



T13922 of 2012

28 JUN 2012

Tasmanian Industrial Commission Section 55 – Industrial Agreement

RADIATION THERAPISTS (STATE SERVICE) UNION AGREEMENT 2012

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;



I. TITLE

This Agreement shall be known as the Radiation Therapists (State Service) Union Agreement 2012.

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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 2013, except for clause 7. The parties are agreed that negotiations for a replacement agreement are to commence no later than 30 April 2013.

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.

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 2011 and;
- 2.0 % from the first full pay period commencing on or after 1 December 2012.



8. PRODUCTIVITY INCREASE

- 8.1 The employer has agreed to return savings made through the implementation of the productivity savings to all employees covered by this Agreement by way of a productivity based salary increase in accordance with the provisions of this clause.
- 8.2 Where, at any stage during the life of this Agreement, savings are generated in excess of \$27,000 the employer will increase salaries for all employees covered by the Agreement by 0.5% from the first full pay period on or after the date this number is reached or the first full pay period on or after 1 December 2012, whichever is the latter.
- 8.3 The initiatives that contribute to measurable productivity savings may be generated by either or both parties. The most important feature is that the initiatives are planned, monitored and costed. For the purpose of this clause, the productivity savings do not include any measures already in place or which are consequent to current changes to workplace practices.
- 8.4 The employer will provide the unions who are parties to this Agreement with a report indicating progress towards meeting agreed targets on or before:
- 30 September 2012;
 - 1 December 2012; and
 - 1 March 2013.
- 8.5 The parties to this Agreement remain committed to maximising the productivity of the Radiation Therapy Services. They agree to continue to meet through the life of this Agreement to identify and consider matters to increase productivity.
- 8.6 Savings achieved through this process will be considered as part of the savings needed to fund productivity increases during the life of this Agreement and/or will be 'banked' towards productivity increases in future Agreements, subject to the following:-
- Savings must be achieved before payment;
 - Any such productivity payment will not occur prior to the first full pay period commencing on or after 1 December 2012; and
 - The maximum productivity payment will not exceed 0.5% pa.

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. 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.

13. ON CALL ALLOWANCE

13.1 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 \$3.50 per hour for each hour the employee is required to be available, with a minimum payment of \$28.00 per day.

13.2 Where an employee is recalled to the workplace they are to be paid in accordance with the provisions of the Health and Human Services (Tasmanian State Service) Award (HAHSA), as amended from time to time.

14. AVAILABILITY ALLOWANCE



- 14.1 The employer may require an employee to perform work on an out-of-hours basis, where they are not actually recalled to work but rather provide a telephone or PC service from home.
- 14.2 An employee is to be paid an allowance of \$2.00 per hour each hour the employee is required to standby.
- 14.3 If an employee is required to undertake work from their home during this standby period, the employee is to be paid at the normal time rate of pay rounded to the nearest hour with a minimum payment of (1) one hour.

15. ADJUSTMENT OF ALLOWANCE RATES

The wage related allowances in this agreement (clauses 13 and 14) will be adjusted according to the process for adjusting these allowances in the Allied Health Professional Agreement, however titled.

16. PROFESSIONAL DEVELOPMENT/TRAINING FUND

- 16.1 A Professional Development/Training Fund of \$1,000, which is \$500 per employee commencing 1 July 2012 and \$500 per employee commencing 1 July 2013. If not used in the first year an accumulated amount of \$1000 is to be used for the 2013 financial year.
- 16.2 The fund will be established to commence on 1 July 2012 for each Radiation Therapist covered by this Agreement to assist Radiation Therapists to develop their clinical expertise and to assist the understanding of stakeholders and clients in the clinical application of radiation therapy.
- 16.3 Access to the fund established under this clause is independent of any existing arrangements currently in effect for professional training and development.
- 16.4 A Radiation Therapist is able to apply for reimbursement of expenditure related to professional development/training including, but not limited to:
 - (i) Professional practice and recognition requirements;
 - (ii) Specific accredited training courses relevant to the operational needs of DHHS;
 - (iii) Exchange programs and other training initiatives established consistent with the Agreement; and
 - (iv) Training and development requirements of the Australian Health Professional Regulation Agency.



