

# Genesis Cancer Care Victoria Radiation Therapists Enterprise Agreement 2024

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## 1. TITLE AND OPERATION

- 1.1. This agreement will be known as the Genesis Cancer Care Victoria Radiation Therapists Enterprise Agreement 2024 (**Agreement**).
- 1.2. This Agreement will start to operate on the first full pay period commencing 7 days after its approval by the Fair Work Commission (**FWC**) (**Commencement Date**) and will remain in force until 1 October 2027 and thereafter in accordance with the *Fair Work Act 2009* (Cth) (**FW Act**).
- 1.3. The parties agree that discussions will commence for a new agreement no later than 3 months prior to the nominal expiry date of this Agreement.

## 2. COVERAGE

- 2.1. This Agreement covers:
  - a. Genesis Cancer Care Victoria Pty Ltd (ACN 152 415 373) located in the state of Victoria and in Albury, New South Wales (**GenesisCare**);
  - b. the Employees employed by GenesisCare who are employed to work in the classifications in Schedule 1 of this Agreement (**Employees**); and
  - c. subject to the requirements of the FW Act, the Health Services Union Victoria No. 3 Branch trading as the Victorian Allied Health Professionals Association (**VAHPA**).

## 3. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENT

- 3.1. This Agreement:
  - a. represents the consolidation of wages and conditions of employment for the Employees covered by this Agreement;
  - b. is intended to cover all matters pertaining to the employment relationship and represents a complete statement of the mutual rights and obligations between GenesisCare and the Employees to the exclusion of any other award or agreement including, without limitation, the Health Professionals and Support Services Award 2020 (**Award**);
  - c. subject to subclause 3.2, constitutes the entire agreement between GenesisCare and the Employees as to its subject matter and, subject to subclause 13.4, supersedes all prior representations and agreements in connection with that subject matter; and
  - d. may only be altered or varied by agreement in accordance with the provisions of the FW Act.
- 3.2. Entitlements in accordance with the National Employment Standards (**NES**) are provided for under the FW Act. Where there is any inconsistency between the terms of this Agreement and the NES, the NES will apply to the extent that it provides a more favourable outcome for an Employee.

## 4. DEFINITIONS

- 4.1. "**Company**" has the same meaning as GenesisCare.
- 4.2. "**FWC**" means the Fair Work Commission or its successor.

- 4.3. **"Ordinary Time Rate"** means the hourly rates, as applicable to an Employee's classification and pay point at the time, defined in Schedule 2 of this Agreement or where an Employee is receiving an hourly rate that is higher than that applicable to their classification and pay point as per subclause 13.4, the ordinary time rate will mean the higher rate. For the avoidance of doubt, the Ordinary Time Rate does not include the casual loading.
- 4.4. **"Immediate Family"** of an Employee means:
- a spouse (including former spouse), de facto partner (including former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee; or
  - a child, parent, grandparent, grandchild or sibling of a spouse (including former spouse) or de facto partner (including former de facto partner) of the Employee.
- 4.5. **"de facto"** partner of an Employee:
- 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 of the Employee.
- 4.6. **"Household"** or **"Household Member"** of an Employee means any person who lives with the Employee.
- 4.7. **"Service"** and **"Continuous Service"** meanings will be as per section 22 of the FW Act.
- 4.8. **"MRPBA"** means the Medical Radiation Practice Board of Australia or its successor.
- 4.9. **"Primary Carer"** refers to the parent of a child for whom birth-related leave or adoption-related leave applies under the NES and who will have primary responsibility for the care, development, and upbringing of the child, noting there can only be one Primary Carer at any one time.
- 4.10. **"Secondary Carer"** refers to the parent who assists and supports the Primary Carer with the care, development and upbringing of a child to whom birth-related leave or adoption-related leave applies under the NES.
- 4.11. **"Family and Domestic Violence"** is violent, threatening or other abusive behaviour by a Close Relative of a person, a member of a person's Household, or a current or former intimate partner of a person, that:
- seeks to coerce or control the person; and
  - causes the person harm or to be fearful.
- 4.12. **"Close Relative"** of a person is another person who:
- is a member of the first person's Immediate Family; or
  - is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.

## 5. TERMS OF EMPLOYMENT

- 5.1. GenesisCare will notify each Employee in writing on commencement of their employment of their classification (as per Schedule 1) and the terms of their employment, including whether they are engaged in a full-time, part-time or casual basis.

- 5.2. Any alteration to an Employee's classification (as per Schedule 1) will be notified to the Employee in writing no later than the operative date of such an alteration where practicable.
- 5.3. For the purposes of this Agreement the working week will commence at 12:00am Monday morning.
- 5.4. If an Employee works a shift during which time changes because of the introduction or cessation of, daylight savings, the Employee will be paid for the actual hours worked.

## 6. FULL-TIME EMPLOYMENT

- 6.1. The ordinary hours of work for a full-time Employee will be 74.25 hours per fortnight, to be worked over 9 days per fortnight, working 8.25 ordinary hours per day (exclusive of unpaid meal breaks) (**Daily Full-time Hours**).

## 7. PART-TIME EMPLOYMENT

- 7.1. A part-time Employee:
  - a. is engaged to work less than an average of 74.25 hours per fortnight (exclusive of unpaid meal breaks); and
  - b. has reasonably predictable ordinary hours of work.
- 7.2. GenesisCare and the Employee will agree in writing on a regular pattern of work including:
  - a. the number of ordinary hours to be worked each week or fortnight; and
  - b. the days of work.
- 7.3. Notwithstanding the overtime provisions prescribed at clause 27 of this Agreement, a part-time Employee may agree to work in excess of their ordinary hours of work at their Ordinary Time Rate, provided that all time worked by a part-time Employee in excess of the Daily Full-time Hours, will be paid at the overtime rates prescribed at subclause 27.6.
- 7.4. No part-time Employee will be directed to work in excess of their ordinary hours of work at their Ordinary Time Rate.

## 8. CASUAL EMPLOYMENT

- 8.1. The meaning of a casual Employee is provided for under the FW Act.
- 8.2. A casual Employee can be engaged to work up to and including 74.25 ordinary hours per fortnight.
- 8.3. A casual Employee will be paid the Ordinary Time Rate applicable to their classification and pay point for all work done on weekdays plus a 25% casual loading. The casual loading is in lieu of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- 8.4. The minimum period of engagement of a casual Employee under this Agreement will be 3 hours.
- 8.5. Casual conversion rights, to convert from casual employment to full-time or part-time employment are provided for in the NES.
- 8.6. Casual Employees are not entitled to the paid leave provisions contained in this Agreement, unless stated otherwise.



## 9. SPAN OF HOURS

- 9.1. The span of ordinary hours under this Agreement is Monday to Friday, 6.30am to 6.30pm.

## 10. ROSTER OF HOURS

- 10.1. The ordinary hours of work for each Employee will be displayed on a fortnightly roster in a place conveniently accessible to Employees. The roster will be released no later than the Tuesday before the commencement of the roster period.
- 10.2. Rosters will be maintained to cover the span of hours.
- 10.3. Where two shifts are required to cover the span of hours, the commencement times will be suitably staggered so that the end of ordinary hours of the second shift coincides with the end of the span of hours.

## 11. MEAL BREAKS

- 11.1. An Employee who works in excess of 5 hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- 11.2. Notwithstanding subclause 11.1, an Employee will be entitled to a 30-minute paid meal break (at their Ordinary Time Rate), whenever possible, when working shift duty as part of their ordinary hours.

## 12. PAID REST BREAKS

- 12.1. Employees will be entitled to a 10-minute paid rest break in each 4 hours worked or part thereof being greater than 1 hour. The rest break will be at a time suitable to GenesisCare and will be counted as time worked.

## 13. WAGES

- 13.1. Employees will be paid at no less than the applicable Ordinary Time Rate set out in Schedule 2 as relevant and appropriate to their classification and pay point set out in Schedule 1.
- 13.2. Schedule 4 outlines the translating classifications between the *Genesis Cancer Care Victoria Radiation Therapists Enterprise Agreement 2020* and this Agreement.
- 13.3. Employees employed on the Commencement Date are entitled to be back-paid as follows:
- a. for the period commencing the first full pay period on or after 1 October 2023 to immediately prior to the date specified in subclause 13.3.b:
    - i. the difference between the Employee's applicable *Pre-Agreement Ordinary Time Rate* specified in column 2 of Schedule 2 and the applicable *Pre-Agreement Ordinary Time Rate + 3.5%* specified in column 3 of Schedule 2;
    - ii. the difference between the Employee's applicable *Pre-Agreement Allowance Rate* specified in column 3 of Schedule 3 and the *Pre-Agreement Allowance Rate + 3.5%* specified in column 4 of Schedule 3; and
  - b. from the first full pay period on or after 1 October 2024 to the date immediately prior to the Commencement Date:

- i. the difference between the Employee's applicable *Pre-Agreement Ordinary Time Rate + 3.5%* specified in column 3 of Schedule 2 and the *Ordinary Time Rate effective FFPOA the Commencement Date* specified in column 4 of Schedule 2;
  - ii. the difference between Employee's applicable *Pre-Agreement Allowance Rate + 3.5%* specified in column 4 of Schedule 3 and the *Allowance Rate effective FFPOA the Commencement Date* specified in column 5 of Schedule 3.
- 13.4. The back-payment outlined in clause 13.3 is payable in respect to all periods, or part thereof, of hours worked and periods of paid leave taken.
- 13.5. Genesis Care may enter into arrangements with individual Employees to pay an Employee a rate which is more favourable than the minimum rates set out in Schedule 2 of this Agreement.
- 13.6. Any wage increases specified in Schedule 2 will be absorbed into any wage payment made to an Employee beyond the minimum Ordinary Time Rate applicable to an Employee contained within this Agreement.
- 13.7. Any further wage increase will be at the discretion of GenesisCare, unless the Ordinary Time Rate of pay falls below the applicable rate in the Award. In such circumstances the Ordinary Time Rate will default to the applicable rate prescribed in accordance with the Award.
- 13.8. Payment of wages will be by electronic transfer into the Employee's nominated financial institution account at the end of each fortnightly pay period. Wherever practicable, such payment will be available for withdrawal by Employees on the designated pay day.
- 13.9. If a public holiday falls on a normal payroll processing day, payment may be delayed to the following business day.
- 13.10. Employees will be provided a payslip for the associated pay period.
- 13.11. Unit Leader Pay Point 3 Lump Sum Payments:
  - a. In addition to the Ordinary Time Rate set out in Schedule 2, full-time and part-time Employees employed in the classification of Unit Leader Pay Point 3 will be eligible for a lump sum payment effective:
    - i. on the Commencement Date;
    - ii. the first full pay period on or after;
      - (1) 1 October 2025; and
      - (2) 1 October 2026.
  - b. The lump sum payment payable in accordance with subclause 13.11.a.i and 13.11.a.ii(1) will be:
    - i. \$5,777.11 for full-time Employees; or
    - ii. the amount specified in subclause 13.11.b.i on a pro-rata basis for part-time Employees, calculated according to the ordinary hours of work for the Employee as at the date specified in subclause 13.11.a.i or 13.11.a.ii, whichever applies.

**For example:** as at the first full pay period on or after 1 October 2024, Stephanie is contracted to work 33 hours per week. Stephanie will be entitled to a lump sum payment in October 2024 of \$5,135.21.



