



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Integrated Clinical Oncology Network Pty Ltd
(AG2023/211)

INTEGRATED CLINICAL ONCOLOGY NETWORK PTY LTD VICTORIAN MEDICAL PHYSICISTS ENTERPRISE AGREEMENT

Health and welfare services

COMMISSIONER CIRKOVIC

MELBOURNE, 16 FEBRUARY 2023

Application for approval of the Integrated Clinical Oncology Network Pty Ltd Victorian Medical Physicists Enterprise Agreement

[1] An application has been made for approval of an enterprise agreement known as the *Integrated Clinical Oncology Network Pty Ltd Victorian Medical Physicists Enterprise Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Integrated Clinical Oncology Network Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided a written undertaking. A copy of the undertaking is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the agreement.

[3] Subject to the undertaking referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Health Services Union of Australia Victoria No. 4 Branch, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 16 February 2023 and, in accordance with s.54, will operate from 23 February 2023. The nominal expiry date of the Agreement is 30 June 2026.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/211

Applicant: Integrated Clinical Oncology Network Pty Ltd
(name of applicant)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Tracey Fyvie, Group Executive- Strategic Investment & Clinical Care, have the authority given to me by Integrated Clinical Oncology Network Pty Ltd to give the following undertakings with respect to the [Integrated Clinical Oncology Network Pty Ltd Victorian Medical Physicists Enterprise Agreement] ("the Agreement"):

1. The Enterprise Agreement will be applied as if the following replaced clause 21.1(d)

An Employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave for each year of continuous service as provided for in the NES. A shiftworker shall mean an employee who is regularly rostered to work Sundays and public holidays.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

15 / 02 / 2023

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



Integrated Clinical Oncology Network Pty Ltd Victorian Medical Physicists Enterprise Agreement

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1. TITLE OF AGREEMENT

- 1.1 This Agreement shall be known as the Integrated Clinical Oncology Network Pty Ltd Victorian Medical Physicists Enterprise Agreement.

2. PURPOSE OF AGREEMENT

- 2.1 This Agreement applies to Icon Medical Physicist Employees whose terms and conditions are provided for in this Agreement employed by Icon located in the State of Victoria.
- 2.2 A copy of this Agreement shall be available on the Icon intranet so as to be readily accessed by all Employees
- 2.3 **The purpose of this Agreement is to:**
- (a) Ensure Icon can provide and deliver the best care possible, to as many people as possible, as close to home possible. Both parties are committed to upholding the Values and Vision of Icon.
 - (b) Increase the productivity, efficiency, flexibility, and competitiveness of Icon.
 - (c) Recognise the contribution of Employees to ensuring the quality of services provided by Icon.
 - (d) Maintain ongoing consultation between management and Medical Physics staff.
 - (e) Maintain commitment of Icon and its Medical Physics staff to the provision of quality care services to the client.

3. COVERAGE OF THE AGREEMENT

This Agreement will cover:

- 3.1 Integrated Clinical Oncology Network Pty Ltd (ABN: 61 151 293 891) (the Employer).
- 3.2 All Employees that are engaged to perform the roles of Medical Physics Registrar, Medical Physicist, Senior Medical Physicist and Lead Medical Physicist at the Employer's sites operating within the state of Victoria.
- 3.1 The Health Services Union of Australia Victoria No. 4 Branch.

4. APPLICATION, AWARD AND NES INCORPORATION

- 4.1 This Agreement regulates all terms and conditions of employment and operates to the exclusion of any Award or Agreement, State or Federal, previously covering Employees.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. DURATION

- 5.1 This Agreement will commence 7 days after it is approved by the FWC and shall nominally expire 30 June 2026.
- 5.2 This Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act.
- 5.3 Negotiations for a new agreement are to commence no later than six months prior to the nominal expiry date of this Agreement.

6. DEFINITIONS

"**Act**" means the *Fair Work Act 2009 (Cth)* as amended from time to time.

"**Award**" means Health Professionals and Support Services Award 2020.

"**Agreement**" means the Integrated Clinical Oncology Network Pty Ltd Victorian Enterprise Agreement.

"**Casual Employee**" has the meaning given by section 15A of the Act.

"**FWC**" means the Fair Work Commission.

"**Employee/(s)**" means any person engaged by the Employer whose position is covered by a classification in this Agreement.

"**Employer**" means Integrated Clinical Oncology Network Pty Ltd (ABN: 61 151 293 891).

"**Immediate family**" means:

- i. An employee's immediate family includes their: spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild, and sibling.
- ii. Immediate family also includes: the immediate family of the Employee's spouse or de facto partner (or former spouse or de facto partner), step-relations (for example, step-parent and step-child), and adoptive relations.

"**Icon**" means the Employer, Integrated Clinical Oncology Network Pty Ltd (ABN: 61 151 293 891).

"**Medical Physicist**" shall mean a person who is eligible for membership of the Australian College of Physical Scientists and Engineers in Medicine as a Medical Physicist.

"**National Employment Standards (or NES)**" means; the 'National Employment Standards' which provide 10 minimum terms and conditions of employment as set out in Part 2-2 of the Act. The NES are minimum standards that cannot be overridden by the terms of this Agreement.

"**Parties**" means the parties who are covered by this Agreement as shown in clause 3 Coverage of Agreement.

"**Regulations**" means the Fair Work Regulations 2009 (Cth), as amended from time to time.

"**Remuneration**" means the hourly rate or annualised salary that compensates Employees for, and can be used to set off, any legal entitlement Employees may have or become entitled to under this Agreement. This includes minimum wages, meal allowances, uniform and laundry allowance (if applicable), and annual leave loading.

"**Shiftworker**", for the purposes of the NES, a shiftworker shall mean an Employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of work of a day worker.

"**Union**" shall mean the Health Services Union of Australia Victoria No. 4 Branch (namely the Medical Scientists Association of Victoria).

"**Working Week**" shall mean a working week commencing after midnight on a Sunday evening and ending at midnight on the following Sunday evening.

7. NO EXTRA CLAIMS

7.1 The Parties agree that up to the nominal expiry date of this Agreement, they will not pursue any extra claims outside the process described in Division 7 of Part 2-4 of the Act.

- 7.2 This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other enterprise.

