

LAKE IMAGING ENTERPRISE AGREEMENT

MEDICAL IMAGING STAFF
WARRNAMBOOL REGION –
2023





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PART 1 – OPERATION OF AGREEMENT

1. TITLE OF AGREEMENT

- 1.1 This enterprise agreement shall be known as the *Lake Imaging Enterprise Agreement (Medical Imaging Staff – Warrnambool Region) 2023* (the **Agreement**).

2. PARTIES TO THE AGREEMENT

- 2.1 This Agreement is binding on:

(a) Radploy Pty Ltd T/A Lake Imaging (ABN 87098326062) (the **Employer**);

and

(b) Employees employed in the Warrnambool Region by Radploy Pty Ltd T/A Lake Imaging as classified in Schedule 1 of this Agreement (the **Employees**).

3. COMMENCEMENT DATE AND DURATION

- 3.1 This Agreement shall commence operation from the 7th day after the Agreement is approved by the Fair Work Commission (**FWC**).

- 3.2 The Agreement will reach its nominal expiry date three (3) years after the day on which it commenced operation. However, the Agreement will remain in force after its nominal expiry date until it is varied or replaced with a new enterprise agreement or terminated in accordance with the Act.

- 3.3 Discussions in relation to a new enterprise agreement are to commence three (3) months prior to the nominal expiry of the Agreement.

4. SCOPE OF THIS AGREEMENT

- 4.1 This Agreement and attached Schedules set out the terms and conditions upon which the Employees shall be employed.

- 4.2 This Agreement supersedes any previous registered or unregistered Workplace Agreement which may have applied to the Employees.

- 4.3 It is acknowledged that this Agreement is the whole Agreement between the parties and unless specifically contained in this Agreement no other terms and conditions of any agreement or Award shall apply, except for any terms required to be applied by any legislation.

- 4.4 The Employees and the Employer agree that in the event of a promotion or change of duties of the Employee to a position classified in Schedule 1 of this Agreement, the provisions of this Agreement will remain in force.



- 4.5. This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

5. DEFINITIONS

The following definitions will apply throughout this Agreement except where an alternate definition for the same term is provided in a particular clause or section of this Agreement; in that case the alternate definition will apply.

Act means the *Fair Work Act 2009* (Cth).

Agreement means the *Lake Imaging Enterprise Agreement (Medical Imaging Staff – Warrnambool Region) 2023*, including any Schedules, Annexures and terms from any industrial instrument that has been incorporated by reference.

Base rate of pay excludes incentive based payments and bonuses, loadings, casual loadings, monetary allowances, overtime or penalty rates or any other similar separately identifiable amounts.

Employee refers to any employee whose employment is subject to this Agreement. All references to an Employee also includes the plural.

FWC means Fair Work Commission or its successor.

Immediate Family includes a spouse (including a same sex spouse), a de facto partner, child, parent, grandparent, grandchild or sibling of the Employee, or a child, parent, grandparent, grandchild or sibling of a spouse/de facto partner of the Employee. (Spouse includes former spouse or former de facto spouse).

NES means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth).

Ordinary hours worked for the purposes of calculating annual leave and personal/carer's leave entitlements, refers to the sum of:

- the ordinary hours of work that the Employee was required to work, and did work (up to a maximum of 38 hours per week and excluding any reasonable additional hours (overtime)); and
- the number of hours of paid authorised leave taken by the Employee during a particular period.

Any absences which do not count as service, and periods for which the Employee is not entitled to be paid as a result of taking industrial action, are not included as part of the nominal hours worked.

Ordinary hours of work refers to the number of hours an Employee would usually work during a specific period (e.g. 38 hours per week for a full time Employee).

Registered health practitioner means a health practitioner who is registered or licensed as a health practitioner under a State or Territory law. A registered health practitioner can only



issue a medical certificate in relation to the area of practice in which the practitioner is registered or licensed by that State of Territory law. Registered health practitioner means a registered and qualified medical practitioner, chiropractor, dentist, physiotherapist or osteopath.

Shift worker – for the purposes of the NES, is an Employee who works for four (4) or more ordinary hours on ten (10) or more weekends during the year in which their annual leave accrues.

6. DUTIES AND RESPONSIBILITIES

- 6.1.** Employees covered by this Agreement shall be employed in the classifications outlined in Schedule 1.
- 6.2.** An Employee agrees to discharge the duties of their position with due diligence and with the utmost good faith to the Employer.
- 6.3.** An Employee agrees that in response to the Employer’s operational requirements it may be necessary for the Employer to vary aspects of their position from time to time. In doing so the Employee will not be asked to perform duties which are outside their skills and capabilities. The Employee will be consulted before these changes are made.
- 6.4.** All Employees are required to possess individual professional indemnity insurance.

7. NO EXTRA CLAIMS

- 7.1.** The parties agree that during the term of this Agreement, no further claims will be made or supported by the parties.
- 7.2.** Nothing in this clause 7 is intended to be inconsistent with the Act or remove the ability for this Agreement to be varied in accordance with the Act.



PART 2 – WORKING AT LAKE IMAGING

8. REPORTING RESPONSIBILITIES

- 8.1. The Employees will report to the Regional Manager, via the Site Supervisor or other such person as may be nominated from time to time by senior management of the Employer.

9. LOCATION OF EMPLOYMENT

- 9.1. The Employee shall be employed to work in the Warrnambool Region. Changes to the region of work will be by mutual agreement. Agreement will not be unreasonably refused.

10. CONSULTATION REGARDING CHANGE

- 10.1. This clause 10 applies if the Employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 10.2. Major change

For a major change referred to in subclause 10.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses 10.3 to 10.9 apply.

- 10.3. The relevant Employees may appoint a representative for the purposes of the procedures in this clause 10.

- 10.4. If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;



the Employer must recognise the representative.

- 10.5.** As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees and their representatives (if any):
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion – provide, in writing, to the relevant Employees and their representatives (if any) all relevant information about the change, including:
 - (i) the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 10.6.** However, the Employer is not required to disclose confidential information if its disclosure would be contrary to the Employer's interests.
- 10.7.** The Employer must give 14 days to the Employees and their representative to consider the decision (unless this is not practicable, having regard to the nature of the change proposed) and must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.8.** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 10.2(a), 10.3 and 10.5 are taken not to apply.
- 10.9.** In this clause 10, **significant effect on Employees** includes:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.



Change to regular roster or ordinary hours of work

10.10. For a change referred to in subclause 10.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) subclauses 10.11 to 10.15 apply.

10.11. The relevant Employees may appoint a representative for the purposes of the procedures in this clause 10.

10.12. If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

10.13. As soon as practicable after proposing to introduce the change, the Employer must:

- (a) consult with the relevant Employees and their representatives (if any) and;
- (b) for the purposes of the consultation – provide to the relevant Employees and their representatives (if any);
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees and their representatives (if any) to give their views about the impact of the change on them (including any impact in relation to their family or caring responsibilities).

10.14. However, the Employer is not required to disclose confidential information if its disclosure would be contrary to the Employer's interests.

10.15. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

10.16. In this clause 10 **relevant Employees** means the Employees who may be affected by a change referred to in subclause 10.1.

11. FLEXIBLE WORKING ARRANGEMENTS

11.1. Flexible working arrangements shall be in accordance with the NES.



- 11.2.** Before responding to a request from an Employee for flexible working arrangements, the Employer will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
- (a) the needs of the Employee arising from their circumstances;
 - (b) the consequences for the Employee if changes in working arrangements are not made; and
 - (c) any reasonable business grounds for refusing the request.
- 11.3.** If the Employer refuses the request and has not reached an agreement with the Employee under subclause 11.2, then the written response must:
- (a) include details of the reasons for the refusal, including the business ground(s) for the refusal and how the ground(s) apply;
 - (b) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances;
 - (c) if the Employer can offer the Employee such working arrangements, set out those changes in working arrangements; and
 - (d) set out the effect of sections 65B and 65C of the Act.
- 11.4.** If the Employer and the Employee reached an agreement under subclause 11.2 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.
- 11.5.** Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by this clause 11 can be dealt with under clause 13.

12. FLEXIBILITY PROVISION

In addition to any other provision which provides for flexibility provided for by this Agreement, the Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement in order to meet the genuine needs of the Employee and Employer if:

- 12.1.** (a) the arrangement deals with one (1) or more of the following matters:
- (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in subclause 12.1(a); and



- (c) the arrangement is genuinely agreed to by the Employer and Employee without coercion or duress; and
- (d) the arrangement is made after the Employee has commenced employment with the Employer.

