement with the employer, provides their own vehicle for use in connection with the work the employee will be paid an allowance of \$_____ per kilometre.

(ii) All reasonably incurred fares, meals and accommodation expenses as agreed prior to travel will be paid on production of receipted account(s) or other evidence acceptable to the employer.

(iii) The employee will not be entitled to reimbursement for expenses referred to in clause M.15.3(h)(ii), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

M.16 Higher duties

NOTE: M.16.4 Learning competency applies to medical imaging in addition to award clauses 16.1, 16.2 and 16.3.

M.16.4 Learning competency

Higher duties payment does not apply where an employee works in a higher paid classification position to learn to work competently in the higher paid position as preparation to qualify to apply for the position if it becomes vacant.

M—Part 5—Penalties and Overtime

M.18 Penalty rates and shift work

NOTE: M.18 Penalty rates and shiftwork applies to medical imaging and replaces award clause 18. Penalty rates and shiftwork.

18.1 Weekend penalties—day worker

(a) Work performed on a Saturday in accordance with clause M.8.2 will be paid at the rate of 125% of the minimum hourly rate applicable to their classification and pay point instead of the loading prescribed in clause 18.1.

(b) Work performed on a Sunday in accordance with clause M.8.2 will be paid at the rate of 150% of the minimum hourly rate applicable to their classification and pay point instead of the loading prescribed in clause 18.1.

(c) A casual employee who works on a Saturday or Sunday will be paid 125% of the minimum hourly rate for all time worked.

M.18.2 Weekend work in private medical imaging seven day practice

NOTE: Refer to M.18.1(a), b) and (c) [MIERG Part 2 - Draft Determination - Restructured 9 June 2017]

M.18.3 Public holidays

NOTE: Public holidays provisions are in accordance with award clause 23.

M.18.4 Shiftwork penalties

NOTE: MIERG has this clause under review at 9 June 2017

M.19 Overtime rates

NOTE: M.19 Overtime rates applies to medical imaging and replaces award clause 19. Overtime rates.

M.19.1 Overtime is paid in the following circumstances:

(a) Full-time

(i) A full-time employee who on any given day works outside the ordinary rostered hours of their employment, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take an equivalent amount of time off work at the single time rate at a time mutually convenient to the employee and the employer. The single time hourly rate for overtime will be calculated by dividing the weekly award rate

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applicable to the classification and pay point for the classification in which they are employed rate by 38.

(ii) works in excess of 12 hours per day.

(b) Part-time

(i) A part-time employee who on any given day works outside the ordinary rostered hours of full-time employees employed in a similar position for a period in excess of 30 minutes, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter.

(ii) In lieu of overtime payment an employee may elect to take an equivalent amount of time off work at the single time rate at a time mutually convenient to the employee and the employer.

The single time hourly rate for overtime will be calculated by dividing the weekly award rate applicable to the classification and pay point for the classification in which they are employed rate by 38.

(ii) works in excess of 12 hours per day, or

(iii) A part-time employee who by agreement with the employer works beyond his or her ordinary rostered hours or over 12 hours per day, or on days on which he or she does not usually work will be paid at ordinary rates of pay subject to M.6.3.1 Part-time employment and M.8 Ordinary hours of work and rostering

(iv) works in excess of an average of 152 hours in a four-week period.

(c) Job share

A job share employee will not receive overtime payments for any time worked within the rostered ordinary hours for the shared job, except where the job-share employee's work exceeds 12 hours on any day, or exceeds an average of 152 hours in a four-week period.

(d) Casual

Where a casual employee's work exceeds 12 hours on any day, or on the basis of their pay period of 38 hours in a week, or of 76 in a fortnight the rate of pay will be time and a half for the first two hours and double time thereafter.

Overtime for a casual employee will be calculated on their pay period basis.

M.19.2 Overtime

Subject to review by MIERG as at 9 June 2017

M.19.3 Rest period after overtime

Subject to review by MIERG as at 9 June 2017

M.19.4 Time off instead of payment for overtime

Subject to review by MIERG as at 9 June 2017

M.19.5 Recall to work overtime

(a) An employee who is recalled to work overtime after leaving the employer's premises will be paid at the rate of time and a half for the first two hours and double time thereafter for the time taken to perform the work required and for the time taken in travelling to and from the employer's premises subject to a maximum of 15 minutes travel each way.

(b) An employee who is recalled to work overtime after leaving the employer's premises will be paid for a minimum of two hours' work including travelling time.

(c) An employee who is recalled to work overtime after leaving the employer's premises will also be entitled to payment of reasonable travelling expenses incurred.

M.19.6 Reasonable hours

(a) Subject to 19.6(b) an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.

(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

(c) For the purposes of 19.6(b) what is unreasonable or otherwise will be determined having regard to:

- * Any risk to employee health and safety.
- * The employee's personal circumstances including any family and carer responsibilities.
- * The needs of the workplace or enterprise.
- * The notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
- * Any other relevant matter.

M—Part 6—Leave, Public Holidays, termination of employment and Other NES Entitlements

M.20 Annual leave

M.20.2 Additional leave for certain shiftworkers

NOTE: Sub-clause M.20.2 applies if certain shiftworkers are employed in medical imaging.

Entitlement to five week's annual leave for the purpose of the NES is where all three of the following apply to a shiftworker who is

*employed on shifts which are continuously rostered 24 hours a day for seven days a week,

*regularly rostered to work those shifts and

*regularly rostered to work on Sundays and public holidays.

M—Part 7—Consultation and Dispute Resolution

M.28 Consultation

NOTE: Clause M.28 Consultation applies to medical imaging and replaces award clause 28 Consultation.

The employer will consult with employee(s) on changes that affect employee(s).

M.29 Dispute resolution

NOTE: Clause M. 29 Dispute Resolution applies to medical imaging and replaces award clause 29 Dispute Resolution.

The employees and the employer will confer with a view to resolving all industrial disputes by direct negotiation and consultation. All industrial disputes will be dealt with in the following manner to ensure the orderly settlement of the matters in question:

M.29.1 Any industrial dispute which arises will, where possible, be settled by discussion on the job between the employees and the employees' immediate supervisor.

M.29.2 If the matter is not resolved, the matter will be further discussed between the affected employees, the employees' nominated representative (who may be a Union representative) and the supervisor or manager of the relevant section or department, and the assistance of the employer's industrial relations representative will be sought.

M.29.3 If no agreement is reached, the employee's nominated representative will discuss the matter with the employer's industrial relations representative.

M.29.4 In the interest of patient care work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with the procedures.

M.29.5 Should the matter still not be resolved it may be referred by the parties to the Fair Work Commissions for conciliation.

M—Schedule A—Classification Definitions

NOTE: The following definitions apply to medical imaging and replace Schedule A—Classification Definitions in the award on the same subject.

Medical Imaging specific definitions

Medical Imaging Support (MIS) means a person appointed as such where the principal function of the employment, as determined by the employer is of a reception, medical typing, clerical, courier, administrative, accounting or book-keeping nature and who maintains their own CPD.

Medical Imaging Technologist (MIT) means a person appointed as such who meets the standards required by their recognised professional body's quality and accreditation program for the medical imaging modality for which they are employed and who maintains their own **CPD**. The principal function of their employment is as determined by the employer.

M—Schedule I—Definitions

NOTE The following definitions apply to medical imaging and replace Schedule I—Definitions in the award on the same subject.

Medical Imaging specific definitions

CPD means Continuing Professional Development, which is the responsibility of the employee and includes maintaining their own CPD and on-going career learning in consultation with their employer.

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

full-time means an employee who is engaged as such and who is rostered to work an average of 152 ordinary hours per four week period.

job share means a part-time employee who shares a full-time position.

part-time means an employee who is engaged as such and who is required to work less than an average of 152 ordinary hours per four-week period with a minimum start of two hours per rostered day.

NOTE: Award Schedule I—Definitions includes

medical imaging means a **private medical imaging practice** where a medical Specialist supervises Medical Imaging Technologist (MIT) staff operating sophisticated medical imaging technology to visualise internal human body structures for diagnosis by a medical Specialist Radiologist or Nuclear Medicine Physician assisted by Medical Imaging Support staff.

private medical imaging practice means the business entity and not the work locations.

B. The above award is varied

[1] Insert

In clause 1. Title and commencement Insert additional paragraphs in **1.5**:

Neither the making or the operation of Schedule M—Medical Imaging is intended to result in a reduction in the take-home pay of a private medical imaging practice employee who works a five-and-a-half-day week at the date of operation of Schedule M.

On application by an employee who suffers a reduction in take-home pay from the making of or the operation of Schedule M the Fair Work Commission may assist with conciliation on the issue under M—Part 7—Consultation and Dispute Resolution if the issue of a reduction as specified M.1.5 is unable to be resolved at the workplace.

[2] Insert new sub-clause

1.6 Schedule M—Medical Imaging sets out private medical imaging specific employment terms and conditions of employees in private medical imaging practices.

[3] Insert

In clause **3. Coverage**

NOTE: The award applies to private medical imaging practices except for specific provisions in Schedule M—Medical Imaging.

3.1(c) employees of private medical imaging practices have specific provisions in Schedule M—Medical Imaging. Where there is conflict between a provision in the award and Schedule M the provision in Schedule M applies.

[4] Amend

Schedule B—List of Common Health Professionals

Retain in List (and include abbreviations) as follows:

Medical Imaging Technologist (MIT) (including: Medical Radiographer (MR); Ultrasonographer (U); Magnetic Imaging (MI); Nuclear Medicine (NM); and Radiation Therapy (RT))

Delete from List

~~Nuclear Medicine Technologist (NMT)
Radiation Therapy Technologist (RTT)
Sonographer~~

Insert

NOTE: The list of modalities in Medical Imaging Technologist (MIT) in Schedule B is exhaustive.

[5] Insert

In **Schedule I—Definitions**

medical imaging means a private medical imaging practice where a medical Specialist supervises Medical Imaging Technologist (MIT) staff operating sophisticated medical imaging technology to visualise internal human body structures for diagnosis by medical Specialist Radiologist or Nuclear Medicine Physician assisted by Medical Imaging Support (MIS) staff.

private medical imaging practice means the business entity and not the work locations.

E&OE

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

Filed on behalf of	Medical Imaging Employment Relations Group (MIERG)
Filed by	Tim McCarthy MIERG co-Facilitator m 0435 013 733
Address	PO Box 33 Paddington NSW 2021 e newerair@gmail.com

**Health Services Union of Australia (NSW/ACT Private Medical Imaging)
Award 2004 Schedule A - Respondents**

Abdon Pty Ltd trading as:

Chester Hill Diagnostic, Dr Cohen & Associates
181 Priam Street CHESTER HILL NSW 2162
Five Dock Diagnostic, Dr Cohen & Associates
122 Great North Road FIVE DOCK NSW 2046
Ingleburn Diagnostic, Dr Cohen & Associates
2 Ingleburn Road INGLEBURN NSW 2565
Leichardt Diagnostic, Dr Cohen & Associates
106 Norton Street LEICHARDT NSW 2040
Liverpool Diagnostic, Dr Cohen & Associates
42 Bigge Street LIVERPOOL NSW 2170

ACT X-Ray Service Pty Ltd trading as:

Belconnen
21 Lakeview Square BELCONNEN ACT 2616
Brindabella Specialist Centre
Cnr Hindmarsh Drive and Palmer Street GARRAN ACT 2605
Calvary Clinic
Mary Potter Circuit BRUCE ACT 2617
Deakin Nuclear Medicine
Strickland Crescent DEAKIN ACT 2600
Goulburn X-Ray
Bourke Street GOULBURN NSW 2580
John James Memorial Hospital
Strickland Crescent DEAKIN ACT 2600
Morrisset House
7-9 Morisset Street QUEANBEYAN NSW 2620
Turner
217 Northbourne Avenue TURNER ACT 2612
Valley Diagnostic Centre
ERINDALE ACT 2903

Iberidge Pty Ltd trading as:

Southern Nuclear Imaging Group
Canterbury Bankstown Nuclear Imaging
56 Meredith Street BANKSTOWN NSW 2200
Illawarra Nuclear Imaging
89 Smith Street WOLLONGONG NSW 2500

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

Macquarie Street Nuclear Imaging
139 Macquarie Street SYDNEY NSW 2000
Shoalhaven Nuclear Imaging
Suite 4a, Standish Med. Centre, 33 Berry St. NOWRA NSW 2531
St George Nuclear Imaging
Suite 4, 32 Montgomery Street KOGARAH NSW 2217

**Adrian Gale Pty. Ltd. TG Marden Jones Pty Ltd
GS Shirtley Pty Ltd Rayscan Services trading as:**

Rayscan
41-43 Goulburn Street LIVERPOOL NSW 2170
CT Burwood
21 Burwood Road BURWOOD NSW 2134
CT Fairfield
54 Spencer Street FAIRFIELD NSW 2165
Hills Private Hospital
499 Windsor Road BAULKHAM HILLS NSW 2153

IF Anderson trading as:

Sports X-Ray
286 Pacific Highway CROWS NEST NSW 2065

Briscall Pty Ltd trading as:

Allan, Brisco, Herbert
17 Hollingworth Street PORT MACQUARIE NSW 2444
Allan, Brisco, Herbert
Lake Road PORT MACQUARIE NSW 2444
Kempsey Radiology, Allan, Brisco, Herbert
35 Belgrave Street KEMPSEY NSW 2440
Laurieton Radiology, Allan, Brisco, Herbert
10 Seymour Street LAURIETON NSW 2443

Balgrove Pty Ltd trading as:

George Street Medical Centre Pty Ltd
304 George Street SYDNEY NSW 2000

Bankstown Radiology Pty Ltd trading as:

Bankstown Radiology Pty Ltd
41-45 Rickard Road BANKSTOWN NSW 2200

Brystow Pty Ltd trading as:

Orana Radiology
61 Wingewarra Street DUBBO NSW 2830
Southwest Imaging
24 Hughes Street CABRAMATTA NSW 2166

Camperdown Diagnostic Centre trading as
Camperdown Diagnostic Centre

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

229 Macquarie Street SYDNEY NSW 2000

Chatsryd Pty Ltd trading as:

Chatswood X-Ray Centre

6 McIntosh Street CHATSWOOD NSW 2067

Ryde X-Ray

219 Blaxland Road RYDE NSW 2112

Conarvin No. 1 trading as:

RPAH Medical Centre

Nuclear Medicine, Suite 103, 100 Cornelius Avenue NEWTOWN NSW 2042

Conserv No.125 trading as:

Newtown X-Ray

353 King Street NEWTOWN NSW 2042

Constel Pty Ltd trading as:

North Shore Radiology

66 Pacific Highway. ST LEONARDS NSW 2065

Context Constructions Pty Ltd trading as:

Chatswood Radiology

Suite 72, Chatswood Village, 47 Neridah Street CHATSWOOD NSW 2067

"Big Bear"116 Military Road NEUTRAL BAY NSW 2089

J F Cullopy Pty Ltd

Brookwood Pty Ltd trading as:

Diagnostic Radiology

100 Miller Street NORTH SYDNEY NSW 2060

Diagnostic Radiology

89B Cowles Road MOSMAN NSW 2088

C M Donohoo Pty Ltd

Diagnostic Radiology

3 Hereward Highway BLACKTOWN NSW 2148

Diagnostic Radiology

4 The Avenue MOUNT DRUITT NSW 2770

Diagnostic Radiology

26 Camelot Court CARLINGFORD NSW 2118

Dramcot Pty Ltd trading as:

Nuclear Diagnostic

54 Briggs Street CAMPERDOWN NSW 2050

East X 2 Pty Ltd trading as:

Blacktown Radiology

105 Main Street BLACKTOWN NSW 2148

Carlingford Radiology

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

722 Pennant Hills Road CALINGFORD NSW 2118

Eastwood Radiology

Ryde Medical X-Ray Centre, cnr Ryedale Road & Fourth Avenue EASTWOOD NSW 2122

Hornsby X-Ray

14 Edgeworth David Avenue HORNSBY NSW 2077

R N Escott Pty Ltd.

