

T14746 OF 2020



Industrial Relations Act 1984
s55 Industrial Agreement

RADIATION THERAPISTS AGREEMENT 2019

Between the

Minister administering the *State Service Act 2000*

and the

The Community and Public Sector Union (State Public Services Federation
Tasmania) Inc.

Health Services Union, Tasmania Branch



1 TITLE

This Agreement shall be known as the Radiation Therapists Agreement 2019.

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3 APPLICATION

This Agreement is made in respect of employees employed and working as Radiation Therapists and covered by the Health and Human Services (Tasmanian State Service) Award (HAHSA).

4 DATE AND PERIOD OF OPERATION

4.1 This Agreement cancels and replaces the:

- (i) Radiation Therapists State Service Union Agreement 2013 which was registered on 2 January 2014
- (ii) Radiation Therapists Industrial Agreement 2016 which was registered on 7 August 2017
- (iii) Radiation Therapists Industrial Agreement 2018 which was registered on 19 August 2019.
- (iv) No employee will be worse off as an unintended result of retiring these agreements.

4.2 This Agreement applies with effect from 1 July 2019 and will remain in force until 30 June 2022.

4.3 The parties agree to commence negotiations for a replacement agreement on or before 1 January 2022.

5 PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.; and the Health Services Union, Tasmania Branch.

6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the Health and Human Services (Tasmanian State Service) Award, or any registered Agreement with the Minister administering the *State Service Act 2000*.

7 SALARY INCREASES



7.1 Salaries will increase as follows:

- (i) 2.3 per cent per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 December 2019
- (ii) 2.3 per cent per annum with effect from the ffppcooa 1 December 2020
- (iii) 2.35 per cent per annum with effect from the ffppcooa 1 December 2021

7.2 Schedule 2 of this Agreement sets out the annual rates of pay effective ffppcooa 1 December 2019, ffppcooa 1 December 2020, and ffppcooa 1 December 2021.

7.3 Schedule 3 of this Agreement sets out the annual rates of pay effective ffppcooa 1 December 2019, ffppcooa 1 December 2020, and ffppcooa 1 December 2021 for employees participating in the Purchased Leave Scheme.

8 QUALIFICATIONS RECOGNITION

- 8.1 Employees at Level 2 who hold a relevant postgraduate qualification and who work in an area relevant to that qualification will be entitled to a one off advancement of two increment levels and access to the post graduate increment, and thereafter be entitled to progress, by annual increments, to the Level 2-5 qualified increment point.
- 8.2 Employees at Level 3 who hold a relevant Graduate Diploma qualification (or equivalent) and who work in an area relevant to that qualification will be entitled to a one off advancement of two increment levels and access to the post graduate increment, and thereafter be entitled to progress, by annual increments, to the Level 3-1.4 qualified increment point.
- 8.3 Employees at Level 4-1 or 4-2 who hold a relevant Masters or Doctoral qualification (or equivalent) and who work in an area relevant to that qualification will be entitled to a one off advancement of two increment levels and access to post graduate increments, and thereafter be entitled to progress, by annual increments, to either the Level 4-1-4 or 4-2-4 qualified increment point.
- 8.4 Employees who do not hold a relevant Graduate Diploma qualification or a relevant Masters degree as prescribed in sub clauses (1) and (2) of this Clause are not entitled to progress to increment Levels 3-1.4, or 4-1-4 or 4-2-4 respectively.

9 CLASSIFICATION

Employees subject to this Agreement are to be classified in accordance with the classifications in Schedule 1.



10 JOB SHARING

- 10.1 Where job vacancies are to be advertised (either full time or part time) the Chief Radiation Therapist is to consult with staff to determine interest in job sharing.
- 10.2 Job sharing is designed to allow for two employees to share a single job at the substantive level up to the Full Time Equivalent (FTE) establishment allocated to the position.
- 10.3 Hours of work are to be determined between the Chief Radiation Therapist and the employees participating in the job share arrangement within the agreed hours of the position.

11 WORKING FROM HOME

Where an employee requests to work from home, the Chief Radiation Therapist shall consult with the relevant Tasmanian Health Service Human Resources team and the Union(s) as to the protocols to be considered for the employee to undertake such home based work.

