

## Assessment of log claims

We acknowledge the significant effort staff and unions have invested in preparing and presenting their logs of claims. Each claim reflects staff perspectives on what is important to them and the reasoning for those perspectives.

The Executive has considered each claim on its merits, taking into account:

- Affordability;
- Future business needs, including flexibility to respond to change;
- Benefits of being part of the Sonic Healthcare group;
- Staff needs;
- The views of unions;
- Administrative arrangements required to deliver entitlements;
- External factors, such as private sector wage trends, among others;
- Impact on service quality and patient outcomes (patient access to services; e.g. wait times, availability of modalities, continuity of care);
- Equity and fairness across staff groups.

Since negotiating our current enterprise agreement, the operating environment has changed significantly, as it always does between rounds of bargaining. Recent changes include:

- Rapid and substantial increases in the costs of doing business
  - non-labour costs have increased by an average of 24%, including equipment +17%, property (including electricity) +20%, medical supplies +11%, IT & communications +175%, and other non-labour costs (bank fees, insurance, couriers, advertising, etc) +261%
  - labour costs have increased by 19%, including +2% employer superannuation and +1.9% ACT payroll tax.
- Limited changes to rebates for services and impactful changes to the licencing associated with MRI (i.e. over the past five years, rebates have increased 12.5%, while PET rebates have not increased, meaning rebate growth has not kept pace with rising costs);
- Rising operational expenses (e.g. rent, service arrangements to maintain equipment, electricity, medical supplies, insurances, taxes, and new equipment);
- Staffing challenges including workforce change and expectations;
- Increased competition (item count has fallen in the current financial year), among other changes.

In light of these considerations, we have focused on claims that:

- Enhance staff performance, including career development opportunities;

- Provide the greatest benefit across the workforce;
- Address current and potential future business challenges in a flexible manner;
- Are affordable, while ensuring we can maintain the staffing and service levels needed to support excellent patient care.

Consequently, we can only agree to a limited number of claims. While we recognise that staff may be disappointed, our priority is to provide the most equitable and sustainable pay increases for all staff, rather than individual allowances or selective benefits.

Our analysis and decisions regarding each claim are included in the tables that follow. We will discuss our overall response at a bargaining meeting and provide additional context regarding the operational environment in which we operate.

We provided additional context relevant to our assessment of each claim during Bargaining Meeting 6, held on 25 March 2026.

## **Executive Team**

## Analysis of the claims

105 claims were received; some claims were the same or similar to other claims logged by bargaining representatives.

We have used our best endeavours to assess each claim based on the information provided to us and the information we have on hand to model the impact of each claim, if it was accepted.

We have responded to each claim, in writing.

We are of the view that some claims are operation matters and do not pertain to the *employer-employee relationship*. We are of the view that these matters can continue to be considered and addressed outside of bargaining and an enterprise agreement.

The estimated impact of all the claims is **\$7.8 million**, with an associated loss of **17,800 productive hours**. An additional **10.5 full-time equivalent staff** would need to be engaged (if we could get appropriately skilled staff) to cover the lost productive hours.

## Responses to logs of claims

Employee representatives Lisa Jones, Dilum Dewapura, Ash Blake

Claim No.	Title of claim	Response to Claim
1	Pay increase	<p><b>Partially accepted.</b></p> <p>We seek to provide an appropriate pay increase to staff as part of the next enterprise agreement.</p> <p>The quantum of that increase is being considered as part of the total cost of the proposed arrangement. The proposed quantum and arrangement (two increases per year) are rejected as they are unaffordable.</p> <p>We noted that:</p> <ul style="list-style-type: none"> <li>• The CPI figures may not align with the time period referenced.</li> <li>• Staff may also get level or grade increases in addition to pay increases, subject to conditions.</li> <li>• The first increase in the current enterprise agreement has not been incorporated in the analysis.</li> </ul>
2	PBS Additional Payments based on skills	<p><b>Rejected.</b></p> <p>The grades and level structure within the next enterprise agreement provides an important framework for recognising skills, experience, and capability.</p> <p>We acknowledge that booking patients for different types of scans involves different knowledge requirements and processes. Each modality has its own protocols and considerations. However, we maintain that booking patients for any scan requires a high-level of care, good communication, attention to detail, and adherence to the correct procedures. We do not consider MRI, PET, or doctor bookings to be more complex or more demanding than other types of bookings.</p> <p>Having regard to the rationale for the claim, we propose that an enhanced accelerated grade and level progression mechanism be included in the next enterprise agreement.</p>
3	ADO Entitlement process	<p><b>Rejected.</b></p> <p>We neither propose to abolish the ADO process nor incorporate it into the next enterprise agreement.</p> <p>It has operated without an express provision in an enterprise agreement to date.</p>

Claim No.	Title of claim	Response to Claim
		The ADO arrangement is a form of rostering. We are of the view that a rostering provision in the next enterprise agreement is preferable and it will apply to the majority of staff.
4	Personal/carer's leave entitlement and annual leave recredited when sick on annual leave	<p><b>Rejected.</b></p> <p>The claim in relation to personal/carer's leave is unaffordable (estimated additional costs being \$121,000 in year 1, \$127,000 in year 2, and \$135,000 in year 3 based on support services staff only).</p> <p><b>Entitlement already provided for by the Fair Work Act</b></p> <p>Annual leave recredited when sick on annual leave is current practice and aligns with the requirements of the <i>Fair Work Act 2009</i>. Refer to information issued by the <a href="#">Fair Work Ombudsman</a>.</p>
5	Training Allowance	<p><b>Agreed, in-principle.</b></p> <p>The current enterprise agreement has a mechanism to provide for training and the development of all staff.</p> <p>We will look to provide Education Allowance to all staff, subject to conditions such as all mandatory training must be completed prior to education funding being considered and Sonic Healthcare training resources being used first, where relevant.</p> <p>Estimated costs of this claim is \$80,000 for 3 years based on a rate of \$2,000 per support services employee every two years as per the current education funding arrangement.</p>
6	All business closure for Christmas and New Year	<p><b>Rejected.</b></p> <p>We are contracted to provide services to our hospital partners during this period, including the delivery of critical patient care services.</p> <p>We understand that some staff may wish to take time off during this period. While operational requirements must remain our priority, we make every effort when preparing rosters to accommodate individual preferences wherever reasonably possible.</p>
7	Leave on birthday	<p><b>Rejected.</b></p> <p>We acknowledge the sentiment however the claim is unaffordable.</p>

