

From: Timothy McCarthy [mailto:newerair@gmail.com]
Sent: Tuesday, 23 May 2017 9:35 AM
To: AMOD
Subject: AM2016/31 MIERG 3 column comparison Reference [3] referred to in MIERG's Submission 22 May 2017 p2

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:

Reference [3] 3 column Comparison of employment provisions in documents in relation to MIERG's Draft Determination Requests referred to in Medical Imaging Employment Relations Group (MIERG) Further Revised Draft Determination Application Requests Submission at 22 May 2017 on p2

Tim McCarthy & Jim Pryce
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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

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**

22 May 2017*

*Revises and Replaces MIERG Submission of 12 May 2017

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References: *Herewith*

[3] Comparison of employment provisions in documents in relation to
MIERG's

Draft Determination Requests that as advised would be forwarded separately

Filed on behalf of	Medical Imaging Employment Relations Group (MIERG)
Filed by	Tim McCarthy MIERG co-Facilitator m 0435 013 733
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<p>3.1 HSU Private Medical Imaging Award</p>	<p>3.2 MIERG Schedule M-Medical Imaging</p>	<p>3.3 FWC Health Professionals &c Award ExD</p>
	<p>Subject on ongoing review</p>	
<p>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)</p>	<p>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)</p>	<p>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 not represent the concluded view of the Fair Work Commission in this matter.</i> (the award)</p>
<p>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, political opinion, national extraction or social origin. 10.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling</p>	<p>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 imaging specific employment terms and conditions of employees in a private medical imaging practice (as defined in award Schedule I—Definitions).</p>	<p>EXPOSURE DRAFT – Revised Health Professionals and Support Services Award 2015 Exposure Draft – Revised (AM2014/204) 31 October 2016</p>

<p>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>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 This award shall be known as the Health Services Union of Australia (NSW/ACT Private Medical Imaging) Award 2004. [AW839843 PR957574] 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 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 NOTE: The following Schedule M—Medical Imaging clauses replace in whole or part the corresponding award clauses, refer to the NOTE after the Schedule clause M. number under the clause Title in Schedule M.</p>	<p>Table of Contents</p>
<p>Part 1 - Application and operation of award 1. Title</p>	<p>M—Part 1—Application and Operation M.1 Title and Commencement</p>	<p>Part 1— Application and Operation 1. Title and commencement</p>

<p>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— 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—</p>	<p>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 M.15 Allowances M.15.2 Wage related allowances (d) On call allowances M.15.3 Expense related allowances (e) Meal allowance (h) Travel, transport and fares (i) Motor vehicle allowance M.16 Higher duties</p>	<p>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 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</p>
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<p>medical imaging</p>	<p>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 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</p>	<p>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 Allowanc 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</p>
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	<p>full-time job share part-time medical imaging medical imaging practice Schedule M —Medical Imaging</p>	
	<p style="text-align: center;">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 after the Schedule M clause M. number under the clause Title in Schedule M.</p>	Table of Contents
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		2. The National Employment Standards and this award
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		5. Facilitative provisions
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	M.16 Higher duties M.16.4 Learning competency	16. Higher duties
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15. PERSONAL LEAVE		21. Personal/carer’s leave and compassionate leave
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Schedule A – Respondents The employers in Schedule A - Respondents		

attached are parties to this Award.		
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		Schedule E—Supported Wage System
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		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
	M—Schedule M—Medical Imaging NOTE: Schedule M—Medical Imaging sets out medical imaging specific provisions.	Schedule M—Medical Imaging refer MIERG Draft Determination Application 22 May 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 Draft Determination Application 22 May 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 . 2.1 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 <i>Health Professionals and Support Services Award 2015</i> .
2.3 The award will take effect on and from 9 February 2005 and will remain in effect until 30 June 2007.	M.1.2 Schedule M —Medical Imaging commenced operation on 201_ .	1.2 This modern award, as varied, commenced operation on 1 January 2010.
13. WITHOUT PREJUDICE This award will not operate to cause an employee to suffer a reduction in ordinary time		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

<p>earnings or departure from standards in regard to hours of work, annual leave or long service leave.</p>		<p>award as it existed prior to that variation.</p>
<p>PART 2 - EMPLOYMENT 4. DEFINITIONS?</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>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</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 22052017: [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 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</p>