12 ON CALL ALLOWANCE

An employee who is rostered to remain on call (that is, on call for duty at short notice and allowed to leave his/her place of employment) shall be paid an allowance of \$4.50 per hour for each hour the employee is required to be available, with a minimum payment of \$36 per day.

13 AVAILABILITY ALLOWANCE

- 13.1 The employer may require an employee to perform work on an after hours basis, where they are not recalled to work but rather provide a telephone or PC service from their home.
- 13.2 An employee shall be paid an allowance of \$3.52 per hour each hour the employee is required to be available.
- 13.3 If an employee is required to undertake work from their home during this period of availability, the employee shall be remunerated time for time at the rate payable to that particular employee and rounded to the nearest hour with a minimum payment of one (1) hour.

14 NIGHT SHIFT ALLOWANCE

In substitution for the night shift allowance provision contained within Part VIII, Clause 1 of HAUSA, a shift worker, whilst on night shift, is to be paid 22.5 per cent more than the ordinary rate for such shift. The other provisions regarding shift payments contained within the Award continue to apply.



15 ADJUSTMENT OF WAGE RELATED ALLOWANCES

Unless specified separately in this Agreement, all the monetary allowances in this Agreement will be automatically adjusted upward from ffppcoa 1 July each year by the same percentage as the salary rate for the lowest level of the RT Level 3 classification increases between 1 July in the preceding year and 30 June of that year.

16 PROFESSIONAL PRACTICE FUNCTIONS ALLOWANCE

- 16.1 A professional practice functions allowance will be paid to Radiation Therapists who are directed to perform higher level professional practice functions and where essential professional practice intervention is required beyond the scope of the employee's classification level.
- 16.2 The professional practice functions allowance is payable where a Radiation Therapist accepts responsibility for higher level professional practice functions normally performed by another Radiation Therapist and for which they are professionally trained and qualified.
- 16.3 This could include functions arising from a statutory obligation or delegated requirements. This allowance is payable after performing these higher/extra professional practice functions for one day or more.
- 16.4 The professional practice functions allowance is not payable for undertaking higher level supervisory or management functions except where supervisory functions include prioritising workload on the basis of professional practice need or involves referrals to other professionals.
- 16.5 The allowance quantum will be the difference between the employee's current salary and the next higher salary rate of the next higher classification level.
- 16.6 If the undertaking of these functions continues for 5 days or more the higher duties allowance provisions in the relevant award will apply.

17 PROFESSIONAL DEVELOPMENT

- 17.1 The parties recognise that continuous development of skills and knowledge is critical to both the provision of professional services to the Tasmanian community and pursuit of excellence in Radiation Therapy.
- 17.2 Professional Development support will be available to provide Radiation Therapists with assistance to develop professional knowledge and skills and for the imparting of the knowledge and skills to others. Access to the entitlement contained in this clause will be by way of employee application.



17.3 Professional Development includes opportunities sometimes referred to as training or professional learning. For the purposes of this section Professional Development includes but is not limited to:

- (i) Professional practice and recognition requirements;
- (ii) Specific training courses relevant to the operational needs of the Agency;
- (iii) Exchange programs and other training initiatives; and
- (iv) Training and development requirements of the Health Professionals National Registration and Accreditation Scheme.

17.4 For the purpose of this clause Professional Development does not include in-house, employer initiatives or opportunities that employees participate in during the normal course of their work.

Professional Development Fund

17.5 A Professional Development Fund is to be created within each Agency for each employee to access funds. The fund will allow each employee to access their entitlement as outlined at subclause 17.7.

17.6 The Professional Development entitlement for each employee will be available from the first full pay period on or after 1 December 2019.

Access to Professional Development Fund

17.7 An employee is entitled to \$724 per annum for professional development.

17.8 An employee may accumulate any unspent annual entitlements for a maximum period of five years. An employee may accumulate unspent funds from the preceding five years.

17.9 The amount available to an employee is dependent upon the years of accumulation.

17.10 Costs associated with professional development will be paid by the employer when access to professional development is approved. This will include costs for attendance at conferences and reasonable travel, accommodation and meals.