12.2. If the Employer wishes to initiate discussions about the making of an arrangement, it must:

- (a) give the Employee a written proposal;
- (b) provide a written statement to the Employee indicating that the Employee may refuse the arrangement the Employer has proposed; and
- (c) if the Employer is aware that the Employee has, or reasonably should be aware, that the Employee may have limited understanding of written English, take reasonable steps to ensure that the Employee understands the proposal.

For the avoidance of doubt, an Employee can refuse to agree to an individual flexibility arrangement proposed by the Employer.

12.3. The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

12.4. The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the term or terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the term, or each of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

12.5. The Employer must keep the individual flexibility arrangement as a time and wages record and give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to

12.6. The Employer or Employee may terminate the individual flexibility arrangement:



- (a) by giving no more than twenty-eight (28) days' written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing — at any time.

13. DISPUTE RESOLUTION PROCEDURE

- 13.1.** Disputes/grievances arising out of the implementation and/or operation of this Agreement and/or its provisions, and/or the operation of the NES shall be discussed between the Employee/s concerned and/or their representatives and representatives of management within the business unit of the Employer. If the matter remains unresolved, it will be referred for discussions between more senior Employer officers and nominated Employee representatives.
- 13.2.** If the matter still remains unresolved, it will be referred to the FWC for conciliation by a party or parties to the dispute/grievance.
- 13.3.** If the matter is not resolved by conciliation, it will be referred to the FWC for arbitration by a party or parties to the dispute/grievance.
- 13.4.** While the above procedure is being followed, work shall continue normally unless an Employee or the Employer has a reasonable concern about an imminent risk to the Employee's health or safety. Where it is not possible for this to occur an Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.
- 13.5.** The parties shall at all times confer in good faith and without delay.
- 13.6.** A party to the dispute may appoint a representative for the purposes of the procedures in this clause 13.

14. INTERRUPTION OF WORK

- 14.1.** The Employer may stand down (without payment) the Employee during any time the Employee cannot usefully be employed because of industrial action by any union or through any breakdown of machinery or equipment or any stoppage of work for any cause for which the Employer cannot be held responsible. The Employer will consult with the Employees and the Employee representatives before implementing this subclause 14.1.
- 14.2.** Subject to agreement, the Employee may opt to take paid annual leave during this time, providing they have sufficient leave entitlements owing.
- 14.3.** In the event of work being temporarily stopped by a breakdown of machinery, or by any cause for which the Employer cannot be held responsible, and the Employee having lost at least two (2) days' pay, the Employee may inform the Employer of their intention to terminate employment. In these circumstances, the employment shall be terminated without the Employee being required to give the appropriate notice required in subclause 37.1 of this Agreement and they shall be paid such monies as are due to them under this Agreement.



15. PROBATIONARY PERIOD

- 15.1.** All new Employees will be on probation for the first 6 months of engagement. The purpose of the probationary period is to determine the Employee's suitability for ongoing employment. During this period, the Employee's work performance will be assessed.
- 15.2.** During the probationary period, employment may be terminated by either the Employee or the Employer providing one (1) week's written notice to the other party. The Employer may make payment in lieu of notice.

16. QUALIFICATIONS AND LICENCES

- 16.1.** Employees are responsible for obtaining and maintaining any qualifications and licenses which are necessary to perform their duties.
- 16.2.** Employees must inform the Employer immediately if any of the following things occur:
 - (a) a necessary qualification or licence is suspended, cancelled, or has conditions imposed on it; or
 - (b) they are disqualified from obtaining or holding a necessary qualification or licence.
- 16.3.** Evidence of renewal is to be provided to the Employer before the expiry of prior license/membership/registration/qualification.
- 16.4.** Employees must not perform any duties if they do not hold the qualifications or licenses which are necessary to undertake those duties lawfully. Failure to comply with this requirement may result in disciplinary action, including termination of employment.
- 16.5.** The Employer may dismiss an Employee if they lose or cannot obtain any qualification or license which is an inherent requirement of their position.
- 16.6.** In circumstances where a qualification or license has lapsed due to circumstances beyond the Employee's control e.g. error of the relevant body to process such license then the Employer may, at its discretion, allow an employee up to two (2) weeks annual leave (provided the employee has such leave accrued) or up to two (2) weeks unpaid leave to obtain the relevant qualification/license.

17. TYPES OF EMPLOYMENT

Employees will be employed in one (1) of the categories described below:

17.1. Full Time Employee

A full time Employee is an Employee who works 38 ordinary hours per week on average.

17.2. Part Time Employee

A part time Employee is an Employee who:

- (a) agrees with the Employer to work a pre-determined and regular cycle of work which comprises a shorter period of work than the period of time worked by full



time Employees, with such agreement to be in writing specifying the regular rostered days when the Employee will work, how many hours the Employee will work each day, and what the Employee's starting and finishing times will be;

- (b) receives on a pro rata basis equivalent pay and conditions to those of full time Employees performing the same type of work; and
- (c) by agreement with the Employer may, from time to time, vary the hours and cycle of work.

17.3. Casual Employee

- (a) A casual Employee will be engaged to work on an hourly basis at any time and on any day of the week.
- (b) A casual Employee will be engaged for a minimum of three (3) hours and a maximum of ten (10) hours of work for each shift, up to and including 38 ordinary hours per week.
- (c) A casual Employee shall be paid for ordinary hours worked, an hourly rate appropriate to the Employee's classification. In addition, a loading of 25% of that rate will be paid. This loading is in lieu of annual leave, personal leave and payment when not required to work on a public holiday.
- (d) A casual Employee who works overtime hours shall be paid the applicable overtime rate as prescribed in clauses 19, 22 and 23.

17.4. Fixed Term Employee and limited tenure employment

(a) Fixed term

- (i) Where operationally required, an Employee may be engaged for a specified period of time, but not exceeding twenty-four (24) months, as a fixed term Employee and paid at the rate that applies to the classification of work they perform in accordance with this Agreement. Fixed term employment shall include a probationary period.
- (ii) Subject to the Act, if the period of engagement exceeds that provided for in this subclause 17.4 or the Employee engaged pursuant to this subclause 17.4 is re-engaged within five (5) weeks (in addition to the total period of accrued annual leave paid on termination), the Employee shall be deemed to have been originally employed as an ongoing Employee.
- (iii) On the termination of fixed term employment, the Employee will receive one (1) weeks' notice for service of less than six (6) months and two (2) weeks' notice for service over six (6) months. This will only apply for fixed term Employees who do not complete their agreed work agreement in line with the fixed term employment conditions.

(b) Limited tenure

- (i) Limited tenure employment applies to a graduate of the National Professional Development Program (NPDP) who may be employed for a period of twelve (12) months by agreement in writing and to whom all other conditions of this Agreement apply.



- (ii) A new graduate is defined as a person who has successfully completed their academic studies in the twelve months prior to commencing limited tenure employment.
- (iii) At the end of the twelve months, the employment will be terminated unless the Employee successfully applies for a new position with the Employer in which case they will no longer be employed on limited tenure.

17.5. Casual conversion

Offers and requests for casual conversion will be in accordance with the NES.



