

GenesisCare Oncology NSW Patient Services and Radiation Therapists Enterprise Agreement 2022

DRAFT PROPOSED AGREEMENT – FOR FEEDBACK - 2 MARCH 2022

Contents

| | | |
|-----|---|----|
| 1. | TITLE AND OPERATION..... | 3 |
| 2. | COVERAGE..... | 3 |
| 3. | RELATIONSHIP WITH OTHER INDUSTRIAL INSTRUMENTS | 3 |
| 4. | DEFINITIONS..... | 3 |
| 5. | TYPES OF EMPLOYMENT | 4 |
| 6. | FULL-TIME EMPLOYMENT | 4 |
| 7. | PART-TIME EMPLOYMENT | 5 |
| 8. | CASUAL EMPLOYMENT..... | 5 |
| 9. | HOURS OF WORK | 5 |
| 10. | ACCRUED DAY OFF – RADIATION THERAPIST CLASSIFICATIONS | 6 |
| 11. | SPAN OF ORDINARY HOURS..... | 6 |
| 12. | MEAL BREAKS | 6 |
| 13. | ROSTER | 6 |
| 14. | OVERTIME | 7 |
| 15. | OVERTIME RATES FOR CASUALS..... | 7 |
| 16. | TIME OFF IN LIEU (TOIL) | 8 |
| 17. | REST PERIOD AFTER OVERTIME..... | 8 |
| 18. | OVERTIME REST BREAKS | 8 |
| 19. | RECALL TO WORK | 9 |
| 20. | WEEKEND PENALTY RATES | 9 |
| 21. | SHIFT ALLOWANCE | 9 |
| 22. | TRAVEL TO OTHER SITES AND ROSTER ALLOWANCE..... | 9 |
| 23. | HIGHER DUTIES | 11 |
| 24. | ON CALL ALLOWANCE | 11 |
| 25. | PROFESSIONAL DEVELOPMENT ALLOWANCE FOR RADIATION THERAPY EMPLOYEES | 12 |
| 26. | REGISTRATION FOR RADIATION THERAPISTS | 12 |
| 27. | WAGES | 13 |
| 28. | SUPERANNUATION | 13 |
| 29. | APPOINTMENTS AND PROGRESSION WITHIN CLASSIFICATION LEVELS FOR FULL-TIME AND PART-TIME EMPLOYEES | 13 |
| 30. | EMPLOYEES WHO DO NOT MEET EXPECTATIONS IN THEIR END OF YEAR PERFORMANCE REVIEW RATING..... | 16 |
| 31. | PROGRESSION WITHIN CLASSIFICATION LEVELS FOR CASUAL EMPLOYEES | 16 |
| 32. | ANNUAL LEAVE | 16 |
| 33. | PERSONAL/CARER'S LEAVE | 19 |
| 34. | UNPAID CARERS LEAVE..... | 21 |
| 35. | COMPASSIONATE LEAVE | 21 |
| 36. | LONG SERVICE LEAVE..... | 22 |
| 37. | PARENTAL LEAVE AND RELATED ENTITLEMENTS..... | 22 |

| | | |
|-----|--|----|
| 38. | FAMILY AND DOMESTIC VIOLENCE LEAVE | 22 |
| 39. | COMMUNITY SERVICE LEAVE | 22 |
| 40. | CERMONIAL LEAVE | 22 |
| 41. | PROFESSIONAL DEVELOPMENT LEAVE FOR RADIATION THERAPISTS | 22 |
| 42. | PUBLIC HOLIDAYS | 23 |
| 43. | TERMINATION OF EMPLOYMENT | 24 |
| 44. | REDUNDANCY | 25 |
| 45. | CONSULTATION PROCEDURE | 27 |
| 46. | INDIVIDUAL FLEXIBILITY ARRANGEMENTS | 30 |
| 47. | DISPUTE RESOLUTION PROCEDURE | 31 |
| | SCHEDULE 1 – CLASSIFICATION DEFINITIONS (RADIATION THERAPISTS) | 33 |
| | SCHEDULE 2 – CLASSIFICATION DEFINITIONS (PATIENT SERVICES) | 34 |
| | SCHEDULE 3 – WAGES (RADIATION THERAPISTS) | 35 |
| | SCHEDULE 4 – WAGES (PATIENT SERVICES) | 36 |
| | SCHEDULE 5 – ALLOWANCES | 37 |

1. TITLE AND OPERATION

- 1.1 This Agreement shall be known as the GenesisCare Oncology NSW Patient Services and Radiation Therapists Enterprise Agreement 2022 (**Agreement**).
- 1.2 This Agreement shall start to operate on the first full pay period commencing seven (7) days after its approval by the Fair Work Commission and shall remain in force until 30 June 2025 and thereafter in accordance with the *Fair Work Act 2009* (Cth) (**FW Act**).
- 1.3 This Agreement:
- (a) represents the consolidation of wages and conditions of employment for the Employees covered by this Agreement;
 - (b) subject to subclause 3.2, constitutes the entire agreement between GenesisCare and the Employees as to its subject matter and, subject to subclause 27.2, supersedes all prior representations and agreements in connection with that subject matter; and
 - (c) may only be altered or varied by agreement in accordance with the provisions of the *Fair FW Act*.
- 1.4 The National Employment Standards (**NES**) shall prevail over this Agreement to the extent that the NES provides a more favourable outcome for an Employee.

2. COVERAGE

- 2.1 This Agreement covers:
- (a) Radiation Oncology Associates Pty Limited ACN 152 415 373 and GenesisCare Northern Holdings Pty Limited ACN 635 232 021 located in the state of New South Wales (**GenesisCare**);
 - (b) the Employees of GenesisCare who are employed to work in the classifications in Schedule 1 and 2 of this Agreement (**Employees**); and
 - (c) Subject to the requirements of the FW Act, Health Services Union.

3. RELATIONSHIP WITH OTHER INDUSTRIAL INSTRUMENTS

- 3.1 This Agreement is intended to cover all matters pertaining to the employment relationship and represents a complete statement of the mutual rights and obligations between GenesisCare and the Employees to the exclusion of any other award or agreement including, without limitation, the Health Professionals and Support Services Award 2020 (**Award**).
- 3.2 Where there is any inconsistency between the terms of this Agreement and the NES in the FW Act, the NES will apply to the extent that it provides a more favourable outcome for an Employee.

4. DEFINITIONS

For the purposes of this Agreement:

- 4.1 **"FWC"** shall mean the Fair Work Commission or its successor.
- 4.2 **"Employee"** means a person employed by GenesisCare in a classification defined in Schedule 1 and 2 of this Agreement.
- 4.3 **"GenesisCare"** means Radiation Oncology Associates Pty Limited (ACN: 152 415 373) and GenesisCare Northern Holdings Pty Limited (ACN: 635 232 021)
- 4.4 **"Company"** shall have the same meaning as GenesisCare.
- 4.5 **"Ordinary time rate"** shall mean the hourly rates, as applicable to an employee's classification and pay point at the time, defined in Schedule 3 and 4 of this Agreement.
- 4.6 **"Award"** means the *Health Professional and Support Services Award 2020*.
- 4.7 **"Immediate family" of an employee means:**
- (a) a spouse (including former spouse), de facto partner (including former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
 - (c) de facto partner of an employee:
 - (i) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) includes a former de facto partner of the employee.
- 4.8 **"Service" and "Continuous Service"** shall be as per section 22 of the Fair Work Act 2009.

5. TYPES OF EMPLOYMENT

- 5.1 At the time of engagement, GenesisCare will inform an Employee in writing of the basis of their employment and classification level. This may form part of a contract of employment.
- 5.2 An Employee may be engaged on the following basis:
- (a) full-time;
 - (b) part-time; or
 - (c) casual.