- c. The lump sum payment payable in accordance with subclause 13.11.a.ii(2) will be:
  - i. \$5,200.00 for full-time Employees; or
  - ii. the amount specified in subclause 13.11.c.i on a pro-rata basis for part-time Employees, calculated according to the ordinary hours of work for the Employee as at the first full pay period on or after the date specified in subclause 13.11.a.ii(2).
- d. The lump sum payment will attract superannuation and is subject to relevant income tax deductions.
- e. Payment of the lump sum payments will be made in the first pay run following the respective effective dates as per subclause 13.11.a.
- f. To be eligible for a lump sum payment, full-time and part-time Employees must be employed and not have given or received notice of termination (except in circumstances of redundancy) on the respective effective dates as per subclause 13.11.a.

#### **14. SUPERANNUATION**

- 14.1. GenesisCare will make superannuation contributions on the Employee's behalf into a complying superannuation fund in accordance with Commonwealth superannuation legislation.
- 14.2. Where an Employee does not nominate a preferred fund and GenesisCare have met their obligations in accordance with the Commonwealth superannuation legislation, superannuation contributions will be paid to industry superannuation fund HESTA as the default fund.

#### **15. SALARY SACRIFICING**

- 15.1. An Employee may be entitled to salary package their wages.
- 15.2. Where an Employee salary packages their wages (such as salary sacrificing into superannuation) in accordance with the applicable law, Employer superannuation contributions will be paid on the pre-packaged wages.

#### **16. TRAVELLING ARRANGEMENTS AND ROSTER ALLOWANCE**

- 16.1. At the time of engagement, GenesisCare will inform an Employee in writing of their base location.
- 16.2. GenesisCare will inform Employees in writing of any changes to their base location during the course of their employment, subject to any obligations under clause 51.
- 16.3. Notwithstanding subclause 16.1, an Employee can be rostered to work at an alternative site in the GenesisCare Cluster Network.
- 16.4. Cluster Network:
  - a. South-East Cluster:
    - i. Frankston;
    - ii. Berwick;
    - iii. Ringwood; and
    - iv. Malvern.

- b. North-West Cluster:
  - i. Epping;
  - ii. Footscray;
  - iii. City.
- 16.5. GenesisCare will set the composition of the Cluster Network based on the operational requirements of the business, including any introduction of new sites.
- 16.6. Travel to an alternative site **during** the course of a shift:
  - a. Employees who are asked to travel to another location within the course of a single day after arriving at work will receive the following allowance:
    - i. if travel is occurring within a cluster – the Travel Within Cluster Allowance as outlined in Schedule 3.
    - ii. if travel is occurring between clusters – the Travel Between Cluster Allowance as outlined in Schedule 3.
- 16.7. Travel to an alternative site for **commencing** shifts:
  - a. Employees who are asked to work at an alternative site for a temporary period will receive the following daily allowance for the duration they are required to work at the alternative site:
    - i. if travel is occurring within a cluster – the Travel Within Cluster Allowance as outlined in Schedule 3.

**For example:** Sam's Base Location is Berwick. Sam is asked on Tuesday if he can work from Malvern the following Thursday. Sam agrees and on the following Thursday, works from Malvern. Sam will be entitled to the Travel Within Cluster Allowance for the Thursday.
    - ii. if travel is occurring between clusters – the Travel Between Cluster Allowance as outlined in Schedule 3.

**For example:** Mary's Base Location is Epping. Mary is asked on Monday if she can work from Frankston on Wednesday. Mary agrees and on Wednesday, works from Frankston. Mary will be entitled to the Travel Between Cluster Allowance for the Wednesday.
- 16.8. Exclusions:
  - a. Clause 16 does not apply to:
    - i. casual Employees; or
    - ii. travel between metro and rural sites (as defined in subclause 16.4 and 17.3).
  - b. Subclause 16.7 does not apply to:
    - i. permanent roster adjustments;
    - ii. where an Employee has made a request to work from a different location and the request is agreed by GenesisCare; or
    - iii. arrangements longer than 6 weeks.
- 16.9. Where an Employee undertakes travel in accordance with subclauses 16.6 and 16.7, and this requires an Employee to pay road tolls as it provides a material time saving, the Employee will be reimbursed for the cost of the tolls.

- 16.10. Employees still have the option to claim mileage as a taxable work expense as the allowance provisions outlined in subclauses 16.6 and 16.7 are not for travel but for a roster adjustment.

## **17. TRAVEL BETWEEN RURAL AND METRO SITES**

- 17.1. Where an Employee is required to travel between GenesisCare's metro and rural sites, the Employee will be entitled to the following:
- a. where GenesisCare requires the Employee to use their own motor vehicle, the Employee will be paid in accordance with the Australian Taxation Office (ATO) cents per kilometre rates, as amended from time to time, for the kilometres travelled;
  - b. where the travel occurs outside an Employee's ordinary hours of work, the Employee will be paid at a rate of 150% of the Ordinary Time Rate in relation to the travel time; and/or
  - c. where an Employee is required to pay road tolls as it provides a material time saving, the Employee will be reimbursed for the cost of the tolls.
- 17.2. Metro sites are defined in subclause 16.4.
- 17.3. Rural sites are as follows:
- a. Albury;
  - b. Shepparton; and
  - c. or any other new locations that may be introduced by GenesisCare after the making of this Agreement.
- 17.4. Employees will not be entitled to reimbursement for those expenses which exceed the mode of transport, meals, or the standard of accommodation agreed for the purpose of travel with GenesisCare.

## **18. UNIFORM ALLOWANCE**

- 18.1. Employees required by GenesisCare to wear a uniform will be reimbursed for the cost of, or supplied with, an adequate number of such uniforms.
- 18.2. Uniforms will remain the property of GenesisCare.

## **19. DAMAGED CLOTHING**

- 19.1. Where an Employee in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), GenesisCare will be liable for the replacement, repair or cleaning of such clothing or personal effects, provided that notification is given by the Employee of such damage or soiling as soon as practicable. This subclause 19.1 will not apply in the case where the damage or soiling is occasioned by the negligence of the Employee.

## **20. HIGHER QUALIFICATION ALLOWANCE**

- 20.1. Subject to the approval of GenesisCare, which will not be unreasonably withheld, Employees (excluding casual Employees) with a higher qualification which is:

- a. additional to their primary Radiation Therapist qualification (this excludes any qualifications obtained to become a registered Radiation Therapist with the Australian Health Practitioner Regulation Agency (AHPRA)); and
  - b. of direct relevance to their current position or functional work area;
- will be eligible for an allowance (**Higher Qualification Allowance**), as follows:
- i. an Employee who holds a post graduate Diploma or Masters degree, will be paid an allowance of 7.5% of the Radiation Therapist Grade 1, pay point 2 rate as per Schedule 2; or
  - ii. an Employee who holds a doctorate degree, will be paid an allowance of 10% of the Radiation Therapist Grade 1, pay point 2 rate as per Schedule 2.
- 20.2. The Higher Qualification Allowance will not be cumulative in a case where an Employee holds multiple higher qualifications. In such circumstances, the Employee will be entitled to the allowance applicable to their highest level of qualification.
- 20.3. The Higher Qualification Allowance specified in Schedule 3 is paid on all hours of work, including periods of paid personal / carer's leave up to a maximum of 21 days per annum (based on an Australian calendar year). The Higher Qualification Allowance will not be paid on any other periods of paid or unpaid leave or absence from work, whether paid or unpaid, except as required under the NES.
- 20.4. The Higher Qualification Allowance is not part of the Ordinary Time Rate of pay for the purposes of applying penalty rates.
- For example:** Sally is entitled to a Higher Qualification Allowance. Sally works 2 hours of overtime on Saturday. Sally is paid the applicable overtime penalty rate on her Ordinary Time Rate and the allowance for 2 hours at the applicable rate in accordance with Schedule 3.
- 20.5. An Employee is not entitled to a Higher Qualification Allowance in accordance with this clause 20 until:
- a. the Employee has provided evidence of the Employee's qualification to GenesisCare; and
  - b. the evidence has been accepted by GenesisCare as being of direct relevance to the Employee's current position or functional work area.
- 20.6. GenesisCare will accept any evidence provided by an Employee in accordance with subclause 20.5 unless there are reasonable grounds for not accepting it.
- 20.7. Notwithstanding subclause 20.5, once GenesisCare accepts the higher qualification for the purposes of a Higher Qualification Allowance, the Employee will become entitled to the Higher Qualification Allowance from:
- a. the first full pay period on or after the date the Employee provides adequate evidence (where this is provided outside of business hours, the reference date will be the following business day); or
  - b. the Employee's start date as per their contract of employment in circumstances where the higher qualification allowance entitlement is being assessed at the point of hire.

## 21. HIGHER DUTIES

- 21.1. An Employee who is authorised to assume the duties of another Employee at a higher classification under Schedule 1 of this Agreement for a period of 4 or more consecutive workdays will be paid for the period for which they assumed such duties at no less than the minimum rate in Schedule 2 prescribed for the classification applying to the Employee so relieved.
- 21.2. For clarity, a public holiday that is not worked does not count towards the period of 4 consecutive working days as specified in subclause 21.1.
- 21.3. For the purposes of subclause 21.1, where an Employee is authorised to assume higher duties in a classification with more than 1 pay point, the Employee will be paid at the pay point relevant to their experience at GenesisCare in a comparable role determined immediately prior to each occasion of higher duties. In determining the applicable pay point, GenesisCare will apply the progression principles provided for in clause 32.
- Example 1: Cynthia is a Radiation Therapist who has been authorised to assume the position of Assistant Unit Leader whilst Liam is on leave for 2 weeks. Last year Cynthia completed a 12-month secondment on a full-time basis in the position of Assistant Unit Leader at GenesisCare. This was the first time Cynthia had worked in the position of Assistant Unit Leader. For the duration of the higher duties, Cynthia will be paid the Assistant Unit Leader, pay point 2 rate of pay as per Schedule 2.
- Example 2: Sophie is a Radiation Therapist who has been authorised to assume the position of a Unit Leader whilst Olive is on leave for 5 weeks. Since working at GenesisCare, Sophie has assumed higher duties in the Unit Leader position on several occasions, equivalent to 6 months experience on a full-time basis. For the duration of this higher duties period, Sophie will be paid the Unit Leader, pay point 1 rate of pay as per Schedule 1.
- 21.4. In instances where an Employee does not agree to the pay point they have been allocated for the purposes of subclause 21.1, this must be raised by the Employee (which may be in the form of a dispute pursuant to clause 52) within 1 week of being notified of the pay point allocation.

## 22. RURAL ALLOWANCE

- 22.1. Employees whose base location is either Albury or Shepparton are entitled to a Rural Allowance as follows:
- a 5% allowance calculated on their Ordinary Time Rate based on their ordinary hours worked (including paid leave and additional hours worked by a part-time Employee as per subclause 7.3) per fortnight; and
  - a 5% allowance calculated on their annual earnings at the Ordinary Time Rate based on the ordinary hours worked (including paid leave and additional hours worked by a part-time Employee as per subclause 7.3) for each continuous 12 month period an Employee's base location is either Albury or Shepparton.
- 22.2. For the purposes of the Ordinary Time Rate, where an Employee is paid higher duties in accordance with clause 20, the Rural Allowance is calculated on the Ordinary Time Rate which applies during the period the Employee assumes higher duties.
- 22.3. For the avoidance of doubt, the Rural Allowance is not paid on periods of unpaid leave or during any unpaid absence from work.
- 22.4. The annual proportion of the Rural Allowance is calculated according to the annual anniversary of the date of the Employee's base location being either Albury or Shepparton.