	Resolution if the issue of a reduction as specified M.1.5 is unable to be resolved at the workplace.	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.	B. The above award is varied MIERG 22052017: [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.
		2. The National Employment Standards and this award ...
3. PARTIES	M.3 Coverage	3. Coverage
	M.3.1	3.1 This industry and occupational award covers:
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 \$[Exemption rate] per annum.	NOTE: The award provisions apply 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.	(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
		(b) employers engaging a health professional employee in the classifications listed in Schedule A—Classification Definitions
		B. The above award is varied refer MIERG Draft Determination Application 22 May 2017: [3] Insert In clause 3. Coverage NOTE: The Award applies to private medical

		<p>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>
		<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</p>
		<p>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.</p>
		<p>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 appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.</p>
		<p>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</p>

		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 2009</i> (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 (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 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 s.144(4), 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 (see s.145 of the Act). 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 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:
		Clause Provision Agreement between an employer and:

		<p>9.1(b) Unpaid meal breaks An individual</p> <p>9.2(b) Paid tea breaks An individual</p> <p>12.1 Payment of wages The majority of employees</p> <p>19.4 Time off instead of payment for overtime An individual</p> <p>20.4 Annual leave in advance An individual</p> <p>20.6 Cashing out of annual leave An individual</p> <p>23.3(a) Substitution of public holidays by agreement The majority of employees</p>
	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;
	part-time,	(ii) part-time; or
	job share, 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 full-time employee entitlements on a pro rata basis	(b) A part-time employee has full-time employee entitlements on a pro rata basis.	(iii) starting and finishing times each day.
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.	Job share means part-time employees who share a full-time position.	
6.2.2 For job share employees the ordinary hours of work for the full-time position will be	(a) Job share employees' ordinary hours of work are the ordinary hours in clause M.6.2 Full-time	

in accordance with clause 7 - Hours, ...	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 on an hourly basis other than as a permanent part-time employee or full-time employee or job share employee.	(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.	(a) A casual employee is an employee engaged 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 November 2017 (iii) The following provisions of this award do not apply to casual employees: ...	FWC Request <i>Parties are asked to provide a list of provisions that do not apply to casual employees.</i>
5. PROBATIONARY EMPLOYMENT	M.6.5 Probationary employment	
5.1 Notwithstanding anything elsewhere contained in this award, an employer may	(a) Notwithstanding anything elsewhere contained in this award, an employer may employ an	

employ an employee on a probationary basis.	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's Draft Determination Application 22 May 201 7.1 All employees covered by this award must be classified according to the structure and definitions set out in Schedule A—Classification Definitions.
		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	NOTE: M.8 Ordinary hours of work and rostering	

nominal starting and finishing times for employees...	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.	
	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	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.

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.		
		(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’s Draft Determination Application 22 May 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 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		Refer to M.8.2 Span of hours—day workers in MIERG’s Draft Determination Application (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. Refer to M.18.1 in MIERG’s Draft Determination Application for payment for weekend work in private medical imaging seven day practice

after 9 p.m. on any day will attract overtime rates in accordance with clause 8 – Overtime.		(ii) Payment for weekend work under clause 8.2(d)(i) is paid in accordance with clause 18.2.
		(e) Physiotherapy practices
		In physiotherapy practices, the ordinary hours of work for a day worker will be worked between:
		(i) 6.00 am and 6.00 pm, Monday to Friday; and
		(ii) 6.00 am to 12.00 noon on Saturday.
	M.8.3 Rostering	8.3 Rostering
7.1 Hours of work will be rostered to establish nominal starting and finishing times for employees...	(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.	(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.
	(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.	(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.
		(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.
	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	(b) This provision may be varied by agreement	(b) The time of taking the meal break may be

between the employer and an individual employee.	between the employer and an individual employee.	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 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
		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 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
		(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 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.
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	(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