6. FULL-TIME EMPLOYMENT

- 6.1 A full-time employee is an employee engaged to work an average of 38 hours per week in a fortnight or 4-week period.

7. PART-TIME EMPLOYMENT

- 7.1 A part-time employee is an employee who:
- (a) is engaged to work less than an average of 38 hours per week; and
 - (b) has reasonably predictable minimum hours of work.
- 7.2 Before commencing part-time employment, GenesisCare will agree with the Employee in writing as to a regular pattern of work, including the minimum number of hours to be worked each week, fortnight or 4-week period, and the days of work. The terms of the agreement may be mutually varied in writing including the rostering of additional hours in accordance with organisational requirements.
- 7.3 Notwithstanding the overtime provisions prescribed in this Agreement, a part-time Employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time Employee which exceeds 10 hours, if rostered, per day, 76 hours per fortnight or 152 hours in a 4 weeks period, will be paid in accordance with clause 14- OVERTIME .
- 7.4 No part-time Employee shall be directed to work in excess of their rostered ordinary hours at the ordinary time rate.

8. CASUAL EMPLOYMENT

- 8.1 A casual employee is an employee who:
- (a) has been given an offer of employment by the Company which is made on the basis that the Company makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the employee; and
 - (b) the employee accepts the offer on that basis; and
 - (c) the employee is an employee of the Company as a result of that acceptance.
- 8.2 Casual Employees will be paid an hourly rate calculated on the basis of adding a 25% loading to the applicable ordinary time rate of pay for their classification and applicable pay point outlined in Schedule 3 and 4. The casual loading is in lieu of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- 8.3 Offers and requests for casual conversion
- (a) Offers and / or requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 47 - DISPUTE RESOLUTION PROCEDURE.

9. HOURS OF WORK

- 9.1 The ordinary hours of work for a full-time Employee employed in the Patient Services classifications are an average of 38 hours per week in a fortnight or 4-week period.

- 9.2 The hours of work shall be rostered to provide two days free from ordinary duty/hours per week.
- 9.3 ORDINARY HOURS FOR RADIATIONS THERAPISTS IS TO BE DETERMINED PENDING OUTCOME OF NEGOTIATIONS

10. ACCRUED DAY OFF – RADIATION THERAPIST CLASSIFICATIONS

TO BE DETERMINED PENDING OUTCOME OF NEGOTIATIONS

11. SPAN OF ORDINARY HOURS

11.1 The span of ordinary hours of work shall be:

- (a) 6am to 8pm, Monday to Friday; and
- (b) 8am to 4.30pm on Saturday.

12. MEAL BREAKS

12.1 Unpaid meal Breaks:

- (a) An Employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 minutes.
- (b) The time of taking the meal break may be varied by agreement between GenesisCare and the Employee.
- (c) An Employee who works not more than 6 hours may elect to forgo the meal break, with the consent of GenesisCare.

12.2 Paid tea breaks:

- (a) An Employee will be entitled to a paid 10-minute tea break in each 4 hours worked at a time to be agreed between GenesisCare and the Employee.
- (b) Subject to agreement between GenesisCare and the Employee, such breaks may be taken as one 20-minute tea break.
- (c) Tea breaks will be counted as time worked.

13. ROSTER

- 13.1 GenesisCare will notify Employees of their rostered location a minimum of seven days in advance.
- 13.2 GenesisCare may change an employee's rostered hours and or location by giving the employee forty-eight (48) hours' notice or a lesser period if agreed to by the employee. Except that, a roster may be altered at any time to enable the functions of GenesisCare to be carried out where another employee is absent from work due to illness / injury, carer's responsibilities or in an emergency.
- 13.3 A Roster allowance may be applicable in accordance with clause 22 - TRAVEL TO OTHER SITES AND ROSTER ALLOWANCE.

14. OVERTIME

- 14.1 Overtime, that is authorised time worked, will be paid when an Employee (full-time, part-time and casual) works:
- (a) in excess of seventy-six (76) hours in a two (2) week work cycle; or
 - (b) in excess of one-hundred and fifty-two (152) hours in a four (4) week work cycle; or
 - (c) in excess of ten (10) hours on any one day;
- 14.2 Wherever possible, overtime should be approved in writing, in advance of the overtime being worked by the appropriate manager. If advance approval cannot be obtained, a written request should be sent to the one up manager as soon as possible.
- 14.3 It should be agreed prior to the overtime being worked if the overtime is to be paid or taken as Time Off in Lieu of payment. Where there is no agreement, the overtime worked will be paid at the applicable overtime rates.
- 14.4 Overtime for part-time and full-time Employees Monday to Saturday will be paid at a rate of:
- (a) 150% of their ordinary time rate, for the first two (2) hours;
 - (b) 200% of their ordinary time rate thereafter.
- 14.5 Part-time and full-time employees working overtime on a Sunday will be entitled to 200% of their ordinary time rate for the entire shift.
- 14.6 Part-time and full-time employees working overtime on a public holiday will be entitled to 250% of their ordinary time rate for the entire shift.
- 14.7 Overtime rates under subclause 14.4 will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 20- WEEKEND PENALTY RATES and clause 21 - SHIFT ALLOWANCE.

15. OVERTIME RATES FOR CASUALS

- 15.1 Overtime for casual Employees will be paid at the following rates:
- (a) Monday to Saturday—187.5% of their ordinary time rate for the first two (2) hours and 250% of their ordinary time rate after two (2) hours;
 - (b) Sunday—250% of their ordinary time rate; and
 - (c) Public Holidays—312.5% of their ordinary time rate.
- 15.2 Overtime rates under subclause 15 will be in substitution for and not cumulative upon the penalties and casual loading prescribed in clauses 8.2 - CASUAL EMPLOYMENT, 20 - WEEKEND PENALTY RATES and clause 21 - SHIFT ALLOWANCE.
- 15.3 The casual loading is not paid in addition to the rates outlined in subclause 15.1 as the overtime rates for casual Employees have been calculated by adding the casual

loading prescribed by subclause 8.2 to the minimum hourly rate before applying the overtime rates for full-time and part-time Employees prescribed by subclause 14.4.

16. TIME OFF IN LIEU (TOIL)

- 16.1 In lieu of payment for authorised overtime, a part-time or full-time Employee may, by agreement with GenesisCare, be granted time off at a mutually convenient time that is equivalent to the number of additional hours that were worked as overtime (i.e. one hour overtime worked = one hour of accrued time).
- 16.2 Overtime taken on a time in lieu basis is to be taken in periods mutually agreed between the Employer and the Employee.
- 16.3 TOIL may only accrue to a maximum of 10 hours.
- 16.4 Accrued and untaken TOIL will be paid out to the Employee at the overtime rate applicable to the overtime when worked in accordance with the following:
- (a) Where TOIL has been unable to be taken within a 3-month period from when the overtime was worked, or
 - (b) at the request of the Employee at any time, or
 - (c) if the Employee's employment is terminated.

17. REST PERIOD AFTER OVERTIME

- 17.1 Where an Employee works so much overtime that a period of ten (10) hours would not elapse prior to the commencement of their ordinary hours on the next shift, they must be allowed a ten (10) hour break without loss of pay.
- 17.2 Where an Employee is directed to work without having had a ten (10) hour break as described in 2, the Employee must be paid as follows:
- (a) for a full-time or part-time employee—at a rate of 200% of the ordinary time rate applicable to their classification and pay point until being released from duty; and
 - (b) for a casual employee—at a rate of 250% of the ordinary time rate applicable to their classification and pay point until being released from duty.
- NOTE: The casual loading is not paid as the overtime rate for casual employees has been calculated by adding the casual loading prescribed by subclause 8.2 to the ordinary time rate before applying the overtime rates for full-time and part-time employees prescribed by subclause (a) above.
- (c) Upon being released from duty, the employee is entitled to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during their absence.