A D Van Der Vliet Pty Ltd

J W Stubble Pty Ltd.

Rumicat Services Pty Ltd

J A Mullins Pty Ltd

S Rajapakse Pty Ltd trading as:

Border Medical Imaging

682 Dean Street ALBURY NSW 2640

101 Hume Street WODONGA VIC 3690

23 Green Street WANGARATTA VIC 3677

A B H

201 Borella Road ALBURY NSW 2640

A W P H

Pemberton Street ALBURY NSW 2640

Fairfield X-Ray, Dr Dick Welshman trading as:

Fairfield X-Ray

10 Nelson Street FAIRFIELD NSW 2165

Harlesden Pty Ltd trading as:

Dr R Neale

117 Bentick Street BATHURST NSW 2795

Heathery Pty Ltd trading as:

Bondi Junction Radiology

1206 Bondi Junction Plaza BONDI JUNCTION NSW 2022

Hornsby Diagnostic Ultrasound Pty Ltd trading as:

Hornsby Diagnostic Ultrasound Pty Ltd

43 Palmerston Street HORNSBY NSW 2099

Dr R Hutchenson Pty Ltd trading as:

Nuclear Diagnostic

Suite 1302 Plaza Tower, 500 Oxford Street BONDI JUNCTION NSW 2022

Jekute Pty Ltd trading as:

Hornsby CT X-Ray & Ultrasound Pty Ltd

53 Palmerston Road HORNSBY NSW 2077

Hornsby CT X-Ray & Ultrasound Pty Ltd

6/26 Florence Street HORNSBY NSW 2077

Illawarra X-Ray Pty Ltd

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

Shellharbour Square SHELLHARBOUR NSW 2529
83 Railway Street CORRIMAL NSW 2518
Illawarra X-Ray
Westfield Shoppingtown WARRAWONG NSW 2502
383 Crown Street WOLLONGONG NSW 2500

Ilesilver Pty Ltd trading as:

North Coast Radiology
16 Keen Street LISMORE NSW 2480
17 Orion Street LISMORE NSW 2480
Casino X Ray
149 Canterbury Street, CASINO NSW 2470

St Vincents Private Hospital
Dalley Street LISMORE NSW 2480
93 Tamar St BALLINA NSW 2478
101 Johnson Street BYRON BAY NSW 2481
1 River Terrace MULLIMBIMBY NSW 2481
1 Naas Street TENTERFIELD NSW 2372

Imaging Services Pty Ltd trading as:

Clarence Valley Imaging
137 Fitzroy Street GRAFTON NSW 2460
52 River Street MACLEAN NSW 2463

Kirbabia Pty Ltd trading as:

Belgrave Diagnostic
22 Belgrave Street KOGARAH NSW 2217
3 Vuko Place WARRIEWOOD NSW 2101
124 Bearnish Street CAMPSIE NSW 2194
Cnr Elizabeth & George Streets LIVERPOOL NSW 2170
67 Auburn Road AUBURN NSW 2141
296 Marnckville Road MARRICKVILLE NSW 2204

Labaco Pty Ltd trading as:

Bayview Medical Centre
3 Bayview Centre WARRAWONG NSW 2502

Lindfield CT X Ray & Ultrasound trading as:

Lindfield CT X Ray & Ultrasound
9/303 Pacific Highway LINDFIELD NSW 2070

Lindfield Radiology Pty Ltd trading as:

Lindfield Radiology
12 Tyron Road LINDFIELD NSW 2070
Northshore Radiology
164 Mona Vale Road ST IVES NSW 2075
14 Eastern Road TURRAMURRA NSW 2074

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

Dr Loneragan Pty Ltd

Dr I M Grant Pty Ltd

Dr J C Stackpool Pty Ltd

Dr I Gutmann Pty Ltd

Dr J Read Pty Ltd trading as:

Darlinghurst CT

376 Victoria Street DARLINGHURST NSW 2010

Dr R H Mackay & Assoc Pty Ltd trading as:

Granville Diagnostic Centre

30 Good Street GRANVILLE NSW 2142

Macarthur X-Ray, Dr Michael Myerson trading as:

Camden X-Ray Centre

37 Broughton Street CAMDEN NSW 2570

T & I J McGovern Pty Ltd

273 Russell Street BATHURST NSW 2795

Manning Valley Diagnostic Pty Ltd

106 Manning Street TAREE NSW 2430

MDI Marrickville Diagnostic and Imaging Pty Ltd

342 Marrickville Road MARKICKVILLE NSW 2204

Maroubra Junction X-Ray Pty Ltd

Cnr Maroubra Road & Fergusson Street MAROUBRA JUNCTION NSW 2035

Masonic Hospital X-Ray

63 Victoria Street ASHFIELD NSW 2131

Mater Radiology

Rocklands Road CROWS NEST NSW 2065

Medisan Pty Ltd

200 The Boulevard FAIRFIELD HEIGHTS NSW 2165

MIA Services Company Pty Limited

As employer on behalf of

MIA New South Wales Pty Limited trading as:

Armidale Radiology

212 Rusden Street ARMIDALE NSW 2325

Bathurst Radiology

117 Bentinck Street BATHURST NSW 2795

Bridge Ultrasound & X-Ray

160-168 Bridge Street TAMWORTH NSW 2340

Brisbane Waters Radiology

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

21 Vidler Avenue WOY WOY NSW 2256
Brisbane Waters Nuclear Medicine
21 Vidler Avenue WOY WOY NSW 2256
Brookvale Radiology
507 Pittwater Road BROOKVALE NSW 2100
Central West Nuclear Medicine & Ultrasound
272 Anson Street ORANGE NSW 2800
Dee Why X-Ray & CT
812 Pittwater Road DEE WHY NSW 2099
Dee Why MRI
Suite 12, 818 Pittwater Road DEE WHY NSW 2099
Dubbo Nuclear Medicine & Echocardiography
168-172 Brisbane Street DUBBO NSW 2830
Erina Radiology
9/194 the Entrance Road ERINA NSW 2250
Frenchs Forest X-Ray & CT
24 Forest Way FRENCHS FOREST NSW 2086
Gosford Nuclear Medicine
99 Holden Street GOSFORD NSW 2250
Gosford Radiology Centre
43 William Street GOSFORD NSW 2250
Kanwal Nuclear Medicine
Suite 1B, 654 Pacific Highway KANWAL NSW 2250
Karingong Radiology
Shop 3, 4 Mitchell Drive KARINGONG NSW 2250
Kanwal Radiology
Suite 2B, 654 Pacific Highway KANWAL NSW 2250
Kincumber Radiology
Shop 13, 39 Avoca Drive KINCUMBER NSW 2251
Kingsway Diagnostic Centre
8/729 Pittwater Road DEE WHY NSW 2900
Long Jetty Radiology
Suite 4, 13-15 Thompson Street LONG JETTY NSW 2261
Manly Radiology & CT
68 West Esplanade MANLY NSW 2095
Mona Vale X-Ray & CT
1785 Pittwater Road MONA VALE NSW 2103
Moree Plains Radiology
Moree District Hospital, Alice Street MOREE NSW 2400
Northside Medical Imaging
53 Palmerston Road HORNSBY NSW 2077
Northside Medical Imaging
Unit 4, 12-18 Tryon Road LINDFIELD NSW 2070
North West Radiology
247 Ryedale Road EASTWOOD NSW 2122
North West Radiology
3/60 Cecil Avenue CASTLE HILL NSW 2154
North West Radiology

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

269-271 Old Northern Road CASTLE HILL NSW 2154
North West Radiology
70-72 Cecil Avenue CASTLE HILL NSW 2154
North West Radiology
14 Edgeworth David Avenue HORNSBY NSW 2077
North West Radiology
105 Main Street BLACKTOWN NSW 2148
North West Radiology
155 Hawkesbury Road WESTMEAD NSW 2145
South West Nuclear Medicine
Unit 9, 41-43 Goulburn Street LIVERPOOL NSW 2170
South West Nuclear Medicine
No 20 Stockland Mall Professional Centre WETHERILL PARK NSW 2164
South West Nuclear Medicine
Unit 6, 2-4 Browne Street CAMPBELLTOWN NSW 2560
Sydney Advanced Medical Imaging
187 Macquarie Street SYDNEY NSW 2000
Toukley X-Ray Centre
Suite 3, 58 Victoria Avenue TOUKLEY NSW 2262

MIA Services Company Pty Limited

As employer on behalf of

Ultrascan Radiology Partnership trading as:

Ultrascan Radiology
Suite 19, 82 Queen Street CAMPBELLTOWN NSW 2560
Ultrascan Radiology
7 Luxford Road MT DRUITT NSW 2770
Ultrascan Radiology
Suite 2, 17 Moore Street LIVERPOOL NSW 2170
Ultrascan Radiology
Suite 2, 49 Norval Street AUBURN NSW 2144
Ultrascan Radiology
Cnr Day and Macquarie Streets WINDSOR NSW 2756

MIA Services Company Pty Limited

As employer on behalf of

Radiation Oncology Associates Pty Limited trading as:

Radiation Oncology Associates
Level A, 438 Victoria Street DARLINGHURST NSW 2010
Radiation Oncology Associates, Mater Hospital, Rocklands Road CROWS NEST NSW 2065

MIA Services Company Pty Limited

As employer on behalf of

National Capital Diagnostic Imaging Pty Limited trading as:

National Capital Diagnostic Imaging
Suite 1 & 2 Corinna Chambers, 36-38 Corinna Street WODEN ACT 2606
National Capital Diagnostic Imaging
Canberra Specialist Centre, 161 Strickland Crescent DEAKIN ACT 2600

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

National Capital Diagnostic Imaging
28 University Avenue CANBERRA CITY ACT 2601
National Capital Diagnostic Imaging
Suite 22 Homeworld Centre, Anketell Street TUGGERANONG ACT 2900

Dr G Milne Service Trust trading as:
Central Coast Medical Imaging
441a Ocean Beach Road UMINA NSW 2257

Mudgee Radiology trading as:
Mudgee Radiology, 1/83 Church Street MUDGEE NSW 2850

Narka Holdings Pty Ltd trading as:
Rockdale X Ray Centre
18 Market Street ROCKDALE NSW 2216

Nasata Pty Ltd trading as:
Armidale Radiology
212 Rusden Street ARMIDALE NSW 2350

Norcoray Pty Ltd trading as:
Baringa X-Ray
c/- Baringa Private Hospital COFFS HARBOUR NSW 2450
Coffs Harbour Radiology Centre
140 High Street COFFS HARBOUR NSW 2450
Nambucca X-Ray
Ridge Street NAMBUCCA HEADS NSW 2448

NSW X-Ray Group Mayne Health trading as:
Auburn X-Ray
24 Mary Street AUBURN NSW 2144
Blacktown X-Ray
49 Campbell Street BLACKTOWN NSW 2148
Blacktown X-Ray
12 Grafton Street BLACKTOWN NSW 2148
Eastwood X-Ray
263 Rowe Street EASTWOOD NSW 2122
Merrylands X-Ray
235 Pitt Street MERRYLANDS NSW 2160
Riverstone X-Ray
Shop 2, L-6 Garfield East Road RIVERSTONE NSW 2765
Strathfield Private Hospital, Dr Drevorman
1B Everton Road STRATHFIELD NSW 2135
Wentworthville X-Ray
51 Station Street WENTWORTHVILLE NSW 2145
Wetherill Park X-Ray
Suite & Stockland Medical Centre, Folding Road WETHERILL PARK NSW 2164

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

Nuclear Medicine and Ultra Sound Associates

Suite 35 Ashley Centre, 1A Ashley Lane WESTMEAD NSW 2145
11 Kernpsey Street BLACKTOWN NSW 2148

Nuclear Medicine Albury/Wodonga

PO Box 1180 ALBURY NSW 2640
Orana Radiology
Brisbane Street DUBBO NSW 2830

Pacific Medical Centre Pty Ltd

Pacific Medical Centre
Cnr Kildare Road & Balmoral Street BLACKTOWN NSW 2148
Pacific Medical Centre
Cnr Macquarie & O'Connell Streets PARRAMATTA NSW 2150
Pacific Medical Centre
Cnr Burwood Road & Comer Street BURWOOD NSW 2134

Park Road Radiology Pty Ltd trading as:

Park Road Radiology Pty Ltd
54 Park Road CABRAMATTA NSW 2166

A M Preda Pty Ltd trading as:

Parramatta Diagnostic Imaging
29 Grose Street NORTH PARRAMATTA NSW 2151
Parramatta Diagnostic Imaging
470 Church Street NORTH PARRAMATTA NSW 2151

Palam Holdings Pty Ltd trading as:

Pennant Hills Diagnostic Centre
12 Fisher Avenue PENNANT HILLS NSW 2120

Palan Pty Ltd

trading as:
Diagnostic Radiology, 44 South Parade CAMPSIE NSW 2194

Pivaro Pty Ltd

222 High Street COFFS HARBOUR NSW 2450

Regional Imaging Limited

Lawrad Pty Ltd

Wagga Imaging - Ravlac

Waldar Services Pty Ltd trading as:

