

FINAL

**LIFEHOUSE
MEDICAL PHYSICISTS
ENTERPRISE AGREEMENT 2022**

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1. Title

This Agreement shall be known as the *Lifehouse Medical Physicists Agreement 2022* (“**Agreement**”).

2. Coverage

This Agreement will cover:

- 2.1 Lifehouse Australia as the trustee for Lifehouse Australia Trust (hereafter referred to as “**Lifehouse**” or the “**Employer**”), 119-143 Missenden Road, Camperdown, NSW, 2050;
- 2.2 Subject to the requirements set out in the Act, the Health Services Union of Level 2, 109 Pitt Street, Sydney, NSW, 2000 (“**Union**”); and
- 2.3 All Employees of the Employer employed in classifications listed in the Schedules to this Agreement.

3. Date and Period of Operation

- 3.1 This Agreement shall commence operation from the seventh day after approval by FWC (“**Commencement Date**”) and shall remain in force until 31 August 2024 and thereafter in accordance with the Act.
- 3.2 The parties agree that discussions shall commence for a new agreement no later than six months prior to this expiry date of the Agreement.

4. No Extra Claims

- 4.1 During the term of this Agreement, there will be no extra wage claims, 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 FWC.
- 4.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.

4A. Relationship with the NES

In the event of an inconsistency between the NES and the Agreement, and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

5. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meanings assigned to them:

- 5.1 “**Act**” means the *Fair Work Act 2009* (Cth) in force as amended or replaced from time to time.
- 5.2 “**ACPSEM**” means the Australasian College of Physical Scientists and Engineers in Medicine.
- 5.3 “**ADA**” means the daily average of occupied beds adjusted by counting each 700 registered outpatients as one occupied bed. The average shall be taken for the twelve months for the year ending 30 June in each and every year and such average shall relate to the salary for the succeeding year.
- 5.4 “**Day Worker**” means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 a.m. and before 10:00 a.m. otherwise than as part of a shift system.

- 5.5 **"Director/Deputy Director"** means an employee appointed as Head of a Department or as second in-charge of a Department, provided that such a position is approved as such by the Employer.
- 5.6 **"Eligible Directly Impacted Employee"** ("EDIE") for the purposes of this Agreement means an Employee:
- a) employed by the Sydney Local Health District ("SLHD"), in a position identified as directly impacted by the transfer of cancer services to Lifehouse; and
 - b) who was advised in writing by the SLHD that they are so impacted prior to the transfer of services, and are offered and accept employment with Lifehouse; and
 - c) who are advised in writing by Lifehouse that their employment with Lifehouse will be subject to the EDIE transition arrangements as set out in Schedule 4
- 5.7 **"Employee"** means a Medical Physicist, Medical Physics Registrar, Medical Physics Specialist, Senior Medical Physics Specialist, Principal Medical Physics Specialist, Director Medical Physics Specialist as defined.
- 5.8 **"FWC"** means the Fair Work Commission or its replacement in accordance with the Act.
- 5.9 **"Hospital"** means the private hospital and day procedure centre as defined by the *Private Health Facilities Act 2007* (NSW) operated by the Employer at Missenden Road, Camperdown NSW, as well as any other health services conducted by the Employer from time to time.
- 5.10 **Medical Physicists**
- a) **'Medical Physicist'** is a generic description for the purposes of this agreement. It refers to all persons employed as a Medical Physics Registrar, and also employed in either capacity of an accredited or non-accredited Medical Physics Specialist, Senior Medical Physics Specialist, Principal Medical Physics Specialist and Director, Medical Physics Specialist.
 - b) **'Accredited Medical Physicist'** means a Medical Physicist who has been awarded accreditation by the relevant ACPSEM accreditation panel for a Medical Physics specialty, or by another suitably recognised accreditation body acceptable to the Employer. Such specialties include, but are not limited to Radiation Oncology, Nuclear Medicine, and Diagnostic Radiology.
 - c) **'Non-Accredited Medical Physicist'** means a person who is employed as a Medical Physicist but who does not satisfy the definition of an 'Accredited Medical Physics Specialist' under this agreement. For salary purposes, a non-accredited Medical Physicist is to be translated to the appropriate classification and rate as shown in Schedule 1 for Non-Accredited Medical Physicists', until such time as they satisfy the accreditation process.
- 5.11 **Medical Physics**
- a) **'Medical Physics Registrar'** means a person who is employed and undergoing training, including but not limited to the 'Training, Education and Accreditation Program' (TEAP), in a medical physics specialty towards obtaining accreditation by ACPSEM, or such other accreditation body acceptable to the Employer.
 - b) **'Medical Physics Specialist'** means a person with qualifications and clinical experience acceptable to the Employer and ACPSEM, or such other accreditation body acceptable to the Employer, and who is qualified to be employed under this agreement as a Medical Physics Specialist.
 - c) **'Senior Medical Physics Specialist'** means a Medical Physics Specialist with 5 years post-accreditation as a Medical Physics Specialist and whose progression has been approved by the progression committee as per the determined criteria.

- d) **‘Principal Medical Physics Specialist’** means a Senior Medical Physics Specialist year 4 whose progression to this level has been approved by the progression committee as per the determined criteria.
- e) **‘Director Medical Physics Specialist’** means a Medical Physics Specialist with experience and competency at least equivalent to that of a Senior Medical Physics Specialist Year 4, with direct supervision of at least two other Medical Physics Specialists (or higher grade) and who meets one of the following criteria:
 - (i) is responsible for a physics specialty at a site
 - (ii) is responsible for multiple specialties at a site,
 - (iii) is responsible for a single specialty across multiple sites (including responsibility for Directors of a speciality)

The Director will be appointed at a level dependent on the number of FTE Medical Physics Specialists (or higher grade) under line supervision:

- (iv) Level 1 ; 2 to 5
- (v) Level 2 : >5 to 10
- (vi) Level 3 : >10

5.12 **“On Call”** means a period an Employee is required to hold themselves in readiness to return to work outside of a normal rostered shift.

5.13 **"Shift Worker"** means a worker who is not a Day Worker (as defined).

6. Agreement Flexibility

6.1 Lifehouse 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 arrangement deals with 1 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 the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph 6.1a); and
- c) the arrangement is genuinely agreed to by the Employer and Employee.

6.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Act; and
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 6.3 The Employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the Employer and Employee; and
 - c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the 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.
- 6.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.5 The Employer or Employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Employer and Employee agree in writing — at any time.

7. Consultation

- 7.1 This term applies if:
- a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the enterprise; or
 - b) the Employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee who working hours are irregular, sporadic or unpredictable (see clause 7.6).
- 7.2 The Employer must consult the Employees about:
- a) a major workplace change in production, program, organisation, structure or technology that is likely to have a significant effect on the Employees; or
 - b) a change to their regular roster or ordinary hours of work.
- 7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 7.4 If:
- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

- 7.5 In regards to a major workplace change, as soon as practicable after making its decision, the Employer 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 the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
 - c) give prompt and genuine consideration to matters raised about the major workplace change by the relevant Employees.
- 7.6 For a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
- a) to provide information to the relevant Employees about the change; and
 - b) to 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); and
 - c) to consider any views given by the relevant Employees about the impact of the change.
- 7.7 The requirement to consult under clause 7.6:
- a) is to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements; but
 - b) does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- 7.8 The Employer is not required to disclose confidential or commercially sensitive information the disclosure of which would be contrary to the Employer's interests.
- 7.9 In this term, a major workplace 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 the Employer'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.

7.10 In this term, “**relevant Employees**” means the Employees who may be affected by the change / decision referred to at clause 7.1.