18. OVERTIME REST BREAKS

- 18.1 An Employee working overtime will take a paid rest break of 20 minutes after each four (4) hours of overtime worked if required to continue work after the break.

19. RECALL TO WORK

- 19.1 An Employee who is recalled to work overtime after leaving the GenesisCare's premises will be paid for a minimum of 2 hours' work at the appropriate overtime rate.
- 19.2 Recall means an Employee is called back to perform duties on the same day after completing a shift that was not pre-planned or rostered.

20. WEEKEND PENALTY RATES

- 20.1 For all ordinary hours worked by a full-time or part-time Employee between midnight Friday and midnight Sunday will be paid 150% of their ordinary time rate.
- 20.2 A casual Employee who works between midnight Friday and midnight Sunday will be paid 175% of their ordinary time rate for all time worked but will not be paid the casual loading of 25%.

21. SHIFT ALLOWANCE

- 21.1 An Employee other than a casual whose ordinary hours are rostered to commence before 6:00am or rostered to finish after 8:00pm, will be paid a shift allowance of 10% in addition to their ordinary time rate of pay for all ordinary hours worked in the shift.
- 21.2 A casual Employee who works the hours specified in subclause 21 will be paid a shift allowance of 37.5% in addition to their ordinary time rate of pay for all ordinary hours worked in the shift. This shift allowance will not attract the casual loading of 25%. For clarity the 37.5% shift allowance is calculated to be inclusive of the casual loading by adding the casual loading of 25% to the ordinary time rate applicable to the Casual Employee before applying the 10% shift allowance.
- 21.3 The shift allowances prescribed in subclause 21 and 21.2 will not apply to any ordinary hours worked by an employee on Saturday, Sunday or public holidays where the extra payment prescribed in clause 20—WEEKEND PENALTY RATES and subclause 42.5—Public holidays, apply.

22. TRAVEL TO OTHER SITES AND ROSTER ALLOWANCE

- 22.1 Travel to sister sites:
- (a) At the time of engagement, GenesisCare will inform an Employee in writing of their Base Location. This Base Location may change during the course of employment by mutual agreement in writing between GenesisCare and the Employee.
- (b) Notwithstanding subclause 22.1(a), an Employee can be rostered to work at any site which is a Sister Site to their Base Location listed in subclause 22.2. No roster allowance or mileage is payable when an Employee is required to commence their shift at a Sister Site, including instances outlined in subclause 13.2 regarding changes to rosters with less than 48-hours' notice.
- (c) However, employees who are required to travel to a sister site during a shift and are required to use their own vehicle will be paid the mileage for the kilometres travelled between the sister sites during the shift. Mileage will be paid in accordance with the Australian Taxation Office (ATO) cents per kilometre rates.

Where travel between sites requires an employee to pay road tolls as it provides a material time saving, then tolls will be payable as an expense reimbursement.

22.2 Sister Sites:

- (a) The Employer will set the composition of sister sites based on the operational requirements of the business and the proximity of each location, including any introduction of new sites.
- (b) The current sister sites are defined as follows:

| Base Location | Sister Site |
|-------------------------------|--|
| Concord | Macquarie University Hospital, Hurstville, Norwest |
| Macquarie University Hospital | Norwest, Concord |
| Norwest | Kingswood, Macquarie University Hospital |
| Kingswood | Norwest |
| Hurstville | Concord, St Vincent's |
| St Vincent's | Hurstville, North Shore |
| Mater | St Vincent's, North Shore, Frenchs Forest |
| Frenchs Forest | North Shore, Mater |
| North Shore | St Vincent's, Mater, Frenchs Forest |
| Newcastle | Maitland |
| Maitland | Newcastle |

22.3 Travel to non-sister sites:

- (a) When an employee (excluding a casual Employee) is rostered to work at a non-sister site which is 40 kilometres or less from their Base Location (one way), including instances outlined in subclause 13.2 - Roster, the employee will receive a roster allowance specified in Schedule 5, per shift.
- (b) Employees still have the option to claim kilometres as a taxable work expense as the roster allowance provision is not for travel but for a roster adjustment.
- (c) If an employee is required to travel to a non-sister site during their shift, mileage for the kilometres travelled between sites will be paid in accordance with the ATO cents per kilometre rates, however no roster allowance is payable as travel is during the Employee's shift. Where travel between sites requires an employee to pay road tolls as it provides a material time saving, then tolls will be payable as an expense reimbursement.

22.4 Travelling more than 40 kilometres one way from Base Location:

- (a) Where an Employee (including a casual Employee) is required to travel to a non-sister site which is located more than 40 kilometres from their Base Location (one way), the following will apply:
 - (i) Mileage will be paid in accordance with the ATO cents per kilometre rates. Mileage will be calculated by determining the additional kilometres driven to the non-sister site. The calculation is:

(Kms driven from the Employee's home to non-sister site) minus (Kms normally driven from the employee's home to Base Location) = Kms to be reimbursed.

- (ii) Where travel between sites requires an employee to pay road tolls as it provides a material time saving, then tolls will be payable as an expense reimbursement.
- (iii) The Roster Allowance will not be payable when mileage as per subclause 22.4(a)(i) is paid.

22.5 Exclusions:

- (a) Subclause 22.3 does not apply to casual Employees.
- (b) Subclause 22.3 and 22.4 does not apply:
 - (i) for long-term roster changes where an employee has agreed to travel to another location for more than 6 weeks;
 - (ii) permanent roster adjustments and changes which are by mutual agreement between the Employee and GenesisCare: and
 - (iii) where an employee has made a request to work from a different location.

23. HIGHER DUTIES

23.1 An Employee who is employed in the Radiation Therapists classifications as per Schedule 1 and is authorised to assume the duties of another Employee at a higher classification under this Agreement for a period of five (5) consecutive working days or more will be paid for the period for which they assumed such duties at not less than the entry level pay point rate prescribed for the classification applying to the Employee so relieved. For example, a Radiation Therapist on higher duties as a Unit Leader Level 1, will be paid the Unit Leader Level 1, Pay Point 1 rate of pay.

- (a) For clarity, a public holiday that is not worked does not count towards the 5 consecutive working days. For example, where an Employee commences higher duties on Monday and there is a public holiday on Friday (that is not worked), to be eligible for the higher duties allowance the Employee would be required to resume the higher duties on the immediate business working day following the public holiday to meet the five (5) day criteria.

23.2 An Employee who is employed in the Patient Services classifications as per Schedule 2 and is authorised to assume the duties of another Employee at a higher classification under this Agreement for 1 day or more will be paid for the period for which they assumed such duties at not less than the entry level pay point rate prescribed for the classification applying to the Employee so relieved.

23.3 Where a public holiday falls during a period where an employee is performing higher duties in accordance with sub-clause 23.1 and 23.2, the public holiday will not attract the higher duties allowance unless the employee works on the public holiday and the employee is assuming the duties of the higher classification on the public holiday.

24. ON CALL ALLOWANCE

24.1 An Employee (excluding casuals) required by their manager to be on-call will receive the following additional amount for each day (24 hours) or part thereof when they are required to be on-call:

- (a) \$51 per day - when the on-call period is on a rostered day off (including public holidays).
- (b) The on-call allowance will increase each year in accordance with Schedule 5.

24.2 While on-call, an Employee is required to have their mobile phone switched on and be available to answer calls personally. Employees must be ready to attend the required centre within a timeframe as agreed by their manager.

24.3 Employees who are called in to work while rostered on call will be paid a minimum of two (2) hours from the time they commence work. Employees will be paid at the relevant overtime rates as prescribed in clause 14 - OVERTIME.

