



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Diagnostic Services Pty Ltd
(AG2019/683)

DIAGNOSTIC SERVICES PTY LTD AND CONSULTANT PATHOLOGY SERVICES PTY LTD ENTERPRISE AGREEMENT (2018)

Health and welfare services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 10 SEPTEMBER 2019

Application for approval of the Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd Enterprise Agreement (2018)

[1] Diagnostic Services Pty Ltd has made an application for approval of an enterprise agreement known as the *Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd Enterprise Agreement (2018)* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] The Employer provided written undertakings to the Commission on 9 September 2019. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, 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.

[4] The Health Services Union of Australia and the Australian Nursing and Midwifery Federation, being bargaining representatives for the Agreement, have each given notice under s 183 of the Act that it seeks to be covered by the Agreement to cover it. In accordance with s 201(2) and based on the statutory declaration provided by these organisations, I note that the Agreement covers these organisations.

[5] The Agreement was approved on 10 September 2019 and, in accordance with s 54, will operate from 17 September 2019. The nominal expiry date of the Agreement is 1 September 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/683

Applicant:

Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Shaun Donovan, Chief Executive Officer for Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd give the following undertakings with respect to the *Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd Enterprise Agreement 2018* ("the Agreement"):

1. I have the authority given to me by Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 1.11 of the Agreement shall be amended to read:

1.11 Complete agreement and express exclusion of protected Award and other conditions

- a) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a national agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to Employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- b) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Fair Work Act 2009. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- c) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
- d) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- e) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.
- f) The National Employment Standards (NES) apply to all employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this agreement, the NES will apply and the clause of the agreement will not apply.

except to the extent that the clause of the agreement provides for a more beneficial outcome than the NES

3. Clause 2.35 shall be amended to read:

2.35 Vehicle Allowance

An employee required by the employer or who seeks and obtains approval from the State Laboratory Manager to use a private vehicle in the course of duty, shall be paid an allowance of \$0.78 per kilometre.

4. Clause 2.13.1 shall be amended as follows:

An employee appointed by the employer to be engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (a) the time so worked for two hours or less; or
- (b) a full day or shift where the time so worked exceeds two hours.

5. Clause 2.39 shall be amended as follows:

Where a Specimen Collection Employee is rostered to provide after-hours rostering support between the following hours:

- Monday to Friday between 6.00am to 8.00am and 5.30pm to 9.00pm and
- Saturday and Sunday between 6.00am and 9.00pm

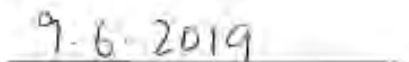
they shall be entitled to a weekly allowance of \$206.30 (pro rata).

6. For the life of this Agreement, a 15% loading will apply to all employees rostered to work a shift that finishes between 6pm and 7pm where an employee's base rate is less than 10% above the applicable Award rate for their classification (this includes casual employees). In addition, an employee who is rostered to work a shift that finishes between 6pm and 7pm in any given pay period will be remunerated an amount for that pay period that exceeds the applicable Award amount for their rostered shifts.

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



Signature



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.

DIAGNOSTIC SERVICES PTY LTD

AND

**CONSULTANT PATHOLOGY
SERVICES PTY LTD**

ENTERPRISE AGREEMENT (2018)

THIS IS AN ENTERPRISE AGREEMENT AS PROVIDED BY PART 2-4, DIVISION 2 OF THE FAIR WORK ACT 2009

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1.1 Title

This Agreement shall be known as the Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd Enterprise Agreement (2018). Referred to in this Agreement as "the Agreement".

1.2 Commitment

In line with the core values and strategic directions of the company, this Agreement has been negotiated in good faith by all affected parties allowing ownership of the processes, of its development and of its future implementation. All parties will adhere to the principles of natural justice with regard to this Agreement. This Agreement has a common application for all employees to whom classifications appear within this Agreement.

An employee who was an employee at 31st March 2008 shall not have the conditions of employment under which they were employed changed, without mutually agreeing to do so.

The employer and the employees wish to establish a best practice environment and the basic conditions necessary for the development and implementation of a constructive relationship between the employer and the employees.

The employer and the employees are desirous of working together to develop a committed, flexible and highly skilled work force that is focused on best practice standards and a working environment that is mutually rewarding for both the employer and the employees.

Consistent with their objectives the employer and the employees have, by discussion, determined a Practice Statement of Purpose and a Statement of Core Values, they are:

1.3 Our Vision:

To be recognised as a leader in the provision of pathology services in Australia.

1.4 Our Purpose:

Our purpose is to deliver quality pathology services, strive to improve our standards of practice and to monitor our performance.

1.5 Our Values:

We believe in and will act within the ethical standards of medical practice;

- We are committed to providing the highest appropriate quality service;
- We strive for excellence;
- We encourage, value and recognise people who take pride in their achievements;
- We do what we say we will do; and
- We value honesty, fair play and loyalty.

1.6 Application, Incidence and Parties Bound

This Agreement shall apply to all the employer's workplaces. The Agreement shall be binding on:

- Diagnostic Services Pty Ltd (the employer) and
- Consultant Pathology Services Pty Ltd (the employer)
- The employees employed by the employer
- Health Services Union, Tasmania Branch
- Australian Nursing and Midwifery Federation, Tasmania Branch

1.7 Definitions

'Act' means Fair Work Act 2009.

'Agreement' means the Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd Enterprise Agreement 2018.

'FWC' means the Fair Work Commission.

'De facto partner':

- a) 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
- b) Includes a former de facto partner of the employee.

'Employer' means Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd.

'Immediate family' means:

- a) A spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
- b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

'Manager' refers to any employee who is responsible for one or more employees.

'Practice Consultative Committee' refers to a committee constituted by two elected representatives from each of the Hobart, Launceston and North West regions, the State Laboratory Manager and/or Branch Laboratory Supervisors and the Chief Executive Officer and others who from time to time may be co-opted by the committee.

'Procedural fairness' refers to the provision of written and verbal warnings and counselling to allow adequate opportunity for an employee to improve performance and change unacceptable conduct.

'Union' means a registered organisation which is covered by this Agreement.

'Enterprise Agreement' refers to an agreement made between an employer and a majority of its employees and registered under Fair Work Act 2009.

'Mutual agreement', 'mutual arrangement' and 'mutual consent' shall be interpreted as having the same meaning. That is, the fundamental principle of equality of bargaining power shall be recognised by the employer and the employee to achieve mutually acceptable outcomes. Where required, and where practicable, arrangements of this nature shall be put in writing.

'Spouse' includes a former spouse.

1.8 Date and Period of Operation

The Agreement shall take effect from seven days after this Agreement is approved by the FWC and shall remain in force until 1st September 2021.

1.9 Consultative Framework

A consultative committee known as the Practice Consultative Committee will be established to support and assist in:

- informing and consulting all employees about matters and issues affecting them during the development and implementation of this and future agreements, in particular those issues relating to the introduction of planned organisational improvements arising from this or future agreements improving company communication, consultative and decision making processes;
- increase efficiency, productivity and competitive performance of the company
- improving job security, career opportunities, terms and conditions and skills enhancement for all employees.

During the life of the Agreement, the Practice Consultative Committee will meet on at least 5 occasions each year.

1.10 Dispute Resolution Procedure

(1) 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.

- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) 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.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- (5) 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, it may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the 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.

- (6) 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
 - (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.
- (7) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

1.11 Complete agreement and express exclusion of protected Award and other conditions

- a) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to Employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- b) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Fair Work Act 2009. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- c) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
- d) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- e) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

1.12 Consultation - Commitment to consult

(1) This term applies if the employer:

- (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 significant change to regular rostering practices or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

- (a) The employer must notify the relevant employees of the decision to introduce the major change; and
- (b) Subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

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

(6) However, the employer is not required to disclose confidential or commercially *sensitive information to the relevant employees*.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

(9) 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 the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular rostering practices or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses (11) to (15) apply.

- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term, relevant employees means the employees who may be affected by a change referred to in subclause (1).

Part 2 - Conditions of Employment

Employment Relationship Provisions

2.1 Contract of Employment

An employee shall be engaged as either a permanent or temporary employee on a full time, part time, or casual basis. Except in the case of casual employment, all employment shall be by the fortnight. Appointment of all employees shall be subject to satisfactory completion of a probationary period of six months, from the commencement of employment.

2.2 Full Time Employment

A full time employee shall be employed for 75 ordinary hours per fortnight. Payment shall be calculated on an hourly basis as detailed in the hourly rate wages schedule.

2.3 Part Time Employment

- (a) A part-time employee is an employee who is engaged to work less than the full-time hours of an average of 37.5 hours per week and who has reasonably predictable hours of work.
- (b) Payment shall be calculated on an hourly basis as detailed in the hourly rate wages schedule. Penalty rates prescribed in this Agreement shall apply to part time employees and shall be calculated on the ordinary hourly rate of pay. Unless otherwise mutually agreed, a part time employee shall not be paid for less than 4 ordinary hours on any day.
- (c) Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the minimum number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. The terms of this agreement may be varied by agreement and recorded in writing.
- (d) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 37.5

2.4 Casual Employment

- (a) A casual employee is one who is engaged and paid as such.
- (b) The minimum hourly casual rate of pay shall be calculated on an hourly basis as detailed in the hourly rate wages schedule plus a 25% loading to be paid in lieu of annual leave, Personal leave and holidays with pay.
- (c) Unless otherwise mutually agreed, a casual employee other than Operational Employees Levels 2 and 3 (as defined) shall be paid for a minimum of 3 hours work on any day.
- (d) The applicable loading shall be paid for all hours worked including times when penalty rates apply, provided that all penalty additions shall be calculated on the ordinary rate of pay prescribed in this Agreement.
- (e) Casual Conversion
A casual employee who has been rostered on a regular and systematic basis over 26 weeks will be entitled to request conversion to permanent or fixed term employment, provided the pattern of work has not resulted from coverage of extended absences such as parental leave, long service leave, workers compensation or extended personal leave.
 - (i) The new contract would generally be on the basis of the same number of hours as previously worked; however, the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.
 - (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request. Any reasons for refusal must be in writing.