Claim No.	Title of claim	Response to Claim
		<p>The estimated cost of this claim is \$97,000 in the first year, \$104,000 in the second year, and \$113,000 in the third year based on all staff being provided with this entitlement plus 1257 hours of lost productivity per annum.</p>
8	Pay gap between grades	<p><b>Partially accepted.</b></p> <p>The grades and level structure within the enterprise agreement provide an important framework for recognising skills, experience, formal education, and capability.</p> <p>Ensuring a minimum pay gap of 15% between each grade would result in disproportionate pay adjustments (either increases or decreases) for some staff.</p> <p>Currently, the average difference between administrative service levels within the enterprise agreement is 4%.</p> <p>The existing percentage differences between grades in the administrative service levels are as follows:</p> <ol style="list-style-type: none"> <li>1. 22% between Grade 1 and Grade 2</li> <li>2. 25% between Grade 2 and Grade 3</li> <li>3. 16% between Grade 3 and Grade 4</li> <li>4. 6% between Grade 4 and Grade 5</li> </ol> <p>We acknowledge the rationale underpinning the claim. However, rather than applying a uniform 15% differential between grades, we propose amending the levels within the Grade 5 support services classification to provide greater depth within that grade (for example, through the inclusion of a Grade 5, Level 5 – defined position).</p> <p>This approach will expand the differential at the upper end of the structure while maintaining internal relativities and avoiding disproportionate adjustments across the broader classification framework.</p>

Employee representatives Lisa Hicks and Callum Miller

Claim No.	Title of claim	Response to Claim
1	EA Term 2 year	<p><b>Rejected.</b> We seek to establish a stable employment framework with a minimum duration of three years.</p> <p>Enterprise agreement bargaining, and the implementation of a new enterprise agreement, involves significant time, resources, and organisational commitment. A longer-term agreement supports operational certainty, workforce stability, and continuity of service.</p> <p>The inclusion of principle-based clauses, application of the National Employment Standards, and the use of Individual Flexibility Arrangements will help ensure that the next enterprise agreement remains contemporary and adaptable. These mechanisms support ongoing alignment with market rates and evolving workplace conditions.</p>
2	Sign on bonus	<p><b>Rejected.</b> The claim may create inequity between existing staff and new staff, or set an unsustainable precedent for future enterprise agreements.</p> <p>We prefer to direct available funding toward wage increases for all staff, including those who start after the commencement of the next enterprise agreement, rather than lump-sum payments (which are taxed and may not count for superannuation purposes).</p> <p>If a sign on bonus of \$1,000 per FTE was provided upon commencement of the next enterprise agreement the cost of this would be \$209,000.</p>
3	Increase in pay	<p><b>Partially accepted.</b> We seek to provide an appropriate pay increase to staff as part of the next enterprise agreement.</p> <p>The quantum of the increase is being considered as part of the total cost of the proposed arrangement. The proposed quantum is rejected as it is unaffordable.</p>
4	Increase in superannuation rate	<p><b>Rejected.</b> The claim is unaffordable (estimated additional costs being \$1,071,000 in year 1, \$1,389,000 in year 2, and \$1,722,000 in year 3 based on all staff being provided with the increased rate based on the pay increase rates claimed in item 3).</p>

Claim No.	Title of claim	Response to Claim
5	Increase in superannuation payable	<p><b>Not applicable</b> Based on our current understanding of the claim, it does not seem to be applicable.</p> <p>Superannuation guarantee law determines what payments count for superannuation purposes. Refer to <a href="https://www.ato.gov.au/businesses-and-organisations/super-for-employers/paying-super-contributions/how-much-super-to-pay/list-of-payments-that-are-ordinary-time-earnings">https://www.ato.gov.au/businesses-and-organisations/super-for-employers/paying-super-contributions/how-much-super-to-pay/list-of-payments-that-are-ordinary-time-earnings</a>.</p> <p>We also confirm that employer superannuation contributions are paid on SVB as is required by law.</p>
6	Tutor allowance and Nuchal Translucency Coordinator allowance increase	<p><b>Partially accepted.</b> We seek to make some adjustments to some allowances.</p> <p>The quantum of that increase is being considered as part of the total cost of the next enterprise agreement. The proposed quantum is rejected.</p>
7	Increase in on-call allowance	<p><b>Rejected.</b> The claim is unaffordable (estimated additional costs being \$27,000 in year 1, \$27,000 in year 2, and \$27,000 in year 3 based on sonographers only being provided with the increased rate).</p> <p>The on-call allowance is paid to compensate staff for being '<i>available and ready to work</i>' should the need arise. It is not intended to reflect the complexity or responsibility of any work that may be performed if a staff member is called in. Where staff are required to attend and undertake work, overtime provisions apply for the hours worked.</p> <p>Accordingly, the reasoning outlined in the claim does not appear to align with the purpose for which the on-call allowance is provided.</p>
8	Increase to allowances	<p><b>Partially accepted.</b> We seek to make some adjustments to some allowances. The proposed quantum is rejected.</p>
9	Retention and attraction loading	<p><b>Rejected.</b> The claim is unaffordable (estimated additional costs being \$72,500 in year 1, \$80,000 in year 2, and \$88,000 in year 3 based on sonographers only being provided with a loading when they complete two years of service paid at 2% of salary).</p>

Claim No.	Title of claim	Response to Claim
		<p>We acknowledge the challenges in having sufficient sonographers to meet current demand. As a private organisation, we operate differently from Canberra Health Services. While we maintain a strong commitment to supporting the community and contributing to positive public health outcomes, we do not have a statutory obligation to provide services beyond our available resources.</p> <p>We continue to actively invest in workforce development and recruitment initiatives to strengthen our capacity and enhance our ability to meet the demand for our services.</p>
10	Increase in annual leave	<p><b>Rejected.</b></p> <p>The claim is unaffordable (estimated additional costs being \$210,500 in year 1, \$232,000 in year 2, and \$256,000 in year 3 based on sonographers only being provided with the increased amount of annual leave).</p> <p>The lost number of productive hours associated with this claim is estimated to be 1,700 hours per annum.</p>
11	Return of leave loading	<p><b>Rejected.</b></p> <p>This entitlement was previously converted into additional remuneration under a former enterprise agreement; therefore, the benefit continues to be provided to all staff in the form of additional remuneration.</p> <p>To provide this on top of the converted additional remuneration is unaffordable (estimated costs being \$99,000 in year 1, \$109,000 in year 2, and \$120,000 in year 3 based on sonographer only being provided with the loading).</p>
12	Increase personal/carer's leave	<p><b>Rejected.</b></p> <p>The claim is unaffordable (estimated additional costs being \$210,500 in year 1, \$232,000 in year 2, and \$256,000 in year 3 based on sonographers only being provided with the increased amount of personal/carer's leave).</p> <p>We acknowledge that sonographers typically spend more time in close contact with patients than many other staff. However, we remain committed to identifying and implementing measures that ensure our services continue to be delivered in a safe, effective, and responsible manner for both patients and staff, with a particular emphasis on prevention.</p>
13	Personal/carer's leave access for appointments.	<p><b>Already provided, in some circumstances; broadening of the entitlement is rejected.</b></p> <p>The National Employment Standards provide that medical appointments and elective surgeries that are pre-arranged can <u>only</u> be covered by sick leave if an employee is not able to work because of a personal illness or injury. If that is the case, an employee (other than a casual employee) can attend a medical appointment during work time, get a medical</p>