8. EQUAL OPPORTUNITY

- 8.1 In all matters relating to employment, appointment, promotion and training, the parties to this Agreement will adhere to and foster the principles of equal opportunity. Icon and Employees will take reasonable and proportionate steps to ensure all Employees work in an environment free of sexual harassment and have policies and protocols assisting these processes.
- 8.2 Icon is committed to ensuring that its policies and procedures assist Employees in balancing their work and family / life commitments.

9. TYPES OF EMPLOYMENT

Employees may be engaged as a full time, part time, or casual.

Icon shall notify each Employee in writing on commencement of their employment of their classification and terms of employment.

Icon shall confirm with each Employee in writing of any alteration to their classification.

9.1 Full-Time Employees

- (a) A full-time Employee is engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week in a fortnight.

9.2 Part-Time Employees

- (a) A part-time Employee is an Employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are generally reasonably predictable or modified by mutual agreement.
- (b) Part-time Employees shall be entitled to annual leave and personal leave on a pro rata basis.
- (c) Before commencing part-time employment, the Employer and the Employee will agree in writing the guaranteed minimum number of hours to be worked, the days of the week the Employee will work and the starting and finishing times each day.
- (d) The terms of the agreement may be varied in writing by mutual agreement.

9.3 Casual Employees

- (a) A casual Employee is one who is defined in accordance with s15A of the *Fair Work Act*.
- (b) A casual Employee can be engaged to work up to and including 38 ordinary hours per week.
- (c) The minimum period of engagement of a casual Employee is 3 (three) hours.
- (d) For each ordinary hour worked, a casual Employee must be paid:
- i. The minimum hourly rate applicable to the classification and pay point in which they are employed and a loading of 25% of the minimum hourly rate.
 - ii. Casual Employees will be paid the hourly rate for their classification level plus a casual loading of 25%. The casual loading is in lieu of any paid leave entitlements, redundancy payments, allowances, loadings and other benefits of full or part time employment.
- (e) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.
- (f) An Employee who works overtime shall be paid the following rates for their employment classification:

- i. Monday to Saturday—187.5% of the minimum hourly rate for the first 2 hours and 250% of the minimum hourly rate after 2 hours.
- ii. Sunday—250% of the minimum hourly rate; and
- iii. Public Holidays—312.5% of the minimum hourly rate.
- (g) Overtime rates under this clause will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 13.
- (h) The overtime rates for casual Employees calculated by adding the casual loading to the minimum hourly rate before applying the overtime rate.
- (i) A casual Employee will be paid shift allowances calculated on their Ordinary Hourly Rate of pay excluding the casual loading with the 25% casual loading component then added to the penalty rate of pay.

10. CLASSIFICATION STRUCTURE, RATES OF PAY & PAYMENT OF WAGES

- 10.1 Employees shall be paid in accordance with the classification structure and wage rates prescribed in Schedule 1 and 2 of this Agreement.
- 10.2 Salaries shall be increased from the commencement of the first full pay period to occur on or after the dates and by the percentages set out below:
- (a) Adjusted rates as per Schedule 2 wages table, payable on approval in FWC back paid to first pay period on or after 1 July 2022.
 - (b) 2.5% on 1 July 2023.
 - (c) 2.5% on 1 July 2024.
 - (d) 2% % on 1 July 2025.
- 10.3 Where an Employees base rate of pay falls above the rates in the pay table at Schedule 2, they shall be increased from the commencement of the first pay period to occur on or after the dates and by the percentages set out below:
- (a) 3% payable on approval in FWC back paid to first pay period on or after 1 July 2022.
 - (b) 2.5% on July 2023.
 - (c) 2% on July 2024.
 - (d) 2% on July 2025.
- 10.4 The salary increases specified in this clause and set out in Schedule 2 of this Agreement are inclusive of any wage increase, determination or award of the FWC made during the life of this Agreement.
- 10.5 Employees' Base Salary, less applicable income tax and other deductions, is paid fortnightly in arrears by electronic deposit directly into the Employees nominated bank account. Icon reserves the right to vary our pay cycles to meet our operational requirements. If a permanent change in the pay cycle is to occur, Icon will provide 8 (eight) weeks' notice in advance of changing pay cycles.
- 10.6 Higher Duties
- (a) An Employee who is authorised, by the Group Director of Medical Physics, to assume a significant amount of the duties and responsibilities of another Employee on a higher classification under this Agreement for a period of five or more consecutive working days shall be paid for the period for which he/she assumed such duties, at not less than the minimum rate prescribed for the classification applying to the Employee so relieved.
 - (b) Where an Employee has not been authorised, by the Group Director of Medical Physics, to assume a significant amount of the duties and responsibilities of another Employee they shall not be required to perform such duties.
- 10.7 Vehicle Allowance

- (a) Where Icon requires an Employee to use their motor vehicle in the performance of their duties, Icon will reimburse for kilometres travelled in accordance with the Australian Taxation Office Guidelines as varied from time to time.

10.8 Travelling Allowance

- (a) An Employee whose duties require them to travel shall be provided with economy class fares and reimbursed for all reasonable out of pocket expenses, on approval by the Group Director of Medical Physics.

10.9 Regional allowance

- (a) A Regional site is defined as a site located more than 200 kilometres from the Melbourne CBD.
- (b) A Medical Physicist permanently located at a regional site (as defined) will be paid a regional allowance of \$10,000 flat rate for full time equivalent (pro-rata for part timers) to be paid on a fortnightly basis.
- (c) The regional allowance applies to permanent Employees or formally seconded staff.

10.10 Blood check allowance

- (a) 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.
- (b) A radiation hazard is defined as a risk to health arising from accidental exposure or malfunction of radiation producing equipment used for the treatment of cancer resulting in radiation exposure in excess of ICRP recommendations.