22.5. Notwithstanding subclause 22.1:

- a. for Employees whose base location is Shepparton, the entitlement to the Rural Allowance in this Agreement (payable from the Commencement Date) will only apply to Employees who are based at Shepparton in accordance with clause 16.1 or subclause 16.2;
- b. the entitlement to the Rural Allowance will be capped at \$10,000 per annum (pro rata for part time employees based on their ordinary hours of work including additional hours worked by a part-time Employee as per subclause 7.3) for Employees employed:
  - i. in Albury after 10 April 2019; and
  - ii. in Shepparton.

22.6. Clause 22 does not apply to casual Employees.

## 23. SHIFT ALLOWANCES

23.1. Change of shift:

- a. Where GenesisCare varies an Employee's shift which results in the commencement of the shift changing by 4 hours or more, the Employee is entitled to the Change of Shift Allowance in Schedule 3.
- b. Notwithstanding the provisions of subclause 23.1.a, the change of shift allowance is not payable:
  - i. where GenesisCare agrees to a request in writing made on behalf of 1 or more Employees for changes in shifts; or
  - ii. where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, days off and public holidays; or
  - iii. to casual Employees.

23.2. Morning / afternoon shift:

- a. In addition to any other rates prescribed elsewhere in this Agreement, an Employee whose ordinary hours finish at or after 6:30pm and before or at 6:30am, or commence at or after 6:30pm and before or at 6:30am, will be paid the Morning / Afternoon Shift Allowance in Schedule 3 for each occasion this occurs.

23.3. Temporary / Permanent Night shift:

- a. Notwithstanding subclause 23.2:
  - i. an Employee whose ordinary hours finish on the day after commencing duty or commence after midnight and before 5:00am, will be paid the Temporary Night Shift Allowance in Schedule 3 for each occasion this occurs. 'Temporary' means a period of 4 consecutive weeks or less; or
  - ii. an Employee whose ordinary hours permanently finish on the day after commencing duty or commence after midnight and before 5:00am, will be paid the Permanent Night Shift Allowance in Schedule 3 for each occasion this occurs, noting that 'permanently' means any period in excess of 4 consecutive weeks.



- b. For the avoidance of doubt, the Temporary Night Shift allowance and Permanent Night Shift allowances are paid in lieu of any applicable Morning / Afternoon shift allowance provided for in subclause 23.2.

#### **24. REGISTRATION AND LICENCING**

- 24.1. GenesisCare will reimburse full-time and part-time Employees for registration fees paid to the MRPBA, part of AHPRA and required licences. To be eligible for reimbursement, the Employee must not have resigned or been given notice of termination (except in circumstances of redundancy).

#### **25. BLOOD CHECK ALLOWANCE**

- 25.1. Any Employee exposed to radiation hazards in the course of their work will be entitled to a blood count as often as is considered necessary and will be reimbursed for any out-of-pocket expenses arising from such test.

#### **26. WEEKEND PENALTIES**

- 26.1. Where an Employee works ordinary hours from midnight on Friday (12am Saturday) and before midnight on Sunday (12am Monday):
  - a. full-time and part-time Employees will be paid at the rate of 150% of the Ordinary Time Rate for all ordinary hours worked in that period; and
  - b. casual Employees will be paid for at the rate of 175% of the Ordinary Time Rate for all ordinary hours in that period (for the avoidance of doubt, this rate is inclusive of the casual loading specified in subclause 8.3).

#### **27. OVERTIME**

- 27.1. GenesisCare may require an Employee to work reasonable overtime, subject to subclause 27.4. Overtime is to be recorded on time sheets and authorised by GenesisCare (Centre Leader or their delegated representative).
- 27.2. Overtime must have prior approval by GenesisCare (Centre Leader or designated manager). If this is not possible, it must be approved within 1 day, or as soon as possible thereafter, of it being accrued. Overtime that has not been approved/authorised cannot be claimed and will not be paid.
- 27.3. Subject to subclause 27.2, overtime will be authorised where the Employee is requested / directed by GenesisCare to perform the overtime. However, overtime will also be authorised where the Employee has performed the overtime due to a demonstrable clinical need that could not have been met by some other means and authorisation could not reasonably have been obtained in advance.
- 27.4. 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 having regard to:
  - a. any risk to Employee health and safety;
  - b. the Employee's personal circumstances including any family responsibilities;
  - c. the needs of the workplace or enterprise;
  - d. the notice (if any) given by GenesisCare of the overtime;

- e. the notice (if any) given by the Employee of their intention to refuse the overtime; and
  - f. any other reasonable matter.
- 27.5. Overtime is paid in the following circumstances:
- a. Where a full-time Employee works in excess of:
    - i. the Daily Full-time Hours; and / or
    - ii. 74.25 hours per fortnight.
  - b. Where a part-time Employee works in excess of:
    - i. their ordinary hours (except where agreement is reached under subclause 7.3); and / or
    - ii. 74.25 hours per fortnight.
  - c. Where a casual Employee works in excess of:
    - i. the Daily Full-time Hours; and / or
    - ii. 74.25 hours per fortnight.
- 27.6. The following rates will apply for overtime for full-time and part-time Employees:
- a. Monday to Friday – 150% of the Ordinary Time Rate for the first 2 hours and 200% of the Ordinary Time Rate thereafter.
  - b. Saturday and Sunday – 200% of the Ordinary Time Rate.
  - c. Public holidays – 250% of the Ordinary Time Rate.
  - d. Overtime outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty – 200% of the Ordinary Time Rate.
- Example:** Sarah is a full-time employee and works an ordinary shift from 6:30am to 3:30pm and is requested to work overtime from 6:30pm to 9:30pm. As the overtime period is beyond 12 hours from her previous rostered period and it is not in connection with a succeeding period of duty, Sarah will be entitled to 3 hours of overtime at 200% of the Ordinary Time Rate.
- 27.7. The following rates will apply for overtime for casual Employees:
- a. Monday to Friday – 187.5% of the Ordinary Time Rate for the first 2 hours and 250% of the Ordinary Time Rate thereafter.
  - b. Saturday and Sunday – 250% of the Ordinary Time Rate.
  - c. Public holidays – 312.5% of the Ordinary Time Rate.
- 27.8. For the avoidance of doubt, the penalty rates prescribed in subclause 27.7. are inclusive of the casual loading prescribed for in subclause 8.3.
- 27.9. In computing overtime, each day's work stands alone.
- 27.10. If an Employee finishes a period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence GenesisCare will provide adequate transport free of cost to the Employee.

## 28. TIME OFF IN LIEU (TOIL)

- 28.1. GenesisCare may agree with a full-time or part-time Employee that time off can be taken in lieu of payment for overtime (**TOIL**) in accordance with subclause 27.6.
- 28.2. Where the taking of TOIL has been agreed, the TOIL is equivalent to the overtime hours worked, and is paid at the Ordinary Time Rate, that is, an hour of TOIL for each hour of overtime.
- 28.3. TOIL will be taken at a time agreed to between GenesisCare and the Employee within 28 days of the overtime being worked.
- 28.4. Accrued and untaken TOIL will be paid out to an Employee at the overtime rate applicable to when the overtime was worked in accordance with the following:
  - a. where TOIL accrues in excess of 4 days or beyond 28 days of the overtime being worked;
  - b. where the Employee's employment is terminated; or
  - c. at the request of the Employee at any time.
- 28.5. In accruing TOIL or calculating payment of overtime (in the event TOIL is paid out instead of being taken), each period of overtime will stand alone.

## **29. BREAKS BETWEEN PERIODS OF OVERTIME**

- 29.1. When overtime work is necessary it will, wherever reasonably practicable, be so arranged so that Employees have at least 10 consecutive hours off duty between the work of successive shifts.
- 29.2. An Employee (other than a casual Employee) who works so much overtime, including on recall, between the termination of their last previous rostered period of ordinary hours and the commencement of their next succeeding period of ordinary hours that they would not have at least 10 consecutive hours off duty between those times, will, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- 29.3. If on the instructions of GenesisCare an Employee resumes or continues work without having had such 10 consecutive hours off duty, they will be paid at the rate of 200% until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.

## **30. ON-CALL AND RECALL**

- 30.1. Where an Employee is required to be on-call they will receive the on-call allowance in accordance with Schedule 3 per 24-hour period or part thereof. This allowance will be indexed to increases in this Agreement.
- 30.2. In the event of an employee being recalled to duty for any period during an off-duty period such employee shall be paid from the time of receiving the recall until the time of returning to the place from which they were recalled with a minimum of two hours payment for each recall, at double time.
- 30.3. Where an employee performs recall work, in accordance with subclause 30.2, an employee will remain entitled to receive at least 10 consecutive hours off duty between the rostered work of successive days.

## **31. APPOINTMENTS**

- 31.1. The purpose of this clause 31 is to outline the requirements when making an offer of employment where an Employee will be appointed to a classification as per [Schedule 1](#) with multiple pay points.
- 31.2. GenesisCare will appoint an Employee to the relevant pay point within the classifications in Schedule 1, having regard to an Employee's experience comparable to the role internally and externally to GenesisCare prior to the appointment.
- 31.3. Notwithstanding subclause 31.2, in circumstances where an Employee has taken a career break of more than 5 years, GenesisCare will have discretion in how the Employee's prior experience is considered.
- 31.4. For the purpose of clause 31.2, prior to an offer of employment being made, GenesisCare will request the Employee to provide evidence, which must be capable of verification by GenesisCare, of any relevant external experience for GenesisCare to consider. It is the responsibility of the Employee to disclose any relevant external experience the Employee expects GenesisCare to consider in the determination by GenesisCare of the appointment to a classification, at the time it is requested by GenesisCare. Any subsequent acceptance by an Employee of an offer of employment will be taken as their acceptance of GenesisCare's determination of the appointment under clause 31.2.
- 31.5. For the purposes of subclause 31.2, internal experience includes any period in which an Employee has assumed higher duties (as per clause 21) in the role they are being appointed to, which includes any periods of higher duties in a classification more senior to the classification the Employee is being appointed to.
- For example:** Mark is being appointed to the classification of Assistant Unit Leader. Prior to this appointment Mark has undertaken higher duties (as per clause 21) in the classification of Unit Leader. In determining the relevant pay point for Mark, in accordance with subclause 31.2, his time working as a Unit Leader will be considered.
- 31.6. For the avoidance of doubt, once an appointment has been made in accordance with clause 31.1, further progression will be in accordance with clause 32.

## 32. PROGRESSION WITHIN CLASSIFICATION LEVELS

- 32.1. Where a classification has more than one pay point, having regard to the acquisition and use of skills, progression through these pay points will be:
- for full-time Employees, by annual movement to the next pay point calculated according to the date of the Employee's last movement within their classification; or
  - for part-time or casual Employees, upon attaining 1782 hours experience (for the avoidance of doubt, this includes overtime, however, not to the extent that the inclusion of overtime will entitle the Employee to progress quicker than by annual movement).
- 32.2. Notwithstanding subclause 32.1.a, where a full-time Employee has taken periods of unpaid leave which results in them working less than 1782 hours in the 12 months since the date of the Employee's last movement, the Employee must attain 1782 hours of experience before they will be eligible to progress to the next pay point.
- 32.3. Effective from the first full pay period on or after 1 January 2025, the required hours of experience referenced in subclause 32.1.b and 32.2 will be 1745.

- 32.4. Notwithstanding subclause 32.1.a and 32.1.b, progression to the next pay point will occur on the first full pay period on or after the date on which the employee meets the relevant requirements of 32.1.a and 32.1.b.
- 32.5. For the avoidance of doubt, progression in accordance with this clause will not be taken into account in calculating back-pay in accordance with clause 13.3.