25. PROFESSIONAL DEVELOPMENT ALLOWANCE FOR RADIATION THERAPY EMPLOYEES

25.1 Full-time and part-time Employees employed in the Radiation Therapy classifications as per Schedule 1 will be entitled to a Professional Development Reimbursement of \$1,000 per annum (calendar year). The Professional Development Reimbursement will be available in full on 1 January each year and will accrue from year to year provided that the maximum accrual balance will not exceed \$2,000 (pro rata for part-time Employees, subject to subclause 25.2 below).

25.2 Part-time Employees who work 22.8 hours or more per week are entitled to the full amount of the Professional Development Reimbursement in subclause 25. For part-time Employees who work less than 22.8 hours per week the Professional Development Reimbursement amount in subclause 25 will be pro rata (for example an Employee who works 18.5625 hours a week would receive a Professional Development Reimbursement of \$500). Hours worked will be reviewed over the preceding 6 months to determine the amount of Professional Development Reimbursement applicable for the Employee.

25.3 Payment of the Professional Development Reimbursement is subject to the following:

- (a) The expenses (including travel expenses) to be reimbursed have been incurred by the Employee in undertaking courses, conferences, seminars, study or other professional development activities which attract Continuing Professional Development points for their registration with the Medical Radiation Practice Board of Australia as a Radiation Therapist and will result in the development of skills, knowledge or experience which is of relevance to GenesisCare and/or the Employee's position and which have been approved by GenesisCare in advance;
- (b) the Employee has been employed by the Employer for at least six (6) months at the commencement of the professional development activity;
- (c) the Employee completes an application for approval of reimbursement prior to the professional development activity taking place, setting out the details of the professional development activity to be undertaken and the relevance to GenesisCare and/or the Employee's position with GenesisCare; and
- (d) if approved, the Employee provides receipts associated with the professional development activity in line with subclause 25.3(a).

26. REGISTRATION FOR RADIATION THERAPISTS

26.1 All radiation therapy Employees as part of their terms of employment must be registered to practice by the Medical Radiation Practice Board of Australia (MRPB).

- 26.2 GenesisCare will reimburse full-time and part-time Employees the cost of their annual registration fees from the MRPB so long as they are employed at the time the registration fee is payable.

27. WAGES

- 27.1 Employees shall be paid at no less than the applicable ordinary time rate set out in Schedule 3 and 4 appropriate to their classification level and pay point set out in Schedule 1 and 2.
- 27.2 The hourly rates in Schedule 3 and 4 are minimum ordinary time rates. Genesis Care may enter into arrangements with individual Employees to pay an Employee a rate which is more favourable than the minimum rates set out in this Agreement. An Employee who, immediately prior to the commencement of this Agreement, is paid a wage rate greater than the minimum rate set out in this Agreement for their classification level will not suffer any reduction to their wage rate as a result of the commencement of this Agreement.
- 27.3 The wage increases specified in Schedule 3 and 4 of this Agreement shall be absorbed into any wage payment made to the employee beyond the minimum rates of the Employee's classification.
- 27.4 Any further wage increase shall be at the discretion of GenesisCare, unless the rate of pay falls below the Award rate, which in such circumstances the rate of pay will default to the minimum rate prescribed in accordance with the Award.

28. SUPERANNUATION

- 28.1 GenesisCare will make superannuation contributions on the Employee's behalf into a complying superannuation fund in accordance with Commonwealth superannuation legislation.

29. APPOINTMENTS AND PROGRESSION WITHIN CLASSIFICATION LEVELS FOR FULL-TIME AND PART-TIME EMPLOYEES

- 29.1 Progression within pay points for full-time and part-time Employees will be based on the Employee's overall performance rating in their End of Year Performance Review. The Performance Review Cycle period is from 1 July to 30 June (performance year).
- 29.2 Progression within pay points will occur in accordance with this clause (29) annually in the first full pay period on or after September each year for all eligible Employees (commencing September 2022).
- 29.3 Appointments to Radiation Therapist Pay Point 1 to Pay Point 5:
- (a) Appointments to Radiation Therapist positions will be offered on merit to advertised vacancies. GenesisCare may appoint a Radiation Therapist to the appropriate Radiation Therapist pay point having regard to their years of experience as a qualified Radiation Therapist.
- 29.4 Progression within Radiation Therapist Pay Point 1 to Pay Point 5:

- (a) Full-time and part-time Radiation Therapists will be eligible to progress from their appointed Radiation Therapist pay point to the next pay point (up to Level 5) on an annual basis when:
 - (i) As at 1 September, the Employee has had at least six (6) months of continuous service in the previous pay point;
 - (ii) An End of Year Performance Review has been completed for the last performance year and the Employee has received an overall review rating of 'meets all expectations' (at least 3 on a 5-point scale) or above; and
 - (iii) Has not taken unpaid leave for a total of six (6) months or more in the preceding performance year (1 July to 30 June), either consecutively or in separate periods. This means when all unpaid leave is added up together it is less than six (6) months.

29.5 Appointments to Assistant Unit Leader and Pre-Treatment Assistant Unit Leader:

- (a) Appointments to Assistant Unit Leader positions will be offered on merit to advertised vacancies.

29.6 Progression within Assistant Unit Leader and Pre-Treatment Assistant Unit Leader Pay Points:

- (a) Full-time and part-time Employees will be eligible to progress from Pay Point 1 to Pay Point 2 when:
 - (i) As at 1 September the Employee has been in the Assistant Unit Leader (or pre-treatment) – Pay Point 1 for at least twelve (12) months;
 - (ii) An End of Year Performance Review has been completed for the last performance year and the Employee has received an overall review rating of meets all expectations (at least 3 on a 5-point scale) or above; and
 - (iii) Has not taken unpaid leave for a total of six (6) months or more in the preceding performance year (1 July to 30 June), either consecutively or in separate periods. This means when all unpaid leave is added up together it is less than six (6) months.

29.7 Appointments to Unit Leader Level 1:

- (a) Appointments to Unit Leader Level 1 positions will be offered on merit to advertised vacancies.

29.8 Progression for Unit Leader Level 1:

- (a) Full-time and part-time Employees will be eligible to progress from Unit Leader Level 1 - Pay Point 1 to Pay Point 2 when:
 - (i) As at 1 September, the Employee has been in the Unit Leader Level 1, Pay Point 1 level for at least twelve (12) months;
 - (ii) An End of Year Performance Review has been completed for the last performance year and the Employee has received an overall review rating of meets all expectations (at least 3 on a 5-point scale) or above; and

- (iii) Has not taken unpaid leave for a total of six (6) months or more in the preceding performance year (1 July to 30 June), either consecutively or in separate periods. This means when all unpaid leave is added up together it is less than six (6) months.

29.9 Appointments to Unit Leader Level 2:

- (a) Appointments to Unit Leader Level 2 positions will be offered on merit to advertised vacancies within the organisation.

29.10 Progression for Unit Leader Level 2:

- (a) Full-time and part-time Employees will be eligible to progress from Unit Leader Level 2, Pay Point 1 to Pay Point 2 when:
 - (i) As at 1 September, the Employee has been in the Unit Leader Level 2, Pay Point 1 level for at least twelve (12) months; and
 - (ii) An End of Year Performance Review has been completed for the last performance year and the Employee has received an overall review rating of meets all expectations (at least 3 on a 5-point scale) or above; and
 - (iii) Has not taken unpaid leave for a total of six (6) months or more in the preceding financial year (1 July to 30 June), either consecutively or in separate periods. This means when all unpaid leave is added up together it is less than six (6) months.