Claim No.	Title of claim	Response to Claim
		<p>certificate and apply for paid personal/carer's leave (if they have accrued leave of this type). Refer to: <a href="https://www.fairwork.gov.au/leave/sick-and-carers-leave/paid-sick-and-carers-leave/notice-and-medical-certificates#:~:text=While%20there%20are%20no%20strict,Tools%20and%20resources">https://www.fairwork.gov.au/leave/sick-and-carers-leave/paid-sick-and-carers-leave/notice-and-medical-certificates#:~:text=While%20there%20are%20no%20strict,Tools%20and%20resources</a></p> <p>We do not support expanding the use of personal/carer's leave to cover non-medical, non-carer, or non-emergency purposes. Such an expansion may create an obligation for us to increase the amount of paid personal/carer's leave provided to remain compliant with the National Employment Standards and doing that is unaffordable.</p>
14	Increase in education funding	<p><b>Partially accepted.</b></p> <p>We have received a claim from another representative requesting that administration services staff be provided with the same professional development mechanism as health services staff which we have agreed to, in-principle.</p> <p>We propose to abolish the current two-tier rate and implement a flat rate for all health services staff. The quantum of the education funding is being considered as part of the total cost of the next enterprise agreement.</p> <p>We note that the costs associated with professional development activities—such as the ASA conference and related travel—are consistent across roles, regardless of an employee's grade or level.</p>
15	SVB be noted in the enterprise agreement	<p><b>Rejected.</b></p> <p>We neither propose to abolish the SVB arrangement nor incorporate it into the next enterprise agreement.</p> <p>It has operated without an express provision in the enterprise agreement to date.</p>
16	SVB calculations	<p><b>Rejected.</b></p> <p>Since we do not propose to abolish the SVB arrangement, nor to include it in the next enterprise agreement, any adjustment to the calculation rate is a matter for management to consider outside the bargaining process for the next agreement.</p>
17	TOIL for Goulburn retained	<p><b>Partially Accepted.</b></p> <p>Working arrangements, including rostering and hours worked, will be outlined in the next enterprise agreement.</p>
18	Improved parental leave options	<p><b>Partially accepted.</b></p> <p>We propose to align our parental leave arrangements with the Sonic Radiology parental leave arrangements. This will see an increase in the amount of paid parental leave provided to the secondary caregivers.</p>

Claim No.	Title of claim	Response to Claim
		<p>We do not agree to back pay parental leave to employee who had a child or children during the period of the current enterprise agreement (the estimate cost per back dated claim would be \$60,000).</p> <p>The claim is, otherwise, unaffordable (estimated additional costs being \$169,000 in year 1, \$190,000 in year 2, and \$214,000 in year 3 based on sonographers only being provided with an increase in paid parental leave – i.e. 1 primary and 1 secondary application per annum @24 weeks inclusive of additional superannuation payments on leave).</p>
19	Tea-breaks	<p><b>Entitlement to tea-breaks to be maintained.</b></p> <p>We proposed to maintain the entitlement for paid tea breaks for every 4-hour worked per day in the next enterprise agreement.</p> <p>An additional amount of leave is rejected as tea breaks are provided in the enterprise agreement.</p>
20	Short Notice Roster Change payment	<p><b>Rejected.</b></p> <p>We propose to include a rostering provision in the next enterprise agreement to ensure that rostering arrangements are fair and that any changes occur in prescribed circumstances.</p> <p>We acknowledge that short-notice roster changes can significantly impact staff, and we are committed to minimising these disruptions wherever possible. Reducing the frequency of last-minute changes remains a key priority. However, implementing stricter controls around late roster adjustments may reduce overall flexibility for all staff, including the ability to approve certain discretionary leave requests.</p> <p>We are also exploring the implementation of new systems to better support rostering processes. We anticipate that these systems will help streamline rostering and improve overall efficiency once implemented.</p> <p>The claim is, otherwise, unaffordable (estimated additional costs being \$11,300 in year 1, \$11,300 in year 2, and \$11,300 in year 3 based on sonographers only being provided with the entitlement). The calculation is based on 3 months of changes to rosters – November 2025 to January 2026 – 42 changes occurred during that period @ \$53x4 to provide the annual rate plus on costs).</p>
21	Health and fitness payment	<p><b>Rejected.</b></p> <p>We provide wellness support to staff. This currently includes, but is not limited to, access to Fitness Passport.</p>

Claim No.	Title of claim	Response to Claim
		The estimated of the costs is \$9,000 in year 1, \$9,000 in year 2, and \$9,000 in year 3 based on sonographers only being provided with the entitlement including FBT payments if Canberra Imaging provides the support. If paid as an allowance additional the costs would be \$6,000 per year but would be subject to the application of personal tax.
22	Paid physio check-up appointments	<p><b>Rejected.</b> We provide early intervention support to all staff who experience a work-related injury or illness.</p> <p>We will continue to implement initiatives that promote healthy and safe work practices. This may include additional education and targeted support for sonographers from our preferred physiotherapist. For example, we have recently provided each sonographer with stretching guidance and appropriate equipment to assist in injury prevention.</p> <p>We are of the view that targeted and proportionate support, like that already offered, is the most effective approach to promoting staff wellbeing and preventing workplace injury.</p> <p>The potential cost of this is based on \$150 per appointment plus 2 hours of lost time @ 4 times per year = \$36,000 in year 1, \$38,000 in year 2, and \$40,000 in year 3.)</p>
23	Redo all sonographer classifications	<p><b>Rejected.</b> We seek to ensure that the grades and levels listed in the next enterprise agreement support the operation of the business and will make some adjustments to the provisions in relation to progression.</p> <p>We do not agree that Sonographer Grade 4, Level 4 should be available to all sonographers as it is a defined position.</p> <p>We acknowledge that the relevant SOP may need updating.</p>
24	Default scan times	<p><b>Rejected.</b> The claim in relation to an additional allowance is unaffordable and we do not agree with the premise of the claim (estimated additional costs based on the \$10 per day loading at Deakin and Bruce @ 6 sonographs in total at both sites being \$18,200 in year 1, \$18,200 in year 2, and \$18,200 in year 3).</p> <p>We propose to remove reference to default times and other operational matters from the next enterprise agreement.</p>