11. SUPERANNUATION

- 11.1 Icon will make superannuation contributions for Employees benefit in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), as varied from time to time.
- 11.2 Icon will pay the required legislated contribution, up to the legislated upper income limit, into a fund of the Employees' choice, provided that the fund and Employees nomination comply with relevant legislation. If the Employee does not choose a fund, Icon will request the Employee's stapled super fund details from the Australian Tax Office. If Employees do not have a stapled super fund, or Employees stapled super fund does not accept contributions and there is no alternative fund, the Icon default fund will be selected.
- 11.3 The default fund is Health Employees Superannuation Trust of Australia ('HESTA').
- 11.4 **Extra Employee contributions to Super:**
 - (a) Employees may enter into a salary sacrifice arrangement where they agree to forgo part of their future entitlement to wages i.e., allocate part of their pre-tax salary into superannuation account. Employees should seek taxation and financial advice in respect to their circumstance, before entering into a salary sacrifice arrangement.
 - (b) Employees may make additional superannuation contributions to their chosen superannuation fund from their after-tax (net) salary. Employees should check with their nominated Fund to determine what the maximum rate is allowed to be contributed.

12. HOURS OF WORK, WEEKEND WORK, SHIFT PENALTIES

- 12.1 The span of ordinary hours of work will be Monday to Friday from 6.00am to 6.00pm.

- (a) The ordinary hours of work (excluding meal breaks) shall be an average of 38 hours per week, in a fortnight.
- (b) The ordinary hours of work may be worked on any day or all days of the week, Monday to Friday.
- (c) The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Employer and the individual Employee concerned. Agreement in this respect may also be reached between the Employer and an individual Employee.
- (d) The ordinary hours of work are to be worked continuously, except for rest and meal breaks. Any work performed outside of the span of ordinary hours specified in this clause is to be paid at overtime rates.

12.2 Morning / Afternoon Shift / Night Shift

All ordinary time work for a shiftworker finishing between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.00 am, the Employee will be paid 115% of the minimum hourly rate of pay applicable to their classification.

12.3 Weekend Penalty Rates (ordinary time)

All ordinary time work performed between midnight on Friday and midnight Sunday will be paid at the rate of time and half (150%).

12.4 Casual Employee who works Saturday and/or Sunday

A casual Employee who works on a Saturday or Sunday will be paid 175% of the minimum hourly rate applicable to their classification and pay point for all time worked but will not be paid the casual loading of 25%.

12.5 Rosters

- (a) 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 posted 2 (two) weeks before the commencement of the roster period.
- (b) Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of Icon to be carried on where another Employee is absent from duty pursuant to clauses 24–Personal/carer's leave and clause 27 compassionate leave; and clause 29 – Family and domestic violence leave, or in an emergency.
- (c) Rosters will not be changed at short notice without consultation with the affected Employee as to the impact upon them
- (d) Unless the Employer otherwise agrees, an Employee desiring a roster change will give 7 days 'notice except in the case of personal/carer's leave.

12.6 Day Light Savings

- (a) During the daylight-saving change over period, an Employee shall be paid for actual hours worked at the rate of pay otherwise applicable to those hours of work.

13. OVERTIME

13.1 Approved Overtime is paid in the following circumstances:

- (a) Where a full-time Employee:
 - i. works in excess of their rostered ordinary hours;
 - ii. works in excess of 10 hours per shift;

- (b) Where a part-time Employee:
 - i. works in excess of their rostered ordinary hours, except where agreement has been reached in accordance with clauses 9.2(d) (part time); and/or
 - ii. works in excess of 10 hours per shift; and/or
 - iii. works in excess of an average of 38 hours per week in a fortnight.
- (c) Where a casual Employee:
 - i. works in excess of 10 hours per shift; and/or
 - ii. works in excess of 38 hours per week or 76 hours in a fortnight.
- (d) Where an Employee is deprived of part of their break between shifts as required by clause 15.

13.2 Overtime rates—full-time and part-time Employees

(a) An Employee who works overtime shall be paid the following rates for their employment classification:

- i. Monday to Friday—150% of the minimum hourly rate for the first 2 hours and 200% of the minimum hourly rate after 2 hours.
- ii. Saturday – 200% of the minimum hourly rates; and
- iii. Sunday—200% of the minimum hourly rate; and
- iv. Public Holidays—250% of the minimum hourly rate.

(b) Overtime rates under this clause will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 13.

13.3 Paid rest break during overtime

- (a) An Employee working overtime will take a paid rest break of 20 minutes after each 4 hours of overtime worked if required to continue work after the break.

13.4 Rest period after overtime

- (a) An Employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.
- (b) If, on the instructions of Icon, an Employee does not receive 10 consecutive hours off duty, the Employee must be paid as follows:
 - i. for a full-time or part-time Employee—at a rate of 200% of the minimum hourly rate applicable to their classification and pay point until being released from duty; and
 - ii. for a casual Employee—at a rate of 250% of the minimum hourly rate applicable to their classification and pay point until being released from duty.
- (c) Upon being released from duty, the Employee is entitled to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during their absence.

13.5 Time off instead of payment for overtime

- (a) An Employee and Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.

- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement.
- (c) An agreement must state each of the following:
 - i. the number of overtime hours to which it applies and when those hours were worked;
 - ii. that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;
 - iii. that, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - iv. that any payment mentioned in this clause must be made in the next pay period following the request.
- (d) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under this clause, an Employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - i. within the period of 6 months after the overtime is worked, and
 - ii. at a time or times within that period of 6 months agreed by the Employee and Employer.
- (f) If the Employee requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in this clause, the Employer must pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The Employer must keep a copy of any agreement under this clause as an Employee record.
- (i) Icon will not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make or not make, an agreement to take time off instead of payment for overtime.
- (j) An Employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the Employee, instead of being paid for overtime worked by the Employee.

NOTE: If an Employee makes a request under section 65 of the Act for a change in working arrangements, the Employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which this clause applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under this clause.

13.6 Recall to Work Overtime

- (a) An Employee who is recalled to work overtime after leaving the Employer's premises will be paid for a minimum of 2 (two) hours' work at the appropriate overtime rate.

13.7 On Call

- (a) 'On call' means to be available to be recalled to duty in a specified period beyond the Employee's rostered hours of duty and as pre-approved by the Employer. An Employee rostered to be on call shall be paid an allowance as set out in Schedule 2 per 12-hour period or part thereof.

- (b) An Employee may be required to be on call for more than one site, but not at the same time except in relation to telephone on call.