(iii) In this term, factors for considering whether a casual employee was engaged on a regular and systematic basis are as follows:

- The period of the current pattern of employment
- The pattern of work performed by the employee
- The expectation of ongoing employment
- The nature of the work; and
- Any other relevant factor

2.5 Fixed Term Employment

Fixed term employees are those employees who are employed by the company for a strictly defined project/event and/or period and do not have an expectation of continuing employment.

Fixed term employees shall be entitled to the benefits of this Agreement.

Where a single contract of employment exceeds 2 years and 3 months full time equivalent, an employee shall be regarded as a permanent employee for all purposes of the Agreement. Likewise, where an employee is engaged for more than 2 fixed term contracts of employment within a 2 year, 3 month full time equivalent period, the employee shall be regarded as a permanent employee for all purposes of the Agreement.

This sub-clause does not apply to fixed term employees employed to relieve other employees on leave, including workers' compensation leave.

2.6 Job Sharing

To meet employee circumstances from time to time whilst maintaining an appropriate level of customer service, employees with similar skills may share the duties of a particular position(s) on a mutually agreed basis and be subject to the part time employment provisions of this Agreement. Such an arrangement must be approved by the State Laboratory Manager.

Entitlements to Parental Leave are not limited by the provisions of this clause.

2.7 Termination of Employment

The employer shall be entitled to dismiss an employee either for serious neglect of duty or wilful misconduct. In such cases, wages shall be calculated and paid up until the time of dismissal only.

Where an employee's employment is to be terminated by reason of inadequate performance or for other reasons not requiring instant dismissal, the employee shall be treated fairly and equitably through practical application of the principles of procedural fairness.

Upon termination under such circumstances, any pro rata wages, payments in lieu of notice and other outstanding entitlements shall be calculated and paid in accordance with the requirements of this Agreement.

Where the employer wishes to terminate an employee, other than a Scientist, other than for neglect of duty or misconduct the following statutory notice periods shall apply:

Employee's Period of Continuous Employment	Period of Notice
Probationary period	At least 1 week
Beyond the probationary period but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice shall be increased by one week if the employee is over 45 years of age and has completed at least two years continuous service with the employer.

The period of notice applicable to Scientists (not on probation) shall be 4 weeks.

Where the employer wishes to terminate an employee at the commencement of, or at some time during the notice period, payment of wages in lieu of all, or of the remaining notice period (where applicable), shall be made.

Notification of a desire to terminate the employment relationship shall be given by the employer or an employee at any time during the working fortnight.

An employee shall be entitled to receive, on request, a statement of service on termination of services which shall contain at least the commencing and finishing dates of the service and shall become the absolute property of the employee.

Where an employee not on probation fails to give a minimum of 2 weeks' notice (4 weeks' for Scientists not on probation) unless otherwise agreed, the employee shall only be paid up until the last day worked, plus any outstanding entitlements which shall be calculated and paid in accordance with the requirements of this Agreement.

2.8 Redundancy and Changes of Significant Effect

The employer and the employees shall work together to minimise any adverse impact caused through a process of significant change. The parties agree that it is not desirable to lose the services of staff members through redundancy or retrenchment. It is the parties' preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.

2.8.1 Interpretation

In this Clause:

'Employee' does not include a casual employee.

'Redundant' means: being no longer required by an employer to continue doing a job because, for a reason that is not a usual reason for change in the employer's work force, the employer has decided that the job will not be done by any person; or through significant economic, structural or technological change, fewer employees are required.

A 'week's pay' shall mean the average gross weekly earnings over the previous six months including:

- Rostered overtime payments
- Rostered on call payments
- Rostered penalties
- Any all purpose work-related allowances.

2.8.2 Severance Payments

In the event that redundancy occurs an employee shall, in addition to the notice period required by the Termination of Employment clause of this Agreement, receive the following payments:

- three (3) weeks severance pay; plus
- three (3) weeks pay for each pro-rated year of continuous service;
- full payment of accrued pro-rata long service leave entitlements after seven (7) years of continuous service;
- full payment of accrued annual leave entitlements including leave loading.

2.8.3 Voluntary Redundancy Benefit

Where the employer accepts an application for voluntary redundancy, the employee shall receive the following payments:

Employee's period of continuous service	Redundancy pay period
At least 1 year but less than 2 years	6 weeks pay
At least 2 years but less than 3 years	8 weeks pay
At least 3 years but less than 4 years	9 weeks pay
At least 4 years but less than 5 years	10 weeks pay
At least 5 years but less than 6 years	12 weeks pay
At least 6 years but less than 7 years	13 weeks pay
At least 7 years but less than 8 years	15 weeks pay
At least 8 years but less than 9 years	16 weeks pay
At least 9 years but less than 10 years	18 weeks pay
Greater than 10 years	22 weeks pay capped

2.8.4 Redeployment and Retraining

In the event of a position being made redundant, the following shall apply:

- (a) The Employer will actively explore all internal redeployment opportunities for staff surplus to requirements. A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.
- (b) Where retraining is required the Employer will provide and pay for any training which the Employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The Employee will be entitled to undertake this training during work time.
- (c) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

2.8.5 Employer not bound to disclose prejudicial information.

Nothing requires the employer, when providing information or holding a discussion under this Clause to disclose information that may seriously harm:

- the employer's business undertaking; or
- the employer's interest in the carrying on or disposition of its business undertaking.

2.8.6 Leave for job interviews.

An employee who has been informed that he or she has been, or will be, made redundant is entitled to paid leave of up to 8 hours for the purpose of being interviewed for further employment. The 8 hours need not be consecutive.

An employee who claims to be entitled to paid leave under this Clause is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.

Payment for leave under this Clause is to be made at the rate the employee would have received at the time leave is taken excluding payment for overtime, additional rates for ordinary hours, penalty rates and any kind of allowance.

2.8.7 Financial Counselling

The Employer undertakes to provide access in paid time for each Employee who is offered a redundancy to consult a financial adviser. The Employer will pay for the initial cost associated with financial counselling (up to two sessions) from a financial counsellor agreed to by the Employer and the Employee.

The Employer will provide to each Employee a fully detailed pay statement at the time when the offer of redundancy is made.

2.9 Approaching Retirement

An employee over the age of 55 years may look to reduce their hours of work by mutual agreement with the employer. At the time of varying the hours of work, the employee's long service leave entitlement at that date will be protected and long service leave entitlements after that date will be paid according to the hours worked following the reduction in hours.

Example: Sarah is an employee who reduces her hours under this subclause from 1 July 2018. At the time she reduces her hours, she is entitled to 10 weeks of long service leave. Sarah continues to work for the Employer and accrues an additional 3 weeks leave. Sarah then takes all her accrued long service leave in a 13 week block. Sarah will receive 10 weeks' pay calculated according to her current hourly rate for her normal weekly hours of work before 1 July 2018, and 3 weeks' pay calculated according to her current hourly rate for her normal weekly hours of work from 1 July 2018.

Wage Provisions

2.10 Quantum and Timing of Wage Increases

For the duration of this Agreement a schedule of wage increases will be paid to all employees as follows:

- 2% Increase on the first full pay on or after 31st March 2019
- 2% Increase on the first full pay on or after 31st March 2020
- 2.5% Increase on the first full pay on or after 31st March 2021

The wage rates are specified in Attachment 3.

2.12 Occupational Superannuation

Employer contributions shall be in accordance with the Superannuation Guarantee Levy and related to gross earnings pertaining to ordinary hours worked. Gross ordinary time earnings under this clause include penalties for work on Saturday, Sunday or a public holiday and payment for after 7.00 p.m. loadings (2.13).

Contributions shall be paid to HESTA Award Superannuation Fund or other complying funds or another complying fund determined by the employee.

Where, by mutual agreement, part of an employee's salary is to be sacrificed to a complying superannuation fund, the amount of salary sacrificed is deemed to be part of the employee's gross salary paid.

Employees covered by this agreement, who elect to do so, are permitted to convert a component of their gross salary to superannuation contributions to the superannuation scheme nominated by the employee. This agreement is made subject to superannuation contributions continuing to remain exempt from Fringe Benefits Tax. In the event of legislation or other changes imposing a tax or any other liability on the employer, the employee shall bear the cost or cease the arrangement or so modify the arrangement that there is no cost to the employer.

2.13 Higher Duties & Higher Qualifications Allowance

2.13.1 Higher Duties

An employee appointed by the employer and engaged continuously for four hours or more on duties carrying a higher rate than his / her ordinary classification shall be paid the higher rate for such day.

The applicable higher rate would be the rate of the higher duties position for the role the person is performing.