PART 3 – HOURS OF WORK

18. HOURS OF WORK & ROSTER ARRANGEMENTS

- 18.1. The ordinary hours of work for a full time Employee may be worked over any day of the week, Monday to Sunday.
- 18.2. The ordinary hours of work for a full time Employee shall be an average of thirty-eight (38) hours per week.
- 18.3. By mutual agreement, part time Employees may flexibly vary their working hours up to 38 hours per week from time to time, to provide sick, holiday relief and emergency roster coverage.
- 18.4. A part time Employee who by mutual agreement with the Employer works an extra shift/s that are not a continuation of a normal shift (ie working a shift on a day they do not normally work) will be paid at their ordinary, single time base rate of pay, subject to payment of applicable weekend penalty rates in clause 23 and the shift work allowances in subclause 18.15. However, a part time Employee will be entitled to overtime where they work more than eight (8) hours on any day (unless longer hours are agreed as per an individual flexibility arrangement) or more than thirty-eight (38) hours per week. For the avoidance of doubt, a part time Employee will not be required to work in excess of their agreed hours of work under subclause 17.2 without their written agreement.
- 18.5. An Employee and the Employer may from time to time, agree to vary the hours and cycle of work.
- 18.6. An Employee may (if requested), be required to personally record times of commencing and ceasing work by completion of a time sheet or by any other method provided by the Employer.
- 18.7. Not more than ten (10) ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.
- 18.8. Day work or day shift is work (other than overtime work) between the hours of 7.00 am and 6.00 pm.
- 18.9. The ordinary hours for shift work may be arranged on any five (5), six (6) or seven (7) days of the week Monday to Sunday.
- 18.10. The Employer will develop a roster in accordance with the requirements of the workplace and determine the start and finish times for the Employees within the span of hours prescribed in this Agreement, subject to subclause 17.2 for a part time Employee. The Employees must observe the start and finish times, including designated breaks.
- 18.11. The Employer will make every effort to roster the Employee in a manner that is fair and equitable and which takes into account the preferences of individual Employees. For example, where an Employee has family or study commitments, the Employer will attempt to accommodate these commitments. However, rosters must be arranged so that the workplace can operate effectively, and this means that it may not always be able to accommodate the Employee's preferences.
- 18.12. The Employer will provide the Employee with a roster at least fourteen (14) days prior to the commencement of the roster.



18.13. Seven (7) days' notice will be given to a change in roster. However unforeseen circumstances may result in an Employee's rostered hours of work being altered. In such circumstances, the Employer will give reasonable notice to the affected Employee of the required change to the roster.

18.14. The Employer recognises the importance of ensuring that any changes to a roster are effectively communicated to the Employees. Consequently, work rosters will be posted in a readily accessible place.

18.15. Shift Work

- (a) In addition to any other rates prescribed elsewhere in this Agreement an Employee whose rostered hours of ordinary duty finish between 6.00 pm and 7.00 am or commence between 6.00 pm and 7.00 am shall be paid an amount equal to 2.64% of the full time weekly rate of pay applicable to level one (1) in Schedule 2 per rostered period of duty.
- (b) Provided that in the case of an Employee working any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 7.00 am they shall be paid for any such period of duty an amount equal to 5.28% of the full time weekly rate of pay applicable to level one (1) in Schedule 2.
- (c) For the avoidance of any doubt, an Employee who is eligible to receive a shift allowance in respect of a particular shift is to be paid the higher of any applicable allowance under subclauses 18.15(a) and 18.15(b) but not both.

18.16. Change of Shift

In the case of an Employee who changes from working on one shift to working on another shift, the time of commencement of which differs by four (4) hours or more from that of the first, they shall be paid an amount equal to 4% of the full-time weekly rate of pay applicable to Level 1 in Schedule 2 on the occasion of each such change.

18.17. Change of Location

Where an Employee's location of work for a particular day is changed, between Lake Imaging St John of God Hospital Warrnambool and Lake Imaging Port Fairy – Moyne Health Services, with less than 24 hours' notice, the Employee will be paid a location change allowance of an amount equal to 4% of the full time weekly rate of pay applicable to first year experience after qualification for that employee on the occasion of each such change.

19. OVERTIME

19.1. The Employer may require an Employee to work reasonable overtime and the Employee shall work overtime in accordance with such requirements. An Employee may refuse to work overtime where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) the hours worked per week;
- (b) any risk to Employee health and safety from working the additional hours;
- (c) the Employee's personal circumstances including any family responsibilities;
- (d) the needs of the workplace or enterprise;



- (e) the usual patterns of work in the industry;
- (f) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it;
- (g) the nature of the Employee's role; and
- (h) any other reasonable matter, including those specified in the Act.

19.2. Overtime is authorised where:

- (a) the Employee is required by the Employer to perform overtime;
- (b) it is approved, usually in advance, either orally or in writing by the Employer;
- (c) the Employer requires the Employee to complete work that cannot reasonably be completed in ordinary time; or
- (d) the Employee has performed the overtime due to a demonstrable clinical need that could not have been met by some other means and authorisation could not reasonably have been obtained in advance.

20. REST BREAKS

20.1. Meal Break

20.1.1. An unpaid meal interval of not less than thirty (30) minutes and not more than one (1) hour shall be allowed during each rostered period of duty greater than five (5) hours.

20.1.2. The time of taking the meal break may be varied by agreement between the Employer and Employee.

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

20.1.4. A meal interval of not more than thirty (30) minutes per shift shall be allowed whenever possible for Employees rostered for shifts finishing between 6.00 pm and 7.00 am or commencing between 6.00 pm and 7.00 am and shall be counted as time worked whether or not the meal interval is taken.

20.2. Tea Break

At a time suitable to the Employer two (2) rest periods of ten minutes shall be given to each Employee during each seven (7) hour period of duty and shall be counted as time worked.

20.3. Rest Period

20.3.1. When overtime work, including recall work, is necessary, Employees (other than a casual Employee) will be entitled to at least ten (10) consecutive hours off duty between that work and the next period of ordinary duty.



- 20.3.2.** An Employee (other than a casual Employee) who works so much overtime or recall work that they would not have had at least ten (10) consecutive hours off-duty between overtime or recall work and their next succeeding rostered period of duty, shall be released after completion of such overtime or recall work until they have had ten (10) consecutive hours off duty, without loss of pay for rostered hours occurring during such absence.
- 20.3.3.** If on the instructions of their Employer, or their supervisor, an Employee resumes or continues work without having had ten (10) consecutive hours off duty, the Employee shall be paid at the rate of double time until they have been released from duty for such rest period and they shall then be entitled to ten (10) consecutive hours off duty without loss of pay for rostered hours occurring during such absence.



PART 4 – REMUNERATION

21. REMUNERATION

- 21.1.** The Employer shall pay the Employee a base wage as set out in Schedule 2.
- 21.2.** Wages will be paid fortnightly by electronic funds transfer into a bank (or other recognised financial institution) account nominated by the Employee. It is the Employee's obligation to provide the correct bank details to the Employer and advise the Employer promptly if there are any changes to those details.
- 21.3.** The rates of pay prescribed and increased by the Agreement are set out in Schedule 2. The rates of pay for each classification in Schedule 2 reflect pay increases during the life of this Agreement as follows:

Medical Imaging Technologists and Nuclear Medicine Technologists

- (a) The relevant rate outlined in Schedule 2, from the first full pay period on or after 1 July 2023 or an increase of 4% applied to their actual rate of pay, whichever is the greater (only Employees employed at the date the Agreement is approved will be eligible for back pay);
- (b) A 4% increase from the first full pay period on or after 1 July 2024;
- (c) A 3% increase from the first full pay period on or after 1 July 2025; and
- (d) A 3% increase from the first full pay period on or after 1 July 2026.

Sonographers

- (a) The relevant rate outlined in Schedule 2, from the first full pay period on or after 1 July 2023 or an increase of 4% applied to their actual rate of pay, whichever is the greater (only Employees employed at the date the Agreement is approved will be eligible for back pay);
- (b) A 4% increase from the first full pay period on or after 1 July 2024;
- (c) A 3% increase from the first full pay period on or after 1 July 2025; and
- (d) A 3% increase from the first full pay period on or after 1 July 2026.
- 21.4.** An Employee employed prior to the date this Agreement commences operation who receives a rate of pay higher than is provided in Schedule 2 for their classification shall receive the percentage wage increase prescribed in sub clause 21.3 but applied to their actual rate of pay.
- 21.5.** Where a public holiday falls between the end of the pay period and the normal pay day, payment may be moved either forward or back (by up to two (2) days), at the Employer's discretion.
- 21.6.** In the event of an overpayment to you, you agree and authorise that the Employer may, subject to first consulting with you, advise as to the amount of the overpayment and seeking agreement as to an off-setting schedule, offset any overpayment against any future remuneration owed to you by the Employer.



- 21.7.** The Employer must pay an Employee no later than seven (7) days after the day on which the Employee's employment terminates:
- (a) the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - (b) all other amounts that are due to the Employee under this Agreement and the Act.
- 21.8.** The requirement to pay wages and other amounts under subclause 21.7 are subject to the Employer making deductions authorised by this Agreement or the Act.

22. OVERTIME - WEEKDAYS

- 22.1** Overtime authorised by the Employer and worked by Employees including casuals shall be paid as follows:
- First two (2) hours at time and one half, then double time (base rate of pay) for the remaining hours worked on any given day Monday to Friday.