### **33. PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

- 33.1. Permanent Employees will be entitled to a Professional Development Reimbursement of \$1,000 per annum, in each Australian financial year. The Professional Development Reimbursement will be available in full on 1 July each year and will accrue from year to year provided that the maximum accrual balance will not exceed \$2,000 (pro rata for permanent part-time Employees as per subclause 33.2 below).
- 33.2. Permanent part-time Employees who work 22.8 hours or more per week are entitled to the full amount of the Professional Development Reimbursement in subclause 33.1. For Employees who work less than 22.8 hours per week the Professional Development Reimbursement amount in subclause 33.1 will be pro-rated based on their ordinary hours of work (for example an Employee who works 18.5625 hours a week would receive a Professional Development Reimbursement of \$500). Ordinary hours worked, including additional hours worked by a part-time Employee in accordance with subclause 7.3, will be reviewed over the preceding 6 months to determine the amount of Professional Development Reimbursement applicable for the permanent part-time Employees.
- 33.3. Payment of the Professional Development Reimbursement is subject to the following:
- a. the expenses to be reimbursed have been incurred by the Employee in undertaking courses, conferences, seminars, study or other professional development activities which will result in the development of skills, knowledge or experience which is of relevance to GenesisCare and/or the Employee's position at GenesisCare and which have been approved by GenesisCare in advance;
  - b. the Employee completes an application for reimbursement setting out the details of the professional development activity to be undertaken and the relevance to GenesisCare and/or the Employee's position at GenesisCare;
  - c. the Employee provides receipts associated with the approved professional development activity; and
  - d. the Employee has been employed by GenesisCare for at least 6 months.
- 33.4. Requests to undertake a course, conference, seminar, study or other professional development activity will not be unreasonably refused by GenesisCare, including where it was not possible for the Employee to seek approval to attend in advance of the activity.
- 33.5. Where an Employee has been approved to undertake a professional development activity, including approval as per subclause 33.4, courses, conferences, seminars, study or other professional development activities which incur a fee to attend must be submitted for reimbursement prior to any other expenses such as travel and accommodation.
- 33.6. Additional provisions may be set out in Company policy. The GenesisCare Company policies do not form part of this Agreement.

### **34. PUBLIC HOLIDAYS**

- 34.1. An Employee's entitlement to be absent on public holidays:
- a. Employees are entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes, where they otherwise would have been rostered to work.
  - b. If, in accordance with this clause 34, a full-time or part-time Employee is absent from their employment on a day or part-day that is a public holiday, and is normally scheduled to work, GenesisCare will pay the Employee at the Employee's Ordinary Time Rate for the Employee's ordinary hours of work on the day or part-day.
  - c. GenesisCare will manage the roster for full-time Employees so that the day of the fortnight that an Employee is rostered off will not coincide with a public holiday that occurs within the span of hours in accordance with clause 9.
  - d. A part-time Employee who is ordinarily not required to work on the day of the week on which a particular public holiday is observed will not be entitled to any benefit for any such public holiday unless they are required to work on the public holiday.
- 34.2. Reasonable requests to work on public holidays:
- a. Notwithstanding subclause 34.1.a, GenesisCare may request an Employee to work on a public holiday if the request is reasonable.
  - b. An Employee may refuse the request to work a public holiday in accordance with the NES.
- 34.3. Payment for working on a public holiday:
- a. All ordinary hours worked by a full-time or part-time Employee on a public holiday will be paid at the rate of 250% of their Ordinary Time Rate.
  - b. All ordinary hours worked by a casual Employee will be paid at a rate of 275% of their Ordinary Time Rate (for the avoidance of doubt this includes the casual loading specified in subclause 8.3).
- 34.4. Full-time and part-time Employees will be entitled to holidays on the following days, or part-days:
- a. New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day;
  - b. as prescribed in the relevant States, Territories and localities:
    - i. Australia Day, Anzac Day, King's Birthday and Eight Hours' Day or Labour Day; and
    - ii. Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.
      - (1) For Employees in Albury, in lieu of Melbourne Cup Day, Albury Gold Cup will be observed as the public holiday. Under this Agreement, Albury-based Employees will be entitled to 1 full day public holiday on Albury Gold Cup.



- 34.5. Where in a State or locality where the Employee is based, an additional public holiday is declared or prescribed on days other than those set out in subclause 34.4, those additional public holidays will constitute additional holidays for the purposes of this Agreement for Employees who have their place of principal employment in a municipality to which the additional public holiday applies. In applying this subclause 34.5, Employees in Albury will not be disadvantaged in relation to public holidays. Therefore, if, in a particular year, an additional public holiday is gazetted in Victoria and there is no additional public holiday gazetted in New South Wales, the Employees at the Albury site will be entitled to the same benefit of the Victorian public holiday. For the avoidance of doubt, where this subclause 34.5 applies, the additional public holiday will be recognised in Albury on the same day as in Victoria. This subclause 34.5 will not be applied in a manner to entitle Albury based Employees to a more generous public holiday entitlement than Victorian-based Employees in any year.
- 34.6. GenesisCare and an Employee may agree to substitute another day or part-day as a public holiday for any public holidays prescribed in this clause 34.
- a. An agreement pursuant to subclause 34.6 will be recorded in writing and be available to the affected Employee.
  - b. For the avoidance of doubt, when a public holiday is substituted for another day, the day which would have ordinarily been a public holiday will not attract the penalties rates provided for in subclause 34.3.

### 35. ANNUAL LEAVE

- 35.1. Period of leave:
- a. Employees (other than casual Employees) will accrue 4 weeks of annual leave per annum which accrues progressively during a year of Continuous Service according to the Employee's ordinary hours of work.
  - b. Effective the first full pay period on or after 1 January 2025, Employees (other than casual Employees) will be entitled to accrue an additional 1 week of annual leave per annum, which will accrue progressively according to the Employee's ordinary hours of work.
  - c. Notwithstanding subclause 35.1.a and 35.1.b, for the purposes of the NES, an Employee (other than casual Employee) who:
    - i. works for more than 4 hours on 10 or more weekends during the year of Service in which their annual leave accrues; and/or
    - ii. is regularly rostered to work Sundays and public holidays,will be entitled to an additional 1 week of annual leave per annum. For the avoidance of doubt, where an Employee attends a weekend meeting that provides a significant component of education and/or personal development for the Employee, this will not be included when determining whether the Employee worked 10 weekends.
  - d. Any accrued but untaken leave accumulates from year to year.
  - e. Annual leave accrues on ordinary hours of work (as well as when any additional hours are worked in accordance with subclause 7.3.) and continues to accrue when an Employee takes a period of paid leave, including annual leave.
  - f. Annual leave will not accrue on unpaid leave unless it is community service leave, including jury service, or is provided for under the NES.

35.2. Taking of annual leave:

- a. Annual leave will be taken at a time determined by mutual agreement between GenesisCare and the Employee. The Employee should provide at least 2 weeks' notice of their request to take annual leave. GenesisCare must not unreasonably refuse to agree to a request by the Employee to take annual leave.
- b. Personal / Carer's Leave or compassionate Leave whilst on annual leave:
  - i. an Employee may take personal/carer's leave or compassionate leave whilst on annual leave, subject to the relevant evidence requirements in this Agreement. An Employee is taken not to be on paid annual leave whilst on personal/carer's leave or compassionate leave. The Employee's paid annual leave accrual will be amended to reflect this. That is, the annual leave and any applicable annual leave loading will be reversed.

35.3. Annual leave exclusive of public holidays:

- a. Annual leave prescribed in subclause 35.1 is exclusive of any of the public holidays prescribed by clause 34.

35.4. Pay in lieu of an amount of annual leave:

- a. Upon receipt of a written request by an Employee, GenesisCare may authorise the Employee to receive pay in lieu of an amount of annual leave, subject to the following conditions:
  - i. paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
  - ii. where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, within 2 weeks of the request being made;
  - iii. superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu; and
  - iv. each agreement to cash out a particular amount of annual leave must be made by a separate agreement in writing.

35.5. Annual leave loading

- a. An Employee will be paid a loading of 17.5% of their Ordinary Time Rate on the annual leave entitlement provided for at subclause 35.1.a and 35.1.c and on any annual leave accrued prior to the first full pay period on or after 1 January 2025. There will be no entitlement to a loading of 17.5% on leave accrued in accordance with subclause 35.1.b.

35.6. Payment of annual leave on termination

- a. Any accrued and untaken annual leave, up to the date of termination, will be paid out to the Employee upon termination as per subclause 50.6.

35.7. Direction to take leave:

- a. An Employee has excessive leave accrual if the Employee has accrued more than 150% of their annual leave entitlement.

- b. Notwithstanding subclause 35.2.a, GenesisCare may direct an Employee to take a period of annual leave, at a time directed by GenesisCare, where the Employee has an excessive leave accrual.
  - c. Any such direction by GenesisCare for an Employee to take a period of excessive annual leave must:
    - i. not occur until an Employee has had an opportunity to submit a leave reduction plan, which includes an application to take a period/s of annual leave;
    - ii. relate to a minimum period of leave of 1 week;
    - iii. provide at least 8 weeks' notice; and
    - iv. ensure the Employee maintains at least 6 weeks of accrued annual leave, unless agreed otherwise by the Employee.
- 35.8. Close down periods:
- a. Where a GenesisCare centre temporarily closes, an Employee may be directed to take paid annual leave during part, or all of this period provided such direction is reasonable.
  - b. Where an Employee does not have sufficient accrued annual leave for this period, they may request annual leave in advance or a period of unpaid leave.
    - i. If on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 35.8.b, GenesisCare may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **36. PERSONAL / CARERS LEAVE**

- 36.1. The provisions of this clause 36 apply to full-time Employees and part-time Employees (on a pro-rata basis) but do not apply to casual Employees (except where stated otherwise).
- 36.2. Paid personal /carer's leave is available to a full-time and part-time Employees when they are absent:
- a. due to a personal illness or injury (sick leave); or
  - b. for the purposes of caring for an Immediate Family or Household Member who is ill or injured and requires the Employee's care or support, including due to an unexpected emergency.
- 36.3. An Employee's entitlement to paid personal/carers leave:
- a. accrues progressively during a year of service;
  - b. continues to accrue when an Employee takes paid leave including paid personal / carer's leave, however, will not accrue on unpaid leave unless it is community service leave including jury service or as required in accordance with the NES;
  - c. is cumulative year on year for periods of paid leave untaken; and
  - d. can be taken as a day or part-day.

36.4. A full-time Employee is entitled to the following amount of paid personal leave (7.425 hours being 74.25 hours per fortnight divided by 10 days):

Service requirement	Entitlement
Upon commencement of employment (Employees employed prior to the Commencement Date)	2 days (14.85 hours)
Upon commencement of employment (Employees employed on or after the Commencement Date)	5 days (37.125 hours)
In the 1 <sup>st</sup> year of employment, commencing from the 3 <sup>rd</sup> month (Employees employed prior to the Commencement Date)	7.425 hours per month (74.25 hours)
In the 1 <sup>st</sup> year of employment, commencing from the 6 <sup>th</sup> month (Employees employed on or after the Commencement Date)	7.425 hours per month (51.975 hours)
In the 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> year of employment	14 days x 7.425 hours per year (103.95 hours)
In each subsequent year of employment thereafter	21 days x 7.425 hours per year (155.925 Hours)

- a. In respect of part-time Employees, the entitlement will be on a pro-rata basis for ordinary hours worked as well as for when any additional hours are worked in accordance with subclause 7.3.