If for less than four hours he / she shall be paid the higher rate for the time so worked.

2.13.2 Higher qualifications – professional employees

Higher qualifications for Professional Employees shall be paid as an allowance as follows:

Where a Professional Employee has a higher qualification as defined below, a weekly qualification allowance shall apply in accordance with the amounts set out below:

- (1) Graduate Certificate in Medical Science, or equivalent (3.5% of weekly rate of Professional 1.1)
- (2) Graduate Diploma in Medical Science, MAACB or Graduate Diploma in Health Administration or equivalent (5.8% of weekly rate of Professional 1.1)
- (3) MA, MSc M.App Sc., MAIP, HGSACC, CT (ASC) or other recognised equivalent Degree of qualification from a tertiary institution (6.7% of weekly rate of Professional 1.1)
- (4) FAACB, FASM, FAIMS, D.Sc., Ph.D., FAIP, FIMLS (8.9% of weekly rate of Professional 1.1).

Such allowances shall not be cumulative in the case of multiple higher qualifications. An employee claiming entitlement to a qualifications allowance must provide the employer evidence of holding the qualification for which the allowance is claimed, and must work in an area where the qualification is appropriate and utilised within that area.

Refer Attachment 3 for a breakdown of the Higher Qualifications rates.

2.13.3 Higher qualifications – Registered Nurse employees

- (1) A Registered Nurse or an Enrolled Nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows –
 - (a) for a post graduate hospital or post graduate certificate – 4.0% of the relevant hourly rate of pay;
 - (b) for a post graduate diploma or a degree other than a nursing under graduate degree – 6.5% of the relevant hourly rate of pay;
 - (c) a masters or a doctorate – 7.5% of the relevant hourly rate of pay;

PROVIDED THAT an employee is entitled to payment of only one qualification allowance.

PROVIDED FURTHER THAT, payment of an allowance under this sub-clause, is dependent upon the qualification being relevant to the employee's current area of practice, and that the qualification is used in the performance of the employee's work. An employee claiming entitlement to a qualifications allowance must provide the employer evidence of holding the qualification for which the allowance is claimed.

- (2) A post graduate qualification allowance paid in accordance with this sub clause shall be taken into account in calculating overtime and annual leave payments.

Working Time Provisions

2.14 Hours of Work

2.14.1 Ordinary hours of work

The ordinary hours of work for full time employees shall be 75 per fortnight to be worked on no more than 10 days and not less than 8 days between the hours of 7.00am and 12.00 midnight Monday to Sunday inclusive. The span of hours applies to all employees.

If requested by the employee and consented to by the employer, an employee may extend the number of days to be worked within a 75 hour fortnight to a maximum of 12.

An employee shall not be required to work (excluding meal breaks) in excess of 8 consecutive ordinary hours in any one day, provided that by mutual agreement, an employee may work a maximum of 10 consecutive ordinary hours in any one day.

Except by mutual arrangement, an employee shall not be required to work more than one engagement of consecutive hours on any one day.

An employee, whose ordinary hours of work on any one day conclude after 7.00 pm, shall be paid a loading of 15% on the hourly rate for all hours worked on that day.

2.14.2 Extended hours of operation

The employer will only introduce a 24-hour model of operation if one of the following trigger events occurs:

- A change in a major hospital contract requiring a 24-hour level of service.

- Significant changes in clinical requirements after hours.
- Negative financial implications on the business due to changes in legislation or significant market events.

As part of a 24-hour model an employee will be paid an additional 25% allowance on their ordinary rate of pay time if they work between 12.00 (midnight) and 7.00am, unless the work is overtime in which case overtime rates will apply.

This allowance does not apply if the employee works between 12.00 (midnight) Friday and 12.00 (midnight) Sunday (normal weekend penalties will apply) or on public holidays (normal public holiday penalties will apply).

It is recognised that a 24-hour model will primarily impact on professional and technical employees and in the first instance the employer will call for volunteers to fill shifts created by a 24-hour model of operation.

The parties to this Agreement agree that if a 24-hour model of operations needs to be introduced, that a consultative committee of management and employee representatives will be established to facilitate such an introduction.

2.15 Meal and Rest Period

Employees shall not be required to work for more than 5 hours without a meal break of at least 60 minutes duration, or by mutual agreement a meal break of between 30 and 60 minutes. This provision may be varied to 6 hours by mutual agreement between the Company and an individual employee. Employees shall be allowed a rest period of 10 minutes between the start of work and the meal break, and a rest period of 10 minutes between the resumption of work after a meal break and the end of work for that day. An employee rostered on a shorter shift who does not receive a meal break will be entitled to a rest period of 10 minutes.

Such meal breaks must be taken. If in the case of an emergency, where an employee works through such a break, this break will be paid for or may be taken as time in lieu. In the case of an employee working through this meal break the appropriate manager / supervisor must be notified.

If an employee is required by the Employer to stay on-site during their meal break, they will be paid for the meal break. In such circumstances the paid meal break will be of 25 minute duration.

2.16 Rosters

Definitions:

A 'roster' refers to a work pattern designed for a specific work area for all or any ordinary hours worked within the span of hours 7.00am to 12.00 midnight Monday to Sunday.

'Work pattern' refers to a specific period of time over which ordinary daily working hours are arranged. Standard starting and finishing times usually define each daily work pattern but these can be varied from time to time according to a periodic work roster.

'Span of hours' refers to the maximum spread of working time in any day during which patterns of ordinary working hours are arranged.

A roster shall be documented setting out clearly:

- the names of the employees required to work the roster; and
- the days, dates and hours during which each employee is required to attend for duty.

The employer will give employees at least four weeks' notice of the need to change a roster. The employer may also change an employee's shift within a set roster by giving the employee up to 7 days' notice. On the employee's agreement the employer may change the employee's shift within a 7 day notice period. If the employee does not agree to a change of shift within this period and is required to work, then the employer will pay the employee overtime rates (double time) for that shift.

Irrespective of notice provided, where part time employees pick up an additional shift this is not seen as a change to an existing shift, payment will be at the applicable ordinary time rates.

2.17 Overtime

For all time worked before an employee's normal start time or after an employee's normal finish time, or for work performed outside the span of ordinary hours, payment shall be made at the rate of double time.

Overtime shall only be payable where at least 15 minutes is worked in excess of ordinary hours on any day and is work authorised by the employer or the employer's representative. Where a part-time employee's ordinary hours exceed 7.5 on any one day, and/or where the ordinary hours exceed 75 within a fortnightly pay period, payment shall be made at double time for all extra time worked.

Subject to mutual agreement, time off may be taken in lieu of payment for overtime worked and shall be taken on the basis of the equivalent overtime rate. Each employee shall have the right to consult with the union before entering into such an agreement.

2.18 Meal Allowance

A meal allowance as follows will be paid only where an employee works overtime for more than 1 hour (after the ordinary finishing time), a meal break is actually taken prior to or during the overtime and the employee returns to work immediately following the meal break.

	31.03.19	31.03.20	31.03.21
Meal allowance	\$18.39	\$18.76	\$19.23

2.19 Saturday, Sunday and Holiday Work

Employees who are required to work ordinary hours on either Saturday, Sunday or public holidays shall receive the following:

- Saturday: For all ordinary time worked, an employee shall be paid at the rate of time and one half of the ordinary rate of pay.
- Sunday: For all ordinary time worked an employee shall be paid at the rate of double the ordinary rate of pay.
- Public Holidays: In addition to the employee's ordinary rate of pay, a penalty rate of time and one half the ordinary rate shall be paid for all time worked.

An employee who is entitled to payment under this clause may, by mutual agreement, take time off in lieu of any penalty payments in excess of single time. The minimum period of engagement for working ordinary hours on Saturday, Sunday or a Public Holiday is 4 hours.

2.20 On Call

2.20.1 Scope

A rostered On Call Employee shall be required to provide an out of hours professional laboratory testing service on an as-required basis. On Call work, being subject to regional operating requirements normally occurs between the hours of 5.30 pm. and 9.00 am. the following morning on weekdays and 9.00 a.m. to 9.00 a.m. weekends and public holidays.

2.20.2 Definition

"On Call call out time" is the time taken to attend a call out, including direct travel time to and from the laboratory and the time taken to perform the tasks associated with the call out. "Contract hourly call out rate" is specified in Attachment 3.

2.20.3 Stand-by Allowance

An employee on rostered stand-by shall receive a standby allowance for each hour the Employee is required to stand-by. The "Standby rate" is specified in Attachment 3.

During the rostered On Call period the Employee shall be required to stand-by within telephone contact. In case of a call out, the Employee on stand-by shall be provided with a vehicle (or be paid mileage allowance) and mobile telephone.

2.20.4 Call Out

When an Employee on stand-by is called out to attend for duty, the Employee shall respond immediately, or if this is not practicable, within a reasonable time.

Where an Employee attends for rostered call out duty, the Employee shall be paid a call out rate as defined in Attachment 3. Provided that for each Call Out the Employee shall receive a minimum of the Contract Hourly Call Out Rate. When an employee who is not On Call is asked to attend a Call Out, the employee will be paid at overtime rates for a minimum period of two hours.

2.20.5 Consultation

Rosters and on call working patterns will be determined at the local Practice level. Any change to the On Call system to the 24-hour model may occur in line with clause 2.14.2.

2.20.6 On call and rostered overtime

Where employees are specifically rostered to work overtime in addition to their normal rostered shifts this shall not be recognised as standby / on call but as overtime.