Wagga Medical Imaging
Administration, 67 Docker Street WAGGA WAGGA NSW 2650
271 Edward Street WAGGA WAGGA NSW 2650
Shop 40, Koorringal Mall, KOORRINGAL NSW 2650
Calvary Hospital, Lewisham Avenue WAGGA WAGGA NSW 2650
Griffith Medical Imaging 3 Animoo Ave GRIFITH NSW 2680

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

Griffith Medical Imaging Rear Base Hospital GRIFFITH NSW 2680
Riverina Cardiovascular & Physiology Centre
Hardy Ave WAGGA WAGGA NSW 2650

Regional Imaging Limited trading as:

Regional Imaging Border

Administration, 642 Dean Street AUBURY NSW 2640

Albury, 3 Ramsay Place ALBURY NSW 2640

Albury Base Hospital, 201 Borella Toad ALBURY NSW 2640

Albury Wangaratta Nuclear Medicine, Cussak Street WANGARATTA VIC 3677

Wodonga, Murray Valley Private Hospital Cnr Pearce & Nordsvan Dr. WODONGA VIC 3690

Sydney X-Ray Pty Limited attd Imaging Unit Trust

Kitchner, Franklin, Bass Scott and Narunsky Scott Sesel Gerber & Phillips Pty Ltd

trading as:

Sydney X-ray and South Coast X-Ray

66 High Street RANDWICK NSW 3031

46 Central Avenue OAK FLATS NSW 2529

1151 Botany Road MASCOT NSW 2020

Beachfront Medical Centre BONDI NSW 2026

Dr Bass, 108 Redfern Street REDFERN NSW 2016

Dr Bass, 66 High Street RANDWICK NSW 2031

Dr Bass, 491 New South Head Road DOUBLE BAY NSW 2028

Dr Bass, 828 Anzac Parade MAROUBRA JUNCTION NSW 2035

Eastlakes X-Ray Centre, Shop 80 Eastlakes Shopping Centre EASTLAKES NSW 2018

Netherleigh Private Hospital, 8 Chapel Street RANDWICK NSW 2031

Orthosports X-Ray, Dr Bass, 100 Belmore Road RANDWICK NSW 2031

Wolper Jewish Hospital, 8 Trelawney Street WOOLLAHRA NSW 2025

Sanel Pty Ltd Mayne Health trading as:

Sydney Imaging Croup

Bankstown Imaging Centre

50 Kitchener Parade BANKSTOWN NSW 2200

Campsie Imaging Centre

371 Beamish Street CAMPSIE NSW 2194

Carringbah Imaging Centre

20 President Avenue CARRINGBAH NSW 2229

Cronulla X Ray

29-31 Croydon Street CRONULLA NSW 2230

Dr Badham

28 Nelson Street FAIRFIELD NSW 2165

Dr Badham

50 Kitchener Parade BANKSTOWN NSW 2200

Engadine X-Ray

16 Waratah Street ENGADINE NSW 2233

Hurstville Imaging Centre

10 Ormonde Parade HURSTVILLE NSW 2220

Miranda Imaging Centre

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

26 Gibbs Street MIRANDA NSW 2228
St George Imaging Centre
50 Montgomery Street KOGARAH NSW 2217
Sutherland Imaging Centre
29 East Parade SUTHERLAND NSW 2230

P Salmon Pty Ltd trading as:
Dr Salmon, 32 Harrow Road BEXLEY NSW 2207

Shire Imaging Pty Ltd trading as:
Dr George Pappas
154 Flora Street SUTHERLAND NSW 2232
Dr George Pappas
12 Laycock Avenue CRONULLA NSW 2230
Dr George Pappas
1008 Old Princes Highway ENGADINE NSW 2233
Dr George Pappas
20 Ilawarra Shopping Centre ILLAWARRA NSW 2234

Springwood Radiology Pty Ltd trading as:
Springwood Radiology Pty Ltd
310 Macquarie Road SPRINGWOOD NSW 2777
Blaxland Radiology
27 Hope Street BLAXLAND NSW 2774

Sunton Pty Ltd
trading as:
Hunter Imaging Group
Administration: Suite 10, OTP House, 14 Northcott Drive KOTARA NSW 2289
Hunter Valley X-Ray Pty Ltd
48 Thomas Street CARDIFF NSW 2285
25 Pearson Street Mall CHARLESTOWN NSW 2290
Specialist Medical Centre, Cnr Cary Street & Excelsoir Parade TORONTO NSW 2283
24 Elgin Street MAITLAND NSW 2320
Cnr Chisholm Road & New England Highway EAST MAITLAND NSW 2323
13-15 Lambton Road BROADMEADOW NSW 2292
545 Pacific Highway BELMONT
14 Northcott Drive KOTARA NSW 2289
85 Maitland Road MAYFIELD NSW 2304
Dora Place DORA CREEK NSW 2264
84 Brook Street MUSWELLBROOK NSW 2333
31 Stockton Street NELSON BAY NSW 2315
Jacaranda Avenue, RAYMOND TERRACE NSW 2324
Cnr Dangar Road & Boonal Street SINGLETON NSW 2330
8 Charles Street WALLSEND NSW 2287
2 Sydney Street GATESHEAD NSW 2290

Tamox Pty Ltd trading as:

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

Central Business Area Imaging
184 Macquarie, Street SYDNEY NSW 2000

Taramac Pty Ltd trading as:

Randwick CT
Cnr High Street & Belinore Road RANDWICK NSW 2031

Valopa Pty Ltd trading as

Baulkham Hills Xray
9 Seven Hills Road (PO Box 317) BAULKHAM HILLS NSW 2153
Granville Diagnostic Centre
30 Good Street GRANVILLE NSW 2142
Hilltop Xray & Ultrasound
12 Hilltop Road MERRYLANDS NSW 2160

Vesebe Pty Ltd trading as:

Batemans Bay X Ray, Diagnostic Radiographers
42-44 Pacific Street BATEMANS BAY NSW 2536
Bega X Ray
16 Canning Street BEGA NSW 2550
Bowral Medical Imaging, Bowral District Hospital, Sheffield Road BOWRAL NSW 2576
Bowral X Ray, Diagnostic Radiographers, 72 Bowral Street BOWRAL NSW 2576
Diagnostic Radiographers, Nowra Private Hospital, Weeroona Place NOWRA NSW 2541
Diagnostic Radiographers, Standish Medical Centre, 33 Berry Street NOWRA NSW 2541
Kiama Medical Imaging, 44 Manning Street KIAMA NSW 2533
Merimbula X Ray, 53 Princes Highway MERRIMBULA NSW 2548
Moruya X-Ray, 11 Mirabooka Avenue MORUYA NSW 2537
Sanctuary Point X Ray, 195 Kerry Street SANCTUARY POINT NSW 2540
Tahmoor X Ray, Dr W B Lee, "Rose Cottage" TAHMOOR NSW 2573
Ulladulla X Ray, Diagnostic Radiographers, Suite 2, 15 Boree Street ULLADULLA NSW 2536

Vorsita Pty Ltd trading as:

Medical Centre Radiology, 191 Victoria Road GLADESVILLE NSW 2111
Medical Centre Radiology, 100 Carillon Avenue NEWTOWN NSW 2042
Medical Centre Radiology, Cnr Edwin & Formosa Streets DRUMMOYNE NSW 2047
Parramatta X-Ray and Ultra Sound, 41 Hunter Street PARRAMATTA NSW 2150

P S Warren Pty Ltd

G McNally Pty Ltd trading as:

Warren & McNally, Royal Hospital for Women, RANDWICK NSW 2031

Weleri Pty Ltd trading as:

Ashfield Medical Imaging, Cnr Thomas Street & Carill Avenue ASHFIELD NSW 2131
Balmain X-Ray & Ultrasound, 2 Beattie Street BALMAIN NSW 2041
Five Dock Medical Imaging, 148 Great North Road FIVE DOCK NSW 2046
Leichardt Imaging, 4 Norton Street LEICHARDT NSW 2040

Wong Pty Ltd trading as:

AM2016/31 MIERG Part 3 - Respondents HSU (NSW/ACT Private Medical Imaging) Award 2004 Schedule A - Restructured 9 June 2017

West Ryde Medical, X-Ray Centre, 990 Victoria Road WEST RYDE NSW 2114

Filed on behalf of	Medical Imaging Employment Relations Group (MIERG)
Filed by	Tim McCarthy MIERG co-Facilitator m 0435 013 733
Address	PO Box 33 Paddington NSW 2021 e newerair@gmail.com

AW839843 PR957574

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.111(1)(b) application for an award

Medical Imaging Employment Relations Group

and

Health Services Union of Australia
(C2004/7069)

**HEALTH SERVICES UNION OF AUSTRALIA (NSW/ACT PRIVATE MEDICAL IMAGING) AWARD
2004**

Health and welfare services

Senior Deputy President Drake

Sydney, 26 April 2005

Wages and conditions.

CONSENT AWARD

A. Further to the decision by the Commission on 9 February 2005 the following award is made:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. TITLE

This award shall be known as the Health Services Union of Australia (NSW/ACT Private Medical Imaging) Award 2004.

2. ARRANGEMENT

This award is arranged as follows:

Part 1 - Application and operation of award

1. Title
2. Operative date
3. Parties

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Part 4 - Leave

14. Annual leave
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18. Parental leave
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Part 5 - Remuneration

20. Rates of pay
21. Payment of wages
22. Allowances – meals, motor vehicles and on call
23. Annual leave loading
24. Public holidays payment
25. Superannuation

Schedule A – Respondents

The employers in Schedule A - Respondents attached are parties to this Award.

[Refer AM2016/31 MIERG Part 3 - Respondents – Reconstructed 9 June 2017](#)

Appendix A - Monetary rates schedules Salaries and casual rates

[Not included in these excerpts](#)

Appendix B - Work level statement – medical imaging administration (MIA)

[Not included in these excerpts](#)

2. OPERATIVE DATE

2.1 This award supersedes the Health Services Union of Australia of Australia (NSW/ACT Private Medical Imaging and Radiation Technology) Award 2001 [AW811374 PR910491].

2.2 This award will apply to employers and employees as set out in clause 3 - Parties.

2.3 The award will take effect on and from 9 February 2005 and will remain in effect until 30 June 2007.

3. PARTIES

3.1 This award will be binding upon the Health Services Union of Australia (the Union) and its officers and members in respect of work done by employees of the employers named in Schedule A - Respondents, employed in the classifications set out in Appendix A - Monetary rates, as defined in clause 4 - Definitions.

3.2 Notwithstanding 3.1, this award will not apply to any employee whose gross earnings from an employer named in Schedule A - Respondents, exceeds the sum of \$90,400 per annum.

PART 2 - EMPLOYMENT

4. DEFINITIONS

4.1 Full-time means an employee who is engaged as such and who is rostered to work an average of 152 ordinary hours per four week period.

4.2 Part-time means an employee who is engaged as such and who is required to work less than an average of 152 ordinary hours per four-week period with a minimum start of two hours per rostered day.

4.3 Job share means a part-time employee who shares a full-time position.

4.4 Casual means an employee who is engaged on an hourly basis other than as a permanent part-time employee or full-time employee or job share employee.

4.5 CPD means Continuing Professional Development, which is the responsibility of the employee and includes maintaining their own CPD, and on-going career learning in consultation with their employer.

4.6 Practice means the business entity and not the work locations.

4.7 Medical Imaging Administration (MIA) means a person appointed as such where the principal function of the employment, as determined by the employer, is of a clerical or administrative nature, described in MIA Levels 1 to 5 and Appendix B - Work level statement for medical imaging administration (MIA), and who maintains their own CPD.

4.7. MIA Levels 1 – 5

Not included in these excerpts

4.8 Medical Imaging Liaison (MIL)

A person appointed to MIL represents the practice and applies their knowledge, skill and experience to this position. Their primary task is to liaise with referrers and promote the practice/organisation to meet the business and clinical objectives of the practice/organisation and maintains their own CPD. Their experience may have been obtained in a Radiology Practice but not necessarily. They would bring a depth of knowledge and broad range of skills relevant to the position.

4.9 Medical Imaging Technologist (MIT) means a person appointed as such where the principal function of the employment as determined by the employer in medical imaging is described in the following Levels 1 to 6: Medical Radiographer (MR); Nuclear Medicine Technologist (NMT); Radiation Therapist (RT); Ultrasonographer (U); and Magnetic Resonance Imaging (MRI) and who maintains their own CPD.

4.9 MIT Levels 1 – 6

Not included in these excerpts

4.10 Imaging Assistant means an employee appointed to assist others in the practice in the performance of their work, and who maintains their own CPD.

4.11 Commission means the Australian Industrial Relations Commission.

4.12 Union means the Health Services Union of Australia-NSW Branch.

5. PROBATIONARY EMPLOYMENT

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

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

5.3 Notwithstanding any provision contained elsewhere in this award, the employment of a probationary employee may be terminated by the employer or the employee upon the giving of one week's notice or the payment or forfeiture of one week's salary where such notice is not given.

6. PART-TIME, JOB SHARE AND CASUAL EMPLOYMENT

6.1 Part-time

Part-time employees in 4.2 and 20.2 have full-time employee entitlements on a pro rata basis.

6.2 Job share

6.2.1 Job share employees in 4.3 and 20.2 have full-time employee entitlements on a pro rata basis.

6.2.2 For job share employees the ordinary hours of work for the full-time position will be in accordance with clause 7 - Hours, in terms of responsibility for organising the job share employee's coverage of work it shall, in the first instance, be the primary responsibility of the two job share employees to roster themselves so that they adequately cover the entire spread of hours.

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

6.3 Casual

Casual employees in 4.4 and 20.3 may be engaged by agreement on two or more starts per day.

7. HOURS

7.1 Hours of work will be rostered to establish nominal starting and finishing times for employees. The ordinary working hours, exclusive of meal times, will not exceed an average of 152 hours per four week period.

7.2 Consultation is to occur on the method of implementation of the ordinary working hours. However, the final choice as to the method of implementation rests with the employer. Circumstances may arise where different methods of implementation of the ordinary working hours may apply to individual employees or various groups or sections of employees in the establishment.

7.3 Ordinary hours for full-time or part-time employees will be between 7.00 a.m. to 9.00 p.m. Monday to Friday, and between 8.00 a.m. and 1.00 p.m. on Saturday. Ordinary hours worked by full-time or part-time employees between 8.00 a.m. and 1.00 p.m. on Saturdays will be paid at the rate of time and a half. Hours worked by full-time and part-time employees outside these times attract overtime rates in accordance with clause 8 - Overtime.

