

T14135/2013

17 DEC 2013

Tasmanian Industrial Commission Section 55 - Industrial Agreement



RADIATION THERAPISTS (STATE SERVICE) UNION AGREEMENT 2013

between the

Minister administering the *State Service Act 2000*

and the

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

and

Health Services Union of Australia, Tasmania No.1 Branch.



1. TITLE

This Agreement shall be known as the **Radiation Therapists (State Service) Union Agreement 2013.**

2. ARRANGEMENT

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3. PARTIES

This Agreement is between the Minister administering the *State Service Act 2000*, the Community and Public Sector Union (State Public Services Federation Tasmania) Inc. and the Health Services Union of Australia, Tasmania No.1 Branch.

4. PERIOD OF OPERATION

This agreement is to operate from the date of registration and is to continue until 30 June 2016, except for Clause 7. The parties are agreed that negotiations for a replacement agreement are to commence no later than 30 April 2016.

5. APPLICATION

This agreement is made in respect of all employees employed and working as Radiation Therapists in the Department of Health and Human Services (DHHS).

6. RELATIONSHIP TO AWARDS AND AGREEMENTS

Where there is an inconsistency between this Agreement and the Health and Human Services (Tasmanian State Services) Award, this Agreement shall prevail to the extent of the inconsistency.

7. SALARY INCREASES

The salaries to be paid according to this Agreement are specified in Schedule 2. These salaries specify increases of a non-productivity based adjustment of:

- 2.0 % from the first full pay period commencing on or after 1 December 2013;



- 2.0 % from the first full pay period commencing on or after 1 December 2014; and
- 2.0% from the first full pay period commencing on or after 1 December 2015.

8. QUALIFICATIONS RECOGNITION

- (i) 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 2 (two) increment levels and access to the Post Graduate increment, and thereafter be entitled to progress, by annual increments, to the Level 3.4 qualified increment point.
- (ii) 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 2 (two) increment levels and access to Post Graduate increments, and thereafter be entitled to progress, by annual increments, to the Level 4.4 qualified increment point.
- (iii) 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 3.4 or 4.4 respectively.

9. CLASSIFICATION

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

10. JOB SHARING

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.

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.

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 DHHS Employee Relations Unit and the Union(s) as to the protocols to be considered for the employee to undertake such home based work.

12. ACCESS TO ALLIED HEALTH PROFESSIONALS (AHP) AGREEMENT

It is a term of this Agreement that Radiation Therapists will be entitled to receive the following conditions from the AHP Agreement:

- (i) On Call Allowance;
- (ii) Availability Allowance; and
- (iii) And other conditions applicable to Radiation Therapists from the 2012 AHP Agreement or replacement agreement
- (iv) Radiation Therapists will be entitled to apply for funding under any Professional Training and Development clause or replacement.

13. NIGHT SHIFT ALLOWANCE

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

14. SAFE WORKING and FATIGUE MANAGEMENT

5.1 The DHHS Leave Management policy provides the framework for managing the leave of Radiation Therapists. This ensures that all Radiation Therapists are able to take their annual leave entitlement at appropriate intervals throughout the year, by mutual agreement with the relevant manager, and that there is a fair and equitable distribution for the timing of leave among the staff at each particular workplace.

15.2 Any requirement for a Radiation Therapist to work a 'double shift' must be treated as a serious clinical incident and recorded on the Electronic Incident Monitoring System (EIMS).



- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 The employee has a responsibility to meet health and safety obligations and to take reasonable care not to put themselves or others at risk.

15. APPOINTMENT SALARIES

15.1 The minimum salary on appointment for the following:

- 3 Year degree Level 1 Year 1
- 4 year degree Level 1 Year 2

This Clause does not restrict the ability of the DHHS to appoint employees to salary points higher than these minimum salaries.

16. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

In the first instance, grievances and disputes will usually be dealt with at the workplace by the appropriate employer and union representatives. 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. If still unresolved, the matter will be referred to the Tasmanian



Industrial Commission. Where a grievance or dispute is being dealt with under this process, normal work will continue.