14. VARIATION TO ROSTER - TIME OFF IN LIEU

- 14.1 It is acknowledged that staff may, subject to prior management approval and in accordance with Icon policy as varied from time to time, sometimes elect to work variable hours, either because of fluctuations in workload or the need to see patients or their families outside normal working hours. This clause is to be used to support Employees and is not to be used to avoid paying staff overtime. In order to accommodate these variations in shift length, Employees are entitled to accrue time worked over and above the usual 7.6-hour shift.
- 14.2 Employees may have the option to vary their start and finish times. This will depend on the operational requirements of their role and the environment their role operates in. In some cases, staggered start and finish times may not be possible due to operational requirements.
- 14.3 The accrued time may, subject to prior management approval, then be taken as time in lieu capped at 2 days.
- 14.4 Employees and Management share responsibility for the coordination of Employees taking time in lieu. Management may direct employees to take accrued time in lieu and employees may consult with their manager to arrange to take time at a future date.

15. MEAL BREAKS AND REST PERIODS

15.1 Unpaid meal breaks

- (a) An Employee who works in excess of 5 (five) hours will be entitled to an unpaid meal break of 30 to 60 minutes.
- (b) The time of taking the meal break may be varied by agreement between the Employer and Employee.
- (c) An Employee who works not more than 6 (six) hours may elect to forgo the meal break, with the consent of the Employer.

15.2 Paid tea breaks

- (a) Every Employee will be entitled to a paid 10-minute tea break in each 4 (four) hours worked at a time to be agreed between the Employer and Employee.
- (b) Subject to agreement between the Employer and Employee, such breaks may be taken as one 20-minute tea break.
- (c) Tea breaks will be counted as time worked.

16. SAFETY, WELL-BEING AND FITNESS FOR WORK

- 16.1 The provisions of this clause of the Agreement shall be read and interpreted in conjunction with the *Occupational Health & Safety Act 2004* (Vic) (as amended), the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (as amended) but these Acts are not incorporated into this Agreement.
- 16.2 Employees acknowledge and agree that a safe and secure workplace is important and that Employees will:
 - (a) Comply with all work health and safety laws and regulations;
 - (b) Take reasonable care for their own health and safety and reasonable care that any acts or omissions do not adversely affect the health and safety of themselves or other persons;
 - (c) Wear and use the safety and protective equipment, clothing, or health monitoring devices as required;

- (d) Comply with the Employer's work health and safety practices and procedures.
- (e) Immediately report to management any accidents, 'near hits', incidents or hazards arising in the course of their employment;
- (f) All Employees will actively participate in rehabilitation and return to work programs; and
- (g) Employees will participate in incident investigations and where required may nominate an Employee representative to attend during investigations.
- (h) Employees are required to comply with all health, safety and wellbeing requirements in connection to their employment and demonstrate positive behaviours in respect of Icon's work health and safety culture.

17. EQUIPMENT

- 17.1 Where the Employer provides Employees with a laptop computer, or any other item of equipment for work, the following applies:
- (a) Icon may, at our discretion, replace or modify the item;
 - (b) Employees must keep the item of equipment in good order, and comply with any manufacturer's requirements in respect of servicing or repair;
 - (c) Employees must only use the item of equipment for their employment or for any private use which is authorised by the Employer
 - (d) If for any reason the Employee is absent from employment for a period greater than one month, for any reason, Icon may direct the Employee to return the equipment to Icon.
- 17.2 Upon termination of employment, the Employee must immediately return to Icon all company property in the Employee's possession or control; this includes laptops, security passes, branded uniforms, documents (soft or hard copies) and any other property of the Employers. Employees are not entitled to make or retain any copies of the Employer's property.

18. WORKPLACE FLEXIBILITY

- 18.1 Icon may require an Employee to carry out duties within the scope of the Employee's skill competence and training within other areas of Icon operations including but not limited to where an emergency situation arises, or the ordinary usual place of work is temporarily out of operation or is unsafe subject to consultation with any affected Employee.

19. TERMINATION OF EMPLOYMENT

- 19.1 In order to terminate the employment of a full time or part time Employee, subject to probation and clause 18.6 (serious misconduct), Icon may terminate the employment relationship by giving 4 (four) weeks' notice in writing of the day of termination.
- 19.2 If an Employee's termination is initiated by Icon, and the Employee is over 45 years of age and has completed at least 2 (two) years of continuous service, the Employee is entitled to an additional weeks' notice.
- 19.3 Casual Employees may terminate their employment, or have their employment terminated by Icon, without notice.
- 19.4 If either Icon or the Employee gives notice of ending employment, Icon may
- (a) End the Employee's relationship immediately at or any time during the notice period, and pay the Employee a lump sum representing the value of the Employee's salary for the remainder of the notice period; or

- (b) Direct the Employee not to attend the workplace, or direct the Employee not to perform duties, at any time during the notice period.

19.5 Notice of termination by Employee

- (a) Where an Employee resigns, the Employee will provide Icon with 4 (four) weeks' notice.
- (b) If an Employee does not give the period of notice required, then Icon may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.
- (c) Icon may agree that the Employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.
- (d) Icon, shall on request from an Employee, provide a Statement of Service.

19.6 Summary Dismissal/Serious Misconduct

- (a) Icon may end an Employee's employment without notice if Icon has reasonable grounds to suspect that the Employee has engaged in serious misconduct.
- (b) Examples of Serious Misconduct include, but are not limited to:
 - i. Assault, attempted assault or fighting in the workplace;
 - ii. Theft, bribery or fraud;
 - iii. Willful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment
 - iv. Unauthorised absence from work whilst on duty which has a detrimental impact on the Group's business;
 - v. Willful damage to the property of the Group, its associated businesses, its employees or clients;
 - vi. Being under the influence of illegal drugs or alcohol at work;
 - vii. Refusal to follow a lawful and reasonable instruction;
 - viii. Any other conduct that is inconsistent with the continuance of the employee's contract of employment.

20. REDUNDANCY

20.1 An Employee's job is considered to be redundant if Icon has made a definite decision that the job is no longer required and will not be done by any person. Icon will consult with Employees likely to be affected by a redundancy situation, in accordance with Clause 32 (Consultation), and where reasonably possible will attempt to redeploy affected Employees to acceptable alternative employment. This clause does not apply to Casual Employees.