7.4 Where a work location of a practice services patients on a seven day a week basis the ordinary hours of full-time and part-time employees at that work location will be between 7 a.m. and 9 p.m. on such days; where such work is undertaken on a Saturday it will be paid at the rate of time and a quarter; on Sunday it will be paid at the rate of time and a half. Hours worked by full-time and part-time employees at such locations before 7 a.m. or after 9 p.m. on any day will attract overtime rates in accordance with clause 8 - Overtime.

7.5 An unpaid break of not less than 30 minutes and not more than one hour will be allowed for a meal within five hours of commencement. This provision may be varied by agreement between the employer and an individual employee.

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

7.7 Up to two paid tea breaks of up to 10 minutes duration may be allowed each day for full-time employees. The time of taking such break(s) is subject to the workload of the practice.

8. OVERTIME

8.1 Full-time

8.1.1 A full-time employee who on any given day works outside the ordinary rostered hours of his or her employment for a period of less than 30 minutes, will be entitled to an equivalent amount of time off work, at a time mutually convenient to the employee and the employer.

8.1.2 A full-time employee who on any given day works outside the ordinary rostered hours of his or her employment for period in excess of 30 minutes, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer. The single hourly rate for overtime will be calculated by dividing the weekly rate by 38.

8.2 Part-time

8.2.1 A part-time employee who on any given day works outside the ordinary rostered hours of full-time employees employed in a similar position for a period of less than 30 minutes, will be entitled to elect to take either an equivalent amount of time off work at a time mutually convenient to the employee and the employer or payment in accordance with 8.2.3.

8.2.2 A part-time employee who on any given day works outside the ordinary rostered hours of full-time employees employed in a similar position for a period in excess of 30 minutes, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer. The single hourly rate for overtime will be calculated by dividing the weekly rate by 38.

8.2.3 A part-time employee who by agreement with the employer works beyond his or her ordinary rostered hours, or on days on when he or she does not usually work will be paid at ordinary rates of pay subject to 4.2, 7.1, 7.2, 7.3 and 7.4.

8.3 Job share

A job share employee will not receive overtime payments for any time worked within the rostered ordinary hours for the shared job.

8.4 Casual

For work done by a casual employee in excess of an average of 38 hours in a week the rate of pay will be time and a half for the first two hours and double time thereafter. Overtime for such employee will be calculated on a pay period basis.

8.5 Recall

8.5.1 An employee who is recalled to work overtime after leaving the employer's premises will be paid at the rate of time and a half for the first two hours and double time thereafter for the time taken to perform the work required and for the time taken in travelling to and from the employer's premises subject to a maximum of 15 minutes travel each way.

8.5.3 An employee who is recalled to work overtime after leaving the employer's premises will also be entitled to payment of reasonable travelling expenses incurred.

8.6 Reasonable hours

8.6.1 Subject to 8.6.2 an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.

8.6.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

8.6.3 For the purposes of 8.6.2 what is unreasonable or otherwise will be determined having regard to:

8.6.3(a) Any risk to employee health and safety.

8.6.3(b) The employee's personal circumstances including any family and carer responsibilities.

8.6.3(c) The needs of the workplace or enterprise.

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

8.6.3(e) Any other relevant matter.

9. PROCEDURE TO AVOID INDUSTRIAL DISPUTES

The employees and the employer will confer with a view to resolving all industrial disputes by direct negotiation and consultation. All disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

9.1 Any industrial dispute which arises will, where possible, be settled by discussion on the job between the employees and the employees' immediate supervisor.

9.2 If the matter is not resolved, the matter will be further discussed between the affected employees, the employees' nominated representative (who may be a Union representative) and the supervisor or manager of the relevant section or department, and the assistance of the employer's industrial relations representative will be sought.

9.3 If no agreement is reached, the employee's nominated representative will discuss the matter with the employer's industrial relations representative.

9.4 In the interest of patient care work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with the procedures.

9.5 Should the matter still not be resolved it may be referred by the parties to the Australian Industrial Relations Commission for conciliation.

PART 3 - JOB SECURITY

10. ANTI-DISCRIMINATION

10.1 It is the intention of the respondents to this award to achieve the principal object in section 3(j) of the Workplace Relations Act 1996 (the Act) through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, responsibilities as a carer, pregnancy, religion, political opinion, national extraction or social origin.

10.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

10.3 Nothing in this clause is taken to affect:

10.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

10.3.2 junior rates of pay.

10.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

10.3.4 the exemptions in s.170CK(3) and (4) of the Act.

11. TERMINATION OF EMPLOYMENT

Now covered by NES Consent award provisions not included in these excerpts

12. REDUNDANCY

Now covered by NES Consent award provisions not included in these excerpts

13. WITHOUT PREJUDICE

This award will not operate to cause an employee to suffer a reduction in ordinary time earnings or departure from standards in regard to hours of work, annual leave or long service leave.

PART 4 - LEAVE

14. ANNUAL LEAVE

Now covered by NES Consent award provisions not included in these excerpts

15. PERSONAL LEAVE

Now covered by NES Consent award provisions not included in these excerpts

16. LONG SERVICE LEAVE

Not included in these excerpts

17. PUBLIC HOLIDAYS

Now covered by NES Consent award provisions not included in these excerpts

18. PARENTAL LEAVE

Now covered by NES Consent award provisions not included in these excerpts

19. JURY SERVICE

Now covered by NES Consent award provisions not included in these excerpts

PART 5 - REMUNERATION

20. RATES OF PAY

Not included in these excerpts

20.1 Full-time employees

Minimum rates of pay for the classifications defined in this award for full-time employees are set out in Appendix A - Monetary rates.

20.2 Part-time and job share employees

Part-time employees in 6.1 and job share employees in 6.2 will be paid 1/38th of the rate of pay prescribed in Table 1 of Appendix A - Monetary rates for each hour worked.

20.3 Casual employees

20.3.1 Casual employees in 6.3 will be paid 1/38th of the rate of pay prescribed in Table 1 of Appendix A - Monetary rates plus a loading of 15 per cent for each hour worked with a minimum payment of two hours for each start.

20.3.2 Casual employees will be paid 1/12th of the ordinary rate as pro rata annual leave. Such payment will be made on the normal pay day of the employee.

20.4 Exemption - Medical Imaging Administration

Not included in these excerpts

20.5 Arbitrated safety net adjustments

Not included in these excerpts

20.6 Work levels

Not included in these excerpts

21. PAYMENT OF WAGES

21.1 Wages and other payments earned during the pay period will be paid not more than three working days from the end of the pay period. An employer may pay in cash or cheque or electronic transfer or other arrangement by agreement with the employee.

21.2 Depending on the employer's pay period, full-time employee will be paid weekly, fortnightly, four weekly, or monthly. Part-time or casual employees will be paid weekly or fortnightly.

22. ALLOWANCES – MEALS, MOTOR VEHICLES and ON CALL

22.1 Meal allowance

An employee who is required to work more than three hours after his or her rostered time finishes will be supplied with a meal or paid a meal allowance as set out in Table 2 of Appendix A - Monetary rates. A further meal or allowance will be supplied or paid on the completion of each additional four hours' overtime worked.

22.2 Motor vehicle allowance

Where an employee, by arrangement with the employer, provides his or her own vehicle for use in connection with the work the employee will be paid an allowance in line with ATO requirements for kilometre travelled in connection with work, as set out in Table 2 of Appendix A - Monetary rates.

22.3 On call allowance

An employee on call for emergency recall under 8.5 will be paid an on call allowance per period when on call up to a maximum amount per week as set out in Table 2 of Appendix A - Monetary rates.

23. ANNUAL LEAVE LOADING

Now covered by NES Consent award provisions not included in these excerpts

24. PUBLIC HOLIDAYS PAYMENT

Now covered by NES Consent award provisions not included in these excerpts

25. SUPERANNUATION

Not included in these excerpts

BY THE COMMISSION:

SENIOR DEPUTY PRESIDENT

AM2016/31 MIERG Part 5 - Comparison .1 HSU 2004 .2 MIERG 2017 .3 FWC 2015 - Restructured 9 June 2017

Filed on behalf of Medical Imaging Employment Relations Group (MIERG)	Filed by Tim McCarthy MIERG co-Facilitator m 0435 013 733	Address PO Box 33 Paddington NSW 2021 e newerair@gmail.com
5.1 HSU Private Medical Imaging Award	5.2 MIERG Schedule M-Medical Imaging Subject on ongoing review	5.3 FWC Health Professionals &c Award ExD
Health Services Union of Australia (NSW/ACT Private Medical Imaging) Award 26 April 2005 (C2004/7069) AW839843 PR957574 Medical Imaging Employment Relations Group (MIERG) and HSU (Private Medical Imaging Consent Award)	Medical Imaging Employment Relations Group (MIERG) Schedule M—Medical Imaging AM2014/204 &/or AM2016/31 Draft Determination Application Revised Submission Filed 22 May 2017 (Schedule M—Medical Imaging)	Health Professionals and Support Services Award 2015 AM2014/204 EXPOSURE DRAFT (ExD)—REVISED as at 3 December 2015 Republished 31 October 2016 <i>This draft does <u>not</u> represent the concluded view of the Fair Work Commission in this matter.</i> (the award)
Medical Imaging Employment Relations Group And Health Services Union of Australia (HSU) (C2004/7069) HEALTH SERVICES UNION OF AUSTRALIA (NSW/ACT PRIVATE MEDICAL IMAGING) AWARD 2004 JOB SECURITY - PART 3 10. ANTI-DISCRIMINATION 10.1 It is the intention of the respondents to this award to achieve the principal object in section 3(j) of the <i>Workplace Relations Act 1996 (the Act)</i> through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, responsibilities as a carer, pregnancy, religion,	Health Professionals and Support Services Award 2010 MA000027 (Health Professionals &c Award) (AM2016/31) MA000027 Health and Welfare Draft Determination A. The above award is varied 1. Add a new Schedule to the Health Professionals and Support Services Award (the award): Schedule M—Medical Imaging NOTE: Schedule M clause or sub-clause number, Title or Schedule letter replaces the award clause or sub-clause, with the same clause or sub-clause number, Title or Schedule letter in whole or in part as set out in Schedule M. Schedule M—Medical Imaging provides medical	EXPOSURE DRAFT – Revised Health Professionals and Support Services Award 2015 Exposure Draft – Revised (AM2014/204) 31 October 2016

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<p>political opinion, national extraction or social origin.</p> <p>10.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.</p> <p>10.3 Nothing in this clause is taken to affect:</p> <p>10.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;</p> <p>10.3.2 junior rates of pay.</p> <p>10.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.</p>	<p>imaging specific employment terms and conditions of employees in a private medical imaging practice (as defined in award Schedule I—Definitions). Schedule M covers:</p> <p>(a) medical imaging (as defined in the award in Schedule I—Definitions) employers throughout Australia and their employees in the classifications listed in award Schedule A—Classification Definitions to the exclusion of any other modern award.</p> <p>(b) Neither the making or the operation of Schedule M is intended to result in an immediate reduction in the take-home pay of a private medical imaging practice employee who works a five-and-a-half-day week at the date of operation of Schedule M.</p>	
<p>1. TITLE</p> <p>This award shall be known as the Health Services Union of Australia (NSW/ACT Private Medical Imaging) Award 2004. [AW839843 PR957574]</p> <p>This award supersedes the Health Services Union of Australia of Australia (NSW/ACT Private Medical Imaging and Radiation Technology) Award 2001 [AW811374 PR910491].</p>	<p>Schedule M—Medical Imaging</p> <p>NOTE: A Schedule M clause or sub-clause number, Title or Schedule letter replaces the award clause or sub-clause, with the same clause or sub-clause number, Title or Schedule letter in whole or in part as set out in Schedule M.</p>	
<p>2. ARRANGEMENT</p>	<p>M —Medical Imaging Table of Contents</p> <p>NOTE: The following Schedule M—Medical Imaging clauses replace in whole or part the corresponding award clauses, refer to the NOTE</p>	<p>Table of Contents</p>

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	after the Schedule clause M. number under the clause Title in Schedule M.	
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	M.18 Penalty rates and shiftwork	18. Penalty rates and shiftwork

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	M.18 Penalty rates and shiftwork M.18.1 Weekend penalties—day worker M.18.2 Weekend work in private medical imaging M.18.3 Public holidays M.18.4 Shiftwork penalties	
8. OVERTIME	M.19 Overtime rates M.19.1 Overtime circumstances (a) Full-time (b) Part-time (c) Job share (d) Casual M.19.2 Overtime M.19.3 Rest period after overtime M.19.4 Time off instead M.19.5 Recall M.19.6 Reasonable hours	19. Overtime rates
Part 3 - Job security Part 4 – Leave	M—Part 6—Leave, Public Holidays, termination of employment and Other NES Entitlements	Part 6— Leave, Public Holidays, termination of employment, and Other NES Entitlements
10. ANTI-DISCRIMINATION		
16. LONG SERVICE LEAVE		
14. ANNUAL LEAVE 23. ANNUAL LEAVE LOADING	M.20. Annual leave M.20.2 Additional leave for certain shiftworkers	20. Annual leave M.20.2 Additional leave for certain shiftworkers
15. PERSONAL LEAVE		21. Personal/carer’s leave and compassionate leave
18. PARENTAL LEAVE		22. Parental leave and related entitlements
17. PUBLIC HOLIDAYS 24. PUBLIC HOLIDAYS PAYMENT	M.23 Public holidays	23. Public holidays
19. JURY SERVICE		24. Community service leave
		25. Ceremonial leave
11. TERMINATION OF EMPLOYMENT		26. Termination of employment
12. REDUNDANCY		27. Redundancy
	M—Part 7—Consultation and Dispute Resolution	Part 7—Consultation and Dispute Resolution

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	M.28 Consultation	28. Consultation
9. PROCEDURE TO AVOID INDUSTRIAL DISPUTES	M.29 Dispute resolution	29. Dispute resolution
Schedule A – Respondents The employers in Schedule A - Respondents attached are parties to this Award.		
Appendix B - Work level statement – medical imaging administration (MIA)	M—Schedule A—Classification Definitions Medical Imaging specific definitions Medical Imaging Support (MIS) Medical Imaging Technologist (MIT)	Schedule A—Classification Definitions
		Schedule B—List of Common Health Professionals
Appendix A - Monetary rates schedules Salaries and casual rates		Schedule C—Summary of Hourly Rates
		Schedule D—Summary of Monetary Allowances
		Schedule E—Supported Wage System
		Schedule F—National Training Wage
		Schedule G—2016 Part-day public holidays
		Schedule H—School-based Apprentices
4.DEFINITIONS	M—Schedule I—Definitions Medical Imaging specific definitions CPD casual full-time job share part-time medical imaging medical imaging practice	Schedule I—Definitions
		Schedule J—Agreement to Take Annual Leave in Advance
		Schedule K—Agreement to Cash Out Annual Leave