8. Dispute Resolution

- 8.1 All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes. A dispute may be about any matter.
- 8.2 Where a dispute arises (including about any matter arising under the Agreement and/or in relation to the National Employment Standards), regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) (or the employees nominated representative on behalf of the employee(s) if the employee(s) so request(s)) and the immediate supervisor of that employee(s).
- 8.3 If the matter is not resolved within a reasonable time it must be referred by the employee(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to their nominated representative. The matter will be acknowledged by the CEO (or his or her nominee) within 2 days' of such referral. Discussions at this level must take place and be concluded within seven working days of referral or within an extended period as reasonably agreed by the parties..
- 8.4 If the matter remains unresolved, the employee(s) or their nominated representative must then confer with the appropriate level of management. Discussions at this level must take place and be concluded within seven working days of referral or such extended period as may be agreed.
- 8.5 If a dispute is unable to be resolved at the workplace, and all appropriate steps under clauses 8.1 to 8.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission (“FWC”). Unless the parties agree otherwise, FWC is expressly permitted by this Agreement to perform any function that it considers appropriate to ensure the settlement of the dispute. Without limiting the scope of such functions, they shall include mediation, conciliation and/or arbitration. The employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 8.6 The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
- (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- 8.7 Throughout all stages of these procedures, adequate records must be kept of all discussions.
- 8.8 These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

9. Types of Employment

9.1 Full-Time

- a) A Full-time Employee is one who is employed to work 38 ordinary hours per week or works an average of 38 ordinary hours per week pursuant to clause 21.1.

9.2 Part-time

- b) A Part-time Employee is one who is appointed by the Employer to work a specified number of hours each roster cycle which are less than those prescribed for a Full-time Employee. Before commencing employment, the Employer and Employee will agree in writing on:
 - (i) the span of hours that the Employee may be rostered within a fortnight. This span of hours shall include which shifts the Employee may be rostered to work; and
 - (ii) the days of the week the Employee may be rostered to work within a fortnight; and
 - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
- c) A Part-time Employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for Full-time Employees of the same classification.
- d) Part-time Employees are not entitled to an allocated day off (“**ADO**”) under clause 21.3.
- e) The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement. Provided further that there shall be no interruption to the continuity of employment merely by reason of an Employee working on a "week-on", "week-off" basis in accordance with this sub-clause.
- f) Employees engaged under this clause shall be entitled to all other benefits of the Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to Full-time hours.

9.3 Casual

- a) A casual employee is defined under section 15A the Fair Work Act. In summary this is where a person accepts an offer of employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person. A casual employee can elect to accept or reject work that is offered during their engagement as a casual employee.
- b) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 12, Salary, plus the casual loading of 25 per centum thereof, with a minimum payment of three hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 20, Uniforms and Protective Clothing.
- c) With respect to a casual employee the provisions of clause 33, Annual Leave; clause 18, Mobility, Excess Fares and Travelling, clause 40, Study Leave, shall not apply.
- d) Casual employees shall not be entitled to paid leave under this Agreement.
- e) A casual employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift

allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the casual loading prescribed in subclause (b) in respect of such work.

9.4 Casual Conversion

- a) A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment:
 - (i) on a full time contract where the employee has worked on a full time basis throughout the period of casual employment; or
 - (ii) on a permanent part time contract where the employee has worked on a permanent part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
- b) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- c) Casual conversions will not apply where a casual covered absences of permanent staff that are expected to return to work.
- d) A casual employment may also be entitled to convert to permanent employment in line with the NES.

10. Termination of Employment

- 10.1 Employees who are employed under this Agreement shall be required to give one month's written notice of termination of employment. Where termination of such employees is to be notified by the employer, otherwise than for misconduct, the employee shall be given one month's notice, in writing, or one month's pay in lieu thereof, or a combination of notice and pay in lieu. In the event the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day notice is given, the employer will provide five weeks' notice or pay in lieu thereof.
- 10.2 If an employee who is at least 18 years old does not give the period of notice required under paragraph 10.1, then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
- 10.3 If the employer has agreed to a shorter period of notice than that required under paragraph 10.2, then no deduction can be made under paragraph 10.2.
- 10.4 Any deduction made under paragraph 10.3 must not be unreasonable in the circumstances and be in accordance with the requirements of the Act which require written agreement between the employer and the employee.

11. Redundancy

- 11.1 For employees employed prior to 17 September 2015 the following redundancy payment provisions apply:
 - a) Notice of 4 weeks (or 5 weeks if the Employee is over 45 years old and has completed at least 5 years of continuous service with the Employer), or payment in lieu, – which applies in lieu of, and not in addition to, the notice applicable under subclause 10.1; and
 - b) Severance Payment at the rate of three (3) weeks per year of continuous service up to a maximum of thirty-nine (39) weeks, with pro-rata payments for incomplete years of service rounded up on a quarterly basis.

11.2 This sub-clause applies to Employees employed under this Agreement employed on or after 17 September 2015.

Severance pay

- a) In addition to the period of notice prescribed under subclause 10.1, an Employee whose employment is terminated on grounds of redundancy shall be paid the following amount of severance pay in respect of a period of his or her continuous service with the Employer.
- b) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- c) Where an Employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

11.3 The below sub-clauses apply to all employees.

Definitions

- a) "Week's" Pay' means the all-purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the Salary, over-Agreement payments, shift / weekend penalties and allowances provided for in accordance with this Agreement.

Transfer to lower paid duties

- b) Where an Employee is transferred to lower paid duties on grounds of redundancy, the Employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make

payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

Employee Leaving During Notice Period

- c) An Employee whose employment is terminated for on grounds of redundancy may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- d) Subject to an application by the Employer and further order of FWC, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in this clause if the Employer obtains acceptable alternative employment for an Employee.

Time off Period of Notice

- e) During the period of notice of termination given by the Employer, an Employee shall 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.
- f) 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 shall, at the request of the Employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

Statement of Employment

- g) The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide the Employee with a written statement specifying the period of the Employee's employment with the Hospital and the classification of, or the type of work performed by, the Employee.

Notice to Centrelink

- h) Where a decision has been made to terminate the employment of Employees and where the Act requires, the Employer shall notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

Centrelink Separation Certificate

- i) The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee an "Employment Separation Certificate" in the form required by Centrelink.

Employees with Less Than One Year's Continuous Service

- j) This clause does not apply to Employees with less than one (1) year's continuous service.

Employees Exempted

- k) This clause shall not apply where employment has been terminated because the conduct of the Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

12. Salary

- 12.1 Full time Employees will be paid the applicable Salary set out in the Schedules of this Agreement from the commencement of the first full pay period commencing on or after the dates set out therein.
- 12.2 This clause does not preclude the Employer, at the Employer's sole discretion:
- a) initially appointing an Employee to a higher step within the Employee range; or
 - b) accelerating an Employee through the steps within the Employee range irrespective of their length service.

13. Salary Packaging

- 13.1 Employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the Employer and the Employee. The Employer will pay the salary packaging amount in accordance with the salary sacrifice agreement.
- 13.2 An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- 13.3 The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice/ packaging arrangement was not in place. Employees will be offered the opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- 13.4 The Employer will nominate a provider of salary packaging services to manage these arrangements. The cost of the administration of the salary packaging arrangement is to be borne by the Employee and deducted from the Employee's account each fortnight.
- 13.5 The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary packaging to Employees under this Agreement.
- 13.6 All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- 13.7 The parties recognise the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary packaging arrangements.
- 13.8 Employees will have access to salary packaging arrangements subject to the following provisions:
- a) Accessing a salary packaging arrangement is a voluntary decision to be made by the individual Employee.
 - b) The Employee wishing to enter into a salary packaging arrangement will be required to sign a document which indicates that:
 - (i) The Employee has sought expert advice in relation to entering into such an arrangement and;
 - (ii) The Employee understands that in the event that Fringe Benefits Tax ("FBT") becomes payable on the benefit items which are selected, the salary packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary packaging to the Employer does not increase.

- c) If the Employee elects to continue with packaging, the cost of the payment of the FBT will be passed back to the Employee, or benefit items can be converted back to the agreed salary as per this Agreement.
 - d) That upon resignation or termination of employment of the Employee with the Employer, the Employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
- 13.9 In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- 13.10 Unless otherwise agreed by the Employer, an Employee may terminate their salary packaging contribution/payment by giving not less than one (1) month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

14. Payment and Particulars of Salary

- 14.1 Wages shall be paid fortnightly. Any changes to payment procedures are to be the subject of consultation with the individual Employee affected and, where requested by the Employee, the Union.
- 14.2 Employees shall have their salary paid into one account with a bank or other financial institution as nominated by the Employee except where agreement as to another method of payment has been reached between the Employee and the Employer due to the isolation of the work location. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by Employees no later than pay day provided that this requirement shall not apply where Employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the Employer making their deposits with such financial institutions but in such cases the Employer shall take all reasonable steps to ensure that the wages of such Employees are available for withdrawal by no later than pay-day. Subject to adequate notice in writing on each occasion, employees who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their days off.
- 14.3 Notwithstanding the provisions of clause 14.2, an Employee who has been given notice of termination of employment, in accordance with clause 10.1 of this Agreement, shall be paid all moneys due to him/her within 7 days after the day on which the employee's employment terminates. .
- 14.4 Where an Employee is summarily dismissed, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- 14.5 On each pay day an Employee, in respect of the payment then due, shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- 14.6 Where retrospective adjustments of wages are paid to Employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in clause 14.5.
- 14.7 Employees proceeding on Long Service Leave and Annual Leave shall, on request in writing, be paid in advance prior to commencing such leave. However, where an Employee wishes to receive their pay on their usual pay day, this shall be done.