Claim No.	Title of claim	Response to Claim
25	Changes to interventional procedures	<p><b>Rejected.</b> We are of the view that adjustments to interventional procedures are matters for discussions outside of enterprise agreement bargaining.</p> <p>Since we do not propose to abolish the SVB arrangement, nor to include it in the next enterprise agreement, any adjustment to the calculation rate (e.g. RVU value) is a matter for management to consider outside the bargaining process.</p>
26	Clinical Assistants	<p><b>Not applicable.</b> We are of the view that the appointment of Clinical Assistants, and their allocation to various sites, is a matter for discussion outside of enterprise agreement bargaining.</p> <p>We also question whether the incorporation of such a matter in the next enterprise agreement would be a <i>permitted matter</i> for the purposes of section 172(1) of the <i>Fair Work Act 2009</i> (i.e. matters pertaining to the employer–employee relationship). Refer to <a href="https://www.fwc.gov.au/permitted-matters">https://www.fwc.gov.au/permitted-matters</a>.</p> <p>In general, the costs of a Clinical Assistant are \$100,000 inclusive of oncosts in the first year and increases in accordance with pay and other increases.</p>
27	Christmas shopping ½ day off	<p><b>Rejected.</b> This entitlement was previously converted into additional remuneration under a former enterprise agreement; therefore, the benefit continues to be provided to all staff in the form of additional remuneration.</p> <p>To provide this on top of the converted additional remuneration is unaffordable (estimated additional costs being \$10,500 in year 1, \$11,600 in year 2, and \$12,800 in year 3 based on sonographers only being provided with the leave).</p> <p>The lost number of productive hours associated with this claim is estimated to be 85 hours per annum.</p>
28	Wellbeing day off	<p><b>Rejected.</b> The claim in relation to an additional allowance is unaffordable (estimated additional costs being \$21,000 in year 1, \$23,200 in year 2, and \$25,600 in year 3 based on sonographers only being provided with this leave).</p> <p>The lost number of productive hours associated with this claim is estimated to be 170 hours per annum.</p>

Claim No.	Title of claim	Response to Claim
29	Study leave for trainees	<p><b>Agreed, in-principle.</b></p> <p>We are of the view that this claim is addressed through the existing education funding and professional development provisions.</p> <p>We also acknowledge that study requirements may change over time and that individual universities set their own specific requirements. As such, we do not propose including a specified number of study days in the next enterprise agreement for trainees. However, we agree that education funding may be utilised to support study needs, subject to operational requirements and the individual needs of the trainee.</p>
30	Paid meetings or meetings within working hours	<p><b>Entitlement already provided for in the Fair Work Act and enterprise agreement.</b></p> <p>Full-time staff member is paid to work within the specified hours (i.e. 38 hours per week averaged over a 4-week period between the hours of 7:00am to 9:00pm, weekdays - i.e. their working hours). A part-time staff member paid to work their agreed hours of work and a casual employee is paid for completing rostered work.</p> <p>We are of the view that the enterprise agreement already provides for the payment of staff attending mandatory meetings within the span of hours listed in the enterprise agreement.</p> <p>The National Employment Standards, which are contained in the <i>Fair Work Act 2009</i>, provides that an employer must not request or require an employee to work more than their specified hours of work in a week, unless the additional hours are reasonable. What is <i>reasonable</i> depends on the circumstances which are listed in the National Employment Standards. An employee may refuse to work additional hours if they are unreasonable. Refer to: <a href="https://www.fairwork.gov.au/tools-and-resources/fact-sheets/minimum-workplace-entitlements/maximum-weekly-hours">https://www.fairwork.gov.au/tools-and-resources/fact-sheets/minimum-workplace-entitlements/maximum-weekly-hours</a>.</p> <p>We recognise that staff have personal commitments and aim to balance these with workplace needs when scheduling meetings early in the morning or in the evening (but within the span of hours listed in the enterprise agreements).</p>
31	Permanent part-time overtime	<p><b>Entitlement already provided for in the enterprise agreement.</b></p> <p>This requirement is provided for in the enterprise agreement and will remain in the next enterprise agreement.</p> <p>Generally speaking, a part-time employee is only required to work their <u>agreed</u> contracted hours (subject to conditions that may be included in their contracts of employment and flexible workplace arrangements).</p>

Claim No.	Title of claim	Response to Claim
		<p>If a part-time employee <u>agrees</u> to work additional hours, this may constitute a variation to their work pattern, and those hours are paid at single-time rates.</p> <p>However, if a part-time employee is <u>directed</u> to work additional hours beyond their agreed hours, those hours must be paid at overtime rates.</p>
32	Reimbursement of parking fees	<p><b>Rejected.</b></p> <p>The claim in relation to this reimbursement is unaffordable (estimated additional costs being \$71,000 in year 1, \$71,000 in year 2, and \$71,000 in year 3 based on sonographers only (i.e. 15 sonographer per day @ \$10 per reimbursement for 240 working days) being provided with reimbursements for parking fees inclusive of FBT). The administration of this reimbursement would also be significant, complex and costly.</p> <p>We are of the view that commuting to and from work is a private matter, though we recognise the rising costs associated with such travel.</p>