29.11 Appointments to Patient Services Officer:

- (a) Appointments to Patient Services Officer will be offered on merit to advertised vacancies. GenesisCare may appoint an Employee to Pay Point 1 or Pay Point 2 of the Patient Services Officer classification depending on their experience:
 - (i) Appointments to Pay Point 1 will be made when the Employee's has had less than twelve (12) months of experience in a similar role having regard to the duties and industry.
 - (ii) Appointment to Pay Point 2 will be made when the Employee has had twelve (12) or more months of experience in a similar role having regard to the duties and industry.

29.12 Progression within Patient Services Officer pay points:

- (a) Full-time and part-time Patient Services Officer Employees appointed to Pay Point 1 will be eligible to progress to Pay Point 2 when:
 - (i) As at 1 September, the Employee has been in the Patient Services Officer, Pay Point 1 level for at least six (6) months;
 - (ii) A Performance Development Plan and Review has been completed for the last performance year and the Employee has received an overall review rating of meets all expectations (at least 3 on a 5-point scale) or above; and
 - (iii) Has not taken unpaid leave for a total of six (6) months or more in the preceding financial year (1 July to 30 June), either consecutively or in

separate periods. This means when all unpaid leave is added up together it is less than six (6) months.

29.13 Appointments to other Patient Services Classifications (excluding Patient Services Administration Assistant):

- (a) Appointments to Patient Services Accounts Officer, Patient Bookings Officer and Senior Patient Services Officer will be offered on merit to advertised vacancies.

30. EMPLOYEES WHO DO NOT MEET EXPECTATIONS IN THEIR END OF YEAR PERFORMANCE REVIEW RATING

30.1 An Employee who does not meet expectations in their annual Performance Development Plan and Review will not be eligible for progression within their classification.

30.2 Employees will only receive a rating of 'does not meet expectations' in their End of Year Performance Review when:

- (a) The Employee's manager has held discussions with the Employee during the year identifying that improvement in performance/conduct is required;
- (b) the Employee has been provided an opportunity to improve during the year; and
- (c) at the end of the performance year the Employee has not met expectations as per the Employee's Performance Plan.

30.3 Employees who receive a rating of 'does not meet expectations' will be supported through a Performance Improvement Plan to assist the Employee in achieving a rating of 'meets all expectations' for the following year.

31. PROGRESSION WITHIN CLASSIFICATION LEVELS FOR CASUAL EMPLOYEES

31.1 Casual Employees will be eligible for progression within the levels they are appointed to on a case-by-case basis at the discretion of GenesisCare.

31.2 In considering progression to the next pay point, the total hours of work and performance will be considered each September and March. Noting, if the Employee has worked at least 1,824 hours since being appointed to their current pay point, they will be eligible to progress to the next pay point. Progression for casual employees will occur in the first full pay period on or after 1 September or 1 March.

31.3 A casual will only be eligible to progress between pay points once per year if they meet the eligibility criteria of subclause 31.2.

32. ANNUAL LEAVE

32.1 Period of leave:

- (a) An Employee (other than a casual Employee) will accrue annual leave on the following basis:
 - (i) four (4) weeks of paid annual leave per annum. An Employee's entitlement to paid annual leave accrues progressively during a year of service

according to the Employee's ordinary hours of work, and accumulates from year to year.

- (b) For the purposes of the additional week of leave provided by the NES, a "shiftworker" is an Employee who is regularly rostered to work their ordinary hours on Sundays and public holidays. Regularly means rostered ordinary hours more than 4 hours on at least 10 Sundays and or public holidays during the year of service in which their annual leave accrues.
- (c) Annual leave continues to accumulate when an Employee takes a period of paid leave. Annual leave will not accumulate on unpaid leave unless it is community service leave including jury duty or provided for under the NES.

32.2 Taking of annual leave:

- (a) Annual leave shall be taken at a mutually agreed time.
- (b) GenesisCare must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (c) If the period during which an Employee takes paid annual 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 annual leave on that public holiday.
- (d) Where an employee becomes ill or injured during a period of Annual Leave the employee may use their personal leave instead of annual leave in accordance with the below:
 - (i) The Employee must immediately forward to GenesisCare a certificate from a legally qualified medical practitioner;
 - (ii) the number of days or day specified in the certificate shall be deducted from any accrued and untaken personal leave entitlement, with the annual leave being re-credited to the employee's annual leave entitlement.
 - (iii) Where annual leave loading has been paid, this will be deducted from the employee's wages and re-paid when annual leave is re-taken.

32.3 Payment of annual leave:

- (a) If an Employee takes a period of paid annual leave, GenesisCare must pay the Employee at the Employee's ordinary time rate of pay for the Employee's ordinary hours of work in the period. Shift penalties are not paid.

32.4 Annual leave loading for Radiation Therapists:

- (a) Employees employed in the Radiation Therapists classification will be eligible to annual leave loading in accordance with the following:
 - (i) For the period of annual leave in addition to their ordinary pay, an Employee will be paid an annual leave loading of 17.5% of their ordinary time rate of pay.

32.5 Directive to take annual leave:

- (a) An Employee has an excessive leave accrual if the Employee has accrued more than 6 weeks paid annual leave (or 8 weeks paid annual leave for a shiftworker, as defined by subclause 32).
- (b) If an Employee has an excessive leave accrual, GenesisCare or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Notwithstanding subclause 32.2(a), if GenesisCare has genuinely tried to reach agreement with an Employee under subclause 32.5(b) but agreement is not reached (including because the Employee refuses to confer), GenesisCare may direct the Employee in writing to take one or more periods of paid annual leave.
- (d) However, a direction by GenesisCare to take annual leave under subclause 32.5:
 - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks; and
 - (ii) must not require the Employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the Employee to take a period of paid annual leave beginning less than 4 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by GenesisCare and the Employee.
- (e) An employee must take paid annual leave in accordance with a direction under subclause 32.5(c) that is in effect.

32.6 Close down periods:

- (a) Where a GenesisCare centre temporarily closes, an Employee may be directed to take paid annual leave during part or all of this period provided such direction is reasonable.
- (b) Where an Employee does not have sufficient accrued annual leave for this period, they may request annual leave in advance or a period of unpaid leave.

32.7 Annual leave in advance:

- (a) GenesisCare and an Employee may agree in writing to the Employee taking a period of annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) State the amount of leave to be taken in advance and the date which leave is to commence; and
 - (ii) Be in writing between GenesisCare and the Employee.
 - (iii) GenesisCare must keep a copy of the agreement under subclause 32.7 as an employee record.

- (iv) If on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 32.7, GenesisCare may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

32.8 Cashing out of annual leave:

- (a) Upon receipt of a written request by an Employee, GenesisCare may authorise the Employee to receive pay in lieu of an amount of annual leave;
- (b) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and
- (c) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- (d) Superannuation guarantee contributions will be paid in relation to the amount of annual leave for which payment is received in lieu.
- (e) Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between GenesisCare and the Employee.

33. PERSONAL/CARER'S LEAVE

33.1 Subject to the following limitations and conditions, of this clause 33, a full-time Employee is entitled to 10 days of paid personal / carer's leave for each completed year of service and pro rata for part-time Employees.

33.2 An Employee's entitlement to paid personal/carer's leave accumulates progressively during a year of service, based on their ordinary hours of work. The entitlement to 10 days of personal/carer's leave can be calculated as 1/26th of an Employee's ordinary hours of work in a year.

For example, a fulltime employee's ordinary hours of work in a year is 1976 hours, 1976 divided by 26 equals 76 hours personal leave for each completed year of service.

33.3 Personal/carer's leave continues to accrue when an Employee takes paid leave. Personal carer's leave and will not accrue on unpaid leave unless it is community service leave including Jury service or required in accordance with the NES.