2.20.7 On call / Recall and Eight Hour Break

- (a) An employee who works so much recall between midnight (12am) and the commencement of their next rostered period of duty and have not had at least eight consecutive hours off duty between those times, shall be released after completion of such recall worked until they have had eight consecutive hours off duty without loss of pay for rostered ordinary hours during such absence.
- (b) Where an employee is recalled to duty between 6.00am and the commencement of their next rostered period of duty, having had at least eight hours off immediately prior to that recall, such employee will be paid for the recall in accordance with sub clause 2.20.4 and be released after completion of such recall until they have had two consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (c) If on the instruction of their employer such an employee resumes or continues work without such a break they shall be paid at the rate of double time until they are released from duty for such a rest period and the employee shall then be entitled to be absent until they have the prescribed break specified in sub clauses a) and b) without loss of pay for rostered ordinary hours occurring during such an absence.
- (d) Where an employee elects to make a change to the roster which precludes them from taking the eight hour break the above penalty will not be payable.

Leave Provisions

2.21 Annual Leave

2.21.1 Period of Leave

Employees employed by the organisation as Registered Nurses shall be entitled to 35 consecutive days (being 25 working days) annual leave for each year of service with the employer. All other employees are entitled to 28 consecutive days, (being 20 working days) annual leave for each year of service with the employer.

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

For the purposes of calculating each annual leave period, Public Holidays shall be excluded.

By mutual agreement and providing one period is at least 7 consecutive days (5 working days), leave may be taken in any combination.

The employer may direct an employee to take annual leave when they have accrued greater than 8 weeks' annual leave, or 10 weeks for an employee who accrues an additional week of leave each year. The employer will provide at least 8 weeks' notice prior to directing an employee to take leave, and will ensure that the direction to take leave does not result in the employee having an accrued leave balance of less than 6 weeks. An employee shall not be directed to take less than 1 week of leave. In issuing such a direction the employer shall be considerate of the individual circumstances of employees.

2.21.2 Additional Leave

A full time employee working according to a roster that is working ordinary hours and is not paid overtime rates for Saturday and Sunday work shall be allowed an extra one week's annual leave to be taken in a period of 7 consecutive days including non-working days.

To be eligible for additional leave, a (full time or part time) employee shall work four ordinary hours of work on not less than 10 Saturdays and / or Sundays during any one leave year.

This entitlement will be calculated for weekends worked in the financial year and the entitlement will be applied to annual leave balances in the following July.

A part time employee, working according to a roster who is working ordinary hours and is not paid overtime rates for Saturday and Sunday work, shall be allowed an additional one week's pro rata leave equivalent to the number of normal weekly part time hours worked. Such leave is to be taken in a period of 7 consecutive days including non-working days.

An employee before going on leave shall be paid the amount of wages they would have received had they worked a projected roster.

2.21.3 Payment for Period of Leave

All employees, before proceeding on annual leave (other than casual employees) shall receive payment for the hours they would have worked ordinary time during the relevant period.

All full time employees and part time employees shall be paid an annual leave loading equal to 17.5% of their ordinary rate of pay for the period of annual leave to be taken.

An employee may elect to take time in lieu of annual leave loading which shall be added to the period of leave to be taken.

2.21.4 Proportionate Leave on Termination of Service

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

2.21.5 Other periods of leave

If the period during which an employee takes paid annual leave includes a period of substantiated personal leave, family leave, family/domestic violence leave, paid parental leave, bereavement leave or community service leave, the employee is taken not to be on paid annual leave for the period of that other leave.

2.21.6 Cash out of annual leave

An employer and employee may agree in writing that an amount of annual leave may be cashed out to the employee, subject to the following:

- The employee must request by application, that the employer allow the employee to cash out the annual leave;

- The employer must give genuine consideration to the request, but is under no obligation to approve the request;
- If approved, the employee's remaining accrued entitlement should not be less than 4 weeks;
- The payment to the employee must not be less than the amount payable had the employee taken the leave;
- The employer cannot force or exert undue pressure on an employee to cash out their annual leave; and
- A separate application is to be lodged for each request to cash out annual leave

2.22 Bereavement Leave

Following the death of an immediate family member and in other circumstances with the approval of the employer, an employee shall be entitled to 4 days leave up to and including the day of the funeral of such relative and one day thereafter.

An additional one day of bereavement leave may be taken by an employee within six months of the date of the death of a parent, spouse or child. Further compassionate leave may be taken by mutual consent without deduction of pay, provided that payment will not be made where the leave coincides with any other period of leave entitlement.

An employee shall be required to make application to and seek approval from the employer prior to taking leave. A death notice or other satisfactory written evidence of proof of death may be required at the request of the employer.

2.23 Holidays with Pay

All employees, except casual employees, shall be allowed the following public holidays as paid holidays:

- New Year's Day
- Australia Day
- Hobart Regatta Day (south of and including Oatlands)
- Labour Day
- Good Friday
- Easter Monday
- ANZAC Day (where it falls on a week day)
- Queen's Birthday
- Show Day
- Recreation Day (north of Oatlands)
- Christmas Day
- Boxing Day

The above public holidays, or any other day(s) gazetted as a public holiday in lieu of these days shall be taken. Payment for these holidays taken and not worked shall be at the normal rate of pay which would have applied had the employee concerned been at work on such a holiday.

All ordinary time worked on a public holiday is to be paid at the applicable penalty rate, with the following exceptions:

- 25th December - Employees who work on 25th December will be paid for time worked at the rate of triple time. Employees who are on standby and recalled to duty on the 25th December will be paid for such recall at the post-midnight recall rate.

- Anzac Day - If Anzac day falls on a Saturday or Sunday and employees are not normally rostered on that day and do not work that day they will not be paid for that day. If Anzac day falls on a Saturday or Sunday and employees work it, the employee will get paid at public holiday penalty rates. If Anzac day falls on a Saturday or Sunday and employees are normally rostered on that day as part of their normal hours but do not work it the employees will be paid for the public holiday.

2.24 Personal/carer's leave

2.24.1 An employee, other than a casual employee, shall be entitled to leave with pay when absent from work:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) 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:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

2.24.2 The employee's personal leave balance will appear on their payslips.

2.24.3 Each full time employee is entitled to accrue leave of up to 75 hours of personal/carer's leave in any year, or a pro rata (equivalent) in respect of part time employees.

2.24.4 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.

2.24.5 As soon as practicable (which may be a time after the leave has started), an employee must give the employer notice of the taking of personal/carer's leave and as far as practicable, inform the employer of the estimated duration of the absence.

An employee must also give the employer reasonable evidence which may include a medical certificate or statutory declaration that the leave was taken for a purpose specified in subclause 2.24.1.

2.24.6 The employer shall not be required to make any payment for accumulated personal/carer's leave credits upon the termination of an employee's employment.

2.24.7 An employee who suffers personal ill health or injury whilst on long service leave or annual leave may be entitled to personal leave payments subject to:

- a certificate from a registered medical practitioner stating that the illness or injury existed for 3 consecutive working days or more;
- the application for replacement of annual leave or long service leave being made within 7 days of resuming work;
- the replacement of paid long service leave or annual leave by paid personal leave not exceeding the employee's accrued personal leave entitlement.

The portion of annual leave replaced by paid Personal leave may be taken at another mutually agreed time. Failing agreement, it shall be added to the employee's annual leave balance. If termination occurs before then, the leave shall be paid at the date of termination.

Payment for replaced long service leave shall be paid at the applicable rate at the time the leave is subsequently taken.

2.24.8 An employee is entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

2.24.9 An employee may take unpaid carer's leave for a particular occasion referred to in subclause 2.24.7 if the leave is taken to provide care or support as referred to in subclause 2.24.7.

2.24.10 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

2.25 Long Service Leave

- (a) Employees shall be entitled to Long Service Leave in accordance with the Long Service Leave Act 1976.
- (a) Staff who are continuously employed by the employer and have completed at least seven years of service will be entitled to take their pro-rata long service leave as calculated in 2.25 (a) at seven years of continuous service.
- (b) By agreement with the employer, Long Service Leave may be taken in lesser periods.
- (c) Any staff member who ceases to be an employee prior to ten years of continuous service will only be entitled to be paid out their long service leave upon termination if they satisfy the provisions of the Long Service Leave Act 1976.
- (d) Employee start date will appear on their payslips.

2.26 Leave without Pay

An Employee may apply for extended leave without pay provided such leave is approved by the State Laboratory Manager.

Where leave without pay extends beyond one year, an employee may be required to relinquish entitlement to the permanent position occupied immediately prior to commencement of the leave.

Circumstances permitting, if the leave extends beyond one year the company will endeavour to place the employee in a similar position or an acceptable position at a lower level upon return to work. However, should this not be possible, the company may lawfully terminate the employee's services in accordance with this Agreement.

An Employee on leave without pay may continue to pay voluntary superannuation contributions. Accrual for purposes of annual leave and sick leave shall discontinue for the period of leave without pay. Accrual for purposes of long service leave will discontinue where leave without pay is for more than six months. The accrual period will recommence following an employee's return to work.

2.27 Education & Training Leave

Where an employee is undertaking a course approved by the employer to obtain qualifications in respect of the employee's employment, the employee shall be allowed paid leave of absence on the day of any examination required in the course/qualification.