22.2 Time off instead of payment for overtime

- (a) By agreement with the Employer, in lieu of receiving payment for overtime, the Employee may take time off for the period worked in excess of ordinary rostered hours of duty.
- (b) Overtime taken as time off during ordinary hours will be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) If on termination of an Employee's employment, time off for overtime worked by an Employee has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime worked.

23. SATURDAY AND SUNDAY WORK

23.1. Ordinary Hours

- (a) For all ordinary hours worked between midnight Friday and midnight Sunday (Saturday or Sunday), Employees other than casuals will be paid their ordinary hourly rate and an additional 50% loading.
- (b) A casual Employee who works ordinary hours on a Saturday or Sunday will be paid a loading of 75% for all time worked instead of the casual loading of 25%.

23.2. Overtime

For overtime worked on a Saturday or Sunday, Employees including casuals will be paid double time (base rate of pay) for all hours worked.

24. ON/CALL RECALL AND ASSOCIATED ALLOWANCES/BREAKS

24.1. Recall



In the event of an Employee being recalled to duty for any period during an off-duty period such Employee shall be paid from the time of receiving the recall until the time of returning to the place from which they were recalled with a minimum of three (3) hours payment for each recall, at the following rates:

- (a) within a spread of twelve (12) hours from the commencement of the last previous period of ordinary duty – time and one half; and
- (b) outside a spread of twelve (12) hours from the commencement of the last period of ordinary duty – double time.

24.2. Multiple Recall

In the event of an Employee being recalled to duty during an off-duty period (including recall on a public holiday), such Employee shall be paid a minimum of three (3) hours pay as per subclause 24.1 above (except telephone recall – see subclause 24.3). If the Employee leaves the workplace and is recalled within three (3) hours from the commencement of their last period of recall, this is a separate recall and will be paid accordingly.

24.3 Telephone Recall

24.3.2. Where re-call to duty can be managed without the Employee returning to their workplace (e.g. by telephone) such Employee shall not be entitled to overtime/recall payment.

24.3.3. In relation to the ten (10) hour minimum break between shifts, telephone recall will not require a ten (10) hour break between work.

25. ALLOWANCES

25.1. Except where otherwise provided for in this Agreement, apart from the allowances identified, no other allowances are payable.

- (a) Higher Duties Allowance

An Employee who is authorised by the Employer or required to assume the duties of another Employee on a higher classification under this Agreement or perform the duties of a line manager in a supervisory role who is absent for a period of five (5) or more consecutive working days shall be paid a Higher Duties Allowance of \$1.50 per hour for the period for which they assumed such duties. This allowance shall be applied to all hours of work completed during the period of higher duties, regardless of whether or not the Employee performed the higher duties for the entirety of the period of absence of the absent employee.

- (b) Higher Qualification Allowance

Where the Employer specifically requires an Employee to hold and maintain an additional post graduate qualification (Relevant Australian Society of Medical Imaging and Radiation Therapy (ASMIRT) Accreditation/Certification, Post Graduate Diploma or Masters' Degree, Fellowship or Doctorate) which has direct and significant



relevance to the duties they perform, the Employee shall receive the relevant allowance in Schedule 3 for each hour worked.

(c) On Call Allowance

An Employee required to be on call or who returns to duty when off duty shall be paid, in addition to any other amount payable, the appropriate on call allowance in Schedule 3 each twelve (12) hour period or part thereof during which an Employee is on call after finishing ordinary duty on a weeknight or the allowance each twelve (12) hour period or part thereof during which an Employee is on call after finishing ordinary duty on weekends and public holidays.

(d) Uniform and Laundry Allowance

(i) Employees required by the Employer to wear uniforms shall wear and maintain uniforms as per the Employer's uniform policy as amended from time to time. For the avoidance of any doubt, the uniform policy is not incorporated by reference into this Agreement.

(ii) From the first full pay period after the date the Agreement commences operation permanent Employees (on completion of the Employee's probationary period, or earlier as deemed by the Employer), will be entitled to order up to \$350 (pro rata for part time Employees) worth of uniforms annually from the Employer's uniform selection. Should the Employee's order exceed the Employee's allocation they will be individually responsible for the difference. If the Employee does not spend their allocation amount within the twelve (12) month period the remaining amount will not accumulate the next year.

(iii) A daily laundry allowance of \$0.32 per day worked shall also be paid to an Employee.

(e) Meal Allowance

An Employee shall be paid the meal allowance in Schedule 3 when authorised overtime in excess of two (2) hours is worked after the usual time of ceasing work for the day.

(f) Recall to Duty Travel Allowance

Should an Employee be required to use their vehicle for transport from home to place of work and return outside of normal hours, the Employee is to receive an allowance paid in accordance with the applicable rate within the Health Professionals and Support Services Award 2020 (currently \$0.96 per kilometre, which may be amended from time to time).

25.2. Travel between sites

If an Employee is required to move from one rostered site of work to another outside of the scope of normal rostering, travel will be paid in accordance with the applicable



rate within the Health Professionals and Support Services Award 2020 (currently \$0.96 per kilometre, which may be amended from time to time).

26. PROFESSIONAL DEVELOPMENT

26.1. The Employer supports professional development and will give favourable consideration to requests by an Employee to undertake training in relevant programs or attend relevant conferences and where agreed will make a financial contribution to the program.

26.2. Study:

- (a) Where the Employer agrees to sponsor a course of study, the Employee shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications in courses that are considered relevant and approved by the Employer.
- (b) The amount of leave to be granted shall be such as to allow the Employee to proceed to the place of examination and in addition allow one (1) clear working day prior to the examination, for study purposes.
- (c) Any leave granted under the provisions of this clause 26 shall be exempt from and in addition to the provisions of the "Annual leave" clause of this Agreement.
- (d) Examination leave shall be capped at a total of four (4) days per year (pro rata for part time Employees).
- (e) The Employer shall not unreasonably withhold approval for such leave. Application should be made to the relevant supervisor, where possible, at least four (4) weeks before the requested dates.

27. TRAINING AND OTHER LIKE COSTS

27.1 It is important to Employees that they receive appropriate training from time to time to ensure that they maintain and expand their professional knowledge and skills ("**Professional Training**"). To this end, Employees may be offered appropriate Professional Training opportunities by the Employer from time to time as reasonably determined by the Employer.

27.2 In addition, the Employer may, at its discretion, pay a recruitment fee or relocation costs on behalf of an Employee as part of the Employee's recruitment to the Employer ("**Recruitment Costs**"). The Employer meeting these Recruitment Costs directly assists the Employee to commence employment with the Employer and/or to relocate to take up a new employment opportunity with the Employer.

27.3 Nothing in this Agreement prevents the Employer and an Employee from entering into a Deed prior to an Employee receiving Professional Training or the Employer paying reimbursement costs in relation to the Employee, which:



- (a) provides for reimbursement by the Employee to the Employer if the Employee resigns within a stipulated period of time of direct Professional Training or Recruitment Costs (as the case may be) being expended by the Employer on behalf of the Employee;
- (b) provides that reimbursement must take place within the stipulated period of time; and
- (c) quantifies the cost of the Professional Training or the Recruitment Costs which is limited to direct costs expended by the Employer on behalf of the Employee.

27.4 The stipulated period of time in the Deed must be reasonable in all the circumstances.

28. SUPERANNUATION

The Employer shall make superannuation contributions in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* to a fund that offers a MySuper product.



PART 5 – LEAVE ENTITLEMENTS

29. PUBLIC HOLIDAYS

- 29.1.** Full time Employees shall be entitled, without loss of pay, to any day or part day prescribed by Victorian or Commonwealth law as a public holiday. Part time Employees shall be entitled to paid Public Holidays when a gazetted day occurs on a day when they are normally required to work.
- 29.2.** Subject to any act or regulation of the Victorian or Federal Parliament, the Employer, with the agreement of an Employee, may substitute another day for any public holidays prescribed in this clause 29.
- 29.3.** Subject to subclause 29.4, an Employee will be required to make themselves available to work where ordinary shifts are rostered on Public Holidays. In such situations the Employee will be paid a total rate of double time and a half (base rate of pay) for the time worked.
- 29.4.** An Employee may refuse to work on a public holiday if the request by the Employer to work on a public holiday is unreasonable or it is reasonable to refuse the request by the Employer to work on a public holiday.