33.4 To be entitled to personal/carer's leave during a period, a full-time and part-time Employee must give GenesisCare notice as soon as reasonably practicable that they will be absent from work during the period because:

- (a) of a personal illness or injury of the Employee; or
- (b) the Employee is required to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who

- requires (or required) care or support because of personal illness, injury or unexpected emergency.
- 33.5 An Employee shall, as far as possible, inform GenesisCare of the estimated duration of the absence.
- 33.6 To be entitled to payment for personal/carer's leave, an Employee will be required to provide GenesisCare with a document (**Required Document**) when;
- (a) the Employee has been absent for more than four (4) occasions in any calendar year;
 - (b) is absent from the workplace for more than two (2) consecutive days at any one time;
 - (c) upon the request from a manager; or
 - (d) in cases where an Employee takes personal/carer's leave on the day before or after a public holidays, or where there is a pattern of single day absences.
- 33.7 The Required Document must be given to GenesisCare as soon as reasonably practicable.
- 33.8 A required document is;
- (a) a medical certificate from a registered health practitioner, if it is reasonably practicable to do so; or
 - (b) if it is not reasonably practicable for the Employee to provide GenesisCare with a medical certificate – a statutory declaration made by the Employee.
 - (c) The Required Document must include a statement to the effect that:
 - (i) if the required document is a medical certificate – in the registered health practitioner's opinion, the Employee was, is, or will be unfit for work during the period because of a personal illness or injury, or that in the opinion of the registered health practitioner, the Employee's family/household member had, has, or will have a personal illness or injury during the period; or
 - (ii) if the required document is a statutory declaration – the Employee was, is, or will be unfit for work during the period because of a personal illness or injury, or that the Employee requires (or required) leave during the period to provide care or support to the Employee's immediate family/household member because the member requires (or required) care or support during the period because of a personal illness, or injury, of the member; or an unexpected emergency affecting the member.
- 33.9 An Employee shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- 33.10 GenesisCare may direct an Employee to attend a medical examination in relation to their fitness for work on reasonable grounds.

- 33.11 Where an absence is expected to continue beyond four (4) weeks, the employee must contact management to notify them of the intended length of the absence and the approximate date of which the Employee will be able to return to work.
- 33.12 Employees shall act in good faith and shall co-operate with GenesisCare in the management of sick leave and absenteeism.
- 33.13 For the avoidance of doubt, a casual Employee is not entitled to paid Personal/Carer's leave.

34. UNPAID CARERS LEAVE

- 34.1 An Employee (including a casual Employee) is entitled to two (2) days of unpaid carer's leave for each occasion when a member of the Employee's immediate family or household requires care or support because of a personal illness, injury, or an unexpected emergency.
- 34.2 An Employee may take unpaid carer's leave for each occasion as a single continuous period of up to two days, or any separate periods to which the Employee and GenesisCare agree. An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave (this does not apply to casuals who have no entitlement to paid personal/carer's leave.)

35. COMPASSIONATE LEAVE

- 35.1 An Employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when 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 his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (a) dies.
- 35.2 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (a) to spend 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 35; or
 - (b) after the death of the member of the Employee's immediate family or household referred to in subclause 35.
- 35.3 To be entitled to compassionate leave during a period, an Employee must give GenesisCare notice as soon as reasonably practicable that the Employee is (or will be) absent from work during the period.
- 35.4 An Employee may take compassionate leave for a particular permissible occasion as a single continuous two (2) day period; or two (2) separate periods of one (1) day each; or any separate periods to which the Employee and GenesisCare agree. Any additional time (per occasion) required is subject to approval of GenesisCare and is without pay.

- 35.5 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.
- 35.6 If, in accordance with this clause (35), an Employee, other than a casual Employee, takes a period of compassionate leave, GenesisCare must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- 35.7 The Employee, if required by GenesisCare, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate from a qualified medical practitioner or such other documentary evidence deemed appropriate by GenesisCare.

36. LONG SERVICE LEAVE

- 36.1 All Employees are entitled to long service leave accrual in accordance with the provisions of the state long service leave Act in the state in which the employee ordinarily performs their work.

37. PARENTAL LEAVE AND RELATED ENTITLEMENTS

- 37.1 Parental leave and related entitlements are provided for in the NES. Additional provisions may be set out in company policy. The GenesisCare company policies do not form part of this Agreement.

38. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 38.1 Family and domestic violence leave is provided for in the NES. Additional provisions may be set out in company policy. The GenesisCare company policies do not form part of this Agreement.

39. COMMUNITY SERVICE LEAVE

- 39.1 Community service leave (including Jury duty) is provided for in the NES. Additional provisions may be set out in company policy. The GenesisCare company policies do not form part of this Agreement.

40. CEREMONIAL LEAVE

- 40.1 An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for traditional ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one calendar year, with the approval of GenesisCare.

41. PROFESSIONAL DEVELOPMENT LEAVE FOR RADIATION THERAPISTS

- 41.1 GenesisCare supports the ongoing professional development of its employees. The Company will encourage Employees employed in the Radiation Therapists classifications to attend relevant training, seminars and conferences which attract Continuing Professional Development (CPD) points for their registration as a radiation therapist with the Medical Radiation Practice Board (MRPBA) of Australia as a Radiation Therapist.

- 41.2 Full-time and part-time Employees employed in the Radiation Therapists classifications as per Schedule 1 (excluding casual Employees) will be eligible for up to 2 days of paid Professional Development leave in any one calendar year (pro-rata for part time employees) in accordance with this clause (41). Professional Development Leave does not accrue each year.
- 41.3 Subject to GenesisCare approval of a full-time and part-time Employee's request for Professional Development Leave, the leave may be used for professional development activities such as training, seminars, research and conferences which attract CPD points for their registration as a radiation therapist with the MRPBA and will result in the development of skills, knowledge or experience which is of relevance to GenesisCare and/or the Employee's position.
- 41.4 It is the responsibility of the eligible Employee to make a written request for support for professional development leave to GenesisCare in accordance with the following:
- (a) The written request must be in advance of the professional development activity, include the preferred date(s) and provide a brief description of the nature of the professional development activity to be undertaken.
 - (b) Each request will be assessed by GenesisCare on its merit in the context of the applicability of the course / conference, the number or other similar requests and the resources available to GenesisCare.
- 41.5 Professional Development Leave will not be required for attendance at a compulsory weekend or weekday meeting or training.
- (a) Attendance at a compulsory weekend training or meeting will be paid at time and a half. For casual employees it will be paid at 187.5% of their ordinary time rate (the casual loading is not paid in addition to this as it is included in the penalty).
 - (b) Attendance at compulsory meetings or training that occur on weekdays will be paid at time for time.

42. PUBLIC HOLIDAYS

- 42.1 Employee's entitled to be absent on public holiday:
- (a) An Employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes, where they otherwise would have been rostered to work.
- 42.2 Reasonable requests to work on public holidays:
- (b) However, GenesisCare may request an Employee to work on a public holiday if the request is reasonable.
- 1.2 The following are public holidays:
- (a) 1 January (New Year's Day); 26 January (Australia Day); Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; the Queen's birthday holiday; 25 December (Christmas Day); 26 December (Boxing Day); and

- (a) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

42.3 Payment for absence on public holiday:

- (a) If, in accordance with this clause (42), an Employee who is absent from their employment on a day or part-day that is a public holiday, and is normally scheduled to work, GenesisCare will pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work on the day or part-day.
- (b) If the Employee does not have ordinary hours of work on the public holiday, the Employee is not entitled to payment under this section. For example, the Employee is not entitled to payment if the Employee is a casual Employee who is not rostered on for the public holiday or is a part-time Employee whose part-time hours do not include the day of the week on which the public holiday occurs.