17.11 An employee's attendance at approved professional development will be counted as being on duty.

17.12 Where an employee is absent from their normal duties due to Professional Development, their workload will be managed as appropriate to the duration of absence and the workload, and may include replacement staffing. The parties acknowledge that workload



should not be an impediment to undertaking Professional Development and that adverse impact on other employees should be avoided.

- 17.13 Nothing in this section precludes the ability of either the employee to apply for or the employer to grant any funding or other support for Professional Development/Training in excess of the entitlement at subclause 17.7 above.
- 17.14 Management of funds and approvals are to be undertaken at appropriate radiation therapist level with the delegated authority for budgets. This will occur in consultation with the Clinical Senior within the Agency that encourages equitable access, maximises relevance and efficiencies and enables approvals by an appropriate health professional.
- 17.15 A decision on any application for access to funding for Professional Development made under this section will be communicated to the applicant within 14 days of the submission to the relevant delegate.
- 17.16 In the event of a dispute, the Grievance and Dispute Procedure in the relevant Award applies.

18 NOVATED LEASE

- 18.1 Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with any Tasmanian or Australian Government directive and legislation.
- 18.2 All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.
- (i) All fringe benefits tax, other liabilities, and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.
 - (ii) The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.
 - (iii) Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty rates are based on the salary that would have been payable had the salary sacrifice agreement not existed.
 - (iv) An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.



19 SAFE WORKING AND FATIGUE MANAGEMENT

- 19.1 The THS Leave Management policy provides the framework for managing the leave for Radiation Therapists. This ensures that all Radiation Therapists are able to take their annual leave entitlements at appropriate intervals throughout the year, by mutual agreement with the relevant manager, and there is a fair and equitable distribution for the timing of leave among the staff at each particular workplace.
- 19.2 Any requirement for a Radiation Therapist to work a double shift must be treated as a serious clinical incident and recorded on the Safety Reporting and Learning System (SRLS).
- 19.3 Disruption to an employee's normal sleep routines by being available, according to Part VII Clause 6 of the Award, may result in a loss of adequate, high quality, restorative sleep. Fatigue is tiredness that results from physical or mental exertion. Undertaking radiation therapist duties in a hospital environment over a sustained period of time may cause fatigue. Both lack of sleep and fatigue, individually and in combination can affect performance, individual health and safety and the safety of others.
- 19.4 The employer is to ensure that the working arrangements of employees who are to remain available to return to work are integral to normal business planning and is reviewed regularly.
- 19.5 When an employee works extended hours by being recalled to work, prior to the next shift, a sufficient break should be taken, without loss of pay, for the employee to recover before commencing a further period of intense concentration.
- 19.6 When recall to duty occurs particular attention should be given to an employee's current and recent work pattern to minimise sleep disruption and fatigue, and any consequential reduction of work performance, to address any individual health and safety concerns.
- 19.7 The employee has a responsibility to meet health and safety obligations and to take reasonable care not to put themselves or others at risk.

20 APPOINTMENT SALARIES

- 20.1 The minimum salary on appointment for the following roles is as follows:
- (i) 4 year degree – RT Level 1-2 Level 2.
- 20.2 This clause does not restrict the ability of the employer to appoint employees to salary points higher than this minimum salary.



21 MARKET ALLOWANCE

- 21.1 On receipt of an application, the employer may determine to pay a market allowance of up to 10 per cent of the maximum salary level specified in each grade of the classification structures detailed in Schedule 1 of this agreement where it can be demonstrated to the satisfaction of the employer the following applies to a specific group or role:
- (i) Highly specialist skills at the respective work value level and/or;
 - (ii) Scarcity of skills compared to other similar roles at the work value level and/or;
 - (iii) High paying market rates for the particular role at the work value level.
- 21.2 In exceptional circumstances involving attraction and retention issues for a specialised group or role, the employer may determine a total package of conditions in excess of 10 per cent of the maximum salary level in each grade of the classification structure detailed in Schedule 1 of this agreement.