When the employee is undertaking a course/qualification approved by the employer the employee shall be allowed leave with pay for the purpose of attending compulsory classes or private study towards qualification for up to a maximum of one week per annum.

Where time exceeds the 1 week limit additional time may be taken as leave without pay with the approval of the State Laboratory Manager. Leave of absence requires a minimum of 1 months' notice to enable alternate staffing arrangements to be made. Appropriate courses may include:

FAIMS	FASM
MAACB & FAACB	Masters/PhD (in appropriate areas)
MBA (related certificates and diplomas) etc	

2.28 Leave Purchase Scheme

An Employee may apply to purchase up to an additional two weeks leave in any year, the period of which and the time of taking to be agreed between the employee and the State Laboratory Manager at the time the Leave Purchase agreement is reached.

In considering the employees request, the State Laboratory Manager must take account of the operational requirements of the practice in the first instance, but if operational requirements will not be adversely impacted upon, the State Laboratory Manager will not unreasonably withhold approval.

If the State Laboratory Manager is unable to agree to the employee request, the employee will be provided the reasons for the refusal.

If an employee purchases additional leave in accordance with this clause, payment for the leave will be made by reducing the annual salary of the employee by an amount equal to the period of leave purchased. The remaining annual salary will be averaged over the full number of pay periods in the year to provide the employee with stability of income for the 12-month period.

The additional leave purchased must be taken in a period commencing in the year immediately after the year the in which the payment for the leave is made and within twelve months. If the employee is unable to take the leave purchased within the twelve month period, the employer will refund to the employee the full amount of payment made by the employee in the purchase.

2.29 Parental Leave

Summary:

Subject to the terms of this clause, employees are entitled to parental leave in accordance with the National Employment Standards, a copy of which is available to all staff at each work-site. The provisions can be found at Attachment 1.

- 2.29.1** Any full time or part time employee entitled to parental leave under the National Employment Standards who will be the primary carer of the child will be entitled to 12 weeks' paid leave. Payment shall be made at the employee's ordinary rate of pay for the weekly hours of the employee prior to proceeding on parental leave. The provision of paid leave will not extend the amount of parental leave to which an employee is entitled.
- 2.29.2** Primary carers may opt to be paid for the first twenty four weeks of parental leave at half the rate of pay. Provided that the employee receives the same amount of payment that they would have received, if they had been paid for the first twelve weeks at the employee's ordinary rate of pay for the weekly hours of the employee prior to proceeding on parental leave.
- 2.29.3** Any full time or part time employee entitled to parental leave under the National Employment Standards whose spouse or de facto partner will be the primary carer of the child will be entitled to one week's paid leave. Payment shall be paid at the ordinary rate of pay of the employee for the weekly ordinary hours worked by the employee prior to proceeding on parental leave.
- 2.29.4** An employee who returns to work part time after taking parental leave under a flexible working arrangement, where appropriate, has the right to return to his or her former position at the expiration of the flexible working arrangement.

2.30 Blood Donors Leave

An employee who attends the local Red Cross Blood Bank for the purposes of donating blood during work hours (by prior arrangement with their manager, such arrangement to be not unreasonably refused) shall have the necessary leave of absence without loss of pay.

2.31 Community Services Leave

2.31.1 Entitlement:

Employees, including casual employees, are entitled to be absent from work for the purpose of performing certain community service activities such as:

- a 'voluntary emergency management activity'
- jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory.

2.31.2 Voluntary emergency management activity:

An employee engages in a voluntary emergency management activity only if they:

- engage in an activity that involves dealing with an emergency or natural disaster
- the employee engages in the activity on a voluntary basis
- the employee is a member of, or has a member like association with, a 'recognised emergency management body' and either:
 - the employee was requested by or on behalf of the body to engage in the activity; or
 - no such request was made, but it would be reasonable to expect that if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

2.31.3 A recognised emergency management body:

A recognised emergency management body is:

- a body or part of a body, that has a role or function under a plan that:
 - is for coping with emergencies and/or disasters
 - is prepared by the Commonwealth, a State or a Territory
- a fire-fighting, civil defence or rescue body, or part of such a body any other body, or part of a body, which substantially involves:
 - securing the safety of persons or animals in an emergency or natural disaster
 - protecting property in an emergency or natural disaster
 - otherwise responding to an emergency or natural disaster.

This would include bodies such as the State Emergency Service (SES), Country Fire Authority (CFA) or the RSPCA (in respect of animal rescue).

2.31.4 Amount of leave is an employee entitled to:

There is no set limit on the amount of community service leave an employee is entitled to. An employee is entitled to be absent from his or her employment:

- for the time that the employee is engaged in the eligible community service activity, including reasonable travelling time associated with the activity, and reasonable rest time immediately following the activity
- if the absence is reasonable in all the circumstances (jury service is taken to always be reasonable).

2.31.5 Notice and evidence requirements:

An employee's absence from his or her employment is not covered by community service leave unless the employee complies with the notice and evidence requirements. An employee who wants an absence from his or her employment to be covered by community service leave must give his or her employer:

- (a) notice of the absence as soon practicable
- (b) the period or expected period of absence
- (c) an employer may require an employee, who has given notice of taking community service leave, to provide evidence that would satisfy a reasonable person that the employee is entitled to the leave.

2.31.6 Payment for community service leave:

Community service leave is unpaid, except in relation to jury service where an employee (other than a casual) is entitled to 'make-up pay' for the days that the employee is absent for a period of jury service. Make-up pay is the difference between any jury service pay the employee receives (excluding any expense – related allowances) and the employee's 'base rate of pay' for the ordinary hours they would have worked. Base rate of pay excludes incentive-based payments and bonuses, loadings, monetary allowances, overtime and penalty rates, or any other separately identifiable amounts.

An employer may require the employee to provide evidence that would satisfy a reasonable person:

- that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled and
- the total amount of jury service pay that has been paid, or is payable, to the employee for the period (even if there was no jury service payment). If the employer requires evidence, then the employer is only required to pay the employee upon receipt of the evidence.

2.32 Family/Domestic Violence Leave

2.32.1 The Employer recognises that employees sometimes face situations of violence or abuse in their personal life. The employer is committed to providing support to staff that are subjected to family and domestic violence.

An employee experiencing family and domestic violence is entitled to 15 days per annum of paid family and domestic violence leave for the purpose of:

- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- (b) relocation or making other safety arrangements; or
- (c) other activities associated with the experience of family and domestic violence.

2.32.2 Notice and Evidentiary Requirements

- (a) The employee shall give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause.
- (c) Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.
- (d) The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

Miscellaneous Provisions

2.33 Tools, Materials and Equipment

The employer shall provide for use by employees, all necessary appliances, materials and equipment for all duties performed at work.

2.34 Uniforms

Appropriate protective clothing shall be provided for staff working in laboratory testing areas. For staff not working in the laboratory testing areas, but whose duties predominantly involve public contact (e.g. Specimen Collectors, Couriers and Receptionists), or staff required by the State Laboratory Manager to wear a uniform, an annual uniform allowance and laundering allowance shall be paid. Refer to Attachment 3 for uniform & laundering allowances.

The Employer, upon the request of Employees who are not required to wear the Company uniform, or those who wish to purchase additional uniform items, shall provide a loan to the Employee to assist the Employee in the acquisition of the uniform. The maximum sum advanced by the Employer to the Employee qualifying for the loan shall be \$250. The Employee must repay the loan to the Employer over a term of no more than 13 pay periods. Where loan amounts exist at the time of termination the employer may retain those sums owed.

All uniforms purchased by DSPL are the property of the practice and should be returned to the appropriate pool on cessation of employment.

2.35 Vehicle Allowance

An employee required by the employer or who seeks and obtains approval from the State Laboratory Manager to use a private vehicle in the course of duty, shall be paid an allowance in accordance with the vehicle allowance rates as determined by the Australian Taxation Office from time to time.

2.36 Employee Discount scheme

A Diagnostic Services Pty Ltd Employee Discount scheme shall apply whereby all employees and their immediate family are entitled to bulk billing of any procedure performed at or by the Company.. Immediate family for the purposes of this clause includes husband, wife or partner, parents and dependent children up to 21 years of age.

In addition to procedures performed at or by the Company on employees, the employee shall be eligible for a discount of up to \$200 per annum on non-medicare rebateable items.

(Note for clarification no discount is provided for items which are not eligible for bulk billing)

2.37 Breakages

Except in cases of proven carelessness, an employee shall not be required to pay for any breakages occurring in the ordinary course of the employee's specified duties.

2.38 Remote Allowance

A Remote allowance will apply where employees are required to travel greater than 100km round trip from their normal rostered DSPL location to an alternate DSPL location and that travel will require them to stay overnight. Accommodation will be provided and a remote allowance as follows will be provided where the employer has not provided a meal:

	31.03.19	31.03.20	31.03.21
Remote allowance	\$47.77	\$48.72	\$49.94

For conference and other travel within DSPL which requires an overnight stay then an allowance for an evening meal and for breakfast will be provided as follows:

Conference Allowance	31.03.19	31.03.20	31.03.21
Evening Meal	\$59.71	\$60.91	\$62.43
Breakfast	\$19.72	\$18.28	\$18.74

2.39 Rostering Allowance (Specimen Collection only)

Where a Specimen Collection Employee is rostered to provide after hours rostering support between the following hours:

- Monday to Friday between 6.00am to 8.00am and 5.30pm to 9.00pm
- Saturday and Sunday between 6.00am and 9.00pm

they shall be entitled to an allowance of \$3.33 per hour for each hour required to be available to take such calls.