- 16.5 Eligibility for reimbursement, according to 16.2 is determined on proof of expenditure for which prior approval must be obtained.
- 16.6 The Fund is limited to \$1,000 per employee each 2 year period. However a Radiation Therapist may apply for approval to exceed the limit provided funding is available from the total amount detailed in sub-clause 17(1).
- 16.7 DHHS will develop a simple draft claim form to be completed by claimants and a revised application and approval process as well as detail the professional development and training employees are eligible to claim.
- 16.8 Claims that include proof of expenditure, such as original receipts, are to be submitted for reimbursement within three months of the event. Claims are to be approved or not, and reimbursement if approved, within 28 days of lodgement.
- 16.9 It is acknowledged that administration of the Fund should be undertaken at an appropriate management level (and as close to operational level as reasonable) to encourage equitable access and maximise relevance and efficiency.

17. SAFE WORKING and FATIGUE MANAGEMENT

- 17.1 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.
- 17.2 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).
- 17.3 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.
- 17.4 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.



- 17.5 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.
- 17.6 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.
- 17.7 The employee has a responsibility to meet health and safety obligations and to take reasonable care not to put themselves or others at risk.

18. APPOINTMENT SALARIES

18.1 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 DHHS to appoint employees to salary points higher than these minimum salaries.

19. 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.

20. NO EXTRA CLAIMS

The parties agree that, during the term of this agreement, there will be no extra wage claims for improved conditions of employment or demands made with respect to the employees covered by the agreement and, further, that no proceedings, claims, or demands concerning wages, or conditions of employment with respect to those employees will be instituted before the Tasmanian Industrial Commission.

The terms of the preceding paragraph do not prevent the parties from instituting any proceedings with respect to interpretation, application or enforcement of relevant underpinning awards or agreement provisions.




SIGNATORIES

This Agreement is made in Hobart on this 28th of June 2012

SIGNED FOR AND ON BEHALF OF

Minister administering the *State Service Act 2000*

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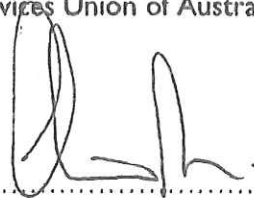
SIGNED FOR AND ON BEHALF OF

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

.....


SIGNED FOR AND ON BEHALF OF

Health Services Union of Australia, Tasmania No.1 Branch

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This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984



SCHEDULE I

CLASSIFICATION STRUCTURE

Classification Structure - Radiation Therapy

Radiation Therapist Level PO1

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 PO2

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
- 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 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 2010 \$	Effective from FFPP 1 December 2011	Effective from FFPP 1 December 2012
PG 1	1	Radiation Therapist Prof Grad	60,681	\$61,895	\$63,133
RT 1-2	1	Radiation Therapist Level 1	60,681	\$61,895	\$63,133
RT 1-2	2	Radiation Therapist Level 1	64,324	\$65,610	\$66,922
RT 1-2	3	Radiation Therapist Level 1	67,962	\$69,321	\$70,707
RT 1-2	4	Radiation Therapist Level 1	71,602	\$73,034	\$74,495
RT 1-2	5	Radiation Therapist Level 1	75,242	\$76,747	\$78,282
RT 1-2	6	Radiation Therapist Level 1	78,881	\$80,459	\$82,068
RT 2-1	7	Radiation Therapist Level 2	81,028	\$82,643	\$84,296
RT 2-2	8	Radiation Therapist Level 2	84,601	\$86,293	\$88,019
RT 2-3	9	Radiation Therapist Level 2	88,179	\$89,943	\$91,742
RT 3-1	1	Radiation Therapist Level 3 IC	92083	\$93,925	\$95,804



		Unit			
RT 3-1	2	Radiation Therapist Level 3 IC Unit	96,807	\$98,743	\$100,718
RT 4-1-1	1	Radiation Therapist Level 4 IC Sec	98,238	\$100,203	\$102,207
RT 4-1-2	2	Radiation Therapist 4 IC Sec	102,917	\$104,975	\$107,075
RT 4-2-1	1	Radiation Therapist 4 - 2 Deputy	106,424	\$108,552	\$110,723
RT 4-2-2	2	Radiation Therapist 4- 2 Deputy	109,936	\$112,135	\$114,378
RT 5	1	Radiation Therapist Level 5 Head	119,291	\$121,677	\$124,111