20.2 Transfer to low paid duties on redundancy

Icon may give the Employee

- (a) notice of the transfer of at least the same length as the Employee would be entitled to as per clause 19.1 (notice period) or
- (b) the Employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the Employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

20.3 Severance Pay

- (a) An Employee whose employment is terminated by way of redundancy shall be paid as per NES.
- (b) An Employee who is given notice of termination of employment on the grounds of redundancy may terminate their employment during the period of notice. The Employee shall still be entitled to payment in lieu of the balance of the notice period not worked in addition to the severance pay.

20.4 Transfer of Business

In the event that any Employee is affected by a transfer of business within the meaning of Part 2-8 of the Act, the relevant provisions of section 122 of the Act shall apply.

21. ANNUAL LEAVE

21.1 Entitlement to Annual Leave

- (a) Employees will accrue annual leave in accordance with the NES. In addition to the NES minimum annual leave entitlement, Employees covered by this Agreement are entitled to 5 (five) weeks of annual leave for every completed year of service.
- (b) Casual Employees are not entitled to paid annual leave.
- (c) Annual leave accrues progressively based on ordinary hours worked and accumulates from year to year. Annual leave will not accrue during any period of unpaid leave or unauthorised absences.
- (d) An Employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave for each year of continuous service as provided for in the NES. A shiftworker shall mean a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays in which shifts are continuously rostered twenty-four (24) hours a day for seven (7) days a week.

21.2 Payment for Annual Leave

- (a) Where an Employee takes annual leave, they shall be entitled to be paid the normal weekly working hours for what would have been the Employee's ordinary hours of work in the leave period, exclusive of shift penalties.
- (b) Where an Employee takes annual leave, leave loading is not payable and incorporated into Employee's salary.
- (c) If an Employee's employment ceases before they have taken their accrued annual leave, an Employee will be paid out for their accrued annual leave.

21.3 Taking Annual Leave

- (a) Annual leave is to be taken at dates and times agreed between an Employee and Icon. Icon shall not unreasonably refuse annual leave but may refuse to grant annual leave to an Employee due to the operational needs of the business.
- (b) Icon may, by providing 4 weeks' notice, direct an Employee to take their accrued annual leave in the following circumstances:
 - i. where the Employee has at least 8 weeks of accrued annual leave; or
 - ii. when the site where the Employee usually works is required to temporarily shut down for any reason.
 - iii. Icon won't direct Employees to take annual leave where Employee has a leave plan in place as agreed with Employee's manager

21.4 Sickness during Annual Leave

- (a) If whilst on annual leave an Employee meets the entitlement to personal leave on days which an Employee would otherwise have worked, and immediately forwards to Icon a certificate of a legally qualified medical practitioner, then these days shall be deducted from their personal leave entitlement and re-credited to their annual leave entitlement.

21.5 Cashing out of Annual Leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause.
- (b) Icon and an Employee, on an Employee's request, may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (c) An agreement must state:
 - i. The amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - ii. The date on which the payment is to be made.
- (d) An agreement must be signed by Icon and the Employee.
- (e) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (f) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.
- (g) The maximum amount of accrued paid annual leave that can be cashed out in any period of 12 months is 2 weeks. In cases of extreme financial hardship, this may be extended, at the discretion of Icon.
- (h) An Employee's accrued entitlement to annual leave will reduce by the amount of leave cashed out.

22. PERSONAL/CARERS LEAVE

22.1 Entitlement to Personal/Carer's Leave

- (a) Personal/carer's leave shall be provided in accordance with the NES. As at the date of this Agreement this means an Employee is entitled to 10 days of paid personal/carer's leave for each year of continuous service. Part-Time Employees are entitled to accrue paid personal leave on a pro rata basis. Casual Employees are not entitled to paid personal leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (c) An Employee who is entitled to paid personal/carer's leave may take such leave:
 - i. because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - ii. to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of a personal illness, or injury or an unexpected emergency affecting the member.
- (d) Employees who have exhausted their accrued paid personal/carer's leave, and Casual Employees, are entitled to up to 2 days of unpaid carer's leave for the purpose of this clause per occasion.

22.2 Payment for Personal/Carer's Leave

- (a) An Employee when taking personal/carer's leave will be paid the Employees hourly rate for the Employee's ordinary hours of work in the period, excluding shift penalties.
- (b) Unused personal leave is not paid out on termination of employment.

22.3 Taking Personal/Carer's Leave

- (a) Employees who are unable to attend work due to personal/carer's leave must notify their Line Manager as soon as reasonably practicable via voice contact of the taking of personal/carer's leave and the expected period of the leave.

- (b) When taking leave to care for members of his or her immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
 - i. The relationship to the Employee of the person requiring care
 - ii. The reasons for taking such leave (personal illness or personal injury); and
 - iii. The estimated length of absence.
 - iv. Evidence supporting claim
- (c) Employees will be required to provide a medical certificate or a statutory declaration duly authorised by a statutory declaration witness to Icon to support taking personal/carer's leave where:
 - i. the Employee has, during the previous 12 months, taken 3 (three) days' personal/carer's leave without providing a medical certificate.
 - ii. the Employee has been absent on personal/carer's leave for 3 (three) or more consecutive working days.
 - iii. the Employee has exhausted all paid personal/carer's leave entitlements.
 - iv. the Employee is absent on personal/carer's leave on a day immediately before or after a public holiday or immediately before or after a day on which they are not required to work; or
 - v. Icon has a reasonable concern regarding the Employee's absences which may include but is not limited to a regular pattern of absences.
 - vi. Failure to either provide notice or the evidence required means the Employee is not entitled to paid personal/carer's leave.

23. LONG SERVICE LEAVE

Long Service Leave shall be applied as per Schedule 3.

24. PURCHASED LEAVE

Employees may purchase up to 4 weeks (20 days) leave by reducing their fortnightly salary over the course of 12 months in accordance with Icon Policy. The Employer may set processes for approving purchased leave. Approval will not be unreasonably withheld.