2.40 Individual Flexibility Arrangements

Flexible working arrangements assist employees to balance work and non-work commitments. The adoption or extension of work-life balance arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.

- (1) An employee and the employer covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employee and employer in relation to one or more of the matters mentioned in paragraph (a);
 - (c) the arrangement is genuinely agreed to by the employer and employee;
 - (d) the employer advises the employee of their right to seek advice from their industrial representative;
 - (e) the employee initiates the request for an individual flexibility agreement; and
 - (f) that any arrangement is not to disadvantage other existing employees.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made;
 - (d) does not result in other employees being worse off.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within fourteen days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than twenty-eight days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

2.41 Ceremonial Leave

- (1) An employee who is legitimately required to be absent from work for tribal/ceremonial/cultural purposes may take cultural/ceremonial leave of up to ten days per year, with the approval of the employer.
- (2) Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, will be as leave without pay.
- (3) Cultural/ceremonial leave includes leave to meet the employee's customs and traditional law and to participate in tribal/ceremonial/cultural activities.
- (4) The employee must give the Employer reasonable notice prior to the absence of the intention to take such leave and the length of leave required.

- (5) Cultural/ceremonial leave must be available to, but not limited to, Aboriginal and Torres Strait Islanders.
- (6) The Employer may request reasonable evidence of the need for the employee to be allowed time off.

2.42 Union delegate rights

- (a) Union delegates or elected workplace representatives, with approval of the Union and upon application in writing, shall be granted up to five days leave with pay each calendar year, non-cumulative, for legitimate union purposes to:
 - represent members in bargaining;
 - represent the interests of members to the employer and industrial tribunals;
 - consult with union members and other employees for whom the delegate is a bargaining representative;
 - attend union education;
 - address new employees about the benefits of union membership at the time that they enter employment;
 - attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
 - attend union annual Delegates Conference
- (b) Without limiting the above, leave shall be available as follows:

Number of employees covered by the agreement	Number of delegates or workplace representatives eligible for 5 days paid leave in any 12 mth period
Between 1 and 15	1
More than 15 but not more than 30	2
More than 30 but not more than 50	3
More than 50 but not more than 100	4
More than 100	5

Whilst the above table reflects the eligibility to paid leave in any 12 month period, the employer wishes to encourage union paid representation across all sites and as such limits entitlement to paid union leave to site delegates as follows:

- Hobart - 10 days per annum
- Launceston - 5 days per annum
- Burnie - 5 days per annum
- Mersey - 5 days per annum

ANMF paid entitlement to be limited to 5 days per annum for the Practice.

- (c) The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 30 days' notice of the proposed training. Provided that the granting of leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause.
- (d) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (e) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.

- (f) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- (g) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (h) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
- (i) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.
- (j) Employer can request feedback from the delegate about what they learned at the course.

PART 3 - CONCLUSION

3.1 Variations to the Agreement

Variations to this agreement will be consistent with Part 2-4, Division 7 of the Fair Work Act 2009 which provides the ability of parties to reach mutual agreement during the nominal expiry date of the agreement; however, any variation must be registered with the FWC.

3.2 No Disadvantage to Employees

Considered as a whole, the parties to this Agreement have endeavoured to protect pre-existing award and Agreement terms and conditions.

3.3 No Extra Claims

It is accepted that the parties to this Agreement will not pursue any extra claims during its life provided the parties may pursue claims for a replacement agreement.

3.4 Employment Security

The employer is committed to there being no staff reductions as a direct result of the introduction of this Agreement. Where the likelihood of redundancies due to significant events arise, and is beyond the control of the employer, the matter shall be dealt with according to Clause 2.8 of this Agreement.

3.5 Signatories to the Agreement

The undersigned parties accept that this Agreement has been negotiated in good faith and agree to be bound by its terms and conditions.

Diagnostic Services Pty Ltd

Name Shaun Donovan
Signature SLD
Date: 12/3/19
Witness
Name Phillippa Rose
Signature PKR
Date 12/3/19

Consultant Pathology Services Pty Ltd

Name Shaun Donovan
Signature SLD
Date: 12/3/19
Witness
Name Phillippa Rose
Signature PKR
Date 12/3/19

For the Employer: This agreement is signed by Dr Shaun Donovan of 2 – 4 Kirksway Place Battery Point Tas 7004 in his capacity as the Chief Executive Officer of Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd. As the Chief Executive Officer of Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd, Dr Shaun Donovan has the authority to sign the agreement on behalf of the employer.

State Secretary
Health Services Union, Tasmania Branch

Name: Tim Jacobson

Signature: 

Date: 14/3/19

Witness

Name: James Codrington

Signature: 

Date: 14/3/19

For the Union: This agreement is signed by Mr Timothy Jacobson of 11 Clare Street New Town TAS 7008 in his capacity as the Secretary of the Health Services Union.

As the Secretary of the Health Services Union, Mr Jacobson has the authority to sign the agreement on behalf of employees who are members of the Health Services Union and are employed pursuant to this agreement

State Secretary

Australian Nursing and Midwifery Federation,
Tasmanian Branch

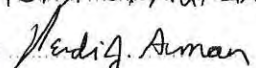
Name: JAMES LLOYD

Signature: 

Date: 21/3/19

Witness

Name: HEIDI J. AUMAN

Signature: 

Date: 21/3/2019

Mr James Lloyd his

President

For the Union: This agreement is signed by ~~Ms Emily Shepherd~~ in her capacity as the Branch Secretary of the Australian Nursing and Midwifery Federation, Tasmanian Branch.

As the Branch ~~Secretary~~ ^{President} of Australian Nursing and Midwifery Federation, Tasmanian Branch, ~~Ms Shepherd~~ ^{Mr Lloyd} has the authority to sign the agreement on behalf of employees who are members of the Australian Nursing and Midwifery Federation, Tasmanian Branch, and are employed pursuant to this agreement

Part 4 - Attachments

ATTACHMENT 1 – PARENTAL LEAVE

Division 5—Parental leave and related entitlements

Subdivision A—General

67 General rule—employee must have completed at least 12 months of service

Employees other than casual employees

- (1) An employee, other than a casual employee, is not entitled to leave under this Division (other than unpaid pre-adoption leave or unpaid no safe job leave) unless the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before the date that applies under subsection (3).

Casual employees

- (2) A casual employee, is not entitled to leave (other than unpaid pre-adoption leave or unpaid no safe job leave) under this Division unless:
- (a) the employee is, or will be, a long term casual employee of the employer immediately before the date that applies under subsection (3); and
 - (b) but for:
 - (i) the birth or expected birth of the child; or
 - (ii) the placement or the expected placement of the child; or
 - (iii) if the employee is taking a period of unpaid parental leave that starts under subsection 71(6) or paragraph 72(3)(b) or 72(4)(b)—the taking of the leave; the employee would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

Date at which employee must have completed 12 months of service

- (3) For the purpose of subsections (1) and (2), the date that applies is:
- (a) unless paragraph (b) or (c) applies:
 - (i) if the leave is birth-related leave—the date of birth, or the expected date of birth, of the child; or
 - (ii) if the leave is adoption-related leave—the day of placement, or the expected day of placement, of the child; or
 - (b) for an employee taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child under subsection 71(6)—the date on which the employee's period of leave is to start; or
 - (c) for a member of an employee couple taking a period of unpaid parental leave that is to start under paragraph 72(3)(b) or 72(4)(b) after the period of unpaid parental leave of the other member of the employee couple—the date on which the employee's period of leave is to start.

*Meaning of **birth-related leave***

- (4) **Birth-related leave** means leave of either of the following kinds:
- (a) unpaid parental leave taken in association with the birth of a child (see section 70);
 - (b) unpaid special maternity leave (see section 80).

*Meaning of **adoption-related leave***

- (5) **Adoption-related leave** means leave of either of the following kinds:
- (a) unpaid parental leave taken in association with the placement of a child for adoption (see section 70);
 - (b) unpaid pre-adoption leave (see section 85).

Meaning of day of placement

- (6) The **day of placement**, in relation to the adoption of a child by an employee, means the earlier of the following days:
- (a) the day on which the employee first takes custody of the child for the adoption;
 - (b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

68 General rule for adoption-related leave—child must be under 16 etc.

An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption:

- (a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
- (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
- (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

69 Transfer of employment situations in which employee is entitled to continue on leave etc.

- (1) If:
- (a) there is a transfer of employment in relation to an employee; and
 - (b) the employee has already started a period of leave under this Division when his or her employment with the first employer ends;
- the employee is entitled to continue on that leave for the rest of that period.

- (2) If:
- (a) there is a transfer of employment in relation to an employee; and
 - (b) the employee has, in relation to the first employer, already taken a step that is required or permitted by a provision of this Division in relation to taking a period of leave;
- the employee is taken to have taken the step in relation to the second employer.

Note: Steps covered by this subsection include (for example) giving the first employer notice under subsection 74(1), confirmation or advice under subsection 74(4) or evidence under subsection 74(5).

Subdivision B—Parental leave

70 Entitlement to unpaid parental leave

An employee is entitled to 12 months of unpaid parental leave if:

- (a) the leave is associated with:
 - (i) the birth of a child of the employee or the employee's spouse or de facto partner; or
 - (ii) the placement of a child with the employee for adoption; and
- (b) the employee has or will have a responsibility for the care of the child.