15. Underpayment and Overpayment

- 15.1 The following process will apply once the issue of underpayment or overpayment is substantiated.

Underpayment

- 15.2 If the amount underpaid is equal to or greater than one (1) day's Salary for the Employee, the underpayment will be rectified within three (3) working days.
- 15.3 If the amount underpaid is less than one (1) day's Salary it will be rectified by no later than the next normal pay. However if the Employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the Employer to rectify the underpayment within three (3) working days.

Overpayment

- 15.4 In all cases where overpayments have occurred, the Employer shall as soon as possible advise the Employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Employer will also advise the Employee of the pay period from which the recovery of the overpayment is to commence.
- 15.5 One off overpayments will be recovered in the next normal pay, except that where the Employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an Employee's gross fortnightly Salary.
- 15.6 Unless the Employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the Employee's gross fortnightly Salary.
- 15.7 The recovery rate of 10% of an Employee's gross fortnightly base pay referred to above may be reduced by agreement, where the Employee can demonstrate that undue hardship would result.
- 15.8 Where an employer has overpaid an employee, the employer shall notify the employee of such overpayment and how such overpayment is made up, in writing, and may recover such amount, with the agreement of the employee as to the amount of the overpayment and the method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deductions from wages must be authorised in writing by the employee in accordance with s. 324 of the Act.

16. Superannuation

- 16.1 The Employer will make superannuation contributions into a complying fund in accordance with the Superannuation Guarantee ("SG") legislation as varied from time to time.
- 16.2 An Employee may nominate one complying fund to which all Agreement and statutory superannuation contributions shall be paid, subject to Employer approval of the fund nominated by the Employee. Provided that the Employer shall not unreasonably withhold agreement.
- 16.3 Where no such nomination is made before any such contributions become payable, the contributions referred to in this clause will be paid into the Employers default fund which is currently First State Super. First State Super is a fund that offers a My Super Product.

17. Higher Duties

With the approval of the Employer an Employee who is called upon to relieve an Employee in a higher classification continuously for five working days or more, and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification as required by the Employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.

18. Mobility, Excess Fares and Travelling

- 18.1 For the purpose of this clause, “**accustomed place of work**” shall mean the Hospital where an Employee is regularly required to commence duty by the Employer.
- 18.2 An Employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the Employee's own time and at the Employee's own expense.
- 18.3 No payment shall be made under this clause unless the Employer is satisfied that the Employee has incurred additional expenditure in having to report to an alternate place of work, at the direction of the Employer.
- 18.4 Travel, to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

Temporary relocation

- 18.5 Where an Employee is directed to report for duty to a place of work other than the Employee's accustomed place of work the Employee shall travel to and from the alternative place of work in the Employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
- 18.6 If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
- 18.7 Fares incurred by such Employee in excess of the fares normally incurred in travelling to the Employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
- 18.8 Where the Employee is required to report to an alternative place of work and has the prior approval of the Employer to travel by his/her own mode of conveyance, the Employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the Employee normally travels between the accustomed place of work and home. The kilometre allowance will be in accordance with the ATO prescribed guidelines (ie. *Car Expenses using the Cents per Kilometre Method*) as in force and amended from time to time.

Permanent relocation

- 18.9 Where an Employer has determined that an Employee or Employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected Employee(s) and, where requested by the Employee, the Union prior to notice of changed accustomed place of work being given.
- 18.10 The Employer shall give the Employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause “**reasonable notice**” shall be one calendar month prior to the date the Employee is first required to report to the new accustomed place of work.
- 18.11 Where the accustomed place of work is changed on a permanent basis by the Employer, the Employee shall report to the new accustomed place of work on the date specified by the Employer.

Relievers

- 18.12 The provisions of this clause shall not apply to an Employee appointed to regularly perform relief duties, or to Employees specifically employed to perform duties at more than one place of work, except as provided in clauses 18.13 and 18.14.
- 18.13 If a reliever incurs fares in excess of \$5.00 per day in travelling to and from the relief site, the excess shall be reimbursed.

18.14 Where a reliever, with the prior approval of the Employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5.00 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance in accordance with the ATO prescribed guidelines (ie. *Car Expenses using the Cents per Kilometre Method*) as in force and amended from time to time, less \$5.00.

19. Telephone Allowance

The Employer shall supply a mobile telephone to an Employee rostered On Call.

20. Uniforms and Protective Clothing

20.1 Subject to subclause 20.3, sufficient serviceable uniforms shall be supplied, free of cost, to each Employee required to wear them; provided that any Employee to whom a new uniform or part of a uniform has been supplied by the Employer, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment thereof at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.

20.2 An Employee on leaving the service of the Employer shall return any uniform or part thereof supplied by the Employer which is still in use by that Employee immediately prior to leaving.

20.3 In lieu of supplying a uniform to an Employee, the Employer may pay to such Employee the sum set out in Schedule 1.

20.4 If the uniform of an Employee is not laundered at the expense of the Employer, an allowance set out in Schedule 1 shall be paid to such Employee.

20.5 The allowances referred to in subclause 20.3 and 20.4 above are payable to Part-time Employees on the basis of one fifth of the full weekly allowance for each Shift Worked in the week.

20.6 Each Employee whose duties require him/her to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

21. Hours

21.1 The ordinary hours of work for day workers exclusive of meal times, shall be an average of 38 hours per week (pro rata for Part-time Employees) in each roster cycle to be worked Monday to Friday inclusive and to commence on such days at or after 6:00a.m. and before 10:00a.m.

21.2 The ordinary hours of work for Shift Workers, exclusive of meal times, shall not exceed an average of 38 hours per week (pro rata for Part-time Employees) in each roster cycle.

21.3 ADO system

a) For Full time Employees the prescribed hours of work shall be arranged in such a manner that in each roster cycle of 28 calendar days the Employee shall:

(i) not work his/her ordinary hours of work on more than 19 days in the cycle; and therefore

(ii) shall work an additional 2 hours per week on average (average of 40 hours worked in a week) over a four week period, in order to accrue one paid ADO per four week period.

b) Provided that Employees who work:

(i) 8 hour shifts are entitled to twelve ADOs per annum;

(ii) 10 hour shifts are entitled to one additional ADO each five weeks; and

- (iii) other combinations of shifts are entitled to such number of additional ADOs per annum as will ensure that their ordinary hours of work do not exceed an average of thirty eight hours per week.
- c) In each roster cycle of 28 days the Employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle. This principle is to be followed when formulating alternate roster cycles, examples of which are as follows:
 - (i) In each roster cycle of 21 days each Employee shall work his or her ordinary hours of work on not more than 14 days in the cycle; or
 - (ii) In each roster cycle of 14 days each Employee shall work his or her ordinary hours of work on not more than nine days in the cycle.
- d) The Employee's ADO shall be determined by mutual agreement between the Employee and the Employer having regard to the needs of the Employer
- e) Where there is agreement between an Employer and an Employee, an Employee's ADO may be accumulated and be taken at a time mutually agreed upon between the Employer and the Employee, provided that the Employee may not accumulate more than three (3) ADOs.
- f) Any ADO accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- g) Where an Employee's ADO falls due during a period of workers' compensation, the Employee, on returning to full duty, shall be given the next ADO in sequence.
- h) Where an Employee's ADO falls on a public holiday as prescribed by clause 32, the next working day or another mutually agreed working day shall be taken in lieu thereof.