25. PARENTAL LEAVE

Parental leave will be in accordance with the NES. Where Icon Policy, as amended from time to time, provides for a more advantageous conditions, the Icon Policy will prevail

26. COMPASSIONATE LEAVE

- 26.1 Compassionate leave shall be provided in accordance with the NES, however, an Employee is entitled up to 3 (three) days of compassionate leave per occasion when:
- (a) a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury
 - (b) a baby in their immediate family or household is stillborn
 - (c) they have a miscarriage
 - (d) their current spouse or de facto partner has a miscarriage.

- 26.2 Employees who are unable to attend work as scheduled due to compassionate leave must notify their manager by voice contact as soon as reasonably practicable of the taking of compassionate leave and the expected period of the leave.
- 26.3 If required, the Employee will provide evidence that will satisfy a reasonable person.
- 26.4 A Full-Time or Part-Time Employee taking compassionate leave shall be paid at the Employee's remuneration hourly rate for the Employee's ordinary hours of work in the period.
- 26.5 Casual Employees will be entitled to 3 (three) days' unpaid compassionate leave.

27. COMMUNITY SERVICE LEAVE

- 27.1 Employees are entitled to Community Service Leave, including jury service leave and volunteering work, in accordance with the NES.
- 27.2 **Jury Service**
- (a) An Employee required to attend for jury service during his or her ordinary working hours shall be entitled to make up pay in line with the NES for the first 10 days or in line with State law whichever is more beneficial (i.e., Juries Act 2000 (VIC)). This make up pay paid by Icon will be an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary hours he or she would have worked had he or she not been on jury service.
 - (b) An Employee called for jury service shall notify Icon as soon as possible of the date upon which he or she is required to attend and shall keep Icon informed as to the likely date of return if empanelled. The Employee must provide Icon proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

28. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

Leave to deal with Family and Domestic Violence leave will be in accordance with the NES. Where Icon Policy, as amended from time to time, provides for a more advantageous conditions, the Icon Policy will prevail.

29. PUBLIC HOLIDAYS

- 29.1 For the purposes of this Agreement, public holidays are as defined in the NES and in the State of the Employee's work location including:
- (a) New Year's Day (1 January)
 - (b) Australia Day (26 January)
 - (c) Good Friday
 - (d) Easter Saturday
 - (e) Easter Monday
 - (f) ANZAC Day (25 April)
 - (g) the Queen's birthday (on the day on which it is celebrated in the State)
 - (h) Labour Day (on the day on which it is celebrated in the State)
 - (i) Christmas Day (25 December)

- (j) Boxing Day (26 December)

29.2 In addition to the items above, also included are:

- (a) a day that, under (or in accordance with a procedure under) State law, is substituted for a day; and
- (b) any other day, or part-day, declared by or under State law to be observed generally within the State, or a region of that State, as a public holiday by people who work in that State or region.

29.3 Payment for time worked

- (a) If an Employee is absent from work on a day or part day that is a public holiday, the Employer must pay the Employee (other than a casual Employee) the base rate of pay for the Employee's ordinary hours of work on that day or part-day. The base rate of pay to be paid excludes incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates, or any other separately identifiable amounts.
- (b) Subject to the definition of a holiday, an Employee who works on a recognized holiday shall for all time worked on that day be paid at the rate of double time and half.
- (c) However, an Employee is not entitled to payment if they do not have ordinary hours of work on the public holiday.
- (d) An Employee who is recalled to work overtime on a public holiday will be paid for a minimum of 2 hours' work at the appropriate overtime rate.

29.4 Substitution of public holidays by agreement

- (a) An Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- (b) An Employer and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

30. CAREER BREAK

Employees can apply for Career Breaks and career breaks require Management approval.

31. FLEXIBILITY TERM

31.1 Icon and Employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - i. annual leave;
 - ii. arrangements about when work is performed;
 - iii. overtime rates;
 - iv. penalty rates;
 - v. allowances; and
 - vi. leave loading.
- (b) the arrangement meets the genuine needs of Icon and the Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by Icon and the Employee.

31.2 Icon must ensure that the terms of the individual flexibility arrangement:

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

31.3 Icon must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Icon and the Employee; and
- (c) is signed by Icon and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms of the Agreement; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

31.4 Icon must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

31.5 Icon 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 the Employer and Employee agree in writing — at any time.

32. INTRODUCTION OF CHANGE

32.1 This term applies if Icon:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

32.2 Major change

(c) For a major change referred to in clause 32.1(a):

- i. Icon must notify the relevant Employees of the decision to introduce the major change; and
- ii. clauses 32.3 to 32.8 apply.

32.3 The relevant Employees may appoint a representative including the Union, for the purposes of the procedures in this term.

If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative including the Union, for the purposes of consultation; and
- (b) the Employee or Employees advise Icon of the identity of the representative;

Icon must recognise the representative.

32.4 As soon as practicable after making its decision, Icon must:

- (a) discuss with the relevant Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion provide, in writing, to the relevant Employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.

32.5 However, Icon is not required to disclose confidential or commercially sensitive information to the relevant Employees.

32.6 Icon must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

32.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Icon, the requirements set out in Clause 32.2 (c.i) and clauses 32.3(a) and 32.4 are taken not to apply.

32.8 In this term, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of Icon's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - i. the alteration of hours of work; or
 - ii. the need to retrain Employees; or
 - iii. the need to relocate Employees to another workplace; or
 - iv. the restructuring of jobs.

32.9 **Change to regular roster or ordinary hours of work**

- (d) For a change referred to in clause 32.1(b):
 - i. Icon must notify the relevant Employees of the proposed change; and

- ii. clauses 32.10 to 32.15 apply.

32.10 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- Icon must recognise the representative.

32.11 As soon as practicable after proposing to introduce the change, Icon must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion provide to the relevant Employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

32.12 However, Icon is not required to disclose confidential or commercially sensitive information to the relevant Employees.

32.13 Icon must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

32.14 In this term relevant Employees means the Employees who may be affected by a change referred to in clause 32.1.

33. DISPUTE RESOLUTION PROCEDURE

33.1 All parties commit to resolving issues in accordance with the following procedure and continue providing service to our customers without interruption or delay.

33.2 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) The National Employment Standards

this term sets out procedures to settle the dispute.

33.3 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term, including the Union.