Note: Entitlement is also affected by:

- (a) section 67 (which deals with length of the employee's service); and
- (b) for pregnancy and birth—subsection 77A(3) (which applies if the pregnancy ends other than by the child being born alive, or if the child dies after birth); and
- (c) for adoption—section 68 (which deals with the age etc. of the adopted child).

71 The period of leave—other than for members of an employee couple who each intend to take leave

Application of this section

- (1) This section applies to an employee who intends to take unpaid parental leave if:

- (a) the employee is not a member of an employee couple; or
- (b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave.

Leave must be taken in single continuous period

- (2) The employee must take the leave in a single continuous period.

Note 1: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).

Note 2: Periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).

- (3) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start:

- (a) up to 6 weeks before the expected date of birth of the child; or
- (b) earlier, if the employer and employee so agree;

but must not start later than the date of birth of the child.

Note 1: If the employee is not fit for work, she may be entitled to:

- (a) paid personal leave under Subdivision A of Division 7; or
- (b) unpaid special maternity leave under section 80.

Note 2: If it is inadvisable for the employee to continue in her present position, she may be entitled:

- (a) to be transferred to an appropriate safe job under section 81; or
- (b) to paid no safe job leave under section 81A; or
- (c) to unpaid no safe job leave under section 82A.

Note 3: Section 344 prohibits the exertion of undue influence or undue pressure on the employee in relation to a decision by the employee whether to agree as mentioned in paragraph (3)(b) of this section.

- (4) If the leave is birth-related leave but subsection (3) does not apply, the period of leave must start on the date of birth of the child.

When adoption-related leave must start

- (5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

Leave may start later for employees whose spouse or de facto partner is not an employee

- (6) Despite subsections (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:

- (a) the employee has a spouse or de facto partner who is not an employee; and
- (b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

Note: An employee whose leave starts under subsection (6) is still entitled under section 76 to request an extension of the period of leave beyond his or her available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see subsection 76(7)).

72 The period of leave—members of an employee couple who each intend to take leave

Application of this section

- (1) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.

Leave must be taken in single continuous period

- (2) Each employee must take the leave in a single continuous period.

Note 1: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).

Note 2: Periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).

When birth-related leave must start

- (3) If the leave is birth-related leave:
- (a) one employee's period of leave must start first, in accordance with the following rules:
 - (i) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, or earlier if the employer and employee so agree, but must not start later than the date of birth of the child;
 - (ii) if subparagraph (i) does not apply—the period of leave must start on the date of birth of the child; and
 - (b) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 75 or 76).

When adoption-related leave must start

- (4) If the leave is adoption-related leave:
- (a) one employee's period of leave must start on the day of placement of the child; and
 - (b) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 75 or 76).

Limited entitlement to take concurrent leave

- (5) If one of the employees takes a period (the **first employee's period of leave**) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other employee may take a period of unpaid parental leave (the **concurrent leave**) during the first employee's period of leave, if the concurrent leave complies with the following requirements:
- (a) the concurrent leave must not be longer than 8 weeks in total;
 - (b) the concurrent leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than 2 weeks;
 - (c) unless the employer agrees, the concurrent leave must not start before:
 - (i) if the leave is birth-related leave—the date of birth of the child; or
 - (ii) if the leave is adoption-related leave—the day of placement of the child.
- (6) Concurrent leave taken by an employee:
- (a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (2)); and
 - (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsection (3) or (4)).

Note: The concurrent leave is unpaid parental leave and so comes out of the employer's entitlement to 12 months of unpaid parental leave under section 70.

73 Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth

Employer may ask employee to provide a medical certificate

- (1) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 74) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):
- (a) a statement of whether the employee is fit for work;

- (b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:
 - (i) illness, or risks, arising out of the employee's pregnancy; or
 - (ii) hazards connected with the position.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

Employer may require employee to take unpaid parental leave

- (2) The employer may require the employee to take a period of unpaid parental leave (the **period of leave**) as soon as practicable if:
 - (a) the employee does not give the employer the requested certificate within 7 days after the request; or
 - (b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or
 - (c) the following subparagraphs are satisfied:
 - (i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (1)(b)(i) or (ii);
 - (ii) the employee has not complied with the notice and evidence requirements of section 74 for taking unpaid parental leave.

Note: If the medical certificate contains a statement as referred to in subparagraph (c)(i) and the employee has complied with the notice and evidence requirements of section 74, then the employee is entitled to be transferred to a safe job (see section 81) or to paid no safe job leave (see section 81A).

When the period of leave must end

- (3) The period of leave must not end later than the earlier of the following:
 - (a) the end of the pregnancy;
 - (b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.

Special rules about the period of leave

- (4) The period of leave:
 - (a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 71(2) or 72(2)); and
 - (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsections 71(3) and (6), or subsection 72(3)).

Note: The period of leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70.

- (5) The employee is not required to comply with section 74 in relation to the period of leave.

74 Notice and evidence requirements

Notice

- (1) An employee must give his or her employer written notice of the taking of unpaid parental leave under section 71 or 72 by the employee.
- (2) The employee must give the notice to the employer:
 - (a) at least:
 - (i) 10 weeks before starting the leave, unless subparagraph (ii) applies; or
 - (ii) if the leave is to be taken in separate periods of concurrent leave (see paragraph 72(5)(b)) and the leave is not the first of those periods of concurrent leave—4 weeks before starting the period of concurrent leave; or

- (b) if that is not practicable—as soon as practicable (which may be a time after the leave has started).
- (3) The notice must specify the intended start and end dates of the leave.

Confirmation or change of intended start and end dates

- (4) At least 4 weeks before the intended start date specified in the notice given under subsection (1), the employee must:
 - (a) confirm the intended start and end dates of the leave; or
 - (b) advise the employer of any changes to the intended start and end dates of the leave;unless it is not practicable to do so.
- (4A) Subsection (4) does not apply to a notice for a period of concurrent leave referred to in subparagraph (2)(a)(ii).

Evidence

- (5) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:
 - (a) if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child; or
 - (b) if the leave is adoption-related leave:
 - (i) of the day of placement, or the expected day of placement, of the child; and
 - (ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.
- (6) Without limiting subsection (5), an employer may require the evidence referred to in paragraph (5)(a) to be a medical certificate.

Compliance

- (7) An employee is not entitled to take unpaid parental leave under section 71 or 72 unless the employee complies with this section.
- Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

75 Extending period of unpaid parental leave—extending to use more of available parental leave period

Application of this section

- (1) This section applies if:
 - (a) an employee has, in accordance with section 74, given notice of the taking of a period of unpaid parental leave (the **original leave period**); and
 - (b) the original leave period is less than the employee's available parental leave period; and
 - (c) the original leave period has started.
- (2) The employee's **available parental leave period** is 12 months, less any periods of the following kinds:
 - (a) a period of concurrent leave that the employee has taken in accordance with subsection 72(5);
 - (b) a period of unpaid parental leave that the employee has been required to take under subsection 73(2) or 82(2);
 - (c) a period by which the employee's entitlement to unpaid parental leave is reduced under paragraph 76(6)(c).

First extension by giving notice to employer

- (3) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.
- (4) Only one extension is permitted under subsection (3).

Further extensions by agreement with employer

- (5) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.

No entitlement to extension beyond available parental leave period

- (6) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee's available parental leave period.

76 Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period

Employee may request further period of leave

- (1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

Note: Extended periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).

Making the request

- (2) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.

Agreeing to the requested extension

- (3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (4) The employer may refuse the request only on reasonable business grounds.
- (5) If the employer refuses the request, the written response under subsection (3) must include details of the reasons for the refusal.

Discussion

- (5A) The employer must not refuse the request unless the employer has given the employee a reasonable opportunity to discuss the request.

Special rules for employee couples

- (6) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:
 - (a) the request must specify any amount of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - (b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - (c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 70 in relation to the child is reduced by the period of the extension.

No extension beyond 24 months after birth or placement

- (7) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

77 Reducing period of unpaid parental leave

If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

77A Pregnancy ends (other than by birth of a living child) or child born alive dies

Application of this section

- (1) This section applies to unpaid parental leave, if:
- (a) the leave is birth-related leave; and
 - (b) either:
 - (i) the pregnancy ends other than by the child being born alive; or
 - (ii) the child dies after being born.

Cancellation of leave

- (2) Before the leave starts:
- (a) the employee may give the employer written notice cancelling the leave; or
 - (b) the employer may give the employee written notice cancelling the leave.

Example: Subsections (2) and (3) do not apply if:

- (a) the child dies after being born; and
- (b) the employee is the female employee who gave birth to the child.

This is because in this case the leave must not start later than the date of birth of the child (see subsection 71(3)).

- (3) If the employee or employer does so, the employee is not entitled to unpaid parental leave in relation to the child.

Note: If the employee is the female employee who was pregnant with the child and the employee is not fit for work, she may be entitled to:

- (a) paid personal leave under Subdivision A of Division 7; or
- (b) unpaid special maternity leave under section 80.