17. 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.

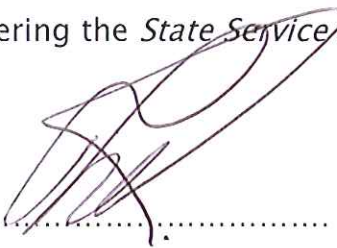


SIGNATORIES

This Agreement is made in Hobart on this17.....ofDecember..... 2013

SIGNED FOR AND ON BEHALF OF

Minister administering the *State Service Act 2000*

.....

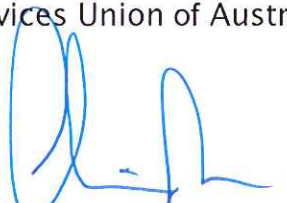
SIGNED FOR AND ON BEHALF OF

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

.....
MATTHEW JOHNSTON.

SIGNED FOR AND ON BEHALF OF

Health Services Union of Australia, Tasmania No.1 Branch

.....
CHRIS BROWNE



SCHEDULE 1

CLASSIFICATION STRUCTURE

Classification Structure - Radiation Therapy

Radiation Therapist Level PO 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 PO 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 Clinics, 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
- Pediatric 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 PO 3

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

Radiation Therapist Level PO 4-1

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

Radiation Therapist Level PO 4-2

Deputy Head of Radiation Therapy Service

Radiation Therapist Level PO 5

Head of Radiation Therapy Service



Schedule 2 – Salaries

Classification	Level	Classification Description	Effective from FFPP 1 December 2013 \$	Effective from FFPP 1 December 2014	Effective from FFPP 1 December 2015
RT 1-2	1	Radiation Therapist Level 1	64,396		
RT 1-2	2	Radiation Therapist Level 1	68,260	69,626	71,018
RT 1-2	3	Radiation Therapist Level 1	72,121	73,564	75,035
RT 1-2	4	Radiation Therapist Level 1	75,985	77,505	79,055
RT 1-2	5	Radiation Therapist Level 1	79,848	81,445	83,073
RT 1-2	6	Radiation Therapist Level 1	83,709	85,384	87,091
RT 2-1	7	Radiation Therapist Level 2	85,982	87,702	89,456
RT 2-2	8	Radiation Therapist Level 2	89,779	91,575	93,406



RT 2-3	9	Radiation Therapist Level 2	93,577	95,448	97,357
RT 2-4	10	Radiation Therapist Level 2		95,926	98,803
RT 3-1	1	Radiation Therapist Level 3 IC Unit	97,720	99,674	101,668
RT 3-1	2	Radiation Therapist Level 3 IC Unit	102,732	104,787	106,883
RT 3-1	3	Radiation Therapist Level 3 IC Unit		105,311	108,470
RT 3-1	4	Post Graduate Qualification (Diploma)	105,301	107,944	111,182
RT 4-1-1	1	Radiation Therapist Level 4 IC Sec	104,251	106,336	108,463
RT 4-1-2	2	Radiation Therapist 4 IC Sec	109,217	111,401	113,629
RT 4-1-3	3	Radiation Therapist 4 IC Sec		111,958	115,317



RT 4-1-4	4	Post Graduate Qualification (Masters)	111,947	114,757	118,199
RT 4-2-1	1	Radiation Therapist 4 - 2 Deputy	112,937	115,196	117,500
RT 4-2-2	2	Radiation Therapist 4- 2 Deputy	116,666	118,999	121,379
RT 4-2-3	3	Radiation Therapist 4- 2 Deputy		119,594	123,182
RT 4-2-4	4	Post Graduate Qualification (Masters)	119,582	122,584	126,261
RT 5-1	1	Radiation Therapist Level 5 Head	126,593	129,125	131,708
RT 5-2	2	Radiation Therapist Level 5 Head		129,771	133,664