Employee representative Kate MacKinnell

Claim No.	Title of claim	Response to Claim
1	Hospital Site Clerical Allowance	<p><b>Rejected.</b></p> <p>The claim to introduce an allowance is unaffordable (estimated additional costs being \$18,200 in year 1, \$18,200 in year 2, and \$18,200 in year 3 based on all support service staff at hospital sites – 15 staff in total inclusive of on costs) and we do not agree with the premise of the claim.</p> <p>The claim may create inequity between administration staff.</p> <p>Our administrative staff across all sites — including the Patient Booking Office and the Executive Office — perform an outstanding job in serving patients and undertaking their administrative responsibilities in a collegial and collaborative manner – supporting each other. Each role across the organisation is unique, with its own opportunities and challenges, and these vary depending on the specific site.</p> <p>Smaller sites operate with fewer staff who undertake a broader range of duties compared with larger sites. Goulburn’s distance from Canberra presents additional workforce and rostering challenges. Erindale, University Super Clinic and Dickson frequently operate as training sites for new staff, which brings both development opportunities and additional training responsibilities. Goulburn manages and actions the full workers’ compensation appointment workload for the organisation. Receivables staff process thousands of payments and follow up payments to ensure that we are paid what is earned, HR and Finance make sure we are all paid correctly, while PBS staff respond to thousands of patients’ calls each year. CSO staff manage all online appointment requests and report editions, ensuring timely triage and coordination. Gungahlin, USC, Belconnen, Erindale and Queanbeyan manage high volume of walk-in patients, requiring real-time workflow adjustments. Belconnen additionally supports the sonographer trainee program. The RIS team ensures a continuity of services and solves issues related to our RIS, including the completion of ‘Prior imaging’. The training team, not only train new staff and performs ongoing training, but support sites when needed.</p> <p>These responsibilities reflect the diverse operational needs across all sites and reinforce that a uniform allowance does not align with the differing operational requirements, patient interactions and administrative demands.</p>

Claim No.	Title of claim	Response to Claim
		<p>We address site-based differences through workforce management strategies, including allocating staff numbers appropriate to each site, implementing suitable management structures (for example, the appointment of 2IC Office Managers at Deakin and Bruce), and providing training to enable staff to competently perform a range of duties and tasks. The grade and level structure further recognises staff who take on increased skills and responsibilities.</p> <p>We acknowledge that hospital bookings and interactions with hospital patients require specific knowledge and processes. However, all administrative roles require good communication skills, ability to deal with competing priorities, attention to detail, and adherence to established procedures. We do not consider hospital bookings, or the work at hospital sites, to be more complex or more demanding than other types of bookings, interactions or administrative tasks completed by other administrative staff.</p> <p>However, having regard to the basis of the claim, we propose that an enhanced accelerated grade and level progression mechanism be included in the next enterprise agreement and include an additional level in Grade 5 of the support services classification.</p>

Australia Nursing & Midwifery Federation

Claim No.	Title of claim	Response to Claim
1	Current conditions	<p><b>Partially accepted.</b> We propose that the next enterprise agreement include similar or enhanced provisions, where appropriate.</p> <p>We do propose to remove some operational matters described in next the enterprise agreement to ensure align with section 172 of the <i>Fair Work Act 2009</i> (i.e. only include matters pertaining to the employer–employee relationship in an enterprise agreement).</p> <p>We also propose to describe all monetary allowance in hourly rates and provide enhanced drafting in the next enterprise agreement and a different layout to ensure that information is grouped and easier to identify and understand, among other proposed changes.</p>
2	Pay increases	<p><b>Partially accepted.</b> We acknowledge the cost-of-living pressures felt by staff. We seek to provide an appropriate pay increase to staff as part of the next enterprise agreement.</p> <p>We prefer to bargaining in a timely manner and put in place the next enterprise agreement as soon as possible. We do not propose to provide back pay.</p>
3	Underpayments clause	<p><b>Further information requested.</b> We seek further information about this claim.</p> <p>We wish to review the Fair Work Act and information published by the Fair Work Ombudsman in relation to underpayments of wages to see if there are benefits or issues associated with the inclusion of an underpayment clause in the next enterprise agreement.</p> <p><a href="https://www.fairwork.gov.au/workplace-problems/common-workplace-problems/i-think-ive-underpaid-my-employee">https://www.fairwork.gov.au/workplace-problems/common-workplace-problems/i-think-ive-underpaid-my-employee</a>.</p>
4	Higher Duties allowance	<p><b>Rejected.</b> We propose to enhance higher duties provisions for support services employees to better align with the Health Services Award. We do not propose to enhance higher duties provisions for others.</p>

Claim No.	Title of claim	Response to Claim
		We could not identify any circumstance where higher duties was provided to a nurse, noting our small complement of nurses and structure.
5	Qualification allowance	<b>Further information requested.</b> We seek further information about this claim. Please provide details of the types of additional qualifications that should attract an allowance. We seek to understand what is proposed and how it would apply in our context.
6 & 7	Parental leave and partner leave	<b>Partially accepted.</b> We propose to align our parental leave arrangements with the Sonic Radiology parental leave arrangements. This will see an increase in the amount of paid parental leave provided to the secondary caregivers.  The claim is, otherwise, unaffordable (estimated additional costs being \$13,000 based on 1 nurse being provided with the additional leave during the life of the enterprise agreement inclusive of on costs).
8	Increase personal/carer's leave	<b>Rejected.</b> The claim is unaffordable (estimated additional costs being \$10,700 in year 1, \$11,000 in year 2, and \$11,300 in year 3 based on nurses only being provided with the increased amount of personal/carer's leave).
9	Annual leave loading	<b>Rejected.</b> This entitlement was previously converted into additional remuneration under a former enterprise agreement; therefore, the benefit continues to be provided to all staff in the form of additional remuneration.  To provide this on top of the converted additional remuneration is unaffordable (estimated costs being \$8,400 in year 1, \$8,600 in year 2, and \$8,900 in year 3 based on nurses only being provided with the loading).
10	Reproductive leave	<b>Rejected.</b> The nature of the claim is broad and multifaceted, its management would be intricate, and otherwise, unaffordable (estimated additional costs being \$3,000 based on 1 nurse being provided with the additional leave during the life of the enterprise agreement inclusive of on costs).
11	Infectious disease leave	<b>Rejected.</b> We are of the view that much was learnt from COVID including quarantining.  Absences resulting from illness, including infectious conditions, are managed through existing personal/carer's leave entitlements.