30. PERSONAL/CARER'S LEAVE & COMPASSIONATE LEAVE

- 30.1.** This clause 30 applies to Employees, other than casual Employees, unless a subclause provides that it applies to casual Employees.
- 30.2. Entitlement to paid personal/carer's leave**
- (a) Subject to subclause 30.2(b), for each year of service with the Employer, an Employee shall accrue personal/carer's leave as follows (pro-rata for part time employees):
- (i) 12 days per annum for the first and second year of service;
 - (ii) 14 days per annum for the third and fourth year of service; and
 - (iii) 17 days per annum for the fifth and subsequent years of service.
- (b) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 30.3. Taking paid personal/carer's leave**
- (a) An Employee may take paid personal/carer's leave if the leave is taken:
- (i) because the Employee is unfit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (ii) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:



- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

30.4. Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

30.5. Payment for paid personal/carer's leave

If an Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

30.6. Notice and Evidence Requirements

- (a) An Employee must give the Employer notice of the taking of personal/carer's leave.
- (b) The notice must be given to the Employer as soon as is reasonably practicable and must advise the Employer of the period, or expected period, of the leave and the reason for the absence.

30.7. Personal leave

- (a) An Employee who accesses personal leave for one (1) day only because of illness or injury may be absent without furnishing evidence of such illness/injury on not more than three (3) occasions in any one (1) year, provided that the Employee notifies the Employer of the absence and proves to the satisfaction of the Employer their inability to attend for duty.
- (b) Save for the exception at subclause 30.7(a), an Employee who is absent from work on account of personal illness or injury and unfit for duty is required to provide certification by a registered health practitioner within 48 hours of the commencement of the period of personal leave. If it is not reasonably practicable to provide a medical certificate, the Employee may provide a statutory declaration. Provided further that the use of a statutory declaration is limited to not more than three (3) occasions in any one (1) year in respect to absences not exceeding three consecutive working days duration. If it is not practicable to provide the certification or statutory declaration within 48 hours, the Employee must provide the certification or statutory declaration as soon as practicable after that.
- (c) Notwithstanding subclause 30.7(a), where an Employee wishes to access personal leave on a day preceding or following a public holiday or a period of annual leave, they are required to provide certification of their illness/injury by a registered health practitioner, within 48 hours of the commencement of the period of personal leave, or if that is not practicable provide such certification as soon as practicable.



30.8. Carer's leave:

An Employee who wants to access carer's leave, shall establish by production of a medical certificate or statutory declaration the illness, injury or emergency of the person concerned.

30.9. Entitlement to unpaid carer's leave

An Employee, including a casual Employee, is entitled to two (2) days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the Employee's Immediate Family, or a member of the Employee's household requires care or support because of:

- a) a personal illness, or personal injury, affecting the member; or
- b) an unexpected emergency affecting the member.

30.10. Taking unpaid carer's leave

- (a) Subject to subclause 30.10(c), an Employee, including a casual Employee, may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as outlined in subclause 30.9.
- (b) An Employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to two (2) days; or
 - (ii) any separate periods to which the Employee and their Employer agree.
- (c) An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.
- (d) An Employee who wants to access unpaid carer's leave, shall establish by production of a statutory declaration the illness, injury or emergency of the person concerned.

30.11. Entitlement to compassionate leave

- (a) An Employee is entitled to three (3) days of compassionate leave for each occasion (a permissible occasion) when:
 - (i) a member of the Employee's Immediate Family, or a member of the Employee's household:
 - A. contracts or develops a personal illness that poses a serious threat to their life;
 - B. sustains a personal injury that poses a serious threat to their life; or
 - C. dies; or
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or



- (iii) the Employee, or the Employee's current spouse or de facto partner, has a miscarriage. This sub-clause does not apply if the miscarriage results in a stillborn child.
- (b) An Employee shall furnish proof that would satisfy a reasonable person that the compassionate leave is taken for the specified reason.

30.12. Taking compassionate leave

- (a) An Employee, including a casual employee, may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) for the purpose of spending time with the member of the Employee's Immediate Family or household who has contracted or developed the personal illness, or sustained the personal injury referred to in subclause 30.11(a)(i) (A) or (B); or
 - (ii) after the death of the member of the Employee's Immediate Family or household, or stillbirth of the child; or
 - (iii) after the Employee, or the Employee's current spouse or de facto partner, has a miscarriage (subject to the eligibility requirements in clause 30.11(a)(iii)).
- (b) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous period of three (3) days;
 - (ii) three (3) separate periods of one (1) day each; or
 - (iii) any separate periods to which the Employee and the Employer agree.
- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

30.13. Payment for compassionate leave (other than for casual Employees)

If an Employee other than a casual Employee takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

30.14. Compassionate leave for casual Employees

For casual Employees, compassionate leave is unpaid leave.

31. FAMILY AND DOMESTIC VIOLENCE LEAVE

31.1. Guiding Principles

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The Employer



is committed to providing support to Employees who are experiencing family and domestic violence by facilitating access to leave.

31.2. Definition of family and domestic violence

For the purpose of this clause 31, family and domestic violence is conduct that is violent, threatening, coercive, controlling or intended to cause the family or household member to be fearful. It can include but is not limited to:

- (a) physical, verbal, emotional, sexual or psychological abuse;
- (b) financial abuse such as unreasonably denying the family member the financial autonomy that they would otherwise have had;
- (c) stalking;
- (d) harm to an animal or property;
- (e) restricting spiritual or cultural participation;
- (f) preventing the family member from making or keeping connections with their family, friends or culture;
- (g) unlawfully depriving the family member, or any member of the family member's family of their liberty; or
- (h) exposing children to the effects of the above behaviours.

31.3. Leave for Employees experiencing family and domestic violence

- (a) Employees, including casual Employees, are entitled to ten (10) days of paid family and domestic violence leave in each 12 month period in accordance with the NES.
- (b) An Employee who is personally experiencing family and domestic violence is entitled to use family and domestic violence leave to deal with the effects of family and domestic violence such as:
 - (i) attending legal proceedings, counselling or appointments with a medical or legal practitioners;
 - (ii) relocation or making other safety arrangements; and
 - (iii) any other activities associated with the experience of family and domestic violence.
- (c) An Employee (excluding a casual Employee) who is personally experiencing family and domestic violence is entitled to utilise their accrued personal/carer's leave to deal with the effects of family and domestic violence.

31.4. Notice and evidence requirements

- (a) The Employee shall give their manager or a representative from People and Culture (P&C) notice as soon as reasonably practicable of their request to take family and domestic violence leave in accordance with this clause 31.
- (b) If required by the Employer, the Employee may be asked to provide evidence that would establish that the leave is for the purpose set out in subclause 31.3. Examples of such evidence may include a certified copy of documentation issued by State or Federal Police, a Court, a Medical Practitioner, a registered Domestic and Family Violence Support Service or Lawyer, or a Statutory



Declaration. The Employer retains the right to request additional supporting evidence where required.

31.5. Arrangements for casual Employees

- (a) Casual Employees experiencing family and domestic violence shall inform their manager or a representative of P&C as soon as reasonably practicable of their need to alter any of their shifts or rosters in order to deal with the effects of family and domestic violence. On receipt of such notification, the Employer will seek to meet any reasonable request of the Employee.
- (b) The same evidentiary requirements set out in subclause 31.4(b) will apply.

31.6. Confidentiality

The Employer will ensure that any personal information provided by an Employee concerning an Employee's experience of family and domestic violence is kept confidential. Information will be marked confidential on the Employee's personnel file and it will only be accessible by the P&C team and the Employee's Manager if they have been involved in the process.

31.7. Other services and support

- (a) The Employer will genuinely consider and respond to any reasonable request from Employees for changes to their span or pattern of working hours or changes to duties to assist an Employee experiencing family and domestic violence in accordance with clause 11. The Employer will also genuinely consider and respond to any reasonable request for changes to an Employee's work telephone number or email address as a way of minimising contact associated with family and domestic violence.
- (b) Other arrangements can be made between the Employee and their manager or any representative from P&C on an individual basis.

32. LEAVE WITHOUT PAY

- 32.1.** If there is annual leave owing this must be taken first.
- 32.2.** Leave without pay can be granted to the Employee in special circumstances subject to the mutual consent of their supervisor and management.
- 32.3.** During any period of leave without pay, the accrual of leave entitlements will be suspended until the resumption of normal duties (subject to the requirements of any applicable legislation).