33.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

- 33.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 33.6 The FWC may deal with the dispute in 2 stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note. If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 33.7 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the Employee to perform; or
 - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 33.8 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

34. PROFESSIONAL DEVELOPMENT LEAVE

- 34.1 In line with the Icon Continuous Professional Development (CPD) Policy, Icon will reimburse Employees for all reasonable professional development expenses:
- (a) properly incurred by Employees to support in the execution of their responsibilities and duties;
 - (b) expressly authorised in advance by the Employee's Manager;
 - (c) substantiated to the reasonable satisfaction of the Employee's Manager, including by provision of appropriate taxation invoices; and
 - (d) up to a maximum value of \$5,000 per annum (for part time Employees this sum is to be pro-rated based on part time hours of work)
- 34.2 Icon will provide Employees with paid leave of 5 (five) days per annum (based on full time employment hours) for the purpose of undertaking approved professional activities. For part time Employees this entitlement is pro-rated based on part time hours.
- 34.3 Professional development leave must be applied for and approved by Employees Manager at least 4 (four) weeks before the leave is to be taken.

35. RIGHT TO DISCONNECT


Icon recognizes that an Employee has a right to disconnect outside their rostered work hours and are therefore not expected to respond to calls or messages outside of these hours. Notwithstanding, from time to time, an Employee may be required to work outside of these times in accordance with operational requirements as requested by the Employer in which case the Employee will be paid according to the Agreement.

36. SIGNATURES

Approved on behalf of Integrated Clinical Oncology Network Pty Ltd (ABN: 61 151 293 891) by:

Full Name	Tracey Annette Fyvie
Position	Group Executive Strategic Investment & Clinical Care
Address	C/- Icon Group, Level 1, 22 Cordelia Street, South Brisbane
Authority to sign this agreement	Group Executive Strategic Investment & Clinical Care
Signature	
Date	31 January 2023

Approved on behalf of the Health Services Union of Australia Victoria No 4 Branch:

Full Name	Lisa Anne Alcock
Position	Assistant Secretary
Address	Level 1, 62 Lygon Street, Carlton South VIC
Authority to sign this agreement	Assistant Secretary
Signature	
Date	25 January 2023

SCHEDULE 1 –CLASSIFICATION STRUCTURE FOR MEDICAL PHYSICISTS

Proposed Victoria Icon EA			Level progression	Description
Icon Position and Level	Icon Code	Minimum Requirements		
Medical Physics Registrar	MPR1	Eligibility to enrol in the ACPSEM TEAP program Masters in Medical Physics Radiation use licence or equivalent		The Medical Physics Registrar will assist in providing medical physics support services to the radiotherapy practices operated by Icon. The primary purpose of this work is to assist in the training of the registrar to attain the certification as a Medical Physicist through the ACPSEM Training, Education and Accreditation Program (TEAP).
Medical Physicist Level 1	MP1	Registration on the ACPSEM register of qualified medical physics specialists ("The Register") in the unlimited category Radiation use licence or equivalent Less than 5,928 hours experience as Medical Physicist (or equivalent)	Progression from MP1 to MP2 will be upon completion of 5,928 hours of service within Icon AND provided staff are not on a performance management plan.	The Medical Physicist will assist the Lead Medical Physicist and Regional Medical Physics Manager in providing medical physics support services to the radiotherapy practices operated by ICON primarily at a specific site/s but may also be required to do so at a broader state and/or national level. The Medical Physicist will contribute to the measurement and evaluation of the performance of radiation equipment used at Icon Cancer Centre site/s in treating cancer patients and consult on non-routine patient treatment, dosage planning etc. and radiation safety matters. Key responsibilities include contribution to site operational compliance, radiation safety, routine QA, and project/technical work as the lead or as a member of a team.
Medical Physicist Level 2	MP2	Registration on the ACPSEM register of qualified medical physics specialists ("The Register") in the unlimited category Radiation use licence or equivalent Greater than 5,928 hours experience as Medical Physicist (or equivalent)		
Senior Medical Physicist Level 1	SMP1	Appointed to Senior Medical Physicist role within Icon Registration on the ACPSEM register of qualified medical physics specialists ("The Register") in the unlimited category Radiation use licence or equivalent Less than 5,928 hours experience as a Senior Medical Physicist (or equivalent)	Progression from SMP1 to SMP2 will be upon completion of 5,928 hours of service within Icon AND provided staff are not on a performance management plan.	The Senior Medical Physicist will assist the Lead Medical Physicist (where applicable), Regional Medical Physics Manager and Director of Medical Physics in providing medical physics support services to the radiotherapy practices operated by ICON primarily at a specific site/s but may also be required to do so at a broader state and/or national level. The Senior Medical Physicist will lead the measurement and evaluation of the performance of radiation equipment used at Icon Cancer Centre site/s in treating cancer patients and consult on non-routine patient treatment, dosage planning etc. and radiation safety matters. Key responsibilities include leading site operational compliance, radiation safety, routine QA, project/technical work as the lead or a member of a team, and to lead a technical stream (if available).
Senior Medical Physicist Level 2	SMP2	Appointed to Senior Medical Physicist role within Icon Registration on the ACPSEM register of qualified medical physics specialists ("The Register") in the unlimited category Radiation use licence or equivalent Greater than 5,928 hours experience as a Senior Medical Physicist (or equivalent)		

Proposed Victoria Icon EA					
Icon Position and Level	Icon Code	Minimum Requirements	Level progression	Description	
Lead Medical Physicist	LMP1	Appointed to Lead Medical Physicist role within Icon Registration on the ACPSEM register of qualified medical physics specialists ("The Register") in the unlimited category Radiation use licence or equivalent		<p>The Lead Medical Physicist will assist the Regional Medical Physics Manager and Director of Medical Physics in leading medical physics support services to the radiotherapy practices operated by ICON primarily at a specific site/s, but may also be required to do so at a broader state and/or national level.</p> <p>The Lead Medical Physicist will lead the measurement and evaluation of the performance of radiation equipment used at Icon Cancer Centre site/s in treating cancer patients and consult on non-routine patient treatment, dosage planning etc. and radiation safety matters. This includes the allocation of tasks to other staff at the specific site/s, but does not include management of the staff.</p> <p>Key responsibilities include leading site operational compliance, radiation safety, routine QA, project/technical work as the lead or a member of a team, and to lead a technical stream (if available).</p>	