22 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 22.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 22.2 If a grievance or dispute arise about the application of this Agreement:
- (i) In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
 - (ii) In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives; and
 - (iii) If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.
- 22.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 22.4 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* or the *Industrial Relations Act 1984*, or any other relevant legislation.



23 NO EXTRA CLAIMS


The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.



SIGNATORIES

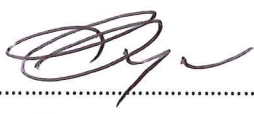
SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed: 
Name: Jane Hanna
Date: 12/03/2020


SIGNED FOR AND ON BEHALF OF

The Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Signed: 
Name: TOM LYNCH
Date: 12/03/2020

SIGNED FOR AND ON BEHALF OF

Health Services Union, Tasmania Branch

Signed: 
Name: Robbie Moore
Date: 12/03/20



SCHEDULE 1 – CLASSIFICATION STRUCTURE – RADIATION THERAPY

Radiation Therapist Level 1

A person who has been granted registration as a Radiation Therapist by the Australian Health Professional Regulation Agency.

Salary progression from Level 1-2 to 2 is subject to meeting normal performance management criteria, which includes advancement and accelerated assessment and does not require promotion.

Radiation Therapist Level 2

A Radiation Therapist may, after reaching classification Level 1-2 Year 5, apply to the Chief Radiation Therapist for personal progression to Level 2 Year 1 Radiation Therapist. This application must be supported in writing by a senior member of staff (Level 3 or 4). A panel consisting of the chief radiation therapists (W.P. Holman Clinic, Hobart and Launceston) and the clinical tutor or Deputy Radiation Therapist located at a site other than the applicant will assess the application. This panel will make a recommendation to the HOA/CEO who may approve this accelerated progression.

Radiation Therapists seeking appointment at Level 2 Year 1 are required to demonstrate a high level of knowledge and proficiency in treatment planning or delivery in at least two of the following:

- Whole Central Nervous System
- Multifield junctional techniques (3 fields or more)
- Mono isocentric techniques
- Conformal therapy
- Brachytherapy (both treatment and planning)
- Radiosurgery/stereotactic
- Intensity Modulated Radiation Therapy
- Paediatric radiation therapy
- Complex radiation therapy techniques related to specific trials and protocols and the development of techniques and commissioning of new pieces of equipment or significant contribution to quality improvement activities of the department
- Complex mould room procedures
- Patient care (through completion of relevant educational activities)

Any new technologies or procedures may be included in the above listed criteria by agreement as they are incorporated into practice.



In addition, Radiation Therapists at this level are expected to be able to demonstrate active participation/involvement in research and development through associated reports, presentations, conferences, publications or workplace in-services.

A Radiation Therapist may, after not less than 12 months at Level 1-2 Year 6, apply to the Chief Radiation Therapist for progression to Level 2 Year 1 Radiation Therapist. If the requirements specified above are satisfied, salary progression to Level 2 Year 1 is to occur.

Radiation Therapist Level 3

In charge of a treatment unit, peripheral sub-section, or planning sub section.

Radiation Therapist Level 4-1

In charge of a departmental section that includes treatment, planning, a peripheral section or education.

Radiation Therapist Level 4-2

Deputy Head of Radiation Therapy Service.

Radiation Therapist Level 5

Head of Radiation Therapy Service.