42.4 Substitution:

- (a) GenesisCare and the Employees may, by agreement, substitute another day for a public holiday in which case the substituted day becomes the public holiday. Where there is no agreement, GenesisCare may substitute another day but not so as to give an Employee less time off work than the Employee would have had if the Employee had received the public holiday.

42.5 Payment for working on a public holiday:

- (a) Full-time and part-time Employees required to work their ordinary hours on a public holiday will be paid double time and a half of the ordinary time rate for all time worked.
- (b) Casual Employees required to work ordinary hours on a public holiday will be paid at 312.5% of their ordinary time rate
- (c) See clause 14 - OVERTIME and 15 - OVERTIME RATES FOR CASUALS for payment for overtime worked on a public holiday.

43. TERMINATION OF EMPLOYMENT

43.1 Notice of Termination by GenesisCare:

- (a) GenesisCare may terminate an Employee's employment by giving the Employee a period of notice having regard to the length of the Employee's continuous service with GenesisCare at the time of the notice in accordance with the following:
 - (i) Where an Employee has less than 6 months' continuous service, one (1) weeks' notice will be provided.
 - (ii) Where an Employee has 6 months or more continuous service, four (4) weeks' notice will be provided

- (iii) Where an Employee is over forty-five (45) years of age and has completed at least two (2) years of continuous service, five (5) weeks' notice will be provided.

43.2 Payment in lieu of notice:

- (a) Payment in lieu of the notice (or part thereof) may be made at the sole and absolute discretion of GenesisCare. In such circumstances, the payment in lieu of notice shall be calculated on the basis of the Employee's full rate of pay for the period for which payment in lieu is provided.

43.3 Non application of notice provision:

- (a) Despite any other provision of this Agreement, subclauses 43 and 43.2 shall not apply in the case of:
 - (i) a casual Employee;
 - (ii) an Employee engaged for a specified period of time or for a specified task or for the duration of a specified reason;
 - (iii) an Employee whose employment is terminated because of serious misconduct;
 - (iv) an Employee (other than an apprentice) who is employed under a traineeship agreement or an approved traineeship and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; or
 - (v) any other Employees as prescribed by legislation.

43.4 Notice of termination by Employees:

- (a) The notice of termination required to be given by an Employee shall be four (4) weeks, unless it is in their probation period in which case the notice will be one (1) week (probation is the first 6 months of employment).
- (b) If the Employee fails to give the required period of notice, GenesisCare may, to the extent permitted by law, withhold from any monies due to the Employee on termination, an amount not exceeding the amount the Employee would have been paid in respect of a period of notice required by this clause 43, less any period of notice actually given by the Employee.

43.5 Job search entitlement:

- (a) Where GenesisCare has given notice of termination to an Employee, the Employee shall be allowed up to one (1) days' time off during the notice period without loss of pay for the purpose of seeking other employment. The time off shall be taken at a time mutually convenient to GenesisCare and the Employee.

44. REDUNDANCY

- 44.1 The subject of redundancy is also governed by the NES. If the NES provisions are more beneficial than this clause 44, then the NES provisions in the FW Act will apply.

44.2 A redundancy occurs where GenesisCare no longer requires the Employee's job to be performed by anyone because of changes in the operational requirements of GenesisCare's enterprise, except where this is due to the ordinary and customary turnover of labour.

44.3 If GenesisCare decides that an Employee's position is redundant, and that decision leads to the termination of employment of the Employee by GenesisCare, then subject to this clause 44, an Employee will be entitled to the following redundancy payments:

| Period of continuous service | Redundancy pay |
|---|-----------------------|
| 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 |

44.4 "Weeks' pay" means the ordinary rate of pay for the Employee's ordinary hours of work. For the avoidance of doubt this does not include any loadings, monetary allowances, overtime, penalty rates or any other separately identifiable amounts.

44.5 Non-application of this clause 44 to certain Employees:

- (a) The provisions of this clause 44 have no application:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to apprentices;
 - (iii) to Employees engaged for a specific period of time or for a specific task or tasks;
 - (iv) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (v) to casual Employees; or
 - (vi) to any other Employees as prescribed by legislation.

44.6 Transfer of Employment:

- (a) An Employee will not be entitled to the redundancy pay in clause **Error! Reference source not found.** of this Agreement in circumstances where there is a transfer of employment as defined in the FW Act and the new company recognises the Employee's continuous service with GenesisCare as service with the new company.

44.7 Refusal of Alternative Employment:

- (a) Where GenesisCare offers the Employee acceptable alternative employment and the Employee refuses such offer, no severance payment is payable, subject to an order from the FWC.

44.8 Transfer to Lower Paid Duties:

- (a) Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and GenesisCare may, at GenesisCare's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

44.9 Employee Leaving During Notice Period:

- (a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause 44 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

44.10 Job Search Entitlement:

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of GenesisCare, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) The job search entitlement in this clause 44.10(a) applies instead of clause 43.5(a).

45. CONSULTATION PROCEDURE

45.1 This term applies if GenesisCare:

- (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

45.2 For a major change referred to in subclause 45.1(a):

- (a) GenesisCare must notify the Relevant Employees of the decision to introduce the major change; and

(b) subclauses 45.3 to 45.9 apply.

45.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this term.

45.4 If:

(a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise GenesisCare of the identity of the representative;

GenesisCare must recognise the representative.

45.5 As soon as practicable after making its decision, GenesisCare must:

(a) discuss with the Relevant Employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the Employees; and

(iii) measures GenesisCare is taking to avert or mitigate the adverse effect of the change on the Employees; and

(iv) for the purposes of the discussion—provide, in writing, to the Relevant Employees:

a. all relevant information about the change including the nature of the change proposed;

b. information about the expected effects of the change on the Employees; and

c. any other matters likely to affect the Employees.

45.6 However, GenesisCare is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

45.7 GenesisCare must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

45.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of GenesisCare, the requirements set out in clauses 45.2(a), 45.3 and 45.5 are taken not to apply.

45.9 In this clause 45, a major change is **likely to have a significant effect on Employees** if it results in:

(a) the termination of the employment of Employees; or

(b) major change to the composition, operation or size of GenesisCare'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

45.10 For a change referred to in subclause 45.1(b) :

- (a) GenesisCare must notify the Relevant Employees of the proposed change; and
- (b) subclauses 45.11 to 45.14 apply.

45.11 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause 45.

45.12 If:

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

GenesisCare must recognise the representative.

As soon as practicable after proposing to introduce the change, GenesisCare must:

- (a) discuss with the Relevant Employees the introduction of the change; and
- (c) for the purposes of the discussion—provide to the Relevant Employees:
 - (i) all relevant information about the change, including the nature of the change;
 - (ii) information about what GenesisCare reasonably believes will be the effects of the change on the Employees;
 - (iii) information about any other matters that GenesisCare reasonably believes are likely to affect the Employees; and
 - (iv) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

45.13 GenesisCare must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

45.14 In this term, Relevant Employees means the Employees who may be affected by a change referred to in subclause 45.

46. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 46.1 GenesisCare and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one 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 GenesisCare and an Employee in relation to one or more of the matters mentioned in subclause 46.1(a); and
 - (c) the arrangement is genuinely agreed to by GenesisCare and the Employee.
- 46.2 GenesisCare must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act;
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 46.3 GenesisCare must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of GenesisCare and the Employee;
 - (c) is signed by GenesisCare and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of those terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 46.4 GenesisCare must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 46.5 GenesisCare or the 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 GenesisCare and the Employee agree in writing — at any time.

47. DISPUTE RESOLUTION PROCEDURE

47.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this clause 47 sets out procedures to settle the dispute

47.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 47.

47.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management. If such discussions do not resolve the dispute, by discussion between the Employee or Employees concerned it should be escalated to more senior levels of management as appropriate.