36.5. Notification of personal / carer's leave:

- a. Employees will be required to:
- i. take all reasonable steps to advise GenesisCare of their absence from duty as soon as practicable (which may be a time after the leave has started);
  - ii. advise, as far as is practicable, the estimated duration of the absence; and
  - iii. for the purposes of subclause 36.2.b, provide the name of the person requiring care and that person's relationship to the Employee.
- b. To access personal / carer's leave the Employee will provide a certificate from a registered health practitioner or a statutory declaration (**Required Document**) signed by the Employee.
- i. Where an Employee is seeking to access personal / carer's leave for the purposes of subclause 36.2.b, the Required Document should state the illness / injury or unexpected emergency of the person concerned and that the illness / injury or unexpected emergency is of a nature which requires care or support by another person.
- c. Notwithstanding subclause 36.5.b, an Employee may be absent due to personal illness / injury for 1 day without being required to furnish evidence of the personal illness / injury, on not more than 3 occasions in any one year of service.

36.6. Employee taken not to be on paid personal/carer's leave at certain times:

- a. If the period during which an Employee takes paid personal/carer's leave includes
- i. a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday; or

- ii. a period of paid family and domestic violence leave, the Employee is taken not to be on paid personal/carer's leave for the period of that paid family and domestic violence leave.

36.7. Personal leave to attend appointments:

- a. Subject to subclause 36.7.b, where an Employee is absent from duty on account of attendance at a registered health practitioner for an appointment to seek treatment for a medical condition, the Employee will be granted paid leave (from accrued personal /carer's leave) for a period not exceeding 3 working days in aggregate in any year (non-cumulative).
- b. Employees must take all reasonable steps to schedule such appointments at the start / end of the working day, to minimise the disruption to working hours. Employees may also be required to provide evidence in the form of a medical certificate issued by a medical doctor, confirming the requirement for treatment for a genuine medical condition.

36.8. Unpaid Carer's Leave:

- a. Where an Employee has exhausted all paid personal /carers leave entitlements, or in the case of a casual Employee, the Employee is entitled to take unpaid personal leave to care for a member of their Immediate Family or Household who is ill or injured and requires care or support, or who requires care or support due to an unexpected emergency. GenesisCare and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to 2 days of unpaid leave per occasion, provided the requirements of subclauses 36.5.a and 36.5.b.i are met.

## 37. PARENTAL LEAVE

37.1. Parental leave and related entitlements are provided for in the NES.

37.2. In addition to the provisions of the NES:

- a. Employees who are eligible for birth-related leave or adoption-related leave in accordance with the NES and who will be the Primary Carer of the child for whom that leave relates at the time of the birth or adoption will be entitled to 12 weeks' Company-paid parental leave taken at full pay or 24 weeks' taken at half pay, provided the Employee has served at least 12 months Continuous Service for each occasion of leave.
- b. Employees who are eligible for birth-related leave or adoption-related leave in accordance with the NES and who will be the Secondary Carer of the child for whom that leave relates at the time of the birth or adoption will be entitled to 2 weeks' Company-paid parental leave, provided the Employee has served at least 12 months Continuous Service for each occasion of leave.

37.3. For the purpose of subclause 37.2:

- a. Company-paid parental leave must be taken in a single continuous period before any period of unpaid parental leave in accordance with the NES.
- b. Company-paid parental leave will be paid according to the Ordinary Time Rate applicable to the Employee's substantive position and is exclusive of any allowances, penalties or other monetary benefits usually paid when an Employee is ordinarily at work.

- c. Company-paid parental leave is calculated using the Employee's ordinary hours in their substantive position as at the time leave is taken, noting that:
    - i. for part-time Employees, this will be as per their hours in accordance with subclause 7.2; and
    - ii. for casual Employees, the average ordinary hours worked by the Employee in the 12-month period which precedes the first day of company-paid parental leave.
  - d. Company-paid parental leave is inclusive of, and not extended by, any public holidays which may fall during the relevant leave period.
  - e. Unless otherwise expressed, Company-paid parental leave will be subject to the provisions of the NES that apply to unpaid parental leave in respect of notice and evidence requirements.
  - f. For the avoidance of doubt, Company-paid parental leave is not reduced by any paid leave entitlements provided for under the *Paid Parental Leave Act 2010* (Cth).
- 37.4. Superannuation contributions during parental leave:
- a. GenesisCare will make superannuation contributions on behalf of eligible Employees as follows:
    - i. Primary Carers entitled to take parental leave as per subclause 37.2.a: during the first 52 weeks of their parental leave as if they had been at work during periods of both paid and unpaid leave (excluding flexible unpaid leave as provided for under the FW Act); and
    - ii. Secondary Carers entitled to take parental leave as per subclause 37.2.b: during the 2 weeks Company-paid parental leave.
  - b. Superannuation contributions payable under this clause will be calculated on:
    - i. the Employee's Ordinary Time Rate applicable to the Employee's substantive position and is exclusive of any allowances, penalties or other monetary benefits usually paid when an Employee is ordinarily at work; and
    - ii. ordinary hours in their substantive position at the time parental leave is taken (as outlined in clause 37.3.c).
  - c. Superannuation will be contributed at the applicable contribution rate under the Commonwealth superannuation legislation at the time the payment is made.
- 37.5. Additional provisions may be set out in Company policy. The GenesisCare Company policies do not form part of this Agreement.

### **38. COMPASSIONATE LEAVE**

- 38.1. An Employee is entitled to 3 days of compassionate leave for each occasion (a permissible occasion) when:
- a. a member of the Employee's Immediate Family, or a member of the Employee's Household:
    - i. contracts or develops a personal illness that poses a serious threat to their life; or
    - ii. sustains a personal injury that poses a serious threat to their life; or
    - iii. dies; or



- b. 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
  - c. the Employee, or the Employee's current (not former) spouse or de facto partner, has a miscarriage. This subclause does not apply if the miscarriage results in a stillborn child.
- 38.2. An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- a. to spend time with the member of the Employee's Immediate Family or Household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 38.1.a.i and 38.1.a.ii; or
  - b. after the death of the member of the Employee's Immediate Family or Household referred to in subclause 38.1.a.iii, or the stillbirth of a child referred to in subclause 38.1.b; or
  - c. after the Employee, or the Employee's current spouse or de facto partner, has the miscarriage referred to in subclause 38.1.c.
- 38.3. An Employee may take compassionate leave for a particular permissible occasion as a single continuous 3-day period, or 3 separate periods of 1 day each, or any separate periods to which the Employee and GenesisCare agree.
- 38.4. If the permissible occasion is the contraction or development of a personal illness as per subclause 38.1.a.i, or the sustaining of a personal injury as per subclause 38.1.a.ii, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 38.5. If, in accordance with this clause 38, an Employee, other than a casual Employee, takes a period of compassionate leave, GenesisCare must pay the Employee at the Employee's Ordinary Time Rate for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- 38.6. The Employee, if required by GenesisCare, must supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate from a qualified medical practitioner or any other documentary evidence that would satisfy a reasonable person.

### **39. PROFESSIONAL DEVELOPMENT LEAVE**

- 39.1. GenesisCare supports the ongoing professional development of Employees. The organisation will encourage Employees to attend relevant training, seminars and conferences with a maximum ordinary entitlement to conference leave/professional development for full-time Employees in any one Australian Financial Year of 5 days (pro rata for part-time Employees).
- 39.2. Application for support will be considered for the provision of paid professional development leave for full-time Employees undertaking formal post graduate studies up to 5 days (pro-rata for part-time employees) as relevant to each application. Each application will be assessed on its merit in the context of the applicability of the course / conference, the number of other similar applications and the resources available to GenesisCare.

- 39.3. It is the responsibility of the Employee to make an application for this support in writing, nominating the preferred date(s) and providing a brief description of the nature of the professional development activity to be undertaken. The application may be for training, research, or attendance at seminars and / or conferences.
- 39.4. If financial support or leave is provided to the Employee, a written report is to be presented to GenesisCare within 1 month of the Employee's return to work.
- 39.5. Employees may apply for leave to allow the Employee to proceed to the place of examination and in addition allow 1 clear working day per year, other than a Saturday or Sunday (or a non-work day) for pre-examination study if this is so desired. Each application will be assessed on its merit in the context of the applicability of the course / conference, the number of other similar applications and the resources available to GenesisCare.
- 39.6. Attendance at a compulsory weekend meeting or training will be paid at 150% of the Ordinary Time Rate. Attendance at compulsory meetings or training that occur on weekdays will be paid at time for time.

#### **40. JURY SERVICE**

- 40.1. Payment for jury service is as per the *Juries Act 2000 (Vic) (Act)* as replaced or amended from time to time. The Act does not form part of this Agreement.
- 40.2. An Employee must notify GenesisCare as soon as possible of the date upon which they are required to attend for jury service. Further, the Employee must give GenesisCare proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

#### **41. VOLUNTEER LEAVE**

- 41.1. Full-time and part-time Employees performing volunteer duties for the Country Fire Authority, State Emergency Service and/or similar organisations will be granted up to 1 week per year of paid leave to attend major emergencies.
- 41.2. This leave does not accrue or accumulate from year to year.
- 41.3. This leave is inclusive of and not in addition to any leave provided for under the FW Act for the same or a similar purpose, including community service leave but excluding jury service which is addressed in clause 40.

#### **42. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 42.1. GenesisCare recognises that Employees sometimes face situations of Family and Domestic Violence that may affect their attendance or performance at work. GenesisCare seeks to provide a supportive workplace in which Employees experiencing Family and Domestic Violence can come forward for help and support.
- 42.2. Individual Support:
  - a. In order to provide support to an Employee experiencing Family and Domestic Violence and to provide a safe work environment to all Employees, GenesisCare will approve a request from an Employee experiencing Family and Domestic Violence for the following, providing the request is reasonable in all the circumstances:
    - i. changes to their span of hours or pattern or hours and/or shift patterns;
    - ii. job redesign or changes to duties within their skills and capabilities;

- iii. relocation to suitable employment within the workplace;
  - iv. a change to their work telephone number or email address to avoid harassing contact; and
  - v. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b. An Employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.
  - c. GenesisCare will make available a pack of resource information in regard to family violence and support services available. An Employee that discloses to Human Resources or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

#### 42.3. Leave:

- a. An Employee is entitled to 10 days paid Family and Domestic Violence leave per year, administered in line with the FW Act.
- b. For the avoidance of doubt, an entitlement to paid Family and Domestic Violence leave provided for under this Agreement is inclusive of any paid leave provided for under the FW Act
- c. GenesisCare will also provide Employees experiencing Family and Domestic Violence who 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/carers leave for such purposes (provided an Employee's minimum entitlements under the NES for personal / carer's leave are not used for this purpose).
- d. An Employee who supports a person experiencing family and domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children (provided an Employee's minimum entitlements under the NES for personal / carer's leave are not used for this purpose).

#### 42.4. Evidence requirements:

- a. Proof of family and domestic 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 health care nurse or a family violence support service or lawyer. a signed statutory declaration can also be offered as proof.

42.5. All personal information concerning family and domestic violence will be kept confidential in line with relevant legislation, and to the extent this can be controlled by GenesisCare.

### **43. LONG SERVICE LEAVE (FULL-TIME AND PART-TIME EMPLOYEES)**

43.1. Full-time and part-time Employees will be entitled to long service leave in accordance with the following:

- a. on the completion of 10 years' Continuous Service – 4 months' long service leave; and
- b. thereafter an additional 2 months' long service leave on the completion of each additional 5 years' service.