SCHEDULE 2 – SALARY RATES

Classification	Level	Current	2.3% from ffppcoa 1 December 2019	2.3% from ffppcoa 1 December 2020	2.35% from ffppcoa 1 December 2021
RT 1-2	1	\$71,346	\$72,987	\$74,666	\$76,421
RT 1-2	2	\$75,628	\$77,367	\$79,146	\$81,006
RT 1-2	3	\$79,904	\$81,742	\$83,622	\$85,587
RT 1-2	4	\$84,186	\$86,122	\$88,103	\$90,173
RT 1-2	5	\$88,465	\$90,500	\$92,582	\$94,758
RT 1-2	6	\$92,743	\$94,876	\$97,058	\$99,339
ADVANCED ASSESSMENT POINT					
RT 2-1	7	\$95,262	\$97,453	\$99,694	\$102,037
RT 2-2	8	\$99,469	\$101,757	\$104,097	\$106,543
RT 2-3	9	\$103,676	\$106,061	\$108,500	\$111,050
RT 2-4	10	\$105,216	\$107,636	\$110,112	\$112,700
RT 2-5 qual	11	\$106,741	\$109,196	\$111,708	\$114,333
PROMOTION					
RT 3-1	1	\$108,266	\$110,756	\$113,303	\$115,966
RT 3-1	2	\$113,820	\$116,438	\$119,116	\$121,915
RT 3-1	3	\$115,510	\$118,167	\$120,885	\$123,726
RT 3-1 qual	4	\$118,398	\$121,121	\$123,907	\$126,819
PROMOTION					
RT 4-1-1	1	\$118,398	\$121,121	\$123,907	\$126,819
RT 4-1-2	2	\$121,005	\$123,788	\$126,635	\$129,611
RT 4-1-3	3	\$122,801	\$125,625	\$128,514	\$131,534
RT 4-1-4 qual	4	\$125,870	\$128,765	\$131,727	\$134,823
PROMOTION					
RT 4-2-1	1	\$125,870	\$128,765	\$131,727	\$134,823
RT 4-2-2	2	\$129,257	\$132,230	\$135,271	\$138,450
RT 4-2-3	3	\$131,177	\$134,194	\$137,280	\$140,506
RT 4-2-4 qual	4	\$134,456	\$137,548	\$140,712	\$144,019
PROMOTION					
RT 5-1	1	\$140,257	\$143,483	\$146,783	\$150,232
RT 5-2	2	\$142,339	\$145,613	\$148,962	\$152,463



SCHEDULE 3 – PURCHASED LEAVE SCHEME SALARY RATES

Classification	Level	Current	2.3% from ffppcooa 1 December 2019	2.3% from ffppcooa 1 December 2020	2.35% from ffppcooa 1 December 2021
RT 1-2	1	\$68,885	\$70,469	\$72,090	\$73,784
RT 1-2	2	\$73,019	\$74,698	\$76,415	\$78,211
RT 1-2	3	\$77,147	\$78,922	\$80,737	\$82,634
RT 1-2	4	\$81,282	\$83,151	\$85,063	\$87,062
RT 1-2	5	\$85,413	\$87,378	\$89,388	\$91,489
RT 1-2	6	\$89,543	\$91,603	\$93,709	\$95,912
ADVANCED ASSESSMENT POINT					
RT 2-1	7	\$91,975	\$94,091	\$96,255	\$98,517
RT 2-2	8	\$96,037	\$98,246	\$100,506	\$102,867
RT 2-3	9	\$100,099	\$102,402	\$104,757	\$107,219
RT 2-4	10	\$101,586	\$103,923	\$106,313	\$108,812
RT 2-5 qual	11	\$103,059	\$105,429	\$107,854	\$110,389
PROMOTION					
RT 3-1	1	\$104,531	\$106,935	\$109,394	\$111,965
RT 3-1	2	\$109,893	\$112,421	\$115,006	\$117,709
RT 3-1	3	\$111,525	\$114,090	\$116,714	\$119,457
RT 3-1qual	4	\$114,313	\$116,942	\$119,632	\$122,444
PROMOTION					
RT 4-1-1	1	\$114,313	\$116,942	\$119,632	\$122,444
RT 4-1-2	2	\$116,830	\$119,517	\$122,266	\$125,139
RT 4-1-3	3	\$118,564	\$121,291	\$124,080	\$126,996
RT 4-1-4 qual	4	\$121,527	\$124,323	\$127,182	\$130,172
PROMOTION					
RT 4-2-1	1	\$121,527	\$124,323	\$127,182	\$130,172
RT 4-2-2	2	\$124,798	\$127,668	\$130,604	\$133,673
RT 4-2-3	3	\$126,651	\$129,564	\$132,544	\$135,659
RT 4-2-4 qual	4	\$129,817	\$132,803	\$135,857	\$139,050
PROMOTION					
RT 5-1	1	\$135,418	\$138,533	\$141,719	\$145,049
RT 5-2	2	\$137,428	\$140,589	\$143,823	\$147,203