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		Schedule L—Agreement for Time Off Instead of Payment for Overtime
	M—Schedule M—Medical Imaging NOTE: Schedule M—Medical Imaging sets out medical imaging specific provisions.	Schedule M—Medical Imaging MIERG Part 2 - Draft Determination - Restructured 9 June 2017:
PART 1 - APPLICATION AND OPERATION OF AWARD	M—Part 1—Application and Operation	Part 1—Application and Operation
1. TITLE	M.1 Title and commencement Refer to MIERG Part 2 - Draft Determination - Restructured 9 June 2017: for Requests to vary award Schedules B and I: NOTE: Schedule M—Medical Imaging covers private medical imaging (as defined in award Schedule I—Definitions) practice employers throughout Australia and their employees, in the classifications listed in award Schedule A—Classification Definitions and award Schedule B—List of Common Health Professionals to the exclusion of any other modern award.	1. Title and commencement
This award shall be known as the Health Services Union of Australia (NSW/ACT Private Medical Imaging) Award 2004. 2. OPERATIVE DATE 2.1 This award supersedes the Health Services Union of Australia of Australia (NSW/ACT Private Medical Imaging and Radiation Technology) Award 2001 [AW811374 PR910491]. 2.2 This award will apply to employers and employees as set out in clause 3 - Parties.	M.1.1 This Schedule is Schedule M—Medical Imaging which covers private medical imaging (as defined in the award Schedule I—Definitions) practice employers throughout Australia and their employees in the classifications listed in award Schedule A—Classification Definitions and award Schedule I—Definitions in the award for private medical imaging specific provisions covered in award Schedule M —Medical Imaging (refer Schedule M —Medical Imaging Table of Contents above in relation to the medical imaging specific provisions set out below) to the exclusion of any other modern award.	1.1 This award is the Health Professionals and Support Services Award 2015.
2.3 The award will take effect on and from	M.1.2 Schedule M —Medical Imaging commenced	1.2 This modern award, as varied, commenced

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<p>9 February 2005 and will remain in effect until 30 June 2007.</p>	<p>operation on 201_.</p>	<p>operation on 1 January 2010.</p>
<p>13. WITHOUT PREJUDICE This award will not operate to cause an employee to suffer a reduction in ordinary time earnings or departure from standards in regard to hours of work, annual leave or long service leave.</p>		<p>1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>
<p>PART 2 - EMPLOYMENT 4. DEFINITIONS Refer MIERG – Part 4 Excerpts - 9 June 2017</p>		<p>1.4 Schedule I—Definitions sets out definitions that apply in this award.</p>
<p>13. WITHOUT PREJUDICE This award will not operate to cause an employee to suffer a reduction in ordinary time earnings or departure from standards in regard to hours of work, annual leave or long service leave.</p>	<p>M.1.5 NOTE: M.1.5 applies in addition to award clause 1.5.</p> <p>Neither the making nor the operation of Schedule M is intended to result in a reduction in the take-home pay of a private medical imaging practice employee who works a five-and-a-half-day week at the date of operation of Schedule M</p>	<p>1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. B. The award is varied refer MIERG Part 2 - Draft Determination - Restructured 9 June 2017: [1] Insert In clause 1. Title and commencement Insert additional paragraphs in 1.5</p> <p>Neither the making nor the operation of Schedule M is intended to result in a reduction in the take-home pay of a private medical imaging practice employee who works a five-and-a-half-day week at the date of operation of Schedule M.</p> <p>On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it</p>

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	<p>On application by an employee who suffers a reduction in take-home pay from the making of or the operation of Schedule M the Fair Work Commission may assist with conciliation on the issue under M—Part 7—Consultation and Dispute Resolution if the issue of a reduction as specified M.1.5 is unable to be resolved at the workplace.</p>	<p>considers appropriate to remedy the situation.</p> <p>On application by an employee who suffers a reduction in take-home pay from the making of or the operation of Schedule M the Fair Work Commission may assist with conciliation on the issue under M—Part 7—Consultation and Dispute Resolution if the issue of a reduction as specified M.1.5 is unable to be resolved at the workplace.</p>
	<p>M.1.6 Schedule M—Medical Imaging sets out private medical imaging specific employment terms and conditions of employees in private medical imaging practices.</p>	<p>B. The above award is varied MIERG Part 2 - Draft Determination - Restructured 9 June 2017: [2] Insert new sub-clause 1.6 Schedule M—Medical Imaging sets out private medical imaging specific employment terms and conditions of employees in private medical imaging practices.</p>
		<p>2. The National Employment Standards and this award ...</p>
3. PARTIES	M.3 Coverage	3. Coverage
	M.3.1	3.1 This industry and occupational award covers:
<p>3.1 This award will be binding upon the Health Services Union of Australia (the Union) and its officers and members in respect of work done by employees of the employers named in Schedule A - Respondents, employed in the classifications set out in Appendix A - Monetary rates, as defined in clause 4 - Definitions.</p> <p>3.2 Notwithstanding 3.1, this award will not apply to any employee whose gross earnings from an employer named in Schedule A - Respondents, exceeds the sum of \$[Exemption rate] per annum.</p>	<p>NOTE: The award provisions apply to medical imaging except for medical imaging specific provisions in Schedule M—Medical Imaging.</p> <p>Where there is conflict between a provision in the award and Schedule M the provision in Schedule M applies.</p>	<p>(a) employers throughout Australia in the health industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award; and</p>

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		(b) employers engaging a health professional employee in the classifications listed in Schedule A—Classification Definitions
		<p>B. The above award is varied MIERG Part 2 - Draft Determination - Restructured 9 June 2017: [3] Insert</p> <p>In clause 3. Coverage</p> <p>NOTE: The Award applies to private medical imaging practices except for specific provisions in Schedule M—Medical Imaging.</p> <p>3.1(c) employees of private medical imaging practices have specific provisions in Schedule M—Medical Imaging. Where there is conflict between a provision in the award and Schedule M the provision in Schedule M applies.</p>
		3.2 The health industry means employers whose business and/or activity is in the delivery of health care, medical services and dental services
		3.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 3.1 and 3.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
		3.4 This award covers any employer which supplies on-hire employees in classifications set out in clause 11 and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more

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		appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.
		3.5 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This clause operates subject to the exclusions from coverage in this award.
		3.6 This award does not cover:
		(a) employees excluded from award coverage by the <i>Fair Work Act 2009</i> (Cth) (the Act);
		(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or
		(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or
		(c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act</i>

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		2009 (Cth)), or employers in relation to those employees.
		3.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.
		4. Award flexibility
		4.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
		(a) arrangements for when work is performed;
		(b) overtime rates;
		(c) penalty rates;
		(d) allowances; and
		(e) leave loading.
		4.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
		4.3 The agreement between the employer and the individual employee must: (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and

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		(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
		4.4 The agreement between the employer and the individual employee must also:
		(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
		(b) state each term of this award that the employer and the individual employee have agreed to vary;
		(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
		(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
		(e) state the date the agreement commences to operate.
		4.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
		4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
		4.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's

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		understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
		4.8 The agreement may be terminated:
		(a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
		(b) at any time, by written agreement between the employer and the individual employee.
		NOTE: If any of the requirements of <i>s.144(4)</i> , which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (<i>see s.145 of the Act</i>). 4.9 The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.
		4.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award
		5. Facilitative provisions
		5.1 A facilitative provision provides that the standard approach in an award provision may be

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		departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.																								
		5.2 Facilitative provisions in this award are contained in the following clauses:																								
		<table border="1"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>9.1(b)</td> <td>Unpaid meal breaks</td> <td>An individual</td> </tr> <tr> <td>9.2(b)</td> <td>Paid tea breaks</td> <td>An individual</td> </tr> <tr> <td>12.1</td> <td>Payment of wages</td> <td>The majority of employees</td> </tr> <tr> <td>19.4</td> <td>Time off instead of payment for overtime</td> <td>An individual</td> </tr> <tr> <td>20.4</td> <td>Annual leave in advance</td> <td>An individual</td> </tr> <tr> <td>20.6</td> <td>Cashing out of annual leave</td> <td>An individual</td> </tr> <tr> <td>23.3(a)</td> <td>Substitution of public holidays by agreement</td> <td>The majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	9.1(b)	Unpaid meal breaks	An individual	9.2(b)	Paid tea breaks	An individual	12.1	Payment of wages	The majority of employees	19.4	Time off instead of payment for overtime	An individual	20.4	Annual leave in advance	An individual	20.6	Cashing out of annual leave	An individual	23.3(a)	Substitution of public holidays by agreement	The majority of employees
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	M Part 2—Types of Employment and Classifications	Part 2—Types of Employment and Classifications																								
6. PART-TIME, JOB SHARE AND CASUAL EMPLOYMENT	M.6 Types of employment	6. Types of employment																								
	NOTE: Clause M.6 Types of employment applies to medical imaging and replaces award clause 6. Types of employment.																									
	M.6.1 Employment categories	6.1 Employment categories																								
	(a) Employees covered by Schedule M will be employed in one of the following categories:	(a) Employees under this award will be employed in one of the following categories:																								
	full-time,	(i) full-time;																								

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	part-time, job share, or	(ii) part-time; or
	casual.	(iii) casual.
	(b) At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time, job share or casual basis.	(b) At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis.
	(c) An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.	(c) An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.
	M.6.2 Full-time employment	6.2 Full-time employment
4. DEFINITIONS	A full-time employee is engaged to work:	A full-time employee is engaged to work:
4.1 Full-time means an employee who is engaged as such and who is rostered to work an average of 152 ordinary hours per four-week period.	an average of 152 hours per four-week period.	(a) 38 ordinary hours per week, or
		(b) an average of 38 ordinary hours per week in a fortnight or four-week period.
6.PART-TIME, JOB SHARE AND CASUAL EMPLOYMENT	M.6.3 Part-time and Job share employment	6.3 Part-time employment
	M.6.3.1 Part-time employment	
4.2 Part-time 6.1 Part-time	(a) A part-time employee	(a) A part-time employee:
4.2 Part-time means an employee who is engaged as such and who is required to work less than an average of 152 ordinary hours per four-week period with a minimum start of two hours per rostered day.	(i) is engaged as such to work less than an average of 152 ordinary hours per four-week period with a minimum start of two hours per rostered day; and	(i) is engaged to work less than an average of 38 hours per week;
	(ii) the employer and part-time employee will agree in writing on the pattern of work which may be varied by agreement at any time.	(ii) has reasonably predictable hours of work; and
6.1 Part-time employees in 4.2 and 20.2 have	(b) A part-time employee has full-time employee	(iii) starting and finishing times each day.

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full-time employee entitlements on a pro rata basis	entitlements on a pro rata basis.	
6.2 Job share	M.6.3.2 Job share employment	
4.3 Job share means a part-time employee who shares a full-time position. 6.2.2 For job share employees the ordinary hours of work for the full-time position will be in accordance with clause 7 - Hours, ...	Job share means part-time employees who share a full-time position. (a) Job share employees' ordinary hours of work are the ordinary hours in clause M.6.2 Full-time employment for the full-time position shared and in accordance with clause M.8 Ordinary hours of work and rostering.	
6.2.2 ...in terms of responsibility for organising the job share employee's coverage of work it shall, in the first instance, be the primary responsibility of the two job share employees to roster themselves so that they adequately cover the entire spread of hours	(b)(i) The responsibility for organising the job share employees' ordinary hours and rostering to ensure coverage of the work of the position shared is, in the first instance, the primary responsibility of the employees' sharing the job to roster themselves so that they adequately cover the entire span of hours of the full-time position they share.	
6.2.3 Where this is not possible because of ill health or other unexpected emergency, the employer must be notified as soon as possible of the inability of the job share employees to cover the entire spread of hours	(ii) Where this is not possible because of ill health or other unexpected event or emergency, the employer must be notified as soon as possible of the inability of the job share employees to cover the entire span of hours of the full-time position they share.	
6.2.1 Job share employees in 4.3 and 20.2 have full-time employee entitlements on a pro rata basis	(c) Job share employees have full-time employee entitlements on a pro rata basis.	
	(d) The job share employees will agree with the employer in writing on the pattern of their work which may be varied by agreement at any time.	
6.3 Casual	M.6.4 Casual employment NOTE: Refer award clause 19.1(c)(ii)	6.4 Casual employment
4.4 Casual means an employee who is engaged	(a) A casual employee is an employee engaged	(a) A casual employee is an employee engaged

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on an hourly basis other than as a permanent part-time employee or full-time employee or job share employee.	on an hourly basis, other than as a part-time, job share, full-time or fixed-term employee.	on an hourly basis, other than as a part-time, full-time or fixed-term employee.
	(b) A casual employee can be engaged to work up to and including 38 ordinary hours per week or 76 in a fortnight in accordance with the employer's pay period.	(b) A casual employee can be engaged to work up to and including 38 ordinary hours per week. [NB award clause 19.1(c)(ii)]
20.3.1 ... a minimum payment of two hours for each start.	(c) The minimum period of engagement of a casual employee in medical imaging is two hours for each start.	(c) Subject to clause 6.4(d) the minimum period of engagement of a casual employee is three hours.
	(d) The minimum period of engagement of cleaners employed in private medical practices is two hours for each start.	(d) The minimum period of engagement of cleaners employed in private medical practices is two hours.
6.3 Casual Casual employees in 4.4 and 20.3 may be engaged by agreement on two or more starts per day.	FWC Request <i>Parties are asked to clarify whether the minimum engagements are daily minimums which can be worked in two or more occasions (i.e. in split shifts) or if these hours must be worked consecutively.</i> (e) Casual employees may be engaged by agreement on two or more starts per day.	FWC Request <i>Parties are asked to clarify whether the minimum engagements are daily minimums which can be worked in two or more occasions (i.e. in split shifts) or if these hours must be worked consecutively.</i>
	(f) Casual loading	(e) Casual loading
20.3.1 Casual employees in 6.3 will be paid 1/38th of the rate of pay prescribed in Table 1 of Appendix A - Monetary rates plus a loading of 15 per cent for each hour worked with a minimum payment of two hours for each start.	(i) For each hour worked, a casual employee must be paid: * the minimum hourly rate; and * a loading of 25% of the minimum hourly rate, applicable to the classification and pay point in which they are employed.	(i) For each ordinary hour worked, a casual employee must be paid: * the minimum hourly rate; and * a loading of 25% of the minimum hourly rate, applicable to the classification and pay point in which they are employed.
	(ii) The casual loading is paid instead of the paid leave entitlements of full- time employees.	(ii) The casual loading is paid instead of the paid leave entitlements of full- time employees.
	FWC Request <i>Parties are asked to provide a list of provisions that do not apply to casual employees.</i> NOTE: MIERG to supply details on or before 27	FWC Request <i>Parties are asked to provide a list of provisions that do not apply to casual employees.</i>

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	November 2017 (iii) The following provisions of this award do not apply to casual employees: ...	
5. PROBATIONARY EMPLOYMENT	M.6.5 Probationary employment	
5.1 Notwithstanding anything elsewhere contained in this award, an employer may employ an employee on a probationary basis.	(a) Notwithstanding anything elsewhere contained in this award, an employer may employ an employee on a probationary basis.	
5.2 The period of probation will be for an initial period of not more than three months provided that where considered by the employer to be justified, the initial probationary period may be extended by a further probationary period of not more than three months. An employee may not be employed on a probationary basis for a period exceeding six months.	(b) The period of probation will be for an initial period of not more than three months. However, where considered by the employer to be justified before the completion of the initial probationary period, the probationary period may be extended by a further probationary period of not more than three months. An employee may not be employed on a probationary basis for a period exceeding six months.	
5.3 Notwithstanding any provision contained elsewhere in this award, the employment of a probationary employee may be terminated by the employer or the employee upon the giving of one week's notice or the payment or forfeiture of one week's salary where such notice is not given.	(c) Notwithstanding any provision contained elsewhere in this award, the employment of a probationary employee may be terminated by the employer or the employee upon the giving of one week's notice or the payment or forfeiture of one week's salary where such notice is not given.	
		7. Classifications
		Refer to Schedule B—List of Common Health Professionals in MIERG Part 2 - Draft Determination - Restructured 9 June 2017: 7.1 All employees covered by this award must be classified according to the structure and definitions set out in Schedule A—Classification Definitions.