43.2. Payment in lieu of long service leave:

- i. In the case of an Employee who has completed at least 10 years' service and whose employment is terminated, or the Employee dies, the Employee is entitled to an amount of long service leave equal to 1/30<sup>th</sup> of the period of their service, less any long service leave taken.
- ii. Where long service leave is paid in lieu in accordance with subclause 43.2.i due to the death of the Employee, payment will be made to the Employee's personal representative.

#### 43.3. Calculating Continuous Service:

- a. Periods that count towards Continuous Service:
  - i. the taking of any annual leave or long service leave;
  - ii. any absence from work of not more than 14 days in any 1 year on account of illness or injury or if applicable such longer period as provided in the Personal Leave clause of this Agreement;
  - iii. any interruption or ending of the employment by GenesisCare if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - iv. any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under the Accident pay clause of this Agreement;
  - v. any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001* (Cth) (which does not form part of this Agreement);
  - vi. the taking of any Company-paid parental leave as provided for under subclause 37.2.a, 37.2.b or 37.4;
  - vii. any absence from work (following the Commencement Date) for no longer than 40 weeks (in total) due to unpaid parental leave (irrespective of the number of times an Employee accesses parental leave in accordance with clause 37); and
  - viii. any leave of absence of the Employee where the absence is authorised in advance in writing by GenesisCare to be counted as service.
- b. Periods that do not break an Employee's service but do not count towards an Employee's Continuous Service, unless it is so authorised in writing by GenesisCare:
  - i. any interruption arising directly or indirectly from an industrial dispute;
  - ii. the dismissal of an Employee, but only if the Employee is re-employed within a period not exceeding 2 months after the dismissal;
  - iii. any absence from work of an Employee for a period not exceeding 12 months;
  - iv. any absence from work longer than 12 months in the case of parental leave as provided for under clause 37 of this Agreement; and
  - v. any other absence of an Employee by leave of GenesisCare, or on account of injury arising out of or in the course of their employment not covered by subclause 43.3.a.iv.

43.4. GenesisCare will keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.

- 43.5. Payment to an Employee in respect of long service leave will be made in 1 of the following ways:
- a. in full in advance when the Employee commences their leave; or
  - b. at the same time as payment would have been made if the Employee had remained on duty; or
  - c. in any other way agreed between GenesisCare and the Employee.
- 43.6. Taking of leave:
- a. When an Employee becomes entitled to long service leave such leave will be granted by GenesisCare within 6 months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed, provided that such leave is not to commence before the expiry of 6 months from the date of such determination.
- 43.7. Any long service leave will be:
- a. inclusive of any public holiday occurring during the period when leave is taken; and
  - b. taken in 1 or more periods, with each period being not less than 1 week.
    - i. Notwithstanding subclause 43.7.b above, GenesisCare and the Employee may agree to take long service leave on a more flexible basis. This could include taking long service leave on a regular basis over the course of a number of weeks (for example, by taking long service leave for 2 days per week for 10 weeks). Such requests by an Employee will be approved subject to the operational requirements of GenesisCare.
- 43.8. If GenesisCare and an Employee so agree, GenesisCare may by written agreement with an Employee grant long service leave to the Employee with 9 years and 6 months of service, provided that such leave is not availed of before the Employee has completed 10 years' service. Such written agreement will also be subject to the written authorisation of the Employee to deduct monies on the Employee's termination should the circumstances set out at subclause 43.8.a arise.
- a. Where the employment of an Employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, GenesisCare, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.
- 43.9. For the purposes of this clause 43 the following definitions apply:
- a. Pay means remuneration for an Employee's ordinary hours of work calculated at:
    - i. the Employee's Ordinary Time Rate at the time the leave is taken (except where the Employee's Ordinary Time Rate increases during the period of leave, in which case the new Ordinary Time Rate will apply from the date the increase came into effect); or
    - ii. in the case of the long service leave being paid out in lieu in accordance with subclause 43.2, the Employee's Ordinary Time Rate at termination or immediately prior to their death.
  - b. Month will mean a calendar month.
  - c. Transfer of business is defined in the FW Act.

#### 43.10. Varying hours – transition to retirement

- a. Where an employee, with at least 10 years Continuous Service, is considering reducing their weekly hours because the Employee is 60 years or older and wishes to transition to retirement within the next 2 years, the Employee may request that GenesisCare preserve their accrued long service leave entitlement. The request must be in writing and made before the Employee's hours are reduced.
- b. If agreed to by GenesisCare, the effect of the preservation will be that the employee will be paid for their long service leave entitlement (when taken or paid out in accordance with this Agreement), at their pre-reduced weekly hours for the portion of long service leave that was accrued before their hours were reduced. However, the applicable rate of pay that will apply to that portion of long service leave will be the Ordinary Time Rate that applied to the Employee in relation to their last full pay period before the reduction in hours came into effect. The intention of this will be to preserve the long service leave benefit to the Employee, as well as the cost to GenesisCare.
- c. In relation to the portion of long service leave that was accrued after the Employee's hours were reduced, the definition of 'Pay' in subclause 43.9.a.i will apply.
- d. Notwithstanding the above, if the Employee would be better off with the definition of 'Pay' applied to the entire period of service, then the Employee will be entitled to the greater long service leave benefit.

#### **44. LONG SERVICE LEAVE (CASUALS)**

- 44.1. Casual Employees are entitled to accrue long service leave in accordance with the provisions of the long service leave legislation in force in Victoria or in the case of casual Employees employed at Albury, the long service leave legislation in force in New South Wales.

#### **45. CEREMONIAL LEAVE**

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

#### **46. BLOOD DONORS LEAVE**

- 46.1. Upon request, GenesisCare will release a full-time or part time Employee, taking into account operational requirements, for a maximum of 2 occasions per year to donate blood in paid time at a nominated time where a mobile collection unit or donor collection centre is located nearby.

#### **47. DELEGATES RIGHTS**

- 47.1. The meaning of and the rights of delegates are provided for in the Award.
- 47.2. So as not to limit the entitlements of delegates provided for under the Award, delegates will be entitled to the following:
  - a. Leave to attend trade union and union delegate courses/seminars:

- i. Employees (other than casual Employees) are entitled to a maximum of 3 days paid leave (at their Ordinary Time Rate and ordinary hours) per Australian financial year (1 July to 30 June) for the totality of all applications.
- ii. This leave is to be used for union delegate training, union delegate courses, and seminars provided that:
  - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
  - (2) that 2 weeks' notice is provided to GenesisCare; and
  - (3) the approval of leave must have regard to the operational requirements of GenesisCare.

47.3. Paid leave of absence granted pursuant to this clause 47:

- a. is inclusive of any paid leave provided for under the Award; and
- b. will count as service for all purposes of this Agreement.

#### **48. LEAVE WITHOUT PAY**

- 48.1. GenesisCare may grant to a full-time or part-time Employee a period of leave without pay up to 5 days per year where:
- a. the Employee has more than 12 months' Continuous Service with GenesisCare;
  - b. all other applicable paid leave entitlements including pro-rata leave have been exhausted; and
  - c. other factors such as performance, ability to be released (taking into account resourcing) and reasons for the request are deemed satisfactory.
- 48.2. Applications for periods of leave without pay greater than 5 days requires the approval of the General Manager.
- 48.3. Where leave without pay in accordance with this clause 48 is not taken in a given year, the entitlement to such leave is forfeited.

#### **49. REDUNDANCY**

- 49.1. Redundancy is governed by the NES. A redundancy occurs where GenesisCare no longer requires the Employee's job to be performed by anyone because of changes in the operational requirements of GenesisCare's enterprise.
- 49.2. If GenesisCare decides that an Employee's position is redundant, and that decision leads to the termination of employment of the Employee by GenesisCare, then subject to this clause 49, an Employee will be entitled to the following redundancy payments (in addition to any notice of termination entitlements as per clause 50):



Period of Continuous Service	Redundancy pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

49.3. "Week's pay" for the purposes of subclause 49.2 means the Ordinary Time Rate for the Employee's ordinary hours of work. For the avoidance of doubt, this means the Ordinary Time Rate prescribed in Schedule 2 and does not include allowances or penalty rates.

49.4. Time off during period of notice:

- a. In lieu of the entitlement under subclause 50.5, during the period of notice of termination given by GenesisCare an Employee will be allowed up to 1 day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b. If the Employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the Employee must, at the request of GenesisCare, produce proof of attendance at an interview or they will not receive payment for the time absent.
  - i. For the purposes of subclause 49.4.b, a statutory declaration will be sufficient.

49.5. Employee Leaving During Notice Period:

- a. An Employee given notice of termination in circumstances of redundancy may elect to terminate their employment at any time during the period of notice, rather than serving the notice period. Where an Employee makes this election:
  - i. the Employee retains any benefits and payments under this clause 49 had they remained with GenesisCare until the expiry of such notice; however
  - ii. the Employee will not be entitled to payment in lieu of the notice not served.

49.6. Transfer to lower paid duties:

- a. Where an Employee is transferred to lower paid duties for reason of redundancy the Employee will be entitled to the same period of notice of transfer as they would be entitled to if their employment had been terminated, and GenesisCare may, at GenesisCare's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate and the new lower Ordinary Time Rate for the number of weeks' notice still owing.

49.7. Transfer of Employment:

- a. An Employee is not entitled to redundancy pay in the circumstances outlined in section 122 of the FW Act.

49.8. Refusal of Alternative Employment:

- a. Where GenesisCare offers the Employee acceptable alternative employment and the Employee refuses such offer, GenesisCare may make an application to the FWC to vary the redundancy payment (payable to the employee because of s.119 of the FW Act) (which may be nil) in accordance with s.120 of the FW Act.
- 49.9. Non-application of this clause 49 to certain Employees:
- a. Without limitation, this clause 49 will not apply:
    - i. where employment has been terminated because the conduct of an Employee justifies dismissal;
    - ii. to casual Employees;
    - iii. to Employees engaged for a specific period of time or for a specified task or tasks; or
    - iv. to any other Employees as prescribed by legislation.

## 50. TERMINATION OF EMPLOYMENT

- 50.1. Notice of termination by GenesisCare:
- a. In order to terminate the employment of a full-time or part-time Employee, GenesisCare must give to the Employee notice in accordance with the following:
    - i. where an Employee has less than 6 months' Continuous Service, 1 weeks' notice will be provided;
    - ii. where an Employee has 6 months or more Continuous Service, 4 weeks' notice will be provided; or
    - iii. where an Employees is over 45 years of age and has completed at least 2 years of Continuous Service, 5 weeks' notice will be provided.
- 50.2. Payment in lieu of notice:
- a. Payment in lieu of the notice not worked will be made by GenesisCare if the appropriate notice period is not required to be worked in part or in full by the Employee by GenesisCare, in its sole and absolute discretion.
  - b. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, GenesisCare would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
    - i. the Employee's ordinary hours of work (even if not standard hours); and
    - ii. the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
    - iii. any other amounts payable under the Employee's contract of employment.
- 50.3. The period of notice in this clause 50 does not apply:
- a. in the case of dismissal for serious misconduct;
  - b. to Employees engaged for a specific period of time or for a specific task or tasks;
  - c. to casual Employees; or
  - d. any other Employees as prescribed by legislation.