47.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

47.5 The Fair Work Commission may deal with the dispute in two (2) stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

47.6 While the parties are trying to resolve the dispute using the procedures in this clause 47:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to their health or safety; and

- 47.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause 47.

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SCHEDULE 1 – CLASSIFICATION DEFINITIONS (RADIATION THERAPISTS)

| CLASSIFICATION | DEFINITION |
|--|---|
| Radiation Therapist | A person appointed to the position of Radiation Therapist who is eligible for registration as a Radiation Therapist in the state of New South Wales by the Medical Radiation Practice Board of Australia or its equivalent, and eligible for membership of the Australian Society of Medical Imaging and Radiation Therapy who may undertake the full scope of radiation therapy clinical responsibilities, including simulation, planning and treatment. |
| Assistant Unit Leader | A qualified Radiation Therapist appointed to the Assistant Unit Leader Position who assists with the leadership and management of the treatment section in addition to the full scope of clinical responsibilities of the Radiation Therapist position above. |
| Pre-Treatment Assistant Unit Leader | A qualified Radiation Therapist appointed to the Pre-Treatment Assistant Unit Leader Position who assists with the leadership and management of the planning section in addition to the full scope of clinical responsibilities of the Radiation Therapist position above. |
| Unit Leader Level 1 | A qualified Radiation Therapist appointed to the Unit Leader level 1 position who is responsible for the leadership and management of either the planning or treatment section and has a significant administrative and educational role in addition to the full scope of clinical responsibilities of the positions above. |
| Unit Leader Level 2 | <p>A qualified Radiation Therapist appointed to the Unit Leader level 2 position who is responsible for the leadership and management of the treatment section and has a significant administrative and educational role in addition to the full scope of clinical responsibilities of the positions above, and:</p> <ul style="list-style-type: none"> • is responsible for more than one (1) Linac and have seven (7) Full Time Equivalent or more direct reports; or • is responsible for more than one (1) site and have seven (7) Full Time Equivalent or more direct reports. <p>Or</p> <p>A qualified Radiation Therapist appointed to the Pre-Treatment Unit Leader position who is responsible for the leadership and management of the planning section and has a significant administrative and educational role in addition to the full scope of clinical responsibilities of the positions above.</p> |

SCHEDULE 2 – CLASSIFICATION DEFINITIONS (PATIENT SERVICES)

| CLASSIFICATION | DEFINITION |
|--|---|
| Patient Services Administrative Assistant | Means an Employee, without limitation, required to scan, file, collate and or sort work for the patient services team, under general supervision and direction. |
| Patient Services Officer | Means an Employee appointed to the position of Patient Services Officer who is required to provide a broad range of administrative and patient facing duties for the patient services team including: <ul style="list-style-type: none"> • basic transcription processing; • patient appointments (internal & external); • registration; • electronic file management; • switchboard management; and • other general administrative tasks inclusive of basic accounts office tasks (invoicing, receipting, basic rejections & banking). |
| Patient Bookings Officer | Means an Employee appointed to the position of Patient Bookings Officer and is required to provide a broad range of bookings duties for the patient services team including patient appointments (consults, treatments, nursing, and external investigations), basic registration, filing, switchboard management and other general administrative tasks associated to bookings officer tasks. |
| Senior Patient Services Officer | Means an Employee appointed in the position of Senior Patient Services Officer who is required to provide a broad range of functions as described for a Patient Services Officer, with the additional responsibility to: <ul style="list-style-type: none"> • supervise administration staff at a centre; • manage staff rosters within the Centre, in conjunction with the Centre Leader; • conduct site-based training for the patient services team in conjunction with Centre Leader; • management of patient facing accounts receivable tasks including patient fee conversations and outstanding debt functions; • management of transcription services; and • resolving site specific issues with the Centre Leader. |
| Senior Patient Bookings Manager | Means an Employee appointed in the position of Senior Patient Bookings Manager who is required to provide a broad range of functions as described for a Patient Bookings Officer, with the additional responsibility to: <ul style="list-style-type: none"> • Provide direction, supervision and support for Patient Bookings Officers; • Conducting staff training to Bookings team • Developing and managing effective working relationships amongst internal staff and leaders • resolving site specific issues with the Centre Leader |

SCHEDULE 3 – WAGES (RADIATION THERAPISTS)

RATES TO BE DETERMINED DURING NEGOTIATIONS BASED ON OPTIONS PROVIDED IN OFFER

Note: "FFPPOA" means the 'first full pay period on or after' the effective date listed.

| Classification | Ordinary time rate effective FFPPOA 1 January 2022 | Ordinary time rate effective FFPPOA 1 September 2022 2.04% increase | Ordinary time rate effective FFPPOA 1 September 2023 2.04% increase | Ordinary time rate effective FFPPOA 1 September 2024 2.04% increase |
|---|---|--|--|--|
| Radiation Therapist | | | | |
| Radiation Therapist, Pay Point 1 | | | | |
| Radiation Therapist, Pay Point 2 | | | | |
| Radiation Therapist, Pay Point 3 | | | | |
| Radiation Therapist, Pay Point 4 | | | | |
| Radiation Therapist, Pay Point 5 | | | | |
| Assistant Unit Leader | | | | |
| Assistant Unit Leader, Pay Point 1 | | | | |
| Assistant Unit Leader, Pay Point 2 | | | | |
| Pre-treatment Assistant Unit Leader | | | | |
| Pre-treatment Assistant Unit Leader Pay Point 1 | | | | |
| Pre-treatment Assistant Unit Leader Pay Point 2 | | | | |
| Unit Leader Level 1 | | | | |
| Unit Leader Level 1, Pay Point 1 | | | | |
| Unit Leader Level 1, Pay Point 2 | | | | |
| Unit Leader Level 2 | | | | |
| Unit Leader Level 2, Pay Point 1 | | | | |
| Unit Leader Level 2, Pay Point 2 | | | | |

SCHEDULE 4 - WAGES (PATIENT SERVICES)

Note: "FFPPOA" means the 'first full pay period on or after' the effective date listed.

| Classification and Level | Ordinary time rate effective FFPPOA 1 January 2022 | Ordinary time rate effective FFPPOA 1 September 2022 2.04% increase | Ordinary time rate effective FFPPOA 1 September 2023 2.04% increase | Ordinary time rate effective FFPPOA 1 September 2024 2.04% increase |
|--|---|--|--|--|
| Patient Services Administrative Assistant | \$25.00 | \$25.51 | \$26.03 | \$26.56 |
| Patient Services Officer | | | | |
| <i>Patient Services Officer Pay Point 1</i> | \$30.00 | \$30.61 | \$31.24 | \$31.87 |
| <i>Patient Services Officer Pay Point 2</i> | \$33.00 | \$33.67 | \$34.36 | \$35.06 |
| Patient Bookings Officer | | | | |
| Patient Bookings Officer | \$34.00 | \$34.69 | \$35.40 | \$36.12 |
| Senior Patient Services Officer | \$40.00 | \$40.82 | \$41.65 | \$42.50 |
| Senior Patient Bookings Manager | \$40.00 | \$40.82 | \$41.65 | \$42.50 |

SCHEDULE 5 – ALLOWANCES

Note: "FFPPOA" means the 'first full pay period on or after' the effective date listed.

| Allowance | Frequency | Effective FFPPOA 1 January 2022 | Effective FFPPOA 1 September 2022 2.04% increase | Effective FFPPOA 1 September 2023 2.04% increase | Effective FFPPOA 1 September 2024 2.04% increase |
|--|------------------------------------|--|---|---|---|
| On call – Rostered day off | Per 24-hour period or part thereof | \$51.00 | \$52.04 | \$53.10 | \$54.19 |
| Travel Allowance – Non-sister sites | Per shift | \$45.00 | \$45.92 | \$46.85 | \$47.81 |