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		7.2 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification
7. HOURS	M—Part 3—Hours of Work	Part 3—Hours of Work
	M.8 Ordinary hours of work and rostering	8. Ordinary hours of work and rostering
7.1 Hours of work will be rostered to establish nominal starting and finishing times for employees...	NOTE: M.8 Ordinary hours of work and rostering applies to medical imaging and replaces award clause 8. Ordinary hours of work and rostering.	
	M.8.1 Ordinary hours	8.1 Ordinary hours
7.1... The ordinary working hours, exclusive of meal times, will not exceed an average of 152 hours per four-week period	(a)(i) The ordinary working hours, exclusive of meal times, other than for casuals, will not exceed an average of 152 hours per four-week period.	(a) The ordinary hours of work for a full-time employee are an average of 38 hours per week in a fortnight or four-week period.
	NOTE: refer award clause 19.1(c)...casual...(ii). (ii) The ordinary working hours for casuals, exclusive of meal times, will not exceed an average of 38 hours per week or 76 in a fortnight in accordance with the employer’s pay period.	[<i>Excerpt by MIERG:</i> 19.1(c) Where a casual employee: (i) works in excess of 10 hours per shift; and/or (ii) works in excess of 38 hours per week or 76 hours in a fortnight.]
7.2 Consultation is to occur on the method of implementation of the ordinary working hours. However, the final choice as to the method of implementation rests with the employer. Circumstances may arise where different methods of implementation of the ordinary working hours may apply to individual employees or various groups or sections of employees in the establishment.	(iii) Consultation is to occur on the method of implementation of the ordinary working hours. However, the final choice as to the method of implementation rests with the employer. Circumstances may arise where different methods of implementation of the ordinary working hours may apply to individual employees or various groups or sections of employees in the medical imaging practice’s locations.	
	(b) Not more than 12 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.	(b) Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.
7.1 Hours of work will be rostered to establish nominal starting and finishing times for employees...	(c) Working hours will be rostered in M.8.3 Rostering to establish nominal starting and finishing times for employees.	

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	M.8.2 Span of hours—day workers	8.2 Span of hours—day workers
7.3 Ordinary hours for full-time or part-time employees will be between 7.00 a.m. to 9.00 p.m. Monday to Friday, and between 8.00 a.m. and 1.00 p.m. on Saturday. Ordinary hours worked by full-time or part-time employees between 8.00 a.m. and 1.00 p.m. on Saturdays will be paid at the rate of time and a half. Hours worked by full-time and part-time employees outside these times attract overtime rates in accordance with clause 8 - Overtime.	The ordinary hours of work of a day worker will be between 7.00 a.m. and 9.00 p.m. Monday to Sunday inclusive.	(a) The ordinary hours of work for a day worker are worked between 6.00 am and 6.00 pm, Monday to Friday, unless otherwise stated.
		(b) Private medical, dental and pathology practices
		The ordinary hours of work for a day worker in private medical, dental and pathology practices are worked between: (i) 7.30 am and 9.00 pm, Monday to Friday; and (ii) 8.00 am and 4.30 pm on Saturday
		(c) Private medical imaging practices—five and a half day
7.3 Ordinary hours for full-time or part-time employees will be between 7.00 a.m. to 9.00 p.m. Monday to Friday, and between 8.00 a.m. and 1.00 p.m. on Saturday. Ordinary hours worked by full-time or part-time employees between 8.00 a.m. and 1.00 p.m. on Saturdays will be paid at the rate of time and a half.		Refer to M.8.2 Span of hours—day workers in MIERG Part 2 - Draft Determination - Restructured 9 June 2017: Where a practice services patients on a five and a half day a week basis, the ordinary hours of work for an employee are worked between: * 7.00 am and 9.00 pm, Monday to Friday; and * 8.00 am and 1.00 pm on Saturday.
		(d) Private medical imaging practices—seven day practices
7.4 Where a work location of a practice services patients on a seven day a week basis the ordinary hours of full-time and part-time		Refer to M.8.2 Span of hours—day workers in MIERG Part 2 - Draft Determination - Restructured 9 June 2017:

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<p>employees at that work location will be between 7 a.m. and 9 p.m. on such days; where such work is undertaken on a Saturday it will be paid at the rate of time and a quarter; on Sunday it will be paid at the rate of time and a half. Hours worked by full-time and part-time employees at such locations before 7 a.m. or after 9 p.m. on any day will attract overtime rates in accordance with clause 8 – Overtime.</p>		<p>(i) Where a practice services patients on a seven day a week basis, the ordinary hours of work for an employee at that location are worked between 7.00 am and 9.00 pm, Monday to Sunday.</p> <p>Refer to M.18.1 in MIERG Part 2 - Draft Determination - Restructured 9 June 2017: for payment for weekend work in private medical imaging seven day practice</p> <p>(ii) Payment for weekend work under clause 8.2(d)(i) is paid in accordance with clause 18.2.</p>
		<p>(e) Physiotherapy practices</p> <p>In physiotherapy practices, the ordinary hours of work for a day worker will be worked between:</p>
		<p>(i) 6.00 am and 6.00 pm, Monday to Friday; and</p>
		<p>(ii) 6.00 am to 12.00 noon on Saturday.</p>
	<p>M.8.3 Rostering</p>	<p>8.3 Rostering</p>
<p>7.1 Hours of work will be rostered to establish nominal starting and finishing times for employees...</p>	<p>(a) Hours of work for a fortnight will be rostered to establish nominal starting and finishing times for employees and posted at least two weeks before the roster commences.</p>	<p>(a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.</p>
	<p>(b) Seven days’ notice will be given of a change to the roster. However, by agreement or owing to another employee’s absence because of illness or injury or in an emergency the roster may be changed at any time.</p>	<p>(b) Seven days’ notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of the hospital, facility or organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.</p>
		<p>(c) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days’ notice except where the employee is ill or in an emergency.</p>

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	M.9 Breaks	9. Breaks
	NOTE: M.9 Breaks applies to medical imaging and replaces award clause 9. Breaks.	
7. HOURS	M.9.1 Unpaid meal breaks	9.1 Unpaid meal breaks
7.5 An unpaid break of not less than 30 minutes and not more than one hour will be allowed for a meal within five hours of commencement.	(a) An unpaid break of not less than 30 minutes and not more than one hour will be allowed for a meal where employee works in excess of five hours after commencement.	(a) An employee who works in excess of five hours will be entitled to an unpaid meal break of between 30 minutes and 60 minutes.
7.5 This provision may be varied by agreement between the employer and an individual employee.	(b) This provision may be varied by agreement between the employer and an individual employee.	(b) The time of taking the meal break may be varied by agreement between the employer and employee.
7.6 Where work is required urgently the unpaid meal break may be deferred, and must be taken as soon as practicable.	(c) Where work is required urgently the unpaid meal break may be deferred and must be taken as soon as practicable.	
	M.9.2 Paid tea breaks	9.2 Paid tea breaks
7.7 Up to two paid tea breaks of up to 10 minutes duration may be allowed each day for full-time employees. The time of taking such break(s) is subject to the workload of the practice.	A paid tea break of 10 minutes duration will be allowed each four hour period worked. The time of taking such break(s) is subject to the workload of the practice location.	(a) Every employee will be entitled to a paid 10-minute tea break in each four hours worked at a time to be agreed between the employer and employee.
		(b) Subject to agreement between the employer and employee, such breaks may be taken as one 20-minute tea break.
		(c) Tea breaks will be counted as time worked.
Part 5 - Remuneration	M—Part 4—Wages and Allowance	Part 4—Wages and Allowance
		[See Schedule C—Summary of Hourly Rates including overtime and penalties]
		10. Minimum wages for Support Services employees
		[Rates to be updated as a result of AWR 201_]]
21. PAYMENT OF WAGES	M.12 Payment of wages	12. Payment of wages
	NOTE: M.12 Payment of wages applies to medical	

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	imaging and replaces award clause 12. Payment of wages.	
21.2 Depending on the employer’s pay period, full-time employee will be paid weekly, fortnightly, four weekly, or monthly. Part-time or casual employees will be paid weekly or fortnightly.	M.12.1 Depending on the employer’s pay period: Full-time employee will be paid weekly, fortnightly, four weekly, or monthly. Part-time, job-share or casual employees will be paid weekly or fortnightly.	12.1 Wages will be paid weekly or fortnightly or, by agreement between the employer and the majority of employees, monthly.
21.1 Wages and other payments earned during the pay period will be paid not more than three working days from the end of the pay period.		
An employer may pay in cash or cheque or electronic transfer or other arrangement by agreement with the employee.	M.12.2 An employer may pay in cash or cheque or electronic transfer or other arrangement by agreement with the employee.	12.2 Wages will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
	NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.	NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.
		13. Supported wage system For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.
		14. National training wage For employees undertaking a traineeship, see Schedule F—National Training Wage.
22. ALLOWANCES – MEALS, MOTOR VEHICLES and ON CALL	M.15. Allowances	15. Allowances
	NOTE: M.15 Allowances extends or replaces some award clause 15. Allowances to cover medical imaging specific allowances.	
		Monetary amounts in this clause adjusted as a result of Annual Wage Review

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		15.1 Employers must pay to an employee the allowances the employee is entitled to under this award.
		See Schedule D for a summary of monetary allowances and method of adjustment.
	M.15.2 Wage related allowances NOTE: MIERG to supply \$_____ details of following allowances on or before 27 November 2017.	15.2 Wage related allowances
		(a) Heat allowance
		(i) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours work without deduction of pay.
		(ii) It will be the responsibility of the employer to ascertain the temperature.
		(iii) Employees employed at their current place of work prior to 8 August 1991 working for more than one hour in the shade in places where the temperature is raised by artificial means will be paid the following amounts: * where the temperature exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius—\$0.43 per hour or part thereof; or * where the temperature exceeds 46 degrees Celsius—\$0.51 per hour or part thereof.
		(b) Nauseous work allowance
		(i) An allowance of \$0.43 per hour or part thereof will be paid to an employee in any classification if: * they are engaged in handling linen of a

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		nauseous nature other than linen sealed in airtight containers; and/or * for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification.
		(ii) Any employee who is entitled to this allowance will be paid a minimum of \$2.30 per week for nauseous or offensive work performed in any week.
		(c) Occasional interpreting allowance
		An employee not employed as a full-time interpreter who is required to perform interpreting duties will receive an additional \$0.94 on each occasion with a maximum additional payment of \$10.84 per week.
22.3 On call allowance	(d) On call allowance	(d) On call allowance
22.3 An employee on call for emergency recall under 8.5 will be paid an on call allowance per period when on call up to a maximum amount per week as set out in Table 2 of Appendix A - Monetary rates.	NOTE: On call allowance is adjusted in accordance with National Wage Case adjustments. An employee on call for emergency recall under 19.5 Recall to work overtime will be paid on call allowance of \$_____ per 24 hour period when on call up to a maximum amount of \$_____ per week.	An employee required by the employer to be on call will receive the following additional amounts for each 24 hour period or part thereof:
		(i) when the on call period is between Monday and Saturday inclusive— \$18.43 per 24 hour period; and
		(ii) when the on call period is on a Sunday or public holiday—\$36.78 per 24 hour period.
	M.15.3 Expense related allowances NOTE: MIERG to supply \$ details of following allowances on or before 27 November 2017.	15.3 Expense related allowances

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		(a) Blood check allowance
		Any employee exposed to radiation hazards in the course of their work will be entitled to a blood count as often as is considered necessary and will be reimbursed for any out of pocket expenses arising from such test.
		(b) Clothing and equipment
		(i) Employees required to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost. Uniforms are to remain the property of the employer and be laundered and maintained by the employer free of cost to the employee.
		(ii) Uniform allowance
		Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay an employee a uniform allowance of: * \$1.23 per shift or part thereof on duty; or * \$6.24 per week, whichever is the lesser amount.
		(iii) Laundry allowance
		Where an employee's uniforms are not laundered by or at the expense of the employer the employee will be paid a laundry allowance of: * \$0.32 per shift or part thereof on duty; or * \$1.49 per week, whichever is the lesser amount.
		(iv) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave longer than 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other

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		than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
		(v) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing the special clothing or safety equipment, except where the clothing or equipment is provided by the employer.
		(c) Damaged clothing allowance
		(i) Where an employee, in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the employer will be liable for the replacement, repair or the cleaning of the clothing or personal effects provided immediate notification is given of the damage or soiling.
		(ii) This clause will not apply where the damage or soiling is caused by the negligence of the employee.
		(d) Deduction for board and lodging Where the employer provides board and lodging, the wage rates prescribed in this award will be reduced by the following amounts per week:
		(i) employees receiving full adult rate of pay—\$24.49; or
		(ii) trainees—\$11.06; and
		(iii) where the employee buys their meals at ruling cafeteria rates, by an additional amount of—\$15.26.