- 50.4. Notice of termination by an Employee:
- a. The notice of termination required to be given by an Employee (excluding casuals) is the same as that required of GenesisCare in accordance with subclause 50.1, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 50.5. Job search entitlement:
- a. Where GenesisCare has given notice of termination to an Employee (except for clause 49 where the job search entitlement is provided for in subclause 49.4), an Employee will be allowed 1 day off without loss of pay for the purpose of seeking other employment. The time off can only be taken at times that are convenient to the Employee after consultation with GenesisCare.
- 50.6. Subject to any lawful deductions, GenesisCare must pay the Employee no later than 7 days after the day on which the Employee's employment terminates:
- a. the Employee's wages under this Agreement for the complete or incomplete pay period up to the end of the day of termination; and
  - b. all other amounts that are due to the Employee under this Agreement or the NES.
- 50.7. Employees will be provided a payslip for the associated pay period.

## 51. CONSULTATION

- 51.1. This clause 51 applies if GenesisCare:
- a. proposes 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 GenesisCare; or
  - b. proposes to change the regular roster or ordinary hours of work of an Employee or Employees.
- 51.2. GenesisCare must consult with Employees to whom this Agreement applies about:
- a. a major workplace change that is likely to have a significant effect on an Employee or Employees; or
  - b. a change to the regular roster or ordinary hours of work of an Employee or Employees.
- 51.3. In this clause 51, 'Relevant Employee' means an Employee or group of Employees who may be affected by a major workplace change or change to the regular roster or ordinary hours of work.
- 51.4. Major Change:
- a. GenesisCare must notify Relevant Employees of the decision to introduce the major change. Relevant Employees may appoint a representative, which may be a representative from VAHPA, for the purposes of the procedures in this term. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and the Employee or Employees advise GenesisCare of the identity of the representative, GenesisCare must recognise the representative.
  - b. As soon as practicable after making its decision, GenesisCare must discuss with Relevant Employees:

- i. the introduction of the change; and
    - ii. the effect the change is likely to have on the Employees; and
    - iii. measures GenesisCare is taking to avert or mitigate the adverse effect of the change on Relevant Employees.
  - c. For the purposes of the discussion specified in subclause 51.4.b — provide, in writing, to 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 Relevant Employees; and
    - iii. any other matters likely to affect Relevant Employees.
  - d. GenesisCare is not required to disclose confidential or commercially sensitive information to Relevant Employees.
  - e. GenesisCare must give prompt and genuine consideration to matters raised about the major change by Relevant Employees.
  - f. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of GenesisCare, the requirements set out in subclauses 51.4.a, 51.4.b and 51.4.c are taken not to apply.
  - g. In this clause 51, a major change is likely to have a significant effect on Relevant Employees if it results in:
    - i. The termination of the employment of Relevant Employees;
    - ii. major change to the composition, operation or size of GenesisCare's workforce or to the skills required of Relevant Employees;
    - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
    - iv. the alteration of hours of work;
    - v. the need to retrain Employees;
    - vi. the need to relocate Employees to another workplace; or
    - vii. the restructuring of jobs.
- 51.5. Change to Rosters or Ordinary Hours:
- a. GenesisCare must notify Relevant Employees of the proposal to change the regular roster or ordinary hours of work of Relevant Employees. Relevant Employees may appoint a representative, in which case subclause 51.4.a applies.
  - b. As soon as practicable after proposing a change, GenesisCare must discuss with Relevant Employees:
    - i. the introduction of the change;
    - ii. the effect the change is likely to have on Relevant Employees; and
    - iii. measures GenesisCare is taking to avert or mitigate the adverse effect of the change on Relevant Employees.

- c. For the purposes of the discussion outlined in subclause 51.5.b — provide, in writing, to Relevant Employees:
  - i. all relevant information about the change including the nature of the change proposed;
  - ii. information about the expected effects of the change on the Employees; and
  - iii. any other matters likely to affect the Employees.
- d. Subject to subclauses 51.5.b and 51.5.c, GenesisCare is required to:
  - i. provide information to Relevant Employees about the change;
  - ii. invite Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - iii. to consider any views given by Relevant Employees about the impact of the change.
- e. GenesisCare is not required to disclose confidential or commercially sensitive information to Relevant Employees.
- f. GenesisCare must give prompt and genuine consideration to matters raised about the proposal to change the regular roster or ordinary hours of work of Relevant Employees by Relevant Employees.

## **52. DISPUTE RESOLUTION**

- 52.1. In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 52.2. A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 52.3. If a dispute in relation to a matter arising under this Agreement or the NES is unable to be resolved at the workplace, and the steps for resolving it in subclause 52.1 have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- 52.4. It is a term of this Agreement that while the dispute resolution procedure is being conducted work must continue normally unless an Employee has a reasonable concern about an imminent risk to their health or safety.

## **53. DISCIPLINARY PROCEDURE**

- 53.1. Where disciplinary action may be necessary, the management representative of GenesisCare will notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory and if it is appropriate, a first warning in writing may be given to the Employee and recorded on the Employee's personnel file.
- 53.2. If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If the Employee's response is unsatisfactory and if it is appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.

- 53.3. In the event that there is further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. If the Employee's response is unsatisfactory and if it is appropriate, a final written warning will be given to the Employee and recorded on the Employee's personnel file.
- 53.4. In the event of further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. If the Employee's response is unsatisfactory, GenesisCare may, if it is appropriate, terminate the employment of the Employee.
- 53.5. Notwithstanding the above process, for serious matters pertaining to conduct or performance GenesisCare may also give an Employee a 'final warning' in the first instance. A 'final warning' will be such that the Employee is notified that in the event that there are further performance or conduct issues GenesisCare may terminate the employment of the Employee. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.
- 53.6. Where an employee has received a warning or warnings for unsatisfactory performance, such warning/s will be disregarded where a continuous period of 1 year (12 months) elapses without further warning/s and removed from their personnel file where a period of 2 years (24 months) has elapsed since their most recent written warning. Absences (whether paid or unpaid) which when combined, exceed 2 months, will not count towards these timeframes.
- 53.7. Subject to subclause 53.8, where an Employee has received a warning or warnings for unsatisfactory conduct, such warning/s will be disregarded where a period of 2 years (24 months) has elapsed since the Employee's most recent written warning. Absences (whether paid or unpaid) which when combined, exceed 2 months, will not count towards the 2-year timeframe.
- 53.8. Subclause 53.7 will not apply to any warning(s) an Employee has received in circumstances where:
- a. it has reasonably been determined by GenesisCare that an Employee's conduct meets the threshold of serious misconduct, however, GenesisCare elected not to summarily dismiss the Employee;
  - b. an Employee has received a warning for conduct that is unlawful, or, in GenesisCare's reasonably held opinion, causes a risk to the health and / or safety of a person (which may include themselves); or
  - c. an Employee has received a final warning for their conduct in accordance with subclause 53.3 or 53.5.
- 53.9. During all steps in the Disciplinary Procedure, the Employee has the right to representation of their choice, including VAHPA. GenesisCare may be represented by the representative of their choice. The procedure may be delayed due to the unavailability of the Employee's chosen representative. However, in accordance with the principles of natural justice disciplinary matters are to be dealt with in a timely manner and the process will not be unreasonably delayed on account of the unavailability of the Employee's chosen representative.
- 53.10. This clause 53 will not apply until the Employee has completed a period of employment with GenesisCare of at least the minimum employment period as prescribed in the FW Act.
- 53.11. Nothing in this clause 53 will impact, inhibit or prevent GenesisCare discharging its obligations under applicable work health and safety legislation.

## 54. ACCIDENT PAY

- 54.1. Subject to this clause 54, where an Employee is receiving a weekly payment of compensation in respect of an incapacity under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) ('WIRC Act'), as amended from time to time, the Employee will receive accident make-up pay equal to the ordinary time earnings they would ordinarily receive, (excluding additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments (including the Higher Qualification Allowance and Rural Allowance)), less the amount of weekly compensation.
- 54.2. Accident make-up pay will only be payable to an eligible Employee whilst that Employee remains in the employment of GenesisCare.
- 54.3. GenesisCare is not liable to pay accident make-up pay:
- a. in relation to an incapacity which occurred during the first 2 weeks of the employment unless such incapacity continues beyond the first 2 weeks of employment in which case the maximum period of payment of accident make-up pay will apply only to the period of incapacity after the first 2 weeks;
  - b. in relation to any injury:
    - i. during the first 5 normal working days of incapacity.
    - ii. for any period that weekly payments under the WIRC Act cease;
    - iii. whilst the Employee is on any other paid leave provided for in this Agreement;
    - iv. unless the Employee has given notice in writing to GenesisCare of an injury as soon as practicable after the occurrence of the injury; or
    - v. upon the death of the Employee.
- 54.4. Maximum Period of accident make-up pay:
- a. The maximum period or aggregate periods of accident make-up pay for which GenesisCare is liable under this clause 54 is 39 weeks for any one injury.

## 55. INDIVIDUAL FLEXIBLE ARRANGEMENTS

- 55.1. GenesisCare and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- a. the agreement deals with 1 or more of the following matters:
    - i. arrangements about when work is performed; or
    - ii. overtime rates; or
    - iii. penalty rates; or
    - iv. allowances; or
    - v. leave loading; and
  - b. the arrangement meets the genuine needs of GenesisCare and the Employee in relation to 1 or more of the matters mentioned in subclause 55.1.a; and
  - c. the arrangement is genuinely agreed to by GenesisCare and the Employee.
- 55.2. GenesisCare must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the FW Act;



- b. are not unlawful terms under section 194 of the FW Act; and
  - c. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 55.3. GenesisCare must ensure that the individual flexibility arrangement:
- a. is in writing;
  - b. includes the name of GenesisCare and the Employee;
  - c. is signed by GenesisCare and the Employee; and
  - d. includes details of:
    - i. the terms of this Agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - iv. states the day on which the arrangement commences.
- 55.4. GenesisCare must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 55.5. GenesisCare or the 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 GenesisCare and the Employee agree in writing — at any time.

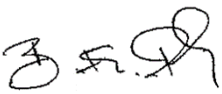
## **56. CONSULTATIVE COMMITTEE**

- 56.1. If requested by Employees, GenesisCare will establish and maintain a consultative committee.
- 56.2. The principle purpose of the consultative committee will be to discuss matters pertaining to:
- a. work, health and safety;
  - b. workload and overtime;
  - c. work/duty requirements;
  - d. staffing levels; and
- 56.3. Nothing in this clause 56:
- a. prevents an Employee or GenesisCare from discussing the matters listed in subclause 54.2 outside the scope of the consultative committee; or
  - b. imposes an obligation on GenesisCare in terms of outcomes of the consultative committee.
- 56.4. Consultative committee members:
- a. The consultative committee will be made up on an equal number of management representatives and Employee representatives. Employee representatives will be elected by the Employees.

- b. The parties agree that there will be a maximum of 3 representatives from management and 3 Employee representatives, and that at least 1 management representative must be in attendance at consultative committee meetings.
  - c. Health and Safety Representatives appointed in accordance with occupational health and safety legislation (**HSRs**) may attend the consultative committee meetings, however, their attendance is not mandatory, and unless elected by Employees, the HSRs are not formal members of the consultative committee.
  - d. Employees may request up to 1 representative of VAHPA to attend consultative committee meetings, however their attendance is not mandatory.
- 56.5. Consultative committee meetings:
- a. Employee or management representatives may provide notice of a committee meeting. The Employee or management representative must provide other committee members with a minimum of 4 weeks' notice prior to a proposed consultative committee meeting.
  - b. Agenda items must be provided to committee members and HSRs at least 1 week prior to a committee meeting. In the absence of agenda items, the committee meeting will be postponed to a date and time that is agreed between the management representatives and Employee representatives following the confirmation of agenda items.
  - c. Unless agreed by management and Employee representatives, no more than 1 meeting can be held every 3 months.