Claim No.	Title of claim	Response to Claim
		The estimated additional costs being \$3,000 based on 1 nurse being provided with the additional leave during the life of the enterprise agreement inclusive of on costs.
12	Employees who are breastfeeding	<p><b>Rejected.</b> We are of the view that part of this claim (in relation to expressing milk) can be aligned with one's work requirements, however, it would be unpaid.</p> <p>We will seek to review arrangements to ensure that staff have access to appropriate facilities, where possible, and information about those facilities and arrangements.</p>
13	Family and Domestic Violence leave	<p><b>Rejected.</b> Our preference is to align this entitlement with the National Employment Standards and apply it at the rate provided for at law.</p>
14	Meal breaks	<p><b>Partially accepted.</b> We propose to ensure that the unpaid meal and overtime meal provisions require a break to be provided (unless there is an agreement to forgo that break between the Canberra Imaging and the relevant employee).</p>

Health Services Union

Claim No.	Title of claim	Response to Claim
1	No loss of any condition or entitlement	<p><b>Partially accepted.</b> We propose that the next enterprise agreement include similar or enhanced provisions, where possible.</p> <p>We do propose to remove some operational matters described in next the enterprise agreement to ensure align with section 172 of the <i>Fair Work Act 2009</i> (i.e. only include matters pertaining to the employer–employee relationship in an enterprise agreement).</p> <p>We also propose to describe all monetary allowance in hourly rates and provide enhanced drafting in the next enterprise agreement and a different layout to ensure that information is grouped and easier to identify.</p>
2	Annual increases to be backdated on schedule with the EA	<p><b>Rejected.</b> We prefer to bargaining in a timely manner and put in place the next enterprise agreement as soon as possible. We do not propose to provide back pay.</p>
3	Operation of the EA	<p><b>Partially accepted.</b> We seek to establish a stable employment framework with <u>a minimum duration</u> of three years.</p> <p>Enterprise agreement bargaining, and the implementation of a new enterprise agreement, involves significant time, resources, and organisational commitment. A longer-term agreement supports operational certainty, workforce stability, and continuity of service.</p>
4	Negotiations to start 3 months prior to the nominal expiry date	<p><b>Noted.</b> Commencement of bargaining for the following enterprise agreement is a matter for Canberra Imaging, employees and their union.</p> <p>We do not propose to include any reference to bargaining timeframes in the next enterprise agreement but agree that timely negotiations are preferable.</p>
5	Annual pay increases	<p><b>Partially accepted.</b> We seek to provide an appropriate pay increase to staff as part of the next enterprise agreement.</p>

Claim No.	Title of claim	Response to Claim
		The quantum of the increase is being considered as part of the total cost of the proposed arrangement. The proposed quantum is rejected as it is unaffordable.
6	Training and career development	<p><b>Agreed, in-principle.</b></p> <p>The current enterprise agreement has a mechanism to provide for training and the development of all staff.</p> <p>We will look to provide Education Allowance to all staff, subject to conditions such as all mandatory training must be completed prior to education funding being considered and Sonic Healthcare training resources being used first, where relevant.</p> <p>We will continue to support employees with payments associated with mandatory licences and registrations.</p> <p>We propose to abolish the current two-tier rate and implement a flat rate for all health services staff. The quantum of the education funding is being considered as part of the total cost of the next enterprise agreement.</p>
7	Review and reword additional payment	<p><b>Agreed, in principle.</b></p> <p>We agree to review the clause to ensure that it is clear.</p>
8	Superannuation increase	<p><b>Rejected.</b></p> <p>The claim is unaffordable (estimated additional costs being \$417,000 in year 1, \$581,000 in year 2, and \$762,000 in year 3 based on all Health Professionals excluding nurses being provided with the increased rate).</p>
9	Superannuation on Paid Parental Leave	<p><b>Rejected.</b></p> <p>We provide employer superannuation contributions to employees on employer provided paid parental leave as required by law (employer contributions are currently paid on specific allowances during the leave).</p> <p>From 1 July 2025, the Australian Government commenced paying a 12% <a href="#">superannuation contribution</a> (based on the <a href="#">Superannuation Guarantee rate</a>) on government-funded Paid Parental Leave (PPL) for babies born or adopted on or after that date.</p>
10	Stronger provisions around higher duties	<p><b>Partially accepted.</b></p> <p>We propose to enhance higher duties provisions for support services employees to better align with the Health Services Award. We also propose to review the wording of the clause to align with the Health Services award, where relevant.</p>

Claim No.	Title of claim	Response to Claim
11	Increase to Family and Domestic Violence Leave	<b>Rejected.</b> Our preference is to align this entitlement with the National Employment Standards and apply it at the rate provided for at law.
12	Review the annual leave clause	<b>Partially accepted.</b> We propose to amend the annual leave clause in the next enterprise agreement to incorporate provisions for shiftworkers and directing employees to take annual leave.  We do not propose to make any further changes as the National Employment Standards provide information relevant to annual leave.
13	Increase annual leave to 5 weeks for all employees	<b>Rejected.</b> The claim is unaffordable (estimated additional costs being \$642,000 in year 1, \$836,000 in year 2, and \$1,061,000 in year 3 based on all staff being provided with the increased amount of annual leave excluding those already provided with additional annual leave).  The lost number of productive hours associated with this claim is estimated to be 6,300 hours per annum.
14	Return of leave loading for all employees	<b>Rejected.</b> This entitlement was previously converted into additional remuneration under a former enterprise agreement; therefore, the benefit continues to be provided to all staff in the form of additional remuneration.  To provide this on top of the converted additional remuneration is unaffordable (estimated costs being \$463,000 in year 1, \$500,000 in year 2, and \$543,000 in year 3 based on all staff being provided with the loading).
15	Review long service leave clause	<b>Partially accepted.</b> We propose to amend the long service leave clause to note that long service leave is governed by relevant law.
16	Employee Representation and Workplace Delegate clause	<b>Partially accepted.</b> We propose to include a new and separate Employee Representation clause in the next enterprise agreement.  The cost of the proposed leave associated with this claim, based on 4 employee representatives is, \$7,300 in year 1, \$7,900 in year 2 and \$8,500 in year 3.
17	ADOs for all employees	<b>Rejected.</b> We do not propose to provide ADOs for all employees and it would adversely affect operations.