33. ANNUAL LEAVE

- 33.1.** Employees will be entitled to five (5) weeks of paid annual leave for each year of service, which accrues progressively during a year of service according to an Employee's ordinary hours of work. Unused annual leave accumulates from year to year. This entitlement does not apply to casual Employees.



- 33.2.** Requests for annual leave are to be made to a nominated representative of the Employer at least four (4) weeks in advance, unless there exists exceptional circumstances. The Employer shall approve applications for annual leave subject only to operational requirements.
- 33.3.** An Employee shall be paid at their base rate of pay for the classification in which the Employee was ordinarily employed prior to the commencement of leave for their ordinary hours of work in the period of annual leave.
- 33.4.** In addition, the Employee shall receive an annual leave loading of 17.5 per cent of their base rate of pay.
- 33.5.** Where a public holiday for which the Employee is entitled to payment under this Agreement occurs during any period of leave taken by the Employee under this clause 33, the Employee is taken not to be on paid annual leave on that public holiday, and annual leave will not be deducted from an Employee's accrual for that day.
- 33.6.** If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment due to community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.
- 33.7.** Where the Employee has an annual leave entitlement in excess of four (4) weeks the Employee may request in any year of service to have up to two (2) weeks of the excess entitlement paid out in lieu of taking such leave. This is subject to approval of the Employer and that any agreement to cash out annual leave to be documented in writing and signed by the Employer and the Employee. For the avoidance of doubt, the Employee must be paid at the full amount that would have been payable to the Employee had the Employee taken leave that the Employee has forgone. Where such payment is made annual leave accruals will be decreased accordingly. Annual leave must not be cashed out if the cashing out would result in the Employee having less than four (4) weeks annual leave.
- 33.8.** Directions to take annual leave
- (a) The Employer may direct an Employee to take a specified amount of annual leave at a prescribed time, subject to the direction being reasonable, when:
 - (i) work arrangements dictate (e.g. a downturn in business);
 - (ii) during periods of shutdown; or
 - (iii) the Employee has accrued more than eight (8) weeks' annual leave.
 - (b) The Employer must seek to confer with the Employee and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
 - (c) The Employer must give the Employee a minimum of four (4) weeks' notice.
 - (d) In the case of excess annual leave accrual, the direction must not result in the Employee's remaining accrued entitlement to annual leave being less than six (6) weeks.



- (e) In the case of a direction due to work arrangements (33.8(a)(i)) or periods of shutdown (33.8(a)(ii)), the direction must be limited to a total of no more than one week of annual leave per calendar year.

33.9. Any accrued but untaken annual leave will be paid out on termination of employment. Annual leave loading shall be also paid on accrued annual leave on termination of employment.

33.10. Shift worker ordinary hours and annual leave

- (a) A Shift worker during the yearly period in which their leave accrues shall be entitled to an additional week of annual leave.
- (b) Leave loading does not apply to leave accrued under this clause.
- (c) This subclause 33.10 also applies to part time Employees, with the additional week of annual leave based on their ordinary hours of work.

33.11. Weekend overtime & on-call – annual leave

- (a) An Employee will be entitled to an additional one (1) week of annual leave per annum (based on the Employee's ordinary hours of work) if the Employee either:
 - works ten (10) or more weekends of overtime shifts that are greater than three (3) hours; or
 - is on-call for ten (10) or more weekends in the preceding twelve (12) month period.

A weekend means work performed on Friday night after 8.00pm, Saturday and/or Sunday. Any combination of those days/nights counts as one (1) weekend.

- (b) This entitlement is not in addition to the additional one (1) week of annual leave that Shift workers are entitled to under subclause 33.10.
- (c) Leave loading does not apply to leave accrued under this clause 33.11.

34. PARENTAL LEAVE

34.1. Employees are entitled to parental leave in accordance with the NES. An Employee, other than a casual Employee, with a minimum of twelve (12) months' service immediately before the birth or adoption of a child, is eligible for parental leave. A casual Employee employed by the Employer in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a child or the decision to adopt a child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis is eligible for parental leave. An Employee is entitled to twelve (12) months of unpaid parental leave if:

- (a) the leave is associated with:



- (i) the birth of a child of the Employee or the Employee's spouse or de facto partner; or
 - (ii) the placement of a child with the Employee for adoption; and
- (b) the Employee has or will have a responsibility for the care of the child.

34.2. Paid Parental Leave

Paid parental leave for permanent Employees eligible for parental leave in accordance with subclause 34.1 shall be as follows:

(a) Primary Caregiver Leave

Ten (10) weeks' paid primary caregiver parental leave, paid at the Employee's ordinary hourly rate, for an Employee who will be the primary caregiver of a child. This may be taken at half pay over 20 weeks at the Employee's election. Payment will be made via EFT on a fortnightly basis. The total period of paid and unpaid parental leave shall not exceed 52 weeks in total unless an Employee applies for additional unpaid parental leave pursuant to the provisions of the NES.

(b) Partner Leave – Non-Primary Caregiver

One (1) week paid non-primary caregiver parental leave, paid at the Employee's ordinary hourly rate for an Employee who will be the non-primary caregiver of a child.

Employees will be eligible for either paid primary caregiver leave or paid partner leave, not both.

35. COMMUNITY SERVICE AND CEREMONIAL LEAVE

35.1. Community service leave shall be in accordance with the NES.

35.2. An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten (10) working days of unpaid leave in any one (1) year, with the approval of the Employer.

36. LONG SERVICE LEAVE

36.1. Full time and part time Employees are entitled to long service leave in accordance with the long service leave terms contained in the *Health Services Union of Australia (Private Radiology – Victoria) Award 2003* (being 26 weeks for each 15 years of continuous service), other than as specified in this clause 36.1.

(a) Where an entitlement to long service leave exists an Employee (other than a casual Employee) and the Employer may agree, that the Employee elect to take the whole or part of the long service leave at double the quantum of leave at half pay.

(b) Employees will be entitled to request taking long service leave after seven (7) years of continuous service.



- (c) By agreement with the Employer, an Employee may take long service leave in periods of not less than one week.
 - (d) Where a full time or part time Employee has altered their ordinary hours per week over the course of their period of continuous service, the Employee's ordinary hours per week when they take a period of long service leave are taken to be the greatest of the following:
 - (i) the Employee's average ordinary hours per week over the period of continuous employment;
 - (ii) the Employee's average ordinary hours per week over the five years immediately prior to taking long service leave;
 - (iii) the Employee's average ordinary hours per week over the 12 months immediately prior to taking long service leave; or
 - (iv) the Employee's current ordinary hours per week.
 - (e) Where a casual Employee converts to full time or part time employment, the period of continuous service as a casual Employee shall count as continuous service for the purposes of the entitlement to long service leave pursuant to this clause 36.1.
- 36.2.** Casual Employees are entitled to long service leave in accordance with the *Long Service Leave Act 2018 (Vic)*, as amended or replaced.



PART 6 – TERMINATION OF EMPLOYMENT

37. NOTICE OF TERMINATION

- 37.1.** Following the successful completion of the Probationary Period, either the Employer or Employee may terminate the employment by providing the other with four (4) week's written notice.
- 37.2.** In addition to the notice set out in subclause 37.1 above, Employees over 45 years of age at the time of being given the notice, with not less than two (2) years of continuous service, shall be entitled to an additional one (1) weeks' notice.
- 37.3.** The Employer may make a payment in lieu of notice. The payment in lieu of notice will equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (a) the Employee's ordinary hours of work (even if not standard hours);
 - (b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (c) any other amounts payable under the Employee's contract of employment
- 37.4.** The Employer may dismiss an Employee without notice for serious misconduct.
- 37.5.** The Employee will be deemed to have abandoned their employment if no notification has been received from the Employee within three (3) days of their becoming absent, except for extenuating circumstances. In these circumstances, the Employer will not terminate the employment of an Employee with any purported retrospective effect or without notice as required by subclauses 37.1 and 37.2, unless the Employee has engaged in serious misconduct within the meaning of Regulation 1.07 of the *Fair Work Regulations 2009* (Cth).
- 37.6.** If an Employee who is at least 18 years old does not give the period of notice required under subclause 37.1, then the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one (1) week's wages for the Employee.
- 37.7.** If the Employer has agreed to a shorter period of notice than that required under subclause 37.1, then no deduction can be made under subclause 37.6.
- 37.8.** Any deduction made under subclause 37.6 must not be unreasonable in the circumstances.
- 37.9.** Where the Employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one (1) day for the purpose of seeking other employment.