22. Make-up time

- 22.1 An Employee may elect, with the consent of the Employer, to work "make-up time". "Make-up time" is worked when the Employee takes time off during ordinary hours, and works those hours at another time, during the spread of ordinary hours provided for in clause 21 of this Agreement, at the ordinary rate of pay.
- 22.2 An Employee on Shift Work may elect, with the consent of the Employer, to work "make-up time" (under which the Employee takes time off during ordinary hours and works those hours at another time) at the applicable Shift Work rate which would have been applicable to the hours taken off.

23. Breaks

- 23.1 There shall be a minimum break of eight hours between ordinary rostered shifts.

Rest Break

- 23.2 A period of twenty minutes shall be allowed to Employees for morning or afternoon tea and such period shall be included in the ordinary hours of work. Employees who are engaged for less than a whole shift on any one day shall be entitled to one tea break of ten minutes.
- 23.3 Approval may be given by the Employer in special and exceptional circumstances when it is not possible for an Employee to have a 20-minute break to take two ten-minute breaks at a time convenient to the Employee's circumstances.

Meal Break

- 23.4 Where practicable, Employees shall not be required to work more than four (4) hours without a meal break. By agreement between the Employer and an employee, an Employee(s) may work in excess of four (4) hours but not more than five (5) hours at ordinary rates of pay without a meal break.
- 23.5 Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an Employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.

Breaks on Overtime

- 23.6 An Employee required to work Overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours Overtime; all such time shall be counted as time worked.
- 23.7 An Employee recalled to work Overtime after leaving the Employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours Overtime; all such time shall be counted as time worked.
- 23.8 The meals referred to in clauses 23.6 and 23.7 shall be allowed to the Employee free of charge. Where the Employer is unable to provide such meals, the following allowances shall be paid to the Employee concerned:
- a) As set out at Schedule 1 – Allowances, for breakfast when commencing such Overtime work at or before 6:00 am;
 - b) As set out at Schedule 1 – Allowances, for luncheons when such Overtime extends beyond 2:00 pm on Saturdays, Sundays or holidays;
 - c) As set out at Schedule 1 – Allowances, for an evening meal when such Overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly or after 7:00 pm.
- 23.9 Where an Employee is required to work an Overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 24, the appropriate breaks for that shift, as prescribed in paragraphs 23.2 to 23.5, shall apply.

24. Roster of Hours

- 24.1 The ordinary hours of work for each Employee shall be displayed on a roster in a place conveniently accessible to Employees.
- 24.2 Where an Employee is entitled to an ADO, in accordance with clause 21.3, that ADO is to be shown on the roster of hours for that Employee.
- 24.3 Unless not reasonably practicable, the roster shall be displayed two weeks prior to the start date of the first working period in any roster.
- 24.4 Provided that this provision shall not make it obligatory for the Employer to display any roster of ordinary hours of work of members of the relieving staff.
- 24.5 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the service of the Employer to be carried on where another Employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an Employee working on a day which would otherwise have been such Employee's day off, the day off in lieu thereof shall be as mutually arranged. Further, the Employer may change an Employee's roster at short notice, with the

agreement of the Employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.

25. Shift Work and Weekend Work

- 25.1 Subject to the provisions of this clause, employees may be employed on shift work.
- 25.2 The ordinary hours of shift workers shall be worked on not more than five days per week and shall not exceed 152 hours per 28 calendar days.
- 25.3 As far as practicable, no employee shall be obliged to work shift work against his/her wishes.
- 25.4 Medical Physics Specialists Year 2 and above, Senior Medical Physics Specialists, Principal and Director Medical Physics Specialists shall not be required to work shift work against their wishes.
- 25.5 Before shift work is introduced into any section or department, the proposals relating thereto shall be conveyed to the Union and an opportunity given to discuss such proposals with representatives of the employer.
- 25.6 Any disputes arising out of the introduction of new shift systems shall be referred to a committee consisting not more than six members with equal representatives of the employer and the Union.

In the event of no unanimous decision being arrived at, the matter in dispute may be notified to the Fair Work Commission.

- 25.7 Work performed by shift workers working during ordinary hours shall be paid at the following rates:
 - (a) on Mondays to Fridays between 8:30 am and 9:00 pm at ordinary time rate of pay.
 - (b) On Mondays to Fridays before 8:30 am and after 9:00 pm at the rate of time and a half.
 - (c) On Saturdays at the rate of time and a half.
 - (d) On Sundays at the rate of time and three quarters.

26. Reasonable Additional Hours

- 26.1 The Employer may require and direct an Employee to work reasonable additional hours (“**Overtime**”).
- 26.2 An Employee may refuse to work Overtime in circumstances where the working of such Overtime would result in the Employee working hours which are unreasonable.
- 26.3 For the purposes of this clause what is reasonable or otherwise will be determined having regard to:
 - a) Any risk to Employee health and safety.
 - b) The Employee’s personal circumstances including any family and carer responsibilities.
 - c) The needs of the workplace or enterprise.
 - d) The notice (if any) given by the Employer of the Overtime and by the Employee of his or her intention to refuse it; and
 - e) Any other relevant matter.

27. Overtime

27.1 All time worked by Full-time Employees outside the ordinary hours in accordance with clauses 21 and 24 of this Agreement, shall be paid at the rate of time and one half up to 2 hours each day and thereafter at the rate of double time, provided that instead:

- a) all Overtime worked on Sunday shall be paid for at the rate of double time;
- b) all Overtime worked on public holidays shall be paid for at the rate of double time and one half.

27.2 All time worked by Part-time Employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of Full-time Employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter, provided that the applicable rate shall be;

- a) double time on Sundays;
- b) double time and a half on Public Holidays.

Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the Full-time Employees employed on that shift in the ward or section concerned shall not be regarded as Overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

27.3 All time worked by a Casual Employee in excess of 10 hours per day or 76 hours per fortnight shall be paid at for at the rate of time and one half for the first two hours and double time thereafter, provided that the applicable rate shall be;

- a) double time on Sundays;
- b) double time and a half on Public Holidays.

The overtime penalty rates are in substitution for any other penalty rate / casual loading under the Agreement.

27.4 Recall

- a) Subject to paragraphs 27.4b) to 27.4f) below, Employees who are recalled for duty, whether notified before or after leaving the Employer's premises, shall be paid for all time worked at the appropriate Overtime rate, with a minimum of four hours at such rates.
- b) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- c) The Employer must have processes in place for the formal release of Employees from recall duty.
- d) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- e) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- f) Employees required to work Overtime after leaving the Employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.

- g) An Employee recalled to work Overtime as prescribed by paragraph 27.4a) shall be paid all fares and expenses reasonably incurred in travelling to and from her/his place of work. Provided that where an Employee elects to use her/his own mode of transport, he/she shall be paid an allowance equivalent to kilometre allowance prescribed by ATO guidelines (ie. *Car Expenses using the Cents per Kilometre Method*) as in force and amended from time to time.

27.5 When Overtime is necessary it shall wherever reasonably practical be so arranged that Employees have at least eight consecutive hours off duty between the work on successive days or shifts.

27.6 An Employee who works so much Overtime:

- a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times; or
- b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next day or shift;

shall, subject to this subclause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of his/her Employer such an Employee resumes or continues to work without having had such eight consecutive hours off duty he/she shall be paid double time until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

27.7 For the purposes of assessing Overtime each day shall stand alone, provided however that where any one period of Overtime is continuous and extends beyond midnight, all Overtime hours in this period shall be regarded as if they had occurred within the one day.

27.8 When an Employee works Overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, he/she shall be paid at ordinary time for the time reasonably spent travelling from the Hospital to the Employee's home with a maximum payment of one hour. This subclause shall not apply in the case of recall or where the Employee has his/her own vehicle available for conveyance home.

27.9 *Time Off in Lieu*

The Employer and the Employee may agree that instead of receiving payment for Overtime the Employee take time off in lieu ("**TOIL**"), at a mutually agreed time subject to the following provisos:

- a) The Employee may take TOIL at the appropriate Overtime rate (e.g. if the Overtime rate was 1.5x the ordinary rate, the Employee may take 1.5 hours TOIL for every 1 hour worked.);
- b) A maximum number of hours of TOIL which may be accumulated will be agreed at the Unit Level;
- c) The Employer will keep a record of hours worked and owed to the Employee as TOIL;
- d) TOIL not taken within 12 months of being accrued, or on termination of employment, will be paid out at the appropriate Overtime rate;
- e) The Employer may request that the Employee takes TOIL which has been accumulated at times when the Hospital experiences low occupancy or a unit/s are closed.