SCHEDULE 2 – PAY STRUCTURES

Icon Position and Level			Minimum rates from first full pay period on or after:									
Title	Icon Code	Entry Level Year	FFPP 1 July 2022		FFPP 1 July 2023		FFPP 1 July 2024		FFPP 1 July 2025			
			Hourly Rate	Annualised Rate	Hourly Rate	Annualised Rate	Hourly Rate	Annualised Rate	Hourly Rate	Annualised Rate		
Medical Physics Registrar	MPR1	1 to 3	\$41.50	\$82,000	\$42.54	\$84,050	\$43.60	\$86,151	\$44.47	\$87,874		
Medical Physicist Level 1	MP1	1 to 3	\$67.31	\$133,000	\$68.99	\$136,325	\$70.72	\$139,733	\$72.13	\$142,528		
Medical Physicist Level 2	MP2	4+	\$88.06	\$174,000	\$90.26	\$178,350	\$92.51	\$182,809	\$94.36	\$186,465		
Senior Medical Physicist Level 1	SMP1	1 to 3	\$93.12	\$184,000	\$95.45	\$188,600	\$97.83	\$193,315	\$99.79	\$197,181		
Senior Medical Physicist Level 2	SMP2	4+	\$108.30	\$214,000	\$111.01	\$219,350	\$113.78	\$224,834	\$116.06	\$229,330		
Lead Medical Physicist	LMP1		\$114.37	\$226,000	\$117.23	\$231,650	\$120.16	\$237,441	\$122.57	\$242,190		
Icon Allowance			Minimum rates from first full pay period on or after:									
			FFPP 1 July 2022		FFPP 1 July 2023		FFPP 1 July 2024		FFPP 1 July 2025			
On call allowance - Monday to Saturday per 24 hour period or part of a 24 hour period			\$35		\$35		\$35		\$35			
n call allowance - Sunday & public holiday per 24 hour period or part of a 24 hour period			\$60		\$60		\$60		\$60			

SCHEDULE 3 – LONG SERVICE LEAVE**(1) Entitlement**

- (a) An Employee shall be entitled to long service leave with pay in respect of their continuous service with the Employer in accordance with the provisions of this Schedule.
- (b) The Amount of the entitlement shall be an amount equivalent to one thirtieth of the Employee's continuous service with the Employer. Employees are entitled to access long service leave on completion of 7 (seven) years' continuous service.
- (c) On completion by the Employee 7 (seven) years continuous service, 12.13 weeks long service leave
 - i. On completion by the Employee of 10 (ten) years' continuous service – 17.33 weeks long service leave
 - ii. Thereafter an additional 1.73 weeks' long service leave on the completion of each additional year of service.

(2) Service Entitling to Leave

- (a) An Employee's continuous service with Icon shall also include all periods during which an Employee was serving in the Australian Armed Forces.
- (b) For the purposes of this clause, an Employee's service shall be deemed to be continuous notwithstanding:
 - (i) the taking of any annual leave or long service leave;
 - (ii) any absence from work of not more than fourteen days in any year on account of illness or injury, once accrued personal leave has been exhausted
 - (iii) any interruption or ending of the employment by the Employer if such 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 during which the Employee is in receipt of weekly payments under workers compensation legislation
 - (v) any leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
 - (vi) any interruption arising directly or indirectly from an industrial dispute;
 - (vii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal,
 - (viii) any absence from work of an Employee for a period not exceeding twenty-four months in respect of any pregnancy;
 - (ix) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by paragraph (iv) of this sub-clause.
- (c) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in clauses 2(b) (i)-(iv) above shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in clause 2(b) (v)-(ix) above shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
- (d) The Employer shall keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.

(3) Payments in lieu of Long Service Leave on the Death of an Employee

Where an Employee who has completed the requisite period of service, dies while still in the employment of the Employer, the Employer will pay the Employee's personal representative one-thirtieth of the period of the

Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

(4) Payment for period of leave

- (a) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
 - i. in full in advance when the Employee commences their leave; or
 - ii. at the same time as payment would have been made if the Employee had remained on duty; or
 - iii. in any other way agreed between the Employer and the Employee.
- (b) The calculation of long service leave will be based on Employee's ordinary hours of work averaged over the Employee's period of continuous service, so that for each week that an Employee takes long service leave they are paid the average of their ordinary hours multiplied by the Employee's ordinary hourly rate
- (c) Where any long service leave accrues to an Employee pursuant to clause 1 the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
- (d) Where an increase occurs in the ordinary hourly rate during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(5) Taking of leave

- (a) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed.
- (b) If there is no agreement between the Employer and the Employee about the taking of long service leave within 6 months of the accrual date of the entitlement (being at 7 years' service and each year thereafter), the Employer may direct the Employee to take that part of their long service leave accrued beyond 7 years, provided that the Employer provides the Employee with at least 3 months' notice in writing of such direction
- (c) Any long service leave shall be inclusive of any public holiday occurring during the period when leave is taken.
- (d) If the Employer and the Employee agree, long service leave may be taken in separate weekly periods, provided that one week is the minimum period of leave that can be taken.
- (e) The Employee has the choice of taking long service leave normally or at half pay for a period equal to twice the period to which they would otherwise be entitled, or half the period at double the pay.
 - i. Where the Employee is considering making such a request, the Employer recommends that the Employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
 - ii. The Employer will provide to the Employee in writing an indication of the payment and the tax payable as a result of the Employee choosing double the leave at half pay prior to the request by the Employee being finalised.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/211

Applicant: Integrated Clinical Oncology Network Pty Ltd
(name of applicant)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Tracey Fyvie, Group Executive- Strategic Investment & Clinical Care, have the authority given to me by Integrated Clinical Oncology Network Pty Ltd to give the following undertakings with respect to the [Integrated Clinical Oncology Network Pty Ltd Victorian Medical Physicists Enterprise Agreement] ("the Agreement"):

1. The Enterprise Agreement will be applied as if the following replaced clause 21.1(d)

An Employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave for each year of continuous service as provided for in the NES. A shiftworker shall mean an employee who is regularly rostered to work Sundays and public holidays.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

15 / 02 / 2023

Date