**EMPLOYER SIGNATORIES**

I am authorised to sign this Agreement on behalf of GenesisCare.

Signature: 

Full name: Brendan Foley

Authority to sign / Title: General Manager, Victoria

Address: Suite 5.01, Aurora Melbourne Central, 37 Little LaTrobe, Street, Melbourne VIC 3000

Date: 5 November 2024

**EMPLOYEE REPRESENTATIVE SIGNATORIES**

I am authorised to sign this Agreement as a nominated employee bargaining representative on behalf of VAHPA.

Signature:



Full name: Craig McGregor

Authority to sign / Title: Branch Secretary, Health Services Union Victoria No. 3 Branch

Address: L1, 62 Lygon St, Carlton, 3053

Date: 1 November 2024

**SCHEDULE 1 – CLASSIFICATIONS**

CLASSIFICATION	DEFINITION
<b>Radiation Therapist</b>	<p><b>Radiation Therapist</b></p> <p>A person appointed to the position of Radiation Therapist who is eligible for registration as a qualified radiation therapist with the MRPBA (for Victorian Employees) or the New South Wales Environmental Protection Authority (for Albury Employees). A person who is eligible for registration as a qualified radiation therapist is, at a minimum, required to be competent in simulation, planning and treatment.</p> <p><u>Grade 1:</u></p> <p>A Radiation Therapist at Grade 1 provides professional-level clinical services commensurate with their level of experience as a qualified Radiation Therapist.</p> <p>An Employee appointed to Radiation Therapist Grade 1:</p> <ol style="list-style-type: none"> <li>(1) subject to section (3) below, has no more than the equivalent of 4 years full-time experience as a Radiation Therapist; and</li> <li>(2) cannot be required to: <ol style="list-style-type: none"> <li>(a) formally assess competency of students undertaking university placement;</li> <li>(b) formally train new Employees within their first 6 months of Service; or</li> <li>(c) perform supervisor plan checks,</li> </ol> <p>provided that a Radiation Therapist at Grade 1 who has reasonably been deemed capable of and has agreed to undertake any of the above duties ((a) – (c)), will be entitled to be paid for the period for which they undertake such duties at the minimum Ordinary Time Rate prescribed for Grade 2 Pay Point 1.</p> </li> <li>(3) Section (1) (above) will not apply to Employees who were classified as Radiation Therapist Grade 1 (Years 1 – 5) under the <i>Genesis Cancer Care Victoria Radiation Therapists Enterprise Agreement 2020</i> ('Previous Agreement') immediately prior to the Commencement Date. These Employees will be reclassified in accordance with Schedule 4 and will progress through Grade 1 in accordance with clause 32 of this Agreement.</li> </ol> <p><u>Grade 2:</u></p> <p>A Radiation Therapist at Grade 2 provides professional-level clinical services commensurate with their level of</p>

	<p>experience as a qualified Radiation Therapist. An Employee appointed to Radiation Therapist Grade 2 has no less than the equivalent of 4 years full-time experience as a Radiation Therapist.</p>
<b>Senior Radiation Therapist</b>	<p>A qualified radiation therapist (as outlined above) appointed to this position who undertakes responsibilities and higher duties additional to those of a Grade 1 and 2 Radiation Therapist, including acting as a mentor and a resource to fellow staff.</p>
<b>Assistant Unit Leader</b>	<p>A qualified radiation therapist (as outlined above) appointed to this position who assists with the leadership and management of either the planning or treatment section and is responsible for the supervision of students in addition to the full scope of clinical responsibilities of both the positions above.</p>
<b>Unit Leader</b>	<p>A qualified radiation therapist (as outlined above) appointed to this position who is responsible for the leadership and management of either the planning or treatment section and has a significant administrative and educational role in addition to the full scope of clinical responsibilities of the positions above.</p>

**SCHEDULE 2 – WAGES**

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

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Pre-Agreement Ordinary Time Rate (FFPPOA 1 October 2022)	Pre-Agreement Ordinary Time Rate + 3.5% <sup>1</sup>	Ordinary Time Rate effective FFPPOA the Commencement Date <sup>2</sup>	Ordinary Time Rate effective FFPPOA 1 October 2025	Ordinary Time Rate effective FFPPOA 1 October 2026
Radiation Therapist Grade 1 Year 1 <sup>3</sup>	\$37.10	N/A	N/A	N/A	N/A
Radiation Therapist Grade 1 Pay Point 1	\$39.87	\$41.27	\$42.71	\$44.20	\$45.75
Radiation Therapist Grade 1 Pay Point 2	\$42.27	\$43.75	\$45.28	\$46.87	\$48.51
Radiation Therapist Grade 1 Pay Point 3	\$45.23	\$46.81	\$48.45	\$50.15	\$51.90
Radiation Therapist Grade 1 Pay Point 4	\$47.51	\$49.17	\$50.89	\$52.68	\$54.52
Radiation Therapist Grade 2 Pay Point 1	\$49.97	\$51.72	\$53.53	\$55.40	\$57.34
Radiation Therapist Grade 2 Pay Point 2	\$52.84	\$54.69	\$56.60	\$58.58	\$60.64
Radiation Therapist Grade 2 Pay Point 3	\$55.51	\$57.45	\$59.46	\$61.54	\$63.70
Radiation Therapist Grade 2 Pay Point 4	\$58.36	\$60.40	\$62.52	\$64.70	\$66.97
Senior Radiation Therapist	\$62.32	\$64.50	\$66.76	\$69.10	\$71.51
Assistant Unit Leader Pay Point 1	\$64.58	\$66.84	\$69.18	\$71.60	\$74.11
Assistant Unit Leader Pay Point 2	\$66.72	\$69.06	\$71.47	\$73.97	\$76.56
Assistant Unit Leader Pay Point 3	\$70.35	\$72.81	\$75.36	\$78.00	\$80.73
Unit Leader Pay Point 1	\$71.59	\$74.10	\$76.69	\$79.37	\$82.15
Unit Leader Pay Point 2	\$74.77	\$77.39	\$80.10	\$82.90	\$85.80
Unit Leader Pay Point 3 <sup>4</sup>	\$82.61	\$85.50	\$85.50	\$85.50	\$85.80

<sup>1</sup> Employees employed on the Commencement Date are entitled to receive a back-payment in accordance with clause 13.3.

<sup>2</sup> Employees employed on the Commencement Date are entitled to receive a back-payment in accordance with clause 13.3.

<sup>3</sup> The Radiation Therapist Grade 1 Year 1 classification is included for the purposes of administering the back-payment in accordance with clause 13.3.

<sup>4</sup> Employees appointed to the position of Unit Leader after 25 June 2021 will not be entitled to progress to pay point 3.



**SCHEDULE 3 – ALLOWANCES**

*Note: "FFPPOA" means the 'first full pay period on or after'.*

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>	<i>Column 6</i>	<i>Column 7</i>
<b>Allowance</b>	<b>Frequency</b>	<b>Pre-Agreement Allowance Rate</b>	<b>Pre-Agreement Allowance Rate + 3.5%<sup>5</sup></b>	<b>Allowance Rate effective FFPPOA the Commencement Date<sup>6</sup></b>	<b>Allowance Rate effective FFPPOA 1 October 2025</b>	<b>Allowance Rate effective FFPPOA 1 October 2026</b>
Higher qualification allowance (ex PHD)	Per hour	\$3.17	\$3.28	\$3.40	\$3.51	\$3.64
Higher qualification allowance (PHD)	Per hour	\$4.23	\$4.38	\$4.53	\$4.69	\$4.85
On-call Allowance	Per 24 hours	\$78.46	\$81.21	\$84.05	\$86.99	\$90.03
Change of shift	Per occasion	\$61.02	\$63.16	\$65.37	\$67.65	\$70.02
Morning / Afternoon Shift Allowance	Per occasion	\$35.81	\$37.06	\$38.36	\$39.70	\$41.09
Temporary Night Shift Allowance	Per occasion	\$61.02	\$63.16	\$65.37	\$67.65	\$70.02
Permanent Night Shift Allowance	Per occasion	\$76.31	\$78.98	\$81.75	\$84.61	\$87.57
Travel Within Cluster Allowance	Per occasion	\$23.19	\$24.00	\$24.84	\$25.71	\$26.61
Travel Between Cluster Allowance	Per occasion	\$46.39	\$48.01	\$49.69	\$51.43	\$53.23

<sup>5</sup> Employees employed on the Commencement Date are entitled to receive a back-payment in respect to allowances in accordance with clause 13.3.

<sup>6</sup> Employees employed on the Commencement Date are entitled to receive a back-payment in respect to allowances in accordance with clause 13.3.

#### SCHEDULE 4 – TRANSLATING CLASSIFICATIONS

This Agreement varies the classification structure that was contained in Schedule 1 of the Previous Agreement.

The following table sets out the translating classifications applicable to Employees employed prior to the Commencement Date:

Genesis Cancer Care Victoria Radiation Therapists Enterprise Agreement 2020 classification structure	Genesis Cancer Care Victoria Radiation Therapists Enterprise Agreement 2024 classification structure
Student Radiation Therapist (Semester 1)	Not applicable
Student Radiation Therapist (Semester 2)	Not applicable
Student Radiation Therapist (Semester 3)	Not applicable
Radiation Therapist Intern (80% Grade 1 Year 1)	Not applicable
Radiation Therapist Intern (90% Grade 1 Year 1)	Not applicable
Radiation Therapist Grade 1 Year 1	Radiation Therapist Grade 1, pay point 1
Radiation Therapist Grade 1 Year 2	Radiation Therapist Grade 1, pay point 1
Radiation Therapist Grade 1 Year 3	Radiation Therapist Grade 1, pay point 2
Radiation Therapist Grade 1 Year 4	Radiation Therapist Grade 1, pay point 3
Radiation Therapist Grade 1 Year 5	Radiation Therapist Grade 1, pay point 4
Radiation Therapist Grade 1 Year 6	Radiation Therapist Grade 2, pay point 1
Radiation Therapist Grade 2 Year 1	Radiation Therapist Grade 2, pay point 1
Radiation Therapist Grade 2 Year 2	Radiation Therapist Grade 2, pay point 2
Radiation Therapist Grade 2 Year 3	Radiation Therapist Grade 2, pay point 3
Radiation Therapist Grade 2 Year 4	Radiation Therapist Grade 2, pay point 4
Senior Radiation Therapist	Senior Radiation Therapist
Assistant Unit Leader Year 1	Assistant Unit Leader, pay point 1
Assistant Unit Leader Year 2	Assistant Unit Leader, pay point 2
Assistant Unit Leader Year 3	Assistant Unit Leader, pay point 3
Unit Leader Year 1	Unit Leader Year 1, pay point 1
Unit Leader Year 2	Unit Leader Year 2, pay point 2
Unit Leader Year 3 (grandfathered)	Unit Leader, pay point 3 (grandfathered)

For the avoidance of doubt, the changes to the classification structure under this Agreement do not impact when an Employee is entitled to progress in accordance with clause 32, except for Employees employed as a Radiation Therapist Grade 1 Year 1 as at 1 October 2023.

Employees employed at the Commencement Date who were classified as a Radiation Therapist Grade 1 Year 1 under the Previous Agreement as at 1 October 2023, will be classified as a Radiation Therapist Grade 1, pay point 1 under this Agreement. Eligibility for further progression within this classification will be as per clause 32 (progression within classification levels) of this Agreement.