28. On Call

28.1 An Employee required by his or her Employer to be On Call, shall be paid the allowance set out in Schedule 1.

29. Notice Board

The Employer shall permit a notice board of reasonable dimensions to be erected the staff lunch room which the Union representative shall be permitted to post Union notices.

30. Progression of Medical Physicists

A committee consisting of three, Director or Principal Medical Physics Specialists, at least two of whom are in the same specialty as the applicant, as well as a Human Resources representative, shall be constituted to consider and, if appropriate, recommend to the Employer upon application:

30.1 The promotion of a Medical Physics Specialist to Senior Medical Physics Specialist

30.2 The promotion of a Senior Medical Physics Specialist to Principal Medical Physics Specialist.

31. Labour Flexibility

31.1 The Employer may direct an Employee to carry out such duties as are reasonable, and within the limits of the Employee's skill, competence and training consistent with Employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.

31.2 The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.

31.3 Any direction issued by the Employer pursuant to clauses 31.1 or 31.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy work environment.

31.4 Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

32. Public Holidays

32.1 For the purpose of this subclause the following are to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the Employee's usual workplace is situated.

32.2 In addition to those public holidays prescribed in clause 29.1, there shall be an extra public holiday each year. Such public holiday will be determined by the Employer to be taken in the Christmas/New Year period, or other suitable period as agreed between the Employer and Employees and, if nominated, the Union and shall be regarded for all other purposes of this clause as any other public holiday.

32.3 Public holidays shall be allowed to Full-time and Part-time Employees on full pay in accordance with the NES.

32.4 Except as otherwise provided in this subclause, where an Employee is required to and does work on any of the Public Holidays set out in this subclause, whether for a full shift or not, the Employee shall be paid for the ordinary rostered hours of duty worked on that day in accordance with the following rates:

- a) Full-time Employees – double time and a half
- b) Part-time Employees - double time and a half

- 32.5 Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- 32.6 If the Employee so elects and with the consent of the Employer, he/she may be paid at the rate of time and a half time for the ordinary rostered hours worked and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.
- 32.7 Where an Employee is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.
- 32.8 Where a public holiday occurs on a Shift Worker's rostered day off he/she shall:
- a) be paid one day's pay in addition to the weekly rate; or
 - b) if the Employee so elects and with the consent of the Employer, have one day added to his/her period of annual leave.
- 32.9 An election so approved under clause 32.6 or 32.8 is to be made in writing by the Employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

33. Annual Leave

Entitlement to Annual Leave

- 33.1 Senior, Principal and Director Medical Physics Specialists shall be allowed five (5) weeks' annual leave on full pay in respect of each twelve (12) months' service with the Employer.
- 33.2 All other Employees shall be allowed four (4) weeks' annual leave on full pay in respect of each twelve (12) months' service with the Employer.
- 33.3 *Additional week's leave*
- a) For the purposes of the NES and the additional week of annual leave the definition that applies is: Employees who are rostered to work and do work on 35 or more ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive one week's additional annual leave.
 - b) Employees who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional annual leave calculated on the basis of 38 hours of additional annual leave for 35 such shifts worked.
 - c) Employees who work less than 38 hours per week and who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional leave calculated on the basis of the number of ordinary weekly hours of additional annual leave for 35 such shifts worked.
 - d) The calculations referred to in subclause 33.3c) above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- 33.4 On termination of employment, Employees shall be entitled to payment for any untaken accrued annual leave.

- 33.5 Annual leave will be taken by mutual agreement and the employer will not unreasonably refuse to a request to take annual leave.
- 33.6 Where the Employee has leave accrual in excess of 150% of their annual leave accrual per year,, the Employer may direct the Employee to take some or all of that accrued annual leave, provided that:
- a) the Employee has been given a reasonable opportunity to submit a plan to reduce the leave to six weeks within six months;
 - b) the Employer will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months;
 - c) the employer will provide at least 8 weeks' notice; and
 - d) in directing that the Employee take leave, the Employee cannot be directed to reduce the accrued leave to less than six weeks.

Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties

- 33.7 Employees who become entitled to take and do take a period of annual leave pursuant to their entitlement under the National Employment Standards shall be paid ordinary salary plus the higher of a) or b):
- a) annual leave loading of 17.5% of their ordinary rate of pay; or
 - b) in the case of a shiftworker, the shift allowances and weekend penalties they would have earned if they did not take annual leave (provided that shift allowances and weekend penalties will not be payable for public holidays which occur during a period of annual leave).
- 33.8 The entitlement to annual leave loading or shift allowances and weekend penalties referred to in this clause are to be calculated and paid at the same time as the annual leave is paid.
- 33.9 On termination of employment for any reason, the Employee shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- 33.10 Credit of time towards an ADO shall not accrue when an Employee is absent on annual leave in accordance with this clause.
- 33.11 Employees entitled to ADOs in accordance with clause 21.3 of this Agreement shall accrue credit towards an ADO in respect of each day that Employee is absent on additional annual leave in accordance with clause 32 (Public Holidays) of this Agreement. In respect of that annual leave elected to be accrued pursuant to the provisions of clause 32 (Public Holidays), no annual leave loading or shift allowances and weekend penalties are payable.

Cashing Out of Annual Leave

- 33.12 Annual Leave credited to an Employee may be cashed out, subject to the following conditions:
- a) the Employee must elect in writing to receive payment in lieu of an amount of annual leave on each occasion on which annual leave is cashed out;
 - b) after the cashing out the Employee's remaining accrued entitlement to paid annual leave must be no less than four (4) weeks;
 - c) the Employer has agreed to the Employee cashing out the annual leave; and
 - d) the Employee must be paid at least the full amount that would have been payable to the Employee had she or he taken the leave that he or she has forgone.

33.13 Half Pay Annual Leave

- (a) Subject to the approval of the Employer, employees may access the provision of this clause only where the Employee has an Annual Leave credit that is equivalent to less than two year's accrual.
- (b) Subject to operational requirements and this Clause, Employees are entitled, to elect to use annual leave at half pay for any period up to the available annual leave credit.
- (c) Credits will be deducted at a rate of 50% of a credit per day.

34. Long Service Leave

34.1 The following long service leave provisions apply to staff employed under this Agreement:

Entitlement and Accrual

- a) After Service for seven (7) years or more but not more than ten (10) years, an Employee is entitled to Long Service Leave, proportionate to his or her length of Service, calculated at the rate of two (2) months on full pay for ten (10) years served.
- b) After Service for more than ten (10) years, an Employee is entitled to Long Service Leave under subclause 34.1a) in respect of the first ten (10) years and additional long service leave, proportionate to his or her length of Service, calculated at the rate of five (5) months on full pay for each ten (10) years served after the first ten (10) years.

Definition of Service

- c) For the purposes of this clause:
 - (i) “**Service**” shall mean continuous service with the Employer.
 - (ii) Service shall not include:
 - A. any period of leave without pay, except in the case of Employees who have completed at least ten (10) years’ Service (any period of absence without pay being excluded there from) in which case Service shall include any period of leave without pay not exceeding six (6) months taken after 1 January 1973.;

Taking Long Service Leave

- d) An employee with an entitlement to long service leave may elect to access such entitlement:
 - (i) on full pay;
 - (ii) on half pay; or
 - (iii) on double pay.
- e) When an Employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (i) a period of leave on full pay - the number of days so taken;
 - (ii) a period of leave on half pay - half the number of days so taken; or
 - (iii) a period of leave on double pay - twice the number of days so taken.

- f) If a public holiday occurs whilst the Employee is taking long service leave and the Employee would have otherwise worked on that day but for the public holiday, the amount of long service leave to be deducted is to be reduced by the public holiday.
- g) Long Service Leave shall be taken at a time mutually arranged between the Employer and the Employee.