38. REDUNDANCY PAY

38.1. Redundancy pay shall be in accordance with the NES.

38.2. In the event that the Employee is made redundant by the Employer, in addition to the applicable notice of termination or payment in lieu, the Employee will receive severance pay as follows:

| <u>Period of continuous service</u> | <u>Severance pay</u> |
|--|----------------------|
| Less than 1 year | Nil |
| At least 1 year but less than 2 years | 4 weeks' pay* |
| At least 2 years but less than 3 years | 6 weeks' pay* |
| At least 3 years but less than 4 years | 7 weeks' pay* |
| At least 4 years but less than 5 years | 8 weeks' pay* |
| At least 5 years but less than 6 years | 10 weeks' pay* |
| At least 6 years but less than 7 years | 11 weeks' pay* |
| At least 7 years but less than 8 years | 13 weeks' pay* |
| At least 8 years but less than 9 years | 14 weeks' pay* |
| At least 9 years but less than 10 years | 16 weeks' pay* |
| At least 10 years | 12 weeks' pay* |

* a week's pay means the ordinary time rate of pay for the Employee, provided that such rate shall exclude overtime and all allowances.

38.3. Should an alternative position be available to the Employee, but that alternative position attracts a lower hourly rate, the Employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated. The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former hourly rate and the new lower hourly rate for the number of weeks' notice still owing.

38.4 Employee leaving during redundancy notice period

- (a) An Employee given notice of termination in circumstances of redundancy may terminate their employment in accordance with subclause 37.1.
- (b) The Employee is entitled to receive the benefits and payments they would have received under this clause 38 had they remained in employment until the expiry of the notice.
- (c) However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.



38.5 Job search entitlement


- (a) Where the Employer has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one (1) day each week of the period of notice for the purpose of seeking other employment.
- (b) If an Employee is allowed time off without loss of pay of more than one (1) day under subclause 38.5(a), the Employee must, at the request of the Employer, produce proof of attendance at an interview. A statutory declaration is sufficient for this purpose.
- (c) An Employee who fails to produce proof as requested by the Employer is not entitled to be paid for the time off.

39. TRANSFER OF BUSINESS

- 39.1.** Transfer of business provisions are provided for by Sections 307 to 316 of the Act (or its successor or replacement).



Signatures:

Employee representative: 

Signature:.....


Full Name: Craig McGregor.....

Address:.....
Level 1, 62 Lygon Street
Carlton Vic 3053

Position:.....
Secretary
Health Services Union
Victoria No. 3 Branch

Date: 10 May 2024.....

Signed for and on behalf of Lake Imaging:

Signature: .....

Full Name: Ian Kadish.....

Address:.....
Suite 9.02, 45 William Street,
Melbourne 3000

Position: CEO and MD.....

Date: 13 May 2024.....



SCHEDULE 1 – CLASSIFICATIONS

Definitions:

MEDICAL IMAGING TECHNOLOGISTS AND NUCLEAR MEDICINE TECHNOLOGISTS

Medical Imaging Technologist / Nuclear Medicine Technologist Intern (or PDY – Professional Development Year)

An Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent who has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia. This Employee is employed for a period of 52 weeks clinical rotation.

Medical Imaging Technologist: MIT (Qualified)

An Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent, has registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia, and has any necessary licences to work as a Medical Imaging Technologist in the state of Victoria.

Nuclear Medicine Technologist: NMT (Qualified)

An Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent, has registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia, and has any necessary licences to work as a Nuclear Medicine Technologist in the state of Victoria.

Level 1

A MIT (Qualified) or NMT (Qualified) who is working in their first year post qualification.

Level 2

A MIT (Qualified) or NMT (Qualified) who is working in their 2nd year post qualification.

Level 3*

A MIT (Qualified) or NMT (Qualified) who is working in their 3rd and 4th year post qualification.

Level 4*

A MIT (Qualified) or NMT (Qualified) who is working in their 5th and subsequent years post qualification experience.



Level 5*

A MIT (Qualified) who possesses 5 or more years' experience after completing their qualification and demonstrates competence in General X-ray, Dexa, Fluoroscopy, and one (1) or more of the following: CT, Angiography, MRI, Mammography.

or

A NMT (Qualified) who possesses 5 or more years' experience after completing their qualification and demonstrates competence in SPECT/CT, PET/CT, 68Ga Radiopharmaceutical Synthesis, including Quality Assurance and Quality Control.

Level 6*

A MIT (Qualified) who fulfils the requirements of Level 5 and demonstrates competence in General X-ray, Dexa, CT, Fluoroscopy, and one (1) or more of the following: Angiography, MRI, Mammography.

or

A NMT (Qualified) who fulfils the requirements of Level 5 and demonstrates competence in diagnostic CT including the administration of oral and IV Contrast media.

Level 7*

A MIT (Qualified) who fulfils the requirements of Level 6 and is to be actively involved in the teaching and supervision of students and less experienced staff as directed by the Manager.

A NMT (Qualified) who fulfils the requirements of Level 6 and is to be actively involved in the teaching or supervision of students and less experienced staff as directed by the Manager.

Appointment to a Level 7 MIT / NMT role is subject to recommendation from a relevant Manager and Clinical Director.

Level 8*

A MIT (Qualified) or NMT (Qualified) who fulfils the requirements of Level 7 and possesses 10 or more years' experience after completing their qualification and is to be actively involved in the teaching and supervision of students and staff as directed by the Employer.

Appointment to a Level 8 MIT / NMT role is subject to recommendation from a relevant Manager and Clinical Director.

Level 9 *

A MIT (Qualified) who fulfils the requirements of Level 8 and demonstrates competence in General X-ray, Dexa, CT, Fluoroscopy, Angiography (if available), MRI and if applicable, Mammography.

or

A NMT (Qualified) who possesses 10 or more years' experience after completing their qualification. This Employee must demonstrate competence in all Nuclear Medicine examinations / procedures.



Appointment to a Level 9 MIT / NMT role is subject to recommendation from a relevant Manager and Clinical Director.

Level 10 - Supervisor Level 1*

A MIT (Qualified) or NMT (Qualified) who fulfils the requirements of Level 9.

A supervisor will be employed on work which management determines requires specialist knowledge and depth of experience within their profession. The supervisor shall be responsible for:

- Day to day operations of a specialist area
- Co-ordinating the staff designated to their area of supervision
- Assisting management with rosters
- Providing written reports to management on a regular basis
- Demonstrating a proven record in training and teaching of both undergraduate and postgraduate staff
- Additional duties as directed by management
- Developing imaging protocols + QA
- Co-ordination of maintenance and radiation safety for a modality / area.

Appointment to a Level 10 role is subject to recommendation from the Manager and Clinical Director.

Level 11 - Supervisor Level 2*

A MIT (Qualified) or NMT (Qualified) who fulfils the requirements of Level 10. At Level 11 employees will:

- Provide supervision of multiple modalities
- Possess a post-graduate qualification in management
- Have been employed in a supervisory role for 3+ years.

Appointment to a Level 11 role is subject to recommendation from the Manager and Clinical Director.

*Employees demonstrating exceptional skills may at the discretion of management be employed at these designated levels despite not completing all criteria. A skills based assessment and review will be completed as part of this decision process.



SONOGRAPHER - Trainee

Level 1T

An Employee who is a 1st year ultrasound trainee with a relevant undergraduate qualification that is not a MIT (Qualified) or NMT (Qualified) and is undertaking a post graduate qualification in sonography recognised by the Australian Sonographer Accreditation Registry (ASAR).

Level 2T

An Employee who is a 2nd year ultrasound trainee with a relevant undergraduate qualification that is not a MIT (Qualified) or NMT (Qualified) and is undertaking a post graduate qualification in sonography recognised by ASAR.

Level 3T

A MIT (Qualified) or NMT (Qualified) who is undertaking their 1st or 2nd year of a post graduate qualification in sonography recognised by ASAR.

An ultrasound trainee who is 5 or more years qualified at the time of commencement of training shall remain at their classification level according to years of post-qualification as a MIT (Qualified) or NMT (Qualified);

or,

An Employee who is a sonographer undertaking their 1st or 2nd year of clinical practice after completion of an undergraduate qualification in sonography recognised by ASAR.