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22. ALLOWANCES – MEALS, MOTOR VEHICLES and ON CALL		
22.1 Meal allowance	(e) Meal allowances	(e) Meal allowances
22.1 An employee who is required to work more than three hours after his or her rostered time finishes will be supplied with a meal or paid a meal allowance as set out in Table 2 of Appendix A - Monetary rates....	NOTE: The meal allowance is adjusted in line with ABS CPI index for take away and fast foods sub-group. (i) An employee who is required to work more than three hours after his or her rostered time finishes will be *supplied with a meal or *paid a meal allowance of \$_____.	(i) When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour, an employee will be: * supplied with an adequate meal where an employer has adequate cooking and dining facilities; or * paid a meal allowance of \$12.48.
22.1 ...A further meal or allowance will be supplied or paid on the completion of each additional four hours' overtime worked.	(ii) A further meal will be supplied, or allowance of \$_____ paid, on the completion of each additional four hours' overtime worked.	(ii) In addition to the allowance provided for in clause 15.3(e)(i), where overtime work exceeds four hours, a further meal allowance of \$11.25 will be paid.
	(iii) M.15.3(e)(i) and (ii) will not apply when an employee could reasonably return home for a meal within the meal break.	(iii) Clauses 15.3(e)(i) and (ii) will not apply when an employee could reasonably return home for a meal within the meal break.
	(iv) On request the meal allowance will be paid on the same day as overtime is worked.	(iv) On request the meal allowance will be paid on the same day as overtime is worked.
		(f) Telephone allowance
		Where the employer requires an employee to install and/or maintain a telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.
		(g) Tool allowance
		A tool allowance of \$11.20 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer

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22.2 Motor vehicle allowance	(h) Travel, transport and fares NOTE: MIERG to supply \$_____details of following allowances on or before 27 November 2017.	(h) Travelling, transport and fares
	(i) Motor vehicle allowance	
22.2 Where an employee, by arrangement with the employer, provides his or her own vehicle for use in connection with the work the employee will be paid an allowance in line with ATO requirements for kilometre travelled in connection with work, as set out in Table 2 of Appendix A - Monetary rates.	NOTE: The motor vehicle allowance is adjusted in line with ATO requirements for kilometre travelled in connection with work. (i) Where an employee, by arrangement with the employer, provides their own vehicle for use in connection with the work the employee will be paid an allowance \$_____ per kilometre.	(i) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.
	(ii) All reasonably incurred fares, meals and accommodation expenses as agreed prior to travel will be paid on production of receipted account(s) or other evidence acceptable to the employer.	(ii) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
	(iii) The employee will not be entitled to reimbursement for expenses referred to in clause M.15.3(h)(ii), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.	(iii) The employee will not be entitled to reimbursement for expenses referred to in clause 15.3(h)(ii), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.
	M.16 Higher duties	16. Higher duties
	NOTE: M.16.4 Learning competency applies to private medical imaging in addition to award clauses 16.1, 16.2 and 16.3.	
		16.1 A Support Services employee engaged for two hours or less in any duties carrying a higher wage rate than the classification in which they are ordinarily employed will be paid at the higher wage rate for the time worked at the higher level.

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		16.2 A Support Services employee engaged for more than two hours in any duties carrying a higher wage rate than the classification in which they are ordinarily employed will be paid at the higher wage rate for the full day or shift worked at the higher level.
		16.3 An employee classified as a Health Professional who is authorised to assume the duties of another employee on a higher classification under this award for a period of five or more consecutive working days will be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the employee so relieved.
	M.16.4 Learning competency	
	Higher duties payment does not apply where an employee works in a higher paid classification position to learn to work competently in the higher paid position as preparation to relieve in that position or to qualify to apply for the position if it becomes vacant.	
	M—Part 5—Penalties and Overtime	Part 5—Penalties and Overtime
	M.18 Penalty rates and shiftwork	18. Penalty rates and shiftwork
	NOTE: M.18 applies to medical imaging and replaces award clause 18. Penalty rates and shiftwork.	
	M.18.1 Weekend penalties—day worker	18.1 Weekend penalties—day worker
	(a) Work performed on a Saturday in accordance with clause M.8.2 will be paid at the rate of 125% of the minimum hourly rate.	(a) For all ordinary hours worked between midnight Friday and midnight Sunday, a day worker will be paid 150% of the minimum hourly rate applicable to their classification and pay point.

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	(b) Work performed on a Sunday in accordance with clause M.8.2 will be paid at the rate of 150% of the minimum hourly rate applicable to their classification and pay point for all time worked.	
	(c) A casual employee who works on a Saturday or Sunday will be paid 125% of the minimum hourly rate applicable to their classification and pay point for all time worked.	(b) A casual employee who works on a Saturday or Sunday will be paid 175% of the minimum hourly rate applicable to their classification and pay point for all time worked, but will not be paid the casual loading of 25%.
	M.18.2 Weekend work in private medical imaging seven day practice	18.2 Weekend work in private medical imaging seven day practice
	NOTE: Refer to M.18.1(a), b) and (c) MIERG Part 2 Draft Determination Application 9 June 2017.	18.2(a) and (b) Weekend work in private medical imaging seven day practice to be replaced by M.18.1 in MIERG Part 2 Draft Determination Application 9 June 2017 (a) Work performed on a Saturday in accordance with clause 8.2(d)(i) will be paid at the rate of 125% of the minimum hourly rate applicable to their classification and pay point instead of the loading prescribed in clause 18.1.
		(b) Work performed on a Sunday in accordance with clause 8.2(d)(i) will be paid at the rate of 150% of the minimum hourly rate applicable to their classification and pay point instead of the loading prescribed in clause 18.1.
	M.18.3 Public holidays	18.3 Public holidays
	NOTE: Public holidays provisions are in accordance with award clause 23.	Payment for public holidays is in accordance with clause 23.1.
	M.18.4 Shiftwork penalties	18.4 Shiftwork penalties
	MIERG has this clause under review at 9 June 2017	Where the ordinary rostered hours of work of a shiftworker finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.00 am, the employee will be paid 115% of their minimum

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		hourly rate of pay applicable to their classification and pay point.
8. OVERTIME	M.19 Overtime rates	19. Overtime rates
<p>7.3 Ordinary hours for full-time or part-time employees will be between 7.00 a.m. to 9.00 p.m. Monday to Friday...</p> <p>7.3... Hours worked by full-time and part-time employees outside these times attract overtime rates in accordance with clause 8 - Overtime</p>	NOTE: M.19 Overtime rates applies to medical imaging and replaces award clause 19. Overtime rates.	
	M.19.1 Overtime is paid in the following circumstances:	19.1 Overtime is paid in the following circumstances:
8.1 Full-time	(a) Full-time	(a) Where a full-time employee:
<p>8.1.1 A full-time employee who on any given day works outside the ordinary rostered hours of his or her employment for a period of less than 30 minutes, will be entitled to an equivalent amount of time off work, at a time mutually convenient to the employee and the employer.</p> <p>8.1.2 A full-time employee who on any given day works outside the ordinary rostered hours of his or her employment for period in excess of 30 minutes, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer.</p>	<p>(i) A full-time employee who on any given day works outside the ordinary rostered hours of their employment will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter.</p> <p>In lieu of overtime payment an employee may elect to take an equivalent amount of time off work time off work at the single time rate at a time mutually convenient to the employee and the employer.</p>	(i) works in excess of their ordinary hours;
8.1.2 ... The single hourly rate for overtime will be calculated by dividing the weekly rate by 38.	The single time hourly rate for overtime will be calculated by dividing the weekly award rate	

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	applicable to the classification and pay point for the classification in which they are employed rate by 38.	
	(ii) works in excess of 12 hours on a day	(ii) works in excess of 10 hours per shift;
8.2 Part-time	(b) Part-time	
8.2.2 A part-time employee who on any given day works outside the ordinary rostered hours of full-time employees employed in a similar position for a period in excess of 30 minutes, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer. The single hourly rate for overtime will be calculated by dividing the weekly rate by 38.	(i) A part-time employee who on any given day works outside the ordinary rostered hours of full-time employees employed in a similar position for a period in excess of 30 minutes, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer. The single hourly rate for overtime will be calculated by dividing the weekly rate by 38.	
	(ii) works in excess of 12 hours per day, or	(ii) works in excess of 10 hours per shift; and/or
8.2.3 A part-time employee who by agreement with the employer works beyond his or her ordinary rostered hours, or on days on when he or she does not usually work will be paid at ordinary rates of pay subject to *4.2 Definition P-t..., *7.1 Hours of work will be rostered..., *7.2 Consultation... on ordinary working hours..., *7.3 [Span of ordinary hours... Monday to Friday and Saturday] and *7.4. [...seven-day practice...]	(iii) A part-time employee who by agreement with the employer works beyond his or her ordinary rostered hours or over 12 hours per day, or on days on when he or she does not usually work will be paid at ordinary rates of pay subject to M.6.3.1 Part-time employment and M.8 Ordinary hours of work and rostering	(iii) works in excess of an average of 38 hours per week in a fortnight or four-week period.
*[4.2 Part-time means an employee who is engaged as such and who is required to work less than an average of 152 ordinary hours per four-week period with a minimum	(iv) works in excess of an average of 152 hours in a four-week period	

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<p>start of two hours per rostered day.]</p> <p>*[7.1... The ordinary working hours, exclusive of meal times, will not exceed an average of 152 hours per four-week period]</p> <p>*[7.2 Consultation is to occur on the method of implementation of the ordinary working hours. However, the final choice as to the method of implementation rests with the employer. Circumstances may arise where different methods of implementation of the ordinary working hours may apply to individual employees or various groups or sections of employees in the establishment.]</p> <p>*[7.3 Ordinary hours for full-time or part-time employees will be between 7.00 a.m. to 9.00 p.m. Monday to Friday, and between 8.00 a.m. and 1.00 p.m. on Saturday. Ordinary hours worked by full-time or part-time employees between 8.00 a.m. and 1.00 p.m. on Saturdays will be paid at the rate of time and a half. Hours worked by full-time and part-time employees outside these times attract overtime rates in accordance with clause 8 – Overtime]</p> <p>*[7.4 Where a work location of a practice services patients on a seven day a week basis the ordinary hours of full-time and part-time employees at that work location will be between 7 a.m. and 9 p.m. on such days; where such work is undertaken on a Saturday it will be paid at the rate of time and a quarter; on Sunday it will be paid at the rate of time and a half. Hours worked by full-time and part-time employees at such locations before 7 a.m. or after 9 p.m. on any day will attract overtime rates in accordance with clause 8 – Overtime.]</p>		
<p>8.3 Job share</p>	<p>(c) Job share</p>	
<p>A job share employee will not receive overtime payments for any time worked within the rostered ordinary hours for the shared job.</p>	<p>A job share employee will not receive overtime payments for any time worked within the rostered ordinary hours for the shared job, except where the job-share employee’s work exceeds 12 hours on any day, or exceeds an average of 152 hours in a four-week period.</p>	

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8.4 Casual	(d) Casual	(c) Where a casual employee:
	(i) works in excess of 12 hours per day; and/or	(i) works in excess of 10 hours per shift; and/or
For work done by a casual employee in excess of an average of 38 hours in a week the rate of pay will be time and a half for the first two hours and double time thereafter.	(ii) on the basis of their pay period of 38 hours per week or 76 hours in a fortnight in a week the rate of pay will be time and a half for the first two hours and double time thereafter.	(ii) works in excess of 38 hours per week or 76 hours in a fortnight.
Overtime for such employee will be calculated on a pay period basis.	Overtime for a casual employee will be calculated on their pay period basis.	
		(d) Where an employee is deprived of part of their break between shifts as required by clause 19.3.
	19.2 Subject to review by MIERG as at 9 June 2017	19.2 An employee who works overtime shall be paid the following rates based on the minimum hourly rate for their employment classification:
		(a) Monday to Saturday - 150% for the first two hours and 200% thereafter;
		(b) Sunday - 200%;
		(c) Public Holidays - 250%;
		(d) Overtime rates under this clause will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 18 – Penalty rates and shiftwork and the casual loading in clause 6.4(e).
	19.3 Rest period after overtime	
	19.3 Subject to review by MIERG as at 9 June 2017	19.3 Rest period after overtime
		(a) An employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.
		(b) If, on the instructions of the employer, an

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		employee referred to in clause 19.3(a) does not receive 10 consecutive hours off duty, the employee is entitled:
		(i) to be paid at a rate of 200% of the minimum hourly rate applicable to their classification and pay point until being released from duty; and
		(ii) upon being released from duty, to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during their absence.
	19.4 Time off instead of payment for overtime	19.4 Time off instead of payment for overtime
		(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
		(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 19.4
		(c) An agreement must state each of the following:
		(i) the number of overtime hours to which it applies and when those hours were worked;
		(ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
		(iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
		(iv) that any payment mentioned in

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		subparagraph (iii) must be made in the next pay period following the request.
		Note: An example of the type of agreement required by this clause is set out at Schedule L. There is no requirement to use the form of agreement set out at Schedule L. An agreement under clause 19.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.
		(d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
		EXAMPLE: By making an agreement under clause 19.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.
		(e) Time off must be taken:
		(i) within the period of 6 months after the overtime is worked; and
		(ii) at a time or times within that period of 6 months agreed by the employee and employer.
		(f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 19.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
		(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the

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		overtime rate applicable to the overtime when worked.
		(h) The employer must keep a copy of any agreement under clause 19.4 as an employee record.
		(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
		(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.
		Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).
		(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 19.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

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		Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.4.
8.5 Recall	M.19.5 Recall	19.5 Recall to work overtime
8.5.1 An employee who is recalled to work overtime after leaving the employer’s premises will be paid at the rate of time and a half for the first two hours and double time thereafter for the time taken to perform the work required and for the time taken in travelling to and from the employer’s premises subject to a maximum of 15 minutes travel each way.	(a) An employee who is recalled to work overtime after leaving the employer’s premises will be paid at the rate of time and a half for the first two hours and double time thereafter for the time taken to perform the work required and for the time taken in travelling to and from the employer’s premises subject to a maximum of 15 minutes travel each way.	An employee who is recalled to work overtime after leaving the employer’s premises will be paid for a minimum of two hours’ work at the appropriate overtime rate.
8.5.2 An employee who is recalled to work overtime after leaving the employer’s premises will be paid for a minimum of two hours’ work including travelling time.	(b) An employee who is recalled to work overtime after leaving the employer’s premises will be paid for a minimum of two hours’ work including travelling time	
8.5.3 An employee who is recalled to work overtime after leaving the employer’s premises will also be entitled to payment of reasonable travelling expenses incurred.	(c) An employee who is recalled to work overtime after leaving the employer’s premises will also be entitled to payment of reasonable travelling expenses incurred.	
8.6 Reasonable hours	M.19.6 Reasonable hours	19.6 Paid rest break during overtime
8.6.1 Subject to 8.6.2 an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.	M.19.6.1 Subject to 19.6.2 an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.	An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue work after the break.
8.6.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.	M.19.6.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.	
8.6.3 For the purposes of 8.6.2 what is unreasonable or otherwise will be determined	M.19.6.3 For the purposes of 19.6.2 what is unreasonable or otherwise will be determined	