Payment on Termination

- h) On the termination of employment of an Employee with an entitlement to long service leave, otherwise than by his/her death, the Employer will pay the Employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the Salary payable to the Employee at the date of such termination
 - a).
- i) Where an Employee who has acquired a right to long service leave, or after five (5) years and less than seven (7) years' Service, dies, and any long service leave:
 - (i) to which the Employee was entitled has not been taken; or
 - (ii) accrued upon termination of the services of the Employee by reason of the worker's death and has not been taken;

the Employer shall upon request by the Employee's personal representative pay to the Employee's personal representative in full the ordinary pay that would have been payable to the Employee in respect of the long service leave, less any amount already paid to the Employee in respect of that leave. Such monetary value shall be determined according to the Salary payable to the Employee at the time of his/her death.

- j) Where the services of an Employee with at least five (5) years' Service but less than seven (7) years' Service, are terminated by the Employer for any reason other than the Employee's serious and wilful misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two (2) months' long service leave for ten (10) years' Service.
- k) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Agreement may have accrued or may be accruing to an Employee and shall apply only to persons in the employ of the Employer on or after the date of commencement of this Agreement. Where an Employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Agreement, the Employer shall be entitled to debit such leave against any leave to which the Employee may be entitled pursuant to this clause.

35. Personal/Carer's Leave

Definitions

- 35.1 A person who needs the Employee's care and support is referred to as the "**person concerned**" and is:
- a) a spouse or former spouse of the Employee; or
 - b) a de facto partner 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 includes a former de facto partner;; or
 - c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or current or former spouse or de facto spouse of the Employee; or

- d) a member of the same Household of the Employee, where for the purpose of this clause relating to Personal Leave.

35.2 “**Personal Leave**” is leave taken:

- a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee (“**sick leave**”); or
- b) to provide care or support to a member of the employee’s immediate family or household who requires care or support because of a personal illness or injury affecting the member, or an unexpected emergency affecting the member (“**carer’s leave**”).

Entitlement

- 35.3 A Full time Employee shall accrue personal / carer’s leave at the rate of ten (10) days for each year of continuous service with the Employer. A period of personal / carer’s leave shall be paid at full pay.
- 35.4 Paid Personal Leave accrues based on an employee’s ordinary hours of work and accumulates from year to year.
- 35.5 Part time Employees accrue paid Personal Leave on a pro rata basis.
- 35.6 The Chief Executive or authorised delegate of the Employer may, in special circumstances, make a grant of additional paid Personal Leave.
- 35.7 The entitlement to carer’s leave in accordance with this Agreement is subject to:
 - a) the Employee being responsible for the care and support of the person concerned; and
 - b) the person concerned being as defined in clause 35.1 of this clause.
- 35.8 The Employer shall not change the rostered hours of work of an Employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the Employee is on sick leave.
- 35.9 The Employee shall, if required by the Employer, establish either by production of a medical certificate or statutory declaration that the illness of the Employee or person concerned is such as to require care by another person.
- 35.10 The Employee has the right to choose the method by which the ground for Personal Leave is established, that is, by production of either a medical certificate or statutory declaration.
- 35.11 Subject to satisfying relevant occupational health and safety requirements, the Employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- 35.12 The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take Personal Leave, and, in relation to carer’s leave, the person’s relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give notice of absence prior to work commencing for the day / shift, the Employee shall notify the Employer as soon as reasonably practicable.

Use of other leave entitlements

- 35.13 Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave shall be recredited where an illness occurs during the period of annual or long service leave provided that the period of leave does not occur prior to retirement, resignation or termination of services.

35.14 An Employee may, with the consent of the Employer, take:

- a) annual leave;
- b) long service leave, subject to the rules set out in this Agreement; or
- c) leave without pay;

for the purpose of sick leave or providing care and support to the person concerned as defined in clause 35.1.

35.15 An employee is entitled to two days of unpaid carer's leave for each occasion when a person concerned is ill / injured or there is an unexpected emergency affecting the person concerned. This entitlement may only be accessed if the employee has exhausted all paid personal / carer's leave entitlement, or in the case of a casual employee.

35.16 An Employee shall not be entitled to sick leave on full pay for any period in respect of which such Employee is entitled to accident pay, or workers' compensation; provided, however, that where an Employee is not in receipt of accident pay, an Employer shall pay to an Employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation, and full pay. The Employees' sick leave entitlement under this clause shall for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay.

36. Compassionate Leave

36.1 An employee (other than a casual employee) shall be entitled to up to two days compassionate leave without deduction of pay for each occasion (a permissible occasion) when a person concerned:

- a) contracts or develops a personal illness that poses a serious threat to his or her life;
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

For casual employees, compassionate leave is unpaid.

36.2 The entitlement to compassionate leave also applies when:

- a) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- b) the employee, or the employee's spouse or de facto partner, has a miscarriage.

36.3 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide to the satisfaction of the employer proof of death or life threatening injury or illness.

36.4 Compassionate leave may be taken in conjunction with other leave available under this Agreement. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable requirements of the business.

36.5 The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, for example floods or bushfires, which clearly prevent attendance for duty.

37. Family Violence

37.1 The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

37.2 Definition of Family Violence

The employer accepts the definition of family violence as stipulated in the relevant state legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

37.3 General Measures

- a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service or Lawyer. A Statutory Declaration is considered as an agreed document and will not be refused.
- b) Personal information concerning family violence will be kept confidential by the employer.
- c) An employee experiencing family violence may raise the issue with their immediate supervisor/manager.

37.4 Individual support

In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve a request from an employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:

- a) changes to their span of hours of pattern or hours and/or shift patterns;
- b) job redesign or changes to duties within their skills and capabilities;
- c) relocation to suitable employment within the workplace;
- d) a change to their telephone number or email address to avoid harassing contact; and/or
- e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

An employee experiencing family violence will be offered a referral to the relevant local resources. An employee that discloses to their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

37.5 Leave

- a) The employer will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carer's leave for such purposes.
- b) In addition, the employer will provide up to 10 paid days family violence leave per annum. This leave may be taken as consecutive or single days or as a fraction of a day. This leave is available in full at the start of each 12 month period of the employee's employment and does not accumulate from year to year.
- c) The employee will apply in advance for this leave whenever possible.

- d) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital or to mind children.

38. Family and Community Services Leave

38.1 The entitlements set out in this clause apply only to staff employed prior to 17 September 2015.

General

38.2 For the purpose of this clause relating to FACS leave:

- a) "**Relative**" means a person either related by blood, marriage or Affinity or a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis;
- b) "**Affinity**" means a relationship, including a de facto relationship, that one spouse has to blood relatives of the other; and
- c) "**Household**" means a family group living in the same domestic dwelling.

38.3 The Chief Executive or authorised delegate of the Employer may grant FACS leave to an Employee:

- a) to provide care and/or support for sick members of the Employee's Relatives or Household;
- b) for reasons related to the family responsibilities of the Employee (e.g. to arrange and or attend a funeral of a Relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a Relative);
- c) for reasons related to the performance of community service by the Employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- d) in a case of pressing necessity (e.g. where the Employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

38.4 An Employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

38.5 Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

Entitlement

38.6 The maximum amount of FACS leave on full pay that may be granted to an Employee is:

- a) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- b) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the Employee since 1 January 1995;
- c) whichever method provides the greater entitlement.

38.7 FACS leave is available to Part time Employees on a pro rata basis, based on the percentage of the Full time Salary the Employee receives.

Additional FACS leave for bereavement purposes

38.8 FACS leave replaces compassionate leave.

38.9 Where FACS leave has been exhausted, additional compassionate leave of up to 2 days may be granted on a discrete, "per occasion" basis in accordance with the Act.

Use of other leave entitlements

38.10 The Chief Executive or authorised delegate of the Employer may grant an Employee other leave entitlements for reasons related to family responsibilities or community service obligations of the Employee.

38.11 An Employee may elect, with the consent of the Employer, to take annual leave, long service leave or leave without pay for absence from work in circumstances outlined at subclause 38.3.

38.12 Where any of the provisions of the NES are more beneficial, then such provisions will apply.

39. Parental and Adoption Leave

39.1 Parental Leave

Eligibility

- a) To be eligible for paid parental leave a Full time or Part time Employee must have completed at least forty (40) weeks' continuous service prior to the expected date of birth and be the primary care giver of the child.
- b) An Employee who has once met the conditions for paid parental leave will not be required to again work the forty (40) weeks' continuous service in order to qualify for a further period of paid parental leave, unless:
 - (i) there has been a break in service where the Employee has been re-employed: or
 - (ii) the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under NSW Workers' Compensation legislation.