Level 4T

A MIT (Qualified) or NMT (Qualified) who is undertaking their 2nd year of a postgraduate qualification in sonography recognised by (ASAR) and is deemed by a skills assessment to be advancing at a higher than expected level for training.

An ultrasound trainee who is 5 or more years qualified at the time of commencement of training shall remain at their classification level according to years of post-qualification as a MIT (Qualified) or NMT (Qualified);

or,

An Employee who is a sonographer undertaking their 2nd year of clinical practice after completion of an undergraduate qualification in sonography recognised by ASAR and who is deemed by a skills assessment to be advancing at a higher than expected level.

Sonographer

Level 1Q

An Employee who is a sonographer undertaking their 1st year of clinical practice after completion of a formal post graduate qualification in sonography recognised by ASAR.



or,

An Employee who is a sonographer undertaking their 3rd year of clinical practice after completion of an undergraduate qualification in sonography recognised by ASAR.

Level 2Q*

An Employee who is a sonographer undertaking their 2nd to 5th years of clinical practice after completion of a formal post graduate qualification in sonography recognised by ASAR;

or,

An Employee who is a sonographer undertaking their 4th and 5th year of clinical practice after completion of an undergraduate qualification in sonography recognised by ASAR.

Level 3Q*

An Employee who fulfils the requirements of Level 2Q and demonstrates competency in all Basic Skill Set examinations.

Level 4Q*

An Employee who fulfils the requirements of Level 3Q and possesses 5 or more years of clinical practice after completion of a formal qualification in sonography as recognised by ASAR.

or

A sonographer who holds qualifications in sonography and echocardiography.

Level 5Q*

An Employee who fulfils the requirements of Level 4Q, plus demonstrates competence in all advanced skill sets including but not limited to:

- ankle brachial pressure index, fistula assessment, pre-operative vein mapping, and chronic venous insufficiencies
- pyloric stenosis, paediatric hips, neonatal head, and spine;
- eyes
- renal arteries
- limb arteries

or

A sonographer who holds qualifications in sonography and echocardiography for 1 to 5 years.

Appointment to Level 5Q is subject to recommendation from the Manager and Clinical Director.



Level 6Q*

An Employee who fulfils the requirements of Level 5Q, and is responsible for:

- day to day operations of a specialist area
- co-ordinating the staff designated to their area of supervision
- assisting management with rosters
- providing written reports to the Manager on a regular basis
- additional duties as directed by management
- developing of imaging protocols and quality assurance
- co-ordinating maintenance and safety for the modality or area;

or,

A sonographer who holds qualifications in sonography and echocardiography for 5+ years.

Appointment to a Level 6Q is subject to recommendation from the Manager and Clinical Director.

*Employees demonstrating exceptional skills may, at the discretion of management, be employed at these designated levels despite not completing all criteria. A skills-based assessment and review will be completed as part of the decision process.

Basic Skill Set

| Region | Exam Type |
|---|---|
| General | Abdomen |
| | Pelvis (Female, Follicle Tracking) including TV scanning. |
| | Pelvis (Male) |
| | Renal |
| Small Parts | Thyroid |
| | Salivary Glands |
| | Scrotum and Penis |
| | Breast(s) |
| Pregnancy (including singleton & multiple) | Less than 12 weeks |
| | 12 to 16 weeks (inclusive of early morphology) |
| | 17 to 22 weeks (inclusive of morphology) |
| | 22+ weeks (inclusive of 3 rd Trimester) |
| Paediatrics | Abdomen |
| | Pelvis (Male and Female) |
| | Renal |
| Musculoskeletal | Assessment of mass |
| | Foreign Body Localisation |
| | Neck |
| | Shoulder |
| | Upper limb (including Hand, Wrist, Forearm, and Elbow) |
| | Chest/Abdo Wall |
| | Groin |
| | Hip |
| | Buttock/Thigh |
| | Knee |
| | Lower leg (including foot and ankle) |
| Procedural | FNA |
| | Biopsy |
| | Steroid/ABI/PRP Injection |
| Vascular | DVT (Arm or Leg) |
| | Carotid Doppler |
| | AAA assessment |
| | Leg and Arm Arteries |
| | Portal Venous Doppler |



SCHEDULE 2 – WAGE BRACKETS

Medical Imaging Technologist and Nuclear Medicine Technologist Wage Brackets

| Classification | FFPP on or after 01/07/2023 | FFPP on or after 01/07/2024 4% | FFPP on or after 01/07/2025 3% | FFPP on or after 01/07/2026 3% |
|----------------|--------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| | \$ | \$ | \$ | \$ |
| PDY | 30.22 | 31.43 | 32.37 | 33.35 |
| 1 | 38.13 | 39.65 | 40.84 | 42.07 |
| 2 | 42.19 | 43.88 | 45.20 | 46.55 |
| 3 | 44.56 | 46.35 | 47.74 | 49.17 |
| 4 | 46.82 | 48.69 | 50.15 | 51.66 |
| 5 | 49.17 | 51.14 | 52.67 | 54.25 |
| 6 | 51.54 | 53.60 | 55.21 | 56.87 |
| 7 | 54.00 | 56.16 | 57.84 | 59.58 |
| 8 | 56.49 | 58.75 | 60.52 | 62.33 |
| 9 | 59.02 | 61.38 | 63.22 | 65.12 |
| 10 | 61.55 | 64.01 | 65.93 | 67.91 |
| 11 | 63.59 | 66.13 | 68.11 | 70.16 |

Sonographer Wage Brackets

| Classification | FFPP on or after 01/07/2023 | FFPP on or after 01/07/2024 4% | FFPP on or after 01/07/2025 3% | FFPP on or after 01/07/2026 3% |
|----------------|--------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| | \$ | \$ | \$ | \$ |
| 1T | 41.79 | 43.46 | 44.76 | 46.11 |
| 2T | 44.13 | 45.89 | 47.27 | 48.69 |
| 3T | 46.36 | 48.22 | 49.66 | 51.15 |
| 4T | 48.69 | 50.64 | 52.16 | 53.72 |
| 1Q | 53.04 | 55.16 | 56.82 | 58.52 |
| 2Q | 55.57 | 57.79 | 59.52 | 61.31 |
| 3Q | 59.78 | 62.17 | 64.04 | 65.96 |
| 4Q | 62.45 | 64.95 | 66.90 | 68.91 |
| 5Q | 65.14 | 67.74 | 69.77 | 71.87 |
| 6Q | 67.29 | 69.98 | 72.08 | 74.24 |

*Wage rates shall be payable from the first full pay period after the listed date



SCHEDULE 3 – ALLOWANCES

| Allowance | Rate \$ |
|--|------------|
| Higher Duties (per each hour worked) | 1.50 |
| Higher Qualifications Allowance – ASMIRT CT (Computed Tomography) Certification, ASMIRT MRI (Magnetic Resonance Imaging) Certification, ASMIRT Cardiac and Vascular Angiography Certification, or ASMIRT CCPM (Certificate of Clinical Proficiency in Mammography) | 1.00 |
| Higher Qualifications Allowance - Post Graduate Diploma or Masters' Degree - (for each hour worked) | 2.00 |
| Higher Qualifications Allowance - Fellowship or Doctorate - (for each hour worked) | 2.50 |
| On Call Weeknight | 30.00 |
| On Call Weekend or Public Holiday | 60.00 |
| Uniform Laundry Allowance – per day | 0.32 |
| Meal – overtime exceeds 2 hours of overtime | 15.20 |

| Shift Penalties | FFPP on or after 01/07/2023 (Backdated) | FFPP on or after 01/07/2024 | FFPP on or after 01/07/2025 | FFPP on or after 01/07/2026 |
|--|---|--------------------------------|--------------------------------|--------------------------------|
| Shift – morning/evening Clause 18.15(a) | \$38.25 | \$39.78 | \$40.97 | \$42.20 |
| Shift – night Clause 18.15(b) | \$76.50 | \$79.55 | \$81.94 | \$84.41 |
| Change of Shift Clause 18.16 | \$57.96 | \$60.27 | \$62.08 | \$63.95 |
| Change of location – MIT/NMT Clause 18.17 | \$57.96 | \$60.27 | \$62.08 | \$63.95 |
| Change of location – Sonographer Clause 18.17 | \$80.62 | \$83.84 | \$86.37 | \$88.95 |