Claim No.	Title of claim	Response to Claim
18	Reproductive leave	<p><b>Rejected.</b></p> <p>The nature of the claim is broad, and multifaceted, its management would be intricate it is unaffordable (estimated costs being \$70,000 in year 1, \$77,000 in year 2, and \$85,000 in year 3 based on 20 staff taking reproductive and a maximum of 5 days of paid leave provided).</p>
19	Review of overtime of permanent part-time	<p><b>Entitlement already provided for in the enterprise agreement.</b></p> <p>This requirement is provided for in the enterprise agreement and will remain in the next enterprise agreement.</p> <p>Generally speaking, a part-time employee is only required to work their <u>agreed</u> contracted hours (subject to conditions that may be included in their contracts of employment and flexible workplace arrangements).</p> <p>If a part-time employee <u>agrees</u> to work additional hours, this may constitute a variation to their work pattern, and those hours are paid at single-time rates.</p> <p>However, if a part-time employee is <u>directed</u> to work additional hours beyond their agreed hours, those hours must be paid at overtime rates.</p>
20	Casual engagement to 4 hours per shift	<p><b>Rejected.</b></p> <p>We propose to maintain the minimum shift to 3 hours as it supports operational arrangements. If a casual employee does not wish to work a 3-hour shift, they can reject the offer of employment for that shift.</p> <p>Note that in the period from July 2025 no casual employee has been rostered to do less than a 4-hour shift. Casual employees make up less than 3% of our full-time equivalent staff.</p>
21	Creation of a clinical assistant classification	<p><b>Rejected.</b></p> <p>Under the Health Services Award clinical assistant-type roles are covered by Support Services classification (refer to <a href="#">Health Professionals and Support Services Award 2020</a>, Schedule A—Classification Definitions, clause A.1.1(b) i.e. medical imaging support).</p> <p>We are of the view that alignment with the Health Services Award is preferable, and it supports operational requirements and administration of this small group of staff.</p>

Claim No.	Title of claim	Response to Claim
22	Better classification structure for sonographers	<p><b>Rejected.</b></p> <p>We seek to ensure that the grades and levels listed in the next enterprise agreement support the operation of the business and will make some adjustments to the information about them.</p> <p>We do not propose to ‘redo the sonographer classification’ as the structure operates.</p> <p>We acknowledge that the relevant SOP may need updating.</p>
23	EA sign on bonus	<p><b>Rejected.</b></p> <p>The claim may create inequity between existing staff and new staff, or set an unsustainable precedent for future enterprise agreements.</p> <p>We prefer to direct available funding toward wage increases for all staff, including those who start after the commencement of the next enterprise agreement, rather than lump-sum payments (which are taxed and may not count for superannuation purposes).</p> <p>If a sign on bonus of \$1,000 per FTE was provided upon commencement of the next enterprise agreement the cost of this would be \$209,000.</p>
24	Increase to the superannuation rate	<b>See response to HSU claim 8.</b>
25	Increase to superannuation payable (SVB & On-Call)	<p><b>Not applicable</b></p> <p>Based on our current understanding of the claim, it does not seem to be applicable.</p> <p>Superannuation guarantee law determines what payments count for superannuation purposes. Refer to <a href="https://www.ato.gov.au/businesses-and-organisations/super-for-employers/paying-super-contributions/how-much-super-to-pay/list-of-payments-that-are-ordinary-time-earnings">https://www.ato.gov.au/businesses-and-organisations/super-for-employers/paying-super-contributions/how-much-super-to-pay/list-of-payments-that-are-ordinary-time-earnings</a>.</p>
26	Tutor allowance increase or creation of a Tutor Classification	<p><b>Partially accepted.</b></p> <p>We seek to make some adjustments to some allowances.</p> <p>The quantum of that increase is being considered as part of the total cost of the next enterprise agreement.</p>

Claim No.	Title of claim	Response to Claim
		<p>The reason for the proposal to create a Tutor Classification as an alternative is neither specified nor supported.</p> <p>An update to the relevant SOP could provide relevant information about tutors, if required.</p>
27	Nuchal Translucency Coordinator allowance increase	<p><b>Rejected.</b></p> <p>We do not propose to increase this allowance. We with to further considered these duties and how they are best conducted.</p>
28	Increase to allowances	<p><b>Partially accepted.</b></p> <p>We seek to make some adjustments to some allowances.</p> <p>The quantum of that increase is being considered as part of the total cost of the next enterprise agreement.</p> <p>In relation to the claim for an increase to the on-call allowance, it is rejected as the claim is unaffordable (estimated additional costs being \$56,000 in year 1, \$56,000 in year 2, and \$56,000 in year 3 based on all staff only being provided with the increased rate).</p> <p>The on-call allowance is paid to compensate staff for being '<i>available and ready to work</i>' should the need arise. It is not intended to reflect the complexity or responsibility of any work that may be performed if a staff member is called in. Where staff are required to attend and undertake work, overtime provisions apply for the hours worked.</p> <p>Accordingly, the reasoning outlined in the claim for an increase to the on-call allowance does not appear to align with the purpose for which it is provided.</p>
29	Retention and attraction loading	<p><b>Rejected.</b></p> <p>The claim is unaffordable and we don't believe that it will have the intended outcome (estimated additional costs being \$301,000 in year 1, \$327,000 in year 2, and \$356,000 in year 3 based on all staff only being provided with a loading when they complete two years of service paid at 2% of salary).</p>
30	Increase annual leave to 6 weeks.	<p><b>Refer to HSU claim 13 which requested an annual leave increase to 5 weeks.</b></p> <p>The claim is unaffordable (estimated additional costs being \$1,126,000 in year 1, \$1,358,000 in year 2, and \$1,628,000 in year 3 based on all staff only being provided 6 weeks of annual leave).</p>
31	Return on leave loading	<p><b>Refer to HSU claim 14.</b></p>

Claim No.	Title of claim	Response to Claim
32	Paid study leave for trainees	<p><b>Agreed, in-principle.</b></p> <p>We are of the view that this claim is addressed through the existing education funding and professional development provisions.</p> <p>We also acknowledge that study requirements may change over time and that individual universities set their own specific requirements. As such, we do not propose including a specified number of study days in the next enterprise agreement for trainees. However, we agree that education funding may be utilised to support study needs, subject to operational requirements and the individual needs of the trainee.</p> <p>It is estimated that the cost of 5 days of study leave per year, per trainee is \$1,850.</p>
33	Increase in sick leave/carer's leave days	<p><b>Rejected.</b></p> <p>The claim is unaffordable (estimated additional costs being \$1,079,000 in year 1, \$1,237,000 in year 2, and \$1,420,000 in year 3 based on all staff being provided with the increased amount of personal/carer's leave (an additional 10 days)).</p>
34	Health and fitness payment	<p><b>Rejected.</b></p> <p>We provide wellness support to staff. This currently includes, but is not limited to, access to Fitness Passport.</p> <p>The claim is, otherwise, unaffordable (estimated additional costs being \$42,000 in year 1, \$42,000 in year 2, and \$42,000 in year 3 based on all relevant staff being provided with the entitlement).</p> <p>Additional costs may be incurred subject to whether this is paid as a reimbursement or allowance (e.g. FBT).</p>
35	Sonographer one-off productivity adjustments	<p><b>Rejected.</b></p> <p>The claim is unclear in terms of the productivity that will be provided by an allowance. SVB provides a mechanism to recognise productivity.</p>
36	SVB be noted in the enterprise agreement	<p><b>Rejected.</b></p> <p>We neither propose to abolish the SVB arrangement nor incorporate it into the next enterprise agreement.</p> <p>It has operated without an express provision in the enterprise agreement to date.</p>
37	SVB calculations	<p><b>Rejected.</b></p>