Entitlement to Paid Parental Leave

- c) An eligible Employee is entitled to fourteen (14) weeks at the ordinary rate of pay from the date parental leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.
- d) It is not compulsory for an Employee to take this period off work. However, if a pregnant Employee decides to work during the six (6) weeks prior to the date of birth it is subject to the Employee being able to satisfactorily perform the full range of normal duties.
- e) Paid parental leave may be paid:
 - (i) on a normal fortnightly basis; or
 - (ii) in advance in a lump sum; or

- (iii) at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.
- f) Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an Employee to remain on full pay for that period.

Unpaid Parental Leave

- g) Full time and Part time Employees who are entitled to paid parental leave are entitled to a further period of unpaid parental leave of not more than twelve (12) months after the actual date of birth providing they are the primary care giver of the child.
- h) Full time and Part time Employees who are not eligible for paid parental leave are entitled to unpaid parental leave of not more than twelve (12) months.

Applications

- i) An Employee who intends to proceed on parental leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with her or his absence can be made.
- j) Written notice of not less than eight (8) weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

Variation after Commencement of Leave

- k) After commencing parental leave, an Employee may vary the period of her or his parental leave once only without the consent of the Employer by giving the Employer notice in writing of the extended period at least fourteen (14) days' before the start of the extended period. The Employer may accept less notice if convenient.
- l) An Employee may extend the period of parental leave at any time with the agreement of the Employer.

Staffing Provisions

- m) Any person who occupies the position of an Employee on parental leave must be informed that the Employee has the right to return to her or his former position. Additionally, since an Employee has the right to vary the period of her or his parental leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the Employee elects to return to duty, whichever occurs first.

Effect of Parental Leave on Accrual of Leave, Increments etc.

- n) When the Employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of parental leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.
- o) Except in the case of Employees who have completed ten (10) years' service, the period of parental leave without pay does not count as service for long service leave purposes. Where the Employee has completed ten (10) years' service the period of parental leave without pay shall count as service provided such leave does not exceed six (6) months.

- p) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- q) Where public holidays occur during the period of paid parental leave, payment is at the rate of parental leave received i.e., public holidays occurring in a period of full pay parental leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

Illness Associated with Pregnancy

- r) If, because of an illness associated with her pregnancy an Employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- s) Where an Employee is entitled to paid parental leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The Employee then commences parental leave with the normal provisions applying.

Transfer to a More Suitable Position

- t) Where, because of an illness or risk associated with her pregnancy, an Employee cannot carry out the duties of her position, the Employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform.

Miscarriages

- u) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions and / or compassionate leave.

Stillbirth

- v) In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an Employee may elect to take sick leave and / or compassionate leave, subject to production of a medical certificate, or parental leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

Effect of Premature Birth on Payment of Parental Leave

- w) An Employee who gives birth prematurely and prior to proceeding on parental leave shall be treated as being on parental leave from the date leave is commenced to have the child. Should an Employee return to duty during the period of paid parental leave, such paid leave ceases from the date duties are resumed.

Right to Return to Previous Position

- x) An Employee returning from parental leave has the right to resume her or his former position.
- y) Where this position no longer exists the Employee is entitled to be placed in a position nearest in status and salary to that of her or his former position and to which the Employee is capable or qualified.

Further Pregnancy While on Parental Leave

- z) Where an Employee becomes pregnant whilst on parental leave a further period of parental leave shall be granted. If an Employee enters on the second period of parental leave during the currency of the initial period of parental leave, then any residual parental leave from the initial entitlement ceases.

- aa) An Employee who commences a subsequent period of parental leave while on unpaid parental leave under this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on parental leave).
- bb) An Employee who commences a subsequent period of parental leave during the first twelve (12) months of a return to duty on a Part time basis as provided under this clause is entitled to be paid at their substantive Full time rate for the subsequent period of parental leave.
- cc) An Employee who commences a subsequent period of parental leave more than twelve (12) months after returning to duty on a Part time basis this clause, will be entitled to paid parental leave for the subsequent period of parental leave at their Part time rate.

39.2 ***Adoption Leave***

Eligibility

- a) All Full time and Part time Employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.
- b) To be eligible for paid adoption leave a Full time or Part time Employee must also have completed at least forty (40) weeks' continuous service prior to the date of taking custody of the child.
- c) An Employee who has once met the conditions of paid adoption leave, will not be required to again work the forty (40) weeks' continuous service in order to qualify for further periods of paid adoption leave, unless:
 - (i) there has been a break in service where the Employee has been re-employed; or
 - (ii) the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under NSW Worker's Compensation legislation.

Paid Adoption Leave

- d) Eligible Employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.
- e) Paid adoption leave may be paid:-
 - (i) on a normal fortnightly basis; or
 - (ii) in advance in a lump sum; or
 - (iii) at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.
- f) Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an Employee to remain on full pay for that period.

Unpaid Adoption Leave

- g) Eligible Employees are entitled to unpaid adoption leave as follows:
 - (i) 12 months of unpaid leave if the leave is associated with the placement of a child with the employee for adoption; and the employee has or will have responsibility for the care of

the child. For the purposes of the age of the child section 68 of the Fair Work Act 2009 will apply.

Applications

- h) Due to the fact that an Employee may be given little notice of the date of taking custody of a child, Employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the Employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

Variation after Commencement of Leave

- i) After commencing adoption leave, an Employee may vary the period of leave, once without the consent of the Employer and otherwise with the consent of the Employer. A minimum of fourteen (14) days' notice must be given, although the Employer may accept less notice if convenient.

Staffing Provisions

- j) As per parental leave conditions.

Effect of Adoption Leave on Accrual of Leave, Increments, etc

- k) As per parental leave conditions.

Right to return to Previous Position

- l) As per parental leave conditions.

39.3 *Partner Leave*

Eligibility

- a) To be eligible for partner leave a Full time or Part-time Employee must have completed at least forty (40) weeks' continuous service prior to the expected date of birth or to the date of taking custody of the child.
- b) An Employee who has once met the conditions for paid partner leave will not be required to again work the forty (40) weeks' continuous service in order to qualify for a further period of paid partner leave, unless:
 - (i) there has been a break in service where the Employee has been re-employed; or
 - (ii) the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under NSW Workers' Compensation legislation.

Entitlements

- c) Eligible Employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding fifty two (52) weeks, which includes two (2) week of paid leave, and may be taken as follows:
 - (i) an unbroken period of up to eight (8) weeks at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short partner leave); and

- (ii) a further unbroken period in order to be the primary caregiver of the child (extended partner leave).
- d) The entitlement of two (2) week's paid partner leave may be taken at any time within the 52 week period and shall be paid:
 - (i) at the Employees ordinary rate of pay for a period not exceeding two (2) week on full pay; or
 - (ii) four (4) weeks at half pay or the period of paid partner leave taken, whichever is the lesser period.
- e) Extended partner leave cannot be taken at the same time as the Employee's spouse or partner is on parental or adoption leave, except as provided for by the Act.
- f) Annual and/or long service leave credits can be combined with periods of partner leave on half pay to enable an Employee to remain on full pay for that period.

Applications

- g) An Employee who intends to proceed on partner leave should formally notify their Employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- h) In the case of extended partner leave, the Employee should give written notice of the intention to take the leave.
- i) The Employee must, at least four (4) weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the Employee. In such an instance, the Employee should notify the Employer as early as practicable.
- j) The Employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- k) In the case of extended partner leave, the Employee must, before the start of leave, provide a statutory declaration by the Employee stating:
 - (i) if applicable, the period of any parental leave sought or taken by his or her spouse or partner, and
 - (ii) that they are seeking the period of extended partner leave to become the primary care giver of the child.

Variation after Commencement of Leave -

- l) After commencing parental leave, an Employee may vary the period of her/his partner leave, once without the consent of the Employer and otherwise with the consent of the Employer. A minimum of fourteen (14) days' notice must be given, although the Employer may accept less notice if convenient.

Effect of Parental Leave on Accrual of Leave, Increments etc.

- m) As per parental leave conditions.

Right to Return to Previous Position

- n) As per parental leave conditions.