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having regard to: (a) Any risk to employee health and safety. (b) The employee’s personal circumstances including any family and carer responsibilities. (c) The needs of the workplace or enterprise. (d) The notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and (e) Any other relevant matter.	having regard to: *Any risk to employee health and safety. *The employee’s personal circumstances including any family and carer responsibilities. *The needs of the workplace or enterprise. *The notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and *Any other relevant matter.	
PART 4 - Leave Now covered by NES	M—Part 6—Leave, Public Holidays, termination of employment and Other NES Entitlements	Part 6—Leave, Public Holidays, termination of employment, and Other NES Entitlements
14. ANNUAL LEAVE	M.20 Annual leave	20. Annual leave
		20.1 Annual leave is provided for in the NES. This clause contains additional provisions...
	M.20.2 Additional leave for certain shiftworkers	20.2 Additional leave for certain shiftworkers
	NOTE: Sub-clause M.20.2 applies to medical imaging and replaces sub-clause 20.2 Additional leave for certain shiftworkers in the award, where employed in medical imaging: Entitlement to five week’s annual leave for the purpose of the NES is where all three of the following apply to a shiftworker who is *employed on shifts which are continuously rostered 24 hours a day for seven days a week, *regularly rostered to work those shifts and *regularly rostered to work on Sundays and public holidays.	(a) The NES provides that an employee who is defined as a shiftworker under this clause is entitled to an additional week’s annual leave on the same terms and conditions. (b) For the purpose of the NES a shiftworker is an employee who is regularly rostered to work Sundays and public holidays.
		23.4 Part-day public holidays...
		For provisions relating to part-day public holidays see Schedule G—2016 Part-day public holidays.
		24. Community service leave
		Community service leave is provided for in the

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		NES.
		25. Ceremonial leave
		An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal traditional ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one year, with the approval of the employer.
11. TERMINATION OF EMPLOYMENT		26. Termination of employment...
Now covered by NES		
12. REDUNDANCY		27. Redundancy
Now covered by NES		27.1 Redundancy pay is provided for in the NES.
Part 2 - Employment	M—Part 7—Consultation and Dispute Resolution	Part 7—Consultation and Dispute Resolution
9. PROCEDURE TO AVOID INDUSTRIAL DISPUTES 7.2 Consultation	M. 28 Consultation	28. Consultation
The employees and the employer will confer with a view to resolving all industrial disputes by direct negotiation and consultation. ...	The employees and the employer will confer with a view to resolving all industrial disputes by direct negotiation and consultation.	
		28.1 Consultation regarding major workplace change
		(a) Employers to notify
7.2 Consultation is to occur on the method of implementation of the ordinary working hours. However, the final choice as to the method of implementation rests with the employer. Circumstances may arise where different methods of implementation of the ordinary working hours may apply to individual employees or various groups or sections of employees in the establishment.		(i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
		(ii) Significant effects include termination of

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		<p>employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.</p>
		<p>(b) Employers to discuss change</p>
		<p>(i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 28.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.</p>
		<p>(ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 28.1(a). (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect</p>

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		employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.
		28.2 Consultation about changes to rosters or hours of work
		(a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
		(b) The employer must:
		(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
		(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
		(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
		(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
		(d) These provisions are to be read in conjunction

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		with other award provisions concerning the scheduling of work and notice requirements.
9. PROCEDURE TO AVOID INDUSTRIAL DISPUTES	M.29 Dispute resolution	29. Dispute resolution
<p>The employees and the employer will confer with a view to resolving all industrial disputes by direct negotiation and consultation. All disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:</p> <p>9.1 Any industrial dispute which arises will, where possible, be settled by discussion on the job between the employees and the employees' immediate supervisor.</p> <p>9.2 If the matter is not resolved, the matter will be further discussed between the affected employees, the employees' nominated representative (who may be a Union representative) and the supervisor or manager of the relevant section or department, and the assistance of the employer's industrial relations representative will be sought.</p> <p>9.3 If no agreement is reached, the employee's nominated representative will discuss the matter with the employer's industrial relations representative.</p> <p>9.4 In the interest of patient care work will continue normally. No party will be prejudiced as to the final settlement by the continuance of</p>	<p>All disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:</p> <p>M.29.1 Any industrial dispute which arises will, where possible, be settled by discussion on the job between the employees and the employees' immediate supervisor.</p> <p>M.29.2 If the matter is not resolved, the matter will be further discussed between the affected employees, the employees' nominated representative (who may be a Union representative) and the supervisor or manager of the relevant section or department, and the assistance of the employer's industrial relations representative will be sought.</p> <p>M.29.3 If no agreement is reached, the employee's nominated representative will discuss the matter with the employer's industrial relations representative.</p> <p>M.29.4 In the interest of patient care work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work</p>	<p>29.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.</p>

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<p>work in accordance with the procedures.</p> <p>9.5 Should the matter still not be resolved it may be referred by the parties to the Australian Industrial Relations Commission for conciliation.</p>	<p>in accordance with the procedures.</p> <p>M.29.5 Should the matter still not be resolved it may be referred by the parties to the Fair Work Commissions for conciliation.</p>	
		<p>29.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 29.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.</p>
		<p>29.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.</p>
		<p>29.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.</p>
		<p>29.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.</p>
		<p>29.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.</p>

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		Schedule A—
		Schedule B—
	<p>MIERG Part 2 - Draft Determination - Restructured 9 June 2017: B. The Health Professionals and Support Services Award 2010 is varied [4] Amend Schedule B—List of Common Health Professionals Retain in List (and include abbreviations) as follows: Medical Imaging Technologist (MIT) (including: Medical Radiographer (MR); Ultrasonographer (U); Magnetic Imaging (MI); Nuclear Medicine (NM); and Radiation Therapy (RT))</p> <p>Delete from List Nuclear Medicine Technologist (NMT) Radiation Therapy Technologist (RTT) Sonographer</p> <p>Insert NOTE: The list of modalities in Medical Imaging Technologist (MIT) in Schedule B is exhaustive.</p>	<p>MIERG Part 2 - Draft Determination - Restructured 9 June 2017: B. The Health Professionals and Support Services Award 2010 is varied is varied [4] Amend Schedule B—List of Common Health Professionals Retain in List (and include abbreviations) as follows: Medical Imaging Technologist (MIT) (including: Medical Radiographer (MR); Ultrasonographer (U); Magnetic Imaging (MI); Nuclear Medicine (NM); and Radiation Therapy (RT))</p> <p>Delete from List Nuclear Medicine Technologist (NMT) Radiation Therapy Technologist (RTT) Sonographer</p> <p>Insert NOTE: The list of modalities in Medical Imaging Technologist (MIT) in Schedule B is exhaustive.</p>
PART - 2 EMPLOYMENT		
4. DEFINITIONS		Schedule I—Definitions
<p>...</p> <p>4.5 CPD means Continuing Professional Development, which is the responsibility of the employee and includes maintaining their own CPD, and on-going career learning in consultation with their employer.</p>	<p>MIERG Part 2 - Draft Determination - Restructured 9 June 2017: B. The HPSS award is varied [5] Insert In Schedule I—Definitions medical imaging means a private medical imaging</p>	<p>B. The above award is varied MIERG Part 2 - Draft Determination - Restructured 9 June 2017: [5] Insert In Schedule I—Definitions medical imaging means a private medical imaging practice where a medical Specialist</p>

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<p>4.6 Practice means the business entity and not the work locations. [Definitions for 4.7 Medical Imaging Administration (MIA)... 4.8 Medical Imaging Liaison (MIL)... 4.9 Medical Imaging Technologist (MIT)... are not included in this comparison] 4.10 Imaging Assistant means an employee appointed to assist others in the practice in the performance of their work, and who maintains their own CPD. 4.11 Commission means the Australian Industrial Relations Commission. 4.12 Union means the Health Services Union of Australia-NSW Branch.</p>	<p>practice where a medical Specialist supervises Medical Imaging Technologist (MIT) staff operating sophisticated medical imaging technology to visualize internal body structures for diagnosis by medical Specialist Radiologist or Nuclear Medicine Physician assisted by Medical Imaging Support (MIS) staff.</p> <p>private medical imaging practice means the business entity and not the work locations.</p>	<p>supervises Medical Imaging Technologist (MIT) staff operating sophisticated medical imaging technology to visualize internal body structures for diagnosis by medical Specialist Radiologist or Nuclear Medicine Physician assisted by Medical Imaging Support (MIS) staff.</p> <p>private medical imaging practice means the business entity and not the work locations.</p>
	<p align="center">Schedule M—Medical Imaging</p>	<p align="center">Schedule M—Medical Imaging</p>
	<p>Schedule M—Medical Imaging provides medical imaging specific terms of employees covered by the award. [Note A Schedule M clause or sub-clause replaces the award clause or sub-clause with the same clause number and Title or Schedule letter and clause number in whole or in part as indicated in Schedule M] Schedule M covers: medical imaging (as defined in the award in Schedule I—Definitions) employers throughout Australia and their employees in the classifications of Medical Imaging Technologist (MIT) and Medical Imaging Support (MIS) listed in Schedule A—Classification Definitions of the award to the exclusion of any other modern award. Neither the making or the operation of Schedule</p>	

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	M is intended to result in a reduction in the take-home pay of an employee who works a five-and-a-half-day week at the date of operation of Schedule M.	
2. ARRANGEMENT This award is arranged as follows:	Table of Contents	Table of Contents
Part 1 - Application and operation of award 1. Title 2. Operative date 3. Parties Part 2 - Employment 4. Definitions 5. Probationary employment 6. Part-time, job share and casual employment 7. Hours 8. Overtime 9. Procedure to avoid industrial disputes Part 3 - Job security 10. Anti-discrimination 11. Termination of employment 12. Redundancy 13. Without prejudice Part 4 - Leave 14. Annual leave 15. Personal leave 16. Long service leave 17. Public holidays 18. Parental leave 19. Jury service Part 5 - Remuneration 20. Rates of pay 21. Payment of wages 22. Allowances—	M—Part 1—Application and Operation M.1 Title and Commencement M.1.1 [This Schedule is Schedule M...] M.1.2 [Schedule M...commenced...] M.1.5 [... take home pay...five-and-half-day week] M.1.6 [Schedule M—specific provisions] M.3 Coverage M—Part 2—Types of Employment and Classifications M.6 Types of employment M.6.1 Employment categories M.6.2 Full-time employment M.6.3 Part-time and job share employment M.6.3.1 Part-time employment M.6.3.2 Job share employment M.6.4 Casual employment M.6.5 Probationary employment M—Part 3—Hours of Work M.8 Ordinary hours of work and rostering M.8.1 Ordinary hours M.8.2 Span of hours—day workers M.8.3 Rostering M.9 Breaks M.9.1 Unpaid meal breaks M.9.2 Paid tea breaks M—Part 4—Wages and Allowances M.12 Payment of wages	Part 1— Application and Operation 1. Title and commencement 2. The National Employment Standards and this award 3. Coverage 4. Award flexibility 5. Facilitative provisions Part 2— Types of employment and Classifications 6. Types of employment 7. Classifications Part 3— Hours of Work 8. Ordinary hours of work and rostering 9. Breaks Part 4— Wages and Allowances 10. Minimum wages for Support Services employee 11. Minimum wages for Health Professional employees 12. Payment of wages 13. Supported wage system 14. National training wage 15. Allowances 16. Higher duties 17. Superannuation Part 5— Penalties and Overtime 18. Penalty rates and shiftwork

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<p>meals, motor vehicles and on call 23. Annual leave loading 24. Public holidays payment 25. Superannuation Schedule A– Respondents Appendix A– Monetary rates schedules Salaries and casual rates Appendix B– Work level statement– medical imaging</p>	<p>M.15 Allowances M.15.2 Wage related allowances (d) On call allowances M.15.3 Expense related allowances (e) Meal allowances (h) Travel, transport and fares (i) Motor vehicle allowances M.16 Higher duties M.16.4 Learning competency M—Part 5— Penalties and Overtime M.18 Penalty rates and shiftwork M.18.1 Weekend penalties—day worker M.18.2 Weekend work in private medical imaging M.18.3 Public holidays M.18.4 Shiftwork penalties M.19 Overtime rates M.19.1 Overtime circumstances (a) Full-time (b) Part-time (c) Job share (d) Casual M.19.2 Overtime M.19.3 Rest period after overtime M.19.4 Time off instead of overtime payment M.19.5 Recall M.19.6 Reasonable hours M—Part 6—Leave, Public Holidays and Other NES Entitlements M.20 Annual leave M. 20.2 Additional leave for certain shiftworkers M—Part 7—Consultation and Dispute Resolution Consultation Dispute Resolution</p>	<p>19. Overtime rates Part 6— Leave, Public Holidays, termination of employment, and Other NES Entitlements 20. Annual leave 21. Personal/carer’s leave and compassionate leave 22. Parental leave and related entitlements 23. Public holidays 24. Community service leave 25. Termination of employment 26. Redundancy Part 7— Consultation and Dispute Resolution 28. Consultation 29. Dispute resolution Schedule A —Classification Definitions Schedule B —List of Common Health Professionals Schedule C —Summary of Hourly Rates Schedule D —Summary of Monetary Allowance Schedule E —Supported Wage System Schedule F —National Training Wage Schedule G —2016 Part-day public holidays Schedule H —School-based Apprentices Schedule I —Definitions Schedule J —Agreement to Take Annual Leave in Advance Schedule K —Agreement to Cash Out Annual Leave Schedule L —Agreement for Time Off Instead of Payment for Overtime Schedule M—Medical Imaging as requested in MIERG Part 2 - Draft Determination -</p>
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	<p>M—Schedule A—Classification Definitions Medical Imaging specific definitions Medical Imaging Support (MIS) Medical Imaging Technologist (MIT)</p> <p>M—Schedule I—Definitions Medical Imaging specific definitions CPD casual full-time job share part-time medical imaging medical imaging practice</p>	<p>Restructured 9 June 2017</p>
<p>E&OE</p>	<p>E&OE</p>	<p>E&OE</p>