	*supplied with a meal or *paid a meal allowance of \$_____.	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
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	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	(i) An employee required and authorised to use their own motor vehicle in the course of their

connection with work, as set out in Table 2 of Appendix A - Monetary rates.	connection with the work the employee will be paid an allowance \$_____ per kilometre.	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.
		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.
	(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's Draft Determination Application 22 May 2017.	18.2(a) and (b) Weekend work in private medical imaging seven day practice to be replaced by M.18.1 in MIERG's Draft Determination Application 22 May 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 22 May 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 hourly rate of pay applicable to their classification and pay point.
8. OVERTIME	M.19 Overtime rates	19. Overtime rates
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... 7.3... Hours worked by full-time and part-time employees outside these times attract overtime rates in accordance with clause 8 - Overtime	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 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,	(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,	

<p>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.</p>	<p>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.</p>	
<p>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</p> <p>*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...]</p>	<p>(ii) works in excess of 12 hours per day, or</p> <p>(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</p>	<p>(ii) works in excess of 10 hours per shift; and/or</p> <p>(iii) works in excess of an average of 38 hours per week in a fortnight or four-week period.</p>
<p>*[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.]</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</p>	<p>(iv) works in excess of an average of 152 hours in a four-week period</p>	

<p>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>	
<p>8.4 Casual</p>	<p>(d) Casual</p>	<p>(c) Where a casual employee:</p>
<p>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.</p> <p>Overtime for such employee will be calculated</p>	<p>(i) works in excess of 12 hours per day; and/or</p> <p>(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.</p> <p>Overtime for a casual employee will be calculated</p>	<p>(i) works in excess of 10 hours per shift; and/or</p> <p>(ii) works in excess of 38 hours per week or 76 hours in a fortnight.</p>

on a pay period basis.	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 22 May 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 22 May 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 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 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 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.
		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	(a) An employee who is recalled to work overtime after leaving the employer's premises	An employee who is recalled to work overtime after leaving the employer's premises will be

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.	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.	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 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	M.19.6.3 For the purposes of 19.6.2 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	

(e) Any other relevant matter.	*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 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 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.
		(b) Employers to discuss change
		(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.
		(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 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 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
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	All disputes will be dealt with in the following	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

<p>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 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>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 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>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>
		<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</p>

		appropriate steps under clause 29.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
		29.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
		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.
		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.
		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.
		Schedule A—
		Schedule B—
	MIERG 22052017: B. The Health Professionals and Support Services Award 2010 is varied [4] Amend Schedule B—List of Common Health	MIERG 22052017: B. The Health Professionals and Support Services Award 2010 is varied is varied [4] Amend Schedule B—List of Common Health

	<p>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>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>4.6 Practice means the business entity and not the work locations. [Definitions for</p> <p>4.7 Medical Imaging Administration (MIA)...</p> <p>4.8 Medical Imaging Liaison (MIL)...</p> <p>4.9 Medical Imaging Technologist (MIT)...</p> <p>are not included in this comparison]</p> <p>4.10 Imaging Assistant means an employee appointed to assist others in the practice in the performance of their work, and who maintains</p>	<p>MIERG 22052017: B. The HPSS award is varied [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 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>B. The above award is varied MIERG 22052017: [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 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>their own CPD.</p> <p>4.11 Commission means the Australian Industrial Relations Commission.</p> <p>4.12 Union means the Health Services Union of Australia-NSW Branch.</p>		
	<p>Schedule M—Medical Imaging</p>	<p>Schedule M—Medical Imaging</p>
	<p>Schedule M—Medical Imaging provides medical imaging specific terms of employees covered by the award.</p> <p>[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]</p> <p>Schedule M covers:</p> <p>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.</p> <p>Neither the making or the operation of Schedule 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.</p>	
<p>2. ARRANGEMENT This award is arranged as follows:</p>	<p>Table of Contents</p>	<p>Table of Contents</p>
<p>Part 1 - Application and operation of award</p> <p>1. Title</p> <p>2. Operative date</p> <p>3. Parties</p>	<p>M—Part 1—Application and Operation</p> <p>M.1 Title and Commencement</p> <p>M.1.1 [This Schedule is Schedule M...]</p> <p>M.1.2 [Schedule M...commenced...]</p>	<p>Part 1— Application and Operation</p> <p>1. Title and commencement</p> <p>2. The National Employment Standards and this award</p>

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