39.4 ***Right to Request***

- a) An Employee entitled to parental, adoption or extended partner leave may request the Employer to allow the Employee:
 - (i) to extend the period of unpaid parental, adoption or extended partner leave for a further continuous period of leave not exceeding twelve (12) months;
 - (ii) to return from a period of parental, adoption or extended partner leave on a Part time basis until the child reaches school age;to assist the Employee in reconciling work and parental responsibilities.
- b) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- c) The Employee's request and the Employer's decision made under clauses 39.4a) must be recorded in writing.
- d) Where an Employee wishes to make a request under clause 39.4a)(ii):
 - (i) the Employee is to make an application for leave without pay to reduce their Full time weekly hours of work;
 - (ii) such application must be made as early as possible to enable the Employer to make suitable staffing arrangements. At least four (4) weeks' notice must be given;
 - (iii) Salary and other conditions of employment are to be adjusted on a basis proportionate to the Employee's Full time hours of work i.e. for long service leave the period of service is to be converted to the Full time equivalent and credited accordingly.

Employees who return from leave under this arrangement otherwise remain Full time Employees.

39.5 ***Communication During Leave***

- a) Where an Employee is on parental, adoption or extended partner leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing the leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing the leave.
- b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of the leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a Part time basis.

- c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

39.6 **Other**

- a) Where a temporary Employee is entitled to parental leave under the Act, the following provisions shall also apply, in addition to those set out in the Act.
- b) The Employer must not fail to re-engage a temporary Employee because:
 - (i) the Employee or Employee's spouse or partner is pregnant; or
 - (ii) the Employee is or has been immediately absent on parental leave.
- c) The rights of the Employer in relation to engagement and re-engagement of temporary Employees are not affected, other than in accordance with this clause.
- d) During a period of unpaid parental, adoption or extended partner leave, the Employee will not be required to meet the Employer's superannuation liability.

39.7 **Commonwealth Paid Parental Leave (CPPL)**

- a) The CPPL scheme may be available to eligible Employees.
- b) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the CPPL (currently eighteen (18) weeks' paid parental leave prescribed under the *Paid Parental Leave Act 2010* (Cth)). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the eighteen (18) weeks paid parental leave paid at the Federal minimum wage.

40. **Study Leave**

The provisions of the Lifehouse Continuing Professional Development (CPD) for Medical Physicists Policy, as amended from time to time, shall apply.

41. **Representative Leave**

41.1 Leave to attend trade union and union delegate courses/ seminars shall be as follows:

- a) To a maximum of four (4) days per year (1 January to 31 December) for each representative at the Hospital for the totality of all applications of paid trade union, union delegate training leave, attendance at union conferences, meetings and courses provided that:
 - 1. That two (2) weeks' notice is provided to the employer;
 - 2. The approval of leave must have regard to the operational requirements of the employer;
 - 3. This leave shall be paid at the ordinary time rate of pay.

41.2 The number of representatives, taking into account the size of the hospital, will be agreed between the parties. Provided that the minimum number of agreed representatives shall be not less than two and no more than four representatives.

41.3 Reasonable time will be allowed for appointed job delegates to carry out their respective roles.

41.4 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

41.5 Trade Union Activities regarded as On-Duty

A Union delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (a) to (f) below.

While undertaking such activities on a normal rostered day on duty, the Union delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where a Union delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the Work Health and Safety Act, 2011.
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before:
 - (1) meetings with management;
 - (2) disciplinary or grievance meetings when a Union member requires the presence of an Union delegate; and
 - (3) any other meeting with management,by agreement with management, where operational requirements allow the taking of such time.
- (d) Giving evidence in court on behalf of the employer;
- (e) Presenting information on the Union and Union activities at induction sessions for new staff. Union shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (f) Distributing official Union publications or other authorised material at the workplace, provided that reasonable notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

42. Amenities

The Employer shall provide reasonable amenities for the use of employees, including:

- (a) A suitable change room and adequate washing and toilet facilities; and
- (b) A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such an employee; and
- (c) The employer shall provide tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof.

43. Purchased Leave

- (a) Purchased leave is where employees have planned absences of up to four weeks of leave which is funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.
- (b) Purchased leave must be utilised within the calendar year that it accrues.
- (c) Purchased leave counts as service for all purposes.
- (d) When the employee makes an application for purchased leave, they must state the period of leave proposed to take the purchased leave.
- (e) The Employer's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the period of leave requested, personal needs and family responsibilities of staff.
- (f) Once a period of purchased leave has been approved, it may only be revoked by the Employer where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the employee, or the leave deferred to a date mutually agreed by employer and employee.
- (g) Where an employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.
- (h) Annual leave loading is not payable on purchased leave.

SCHEDULE 1 – ALLOWANCES

Item No.	Clause No.	Description	Current \$	FFPPOA 1/7/22 \$	FFPPOA 1/9/2023 \$
				3.00%	3.00%
1	28.1	On Call - per 24 hours or any part thereof (week days)	26.78	27.58	28.41
		On Call - per 24 hours or any part thereof (weekend days)	52.8	54.38	56.01
3	20.3	Uniform and Laundry Allowance - Uniform (per week)	2.87	2.96	3.05
	20.4	- Laundry (per week)	2.99	3.08	3.17
	23.8	Overtime Meal Allowance Breakfast at or before 6.00am	33.06	34.05	35.07
		Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00pm	33.06	34.05	35.07
		Lunch beyond 2.00pm Saturdays, Sundays or Holidays	33.06	34.05	35.07

SCHEDULE 2 – Salary Rates for Accredited Medical Physicists

Year of Service / Level	Current	FFPPOA 1/7/22	FFPPOA 1/9/2023
		3.00%	3.00%
	\$ PER HOUR	\$ PER HOUR	\$ PER HOUR
Medical Physics Registrar			
Year 1	37.61	38.74	39.9
Year 2	41.77	43.02	44.31
Year 3	45.95	47.33	48.75
Year 4	50.15	51.65	53.2
Year 5	54.32	55.95	57.63
Medical Physics Specialist			
Year 1	62.69	64.57	66.51
Year 2	71.03	73.16	75.35
Year 3	79.39	81.77	84.22
Year 4	87.74	90.37	93.08
Year 5	96.09	98.97	101.94
Senior Medical Physics Specialist			
Year 1	100.28	103.29	106.39
Year 2	104.46	107.59	110.82
Year 3	108.64	111.9	115.26
Year 4	112.82	116.2	119.69
Principal Medical Physics Specialist			
Year 1	116.97	120.48	124.09
Director Medical Physics Specialist			
Level 1	116.97	120.48	124.09
Level 2	122.83	126.51	130.31
Level 3	129.52	133.41	137.41

SCHEDULE 3 – Salary Rates for Non-Accredited Medical Physicists

Year of Service / Level	Current	FFPPOA 1/7/22	FFPPOA 1/9/2023
		3.00%	3.00%
	\$ PER HOUR	\$ PER HOUR	\$ PER HOUR
Medical Physics Registrar			
Year 1	37.61	38.74	39.9
Year 2	41.77	43.02	44.31
Year 3	45.95	47.33	48.75
Year 4	50.15	51.65	53.2
Year 5	54.32	55.95	57.63
Medical Physics Specialist			
Year 1	56.41	58.1	59.84
Year 2	63.93	65.85	67.83
Year 3	71.44	73.58	75.79
Year 4	78.96	81.33	83.77
Year 5	86.49	89.08	91.75
Senior Medical Physics Specialist			
Year 1	96.27	99.16	102.13
Year 2	100.28	103.29	106.39
Year 3	104.29	107.42	110.64
Year 4	108.3	111.55	114.9
Principal Medical Physics Specialist			
Year 1	113.48	116.88	120.39
Director Medical Physics Specialist			
Level 1	113.48	116.88	120.39
Level 2	119.17	122.75	126.43
Level 3	125.64	129.41	133.29

SIGNATURES

I am authorised to sign this Agreement on behalf of Lifehouse Australia

SIGNATURE

PRINT NAME AND AUTHORITY TO SIGN / TITLE

ADDRESS: _____

DATE: _____

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the HEALTH SERVICES UNION (NSW BRANCH)

SIGNATURE

PRINT NAME AND AUTHORITY TO SIGN / TITLE

ADDRESS: _____

DATE: _____

I am authorised to sign this Agreement as a nominated employee bargaining representative

SIGNATURE

PRINT NAME AND AUTHORITY TO SIGN / TITLE

ADDRESS: _____

DATE: _____