Claim No.	Title of claim	Response to Claim
		Since we do not propose to abolish the SVB arrangement, nor to include it in the next enterprise agreement, any adjustment to the calculation rate is a matter for management to consider outside the bargaining process for the next agreement.
38	Retention Allowance review	<p><b>Not applicable.</b></p> <p>There is no retention allowance in the current enterprise agreement, and we do not propose to introduce one as our retention rates, most areas, are stable and reflect our commitment to valuing our current staff.</p> <p>As noted above, the claim is also unaffordable and we don't believe that it will have the intended outcome (estimated additional costs being \$301,000 in year 1, \$327,000 in year 2, and \$356,000 in year 3 based on all staff only being provided with a loading when they complete two years of service paid at 2% of salary).</p>
39	Change of roster/shift allowance	<p><b>Rejected.</b></p> <p>We propose to include a rostering provision in the next enterprise agreement to ensure that rostering arrangements are fair and that any changes occur in prescribed circumstances.</p> <p>We acknowledge that short-notice roster changes can significantly impact staff, and we are committed to minimising these disruptions wherever possible. Reducing the frequency of last-minute changes remains a key priority. However, implementing stricter controls around late roster adjustments may reduce overall flexibility for all staff, including the ability to approve certain discretionary leave requests.</p> <p>We are also exploring the implementation of new systems to better support rostering processes. We anticipate that these systems will help streamline rostering and improve overall efficiency once implemented.</p> <p>The claim is also unaffordable (estimated additional costs being \$52,000 in year 1, \$52,000 in year 2, and \$52,000 in year 3 based on all staff only being provided with the allowance and there being 85 short notice changes per month).</p>
40	Increase in annual leave	<b>Refer to HSU claim 13 and 30 which requested an annual leave increase to 5 and 6 weeks.</b>
41	Leave approval/denial	<b>Further details of this claim are requested.</b>

Claim No.	Title of claim	Response to Claim
42	Mental health/wellness leave	<p><b>Rejected.</b></p> <p>Personal/carer's leave may be able to be accessed by eligible staff for mental health related illnesses or injuries.</p> <p>The claim is also unaffordable (estimated additional costs being \$290,000 in year 1, \$313,000 in year 2, and \$340,000 in year 3 based on all staff only being provided with 3 days of paid mental health/wellness leave per year).</p> <p>The lost number of productive hours associated with this claim is estimated to be 3,770 hours per annum.</p>
43	Pandemic leave/infection control leave	<p><b>Rejected.</b></p> <p>We are of the view that much was learnt from the pandemic including quarantining and operation arrangements that support leave requirements.</p>
44	ADOs	<p><b>Rejected.</b></p> <p>We do not propose to provide ADOs for all employees and it would adversely affect operations.</p>
45	Review of access to annual leave	<p>Section 88 of the <i>Fair Work Act 2009</i> describes the taking of annual leave. This section of the Act is part of the National Employment Standards.</p> <p>The Annual Leave SOP is not part of the enterprise agreement and any adjustment to it is a matter for management to consider outside the bargaining process for the next agreement.</p>
46	Meetings outside of work hours	<p><b>Entitlement already provided for in the Fair Work Act and enterprise agreement.</b></p> <p>Meetings are not to be held outside of the span of hours specified in the enterprise agreement unless agreed and overtime is paid (depending on the individual circumstances).</p> <p>Full-time staff member is paid to work within the specified hours (i.e. 38 hours per week averaged over a 4-week period between the hours of 7:00am to 9:00pm, weekdays - i.e. their working hours). A part-time staff member paid to work their agreed hours of work and a casual employee is paid for completing rostered work.</p> <p>We are of the view that the enterprise agreement already provides for the payment of staff attending mandatory meetings within the span of hours listed in the enterprise agreement.</p> <p>The National Employment Standards, which are contained in the <i>Fair Work Act 2009</i>, provides that an employer must not request or require an employee to work more than their specified hours of work in a week, unless the additional</p>

Claim No.	Title of claim	Response to Claim
		<p>hours are reasonable. What is <i>reasonable</i> depends on the circumstances which are listed in the National Employment Standards. An employee may refuse to work additional hours if they are unreasonable. Refer to: <a href="https://www.fairwork.gov.au/tools-and-resources/fact-sheets/minimum-workplace-entitlements/maximum-weekly-hours">https://www.fairwork.gov.au/tools-and-resources/fact-sheets/minimum-workplace-entitlements/maximum-weekly-hours</a>.</p> <p>We recognise that staff have personal commitments and aim to balance these with workplace needs when scheduling meetings early in the morning or in the evening (but within the span of hours listed in the enterprise agreements).</p>
47	Hospital staff allowance	<p><b>Rejected.</b></p> <p>The claim to introduce an allowance is unaffordable (estimated additional costs being \$85,000 in year 1, \$85,000 in year 2, and \$85,000 in year 3 based on all Health Professionals at hospital sites being provided \$10 per day – 28 staff) and we do not agree with the premise of the claim.</p>
48	Rostering	<p><b>Partially accepted.</b></p> <p>We propose to include a rostering provision in the next enterprise agreement to ensure that rostering arrangements are fair and that any changes occur in prescribed circumstances.</p>
49	Additional x-ray on-call radiographer	<p><b>Not applicable.</b></p> <p>We are of the view that the appointment of an additional x-ray on call radiographer is an operational matter for discussion outside of enterprise agreement bargaining.</p> <p>We also question whether the incorporation of such a matter in the next enterprise agreement would be a <i>permitted matter</i> for the purposes of section 172(1) of the <i>Fair Work Act 2009</i> (i.e. matters pertaining to the employer–employee relationship). Refer to <a href="https://www.fwc.gov.au/permitted-matters">https://www.fwc.gov.au/permitted-matters</a>.</p>
50	Cultural leave	<p><b>Rejected.</b></p> <p>The claim is also unaffordable (estimated additional costs being \$290,000 in year 1, \$313,000 in year 2, and \$340,000 in year 3 based on all staff only being provided with 3 days of paid cultural leave per year).</p> <p>The lost number of productive hours associated with this claim is estimated to be 3,770 hours per annum.</p>