Return to work

- (4) The employee may give the employer written notice that the employee wishes to return to work:
- (a) after the start of the period of leave, but before its end; and
 - (b) within 4 weeks after the employer receives the notice.
- (5) The employer:
- (a) may give the employee written notice requiring the employee to return to work on a specified day; and
 - (b) must do so if the employee gives the employer written notice under subsection (4); unless the leave has not started and the employer cancels it under subsection (2).
- (6) The specified day must be after the start of the period of leave, and:
- (a) if subsection (4) applies—within 4 weeks after the employer receives the notice under that subsection; or
 - (b) otherwise—at least 6 weeks after the notice is given to the employee under subsection (5).
- (7) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

Interaction with section 77

- (8) This section does not limit section 77 (which deals with the employee ending the period of unpaid parental leave with the agreement of the employer).

78 Employee who ceases to have responsibility for care of child

- (1) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.
- (1A) However, this section does not apply if section 77A applies to the unpaid parental leave (because the unpaid parental leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born).
- (2) The employer may give the employee written notice requiring the employee to return to work on a specified day.
- (3) The specified day:
- (a) must be at least 4 weeks after the notice is given to the employee; and
 - (b) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.
- (4) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

79 Interaction with paid leave

- (1) This Subdivision (except for subsections (2) and (3)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

Note: For example, if the employee has paid annual leave available, he or she may (with the employer's agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.

- (2) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.
- (3) An employee is not entitled to any payment under Division 8 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.

79A Keeping in touch days

- (1) This Subdivision does not prevent an employee from performing work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (2) A day on which the employee performs work for the employer during the period of leave is a **keeping in touch day** if:
- (a) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (b) both the employee and the employer consent to the employee performing work for the employer on that day; and
 - (c) the day is not within:
 - (i) if the employee suggested or requested that he or she perform work for the employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
 - (ii) otherwise—42 days after the date of birth, or day of placement, of the child; and
 - (d) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.

The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.

Note: The employer will be obliged, under the relevant contract of employment or industrial instrument, to pay the employee for performing work on a keeping in touch day.

- (3) The employee's decision whether to give the consent mentioned in paragraph (2)(b) is taken, for the purposes of section 344 (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.
- (4) For the purposes of paragraph (2)(d), treat as 2 separate periods of unpaid parental leave:
 - (a) a period of unpaid parental leave taken during the employee's available parental leave period; and
 - (b) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (a) for a further period immediately following the end of the available parental leave period.

Note: Performance of work on keeping in touch days is also dealt with, for the purposes of parental leave pay, in sections 49 and 50 of the *Paid Parental Leave Act 2010*.

79B Unpaid parental leave not extended by paid leave or keeping in touch days

If, during a period of unpaid parental leave, an employee:

- (a) takes paid leave; or
- (b) performs work for his or her employer on a keeping in touch day;

taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

Subdivision C—Other entitlements

80 Unpaid special maternity leave

Entitlement to unpaid special maternity leave

- (1) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:
 - (a) she has a pregnancy-related illness; or
 - (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

Note 1: Entitlement is also affected by section 67 (which deals with the length of the employee's service).

Note 2: If a female employee has an entitlement to paid personal/carer's leave (see section 96), she may take that leave instead of taking unpaid special maternity leave under this section.

Notice and evidence

- (2) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.
- (3) The notice:
 - (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise the employer of the period, or expected period, of the leave.
- (4) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection (1).

- (5) Without limiting subsection (4), an employer may require the evidence referred to in that subsection to be a medical certificate.
- (6) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections (2) to (4).

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

81 Transfer to a safe job

- (1) This section applies to a pregnant employee if she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the **risk period**) because of:
 - (a) illness, or risks, arising out of her pregnancy; or
 - (b) hazards connected with that position.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

- (2) If there is an appropriate safe job available, then the employer must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment.

Note: If there is no appropriate safe job available, then the employee may be entitled to paid no safe job leave under section 81A or unpaid no safe job leave under 82A.

- (3) An **appropriate safe job** is a safe job that has:
 - (a) the same ordinary hours of work as the employee's present position; or
 - (b) a different number of ordinary hours agreed to by the employee.
- (4) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.
- (5) If the employee's pregnancy ends before the end of the risk period, the **risk period** ends when the pregnancy ends.
- (6) Without limiting subsection (1), an employer may require the evidence to be a medical certificate.

81A Paid no safe job leave

- (1) If:
 - (a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and
 - (b) the employee is entitled to unpaid parental leave; and
 - (c) the employee has complied with the notice and evidence requirements of section 74 for taking unpaid parental leave;
 then the employee is entitled to paid no safe job leave for the risk period.

- (2) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.

82 Employee on paid no safe job leave may be asked to provide a further medical certificate

Employer may ask employee to provide a medical certificate

- (1) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

Employer may require employee to take unpaid parental leave

- (2) The employer may require the employee to take a period of unpaid parental leave (the **period of leave**) as soon as practicable if:
- (a) the employee does not give the employer the requested certificate within 7 days after the request; or
 - (b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.

Entitlement to paid no safe job leave ends

- (3) When the period of leave starts, the employee's entitlement to paid no safe job leave ends.

When the period of leave must end etc.

- (4) Subsections 73(3), (4) and (5) apply to the period of leave.

82A Unpaid no safe job leave

- (1) If:
- (a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and
 - (b) the employee is not entitled to unpaid parental leave; and
 - (c) if required by the employer—the employee has given the employer evidence that would satisfy a reasonable person of the pregnancy;
- then the employee is entitled to unpaid no safe job leave for the risk period.
- (2) Without limiting subsection (1), an employer may require the evidence referred to in paragraph (1)(c) to be a medical certificate.

83 Consultation with employee on unpaid parental leave

- (1) If:
- (a) an employee is on unpaid parental leave; and
 - (b) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position;
- the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (2) The employee's **pre-parental leave position** is:
- (a) unless paragraph (b) applies, the position the employee held before starting the unpaid parental leave; or
 - (b) if, before starting the unpaid parental leave, the employee:
 - (i) was transferred to a safe job because of her pregnancy; or
 - (ii) reduced her working hours due to her pregnancy;the position the employee held immediately before that transfer or reduction.

84 Return to work guarantee

On ending unpaid parental leave, an employee is entitled to return to:

- (a) the employee's pre-parental leave position; or
- (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

84A Replacement employees

Before an employer engages an employee to perform the work of another employee who is going to take, or is taking, unpaid parental leave, the employer must notify the replacement employee:

- (a) that the engagement to perform that work is temporary; and
- (b) of the rights:

- (i) the employer; and
- (ii) the employee taking unpaid parental leave; have under subsections 77A(2) and (3) (which provide a right to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
- (c) of the rights the employee taking unpaid parental leave has under:
 - (i) subsections 77A(4) to (6) (which provide a right to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
 - (ii) section 84 (which deals with the return to work guarantee); and
- (d) of the effect of section 78 (which provides the employer with a right to require the employee taking unpaid parental leave to return to work if the employee ceases to have any responsibility for the care of the child).

85 Unpaid pre-adoption leave

Entitlement to unpaid pre-adoption leave

- (1) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
 Note: Entitlement is also affected by section 68 (which deals with the age etc. of the adopted child).
- (2) However, an employee is not entitled to take a period of unpaid pre-adoption leave if:
 - (a) the employee could instead take some other form of leave; and
 - (b) the employer directs the employee to take that other form of leave.
- (3) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:
 - (a) a single continuous period of up to 2 days; or
 - (b) any separate periods to which the employee and the employer agree.

Notice and evidence

- (4) An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.
- (5) The notice:
 - (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise the employer of the period, or expected period, of the leave.
- (6) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection (1).
- (7) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections (4) to (6).

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

ATTACHMENT 2 – CLASSIFICATION DEFINITIONS

1. Administrative Employees

Grade 1

An employee at this level shall mean an employee who is undertaking up to 494 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, work and documentation procedures, occupational health and safety, equal employment opportunity, quality control/assurance and initial on the job training.

Grade 2

An employee at this level shall be an employee who is undertaking a traineeship (as defined) under the Australian Traineeship System or its equivalent. An employee shall remain at this level until the full period of the traineeship (as defined) is completed.

Grade 3

(1) **Grading**

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (i) The exercise of the 'General Requirements' specified in (2) hereunder, and
- (ii) Demonstration of any one or more of the broad skill levels set out in (3) hereunder.

(2) **General Requirements**

- (i) Employees in this grade perform, and are accountable for administrative tasks as directed, within the skill levels set out. They work under direct supervision within established routines, methods and procedures.
- (ii) Employees in this grade shall be able to acquire and apply a basic knowledge of office procedures and requirements.

(3) **Skill Requirements**

(i) **Technical Skills**

Machine Operation

Employees at this level are able to operate telephone/intercom systems, telephone answering machines: facsimile machines, photocopiers, scanners, shredders, franking machines, guillotines and other standard office equipment.

(ii) **Information Handling Skills**

Employees at this level are able to receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and despatch outgoing courier mail, deliver messages and documents to appropriate persons/locations: prepare and collate location/sequence using an established filing system.

Grade 4

(1) **Grading**

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (i) The exercise of the 'General Requirements' specified in (2) hereunder, and
- (ii) Demonstration of any one or more of the broad skill levels set out in (3) hereunder.

(2) **General Requirements**

- (i) Employees in this grade perform administrative tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They work under routine supervision and are responsible and accountable for their own work which is performed within established routines, methods and procedures. .

- (ii) Employees at this level shall be able to acquire and apply a working knowledge of office or sectional operating procedures and requirements; acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries, greet visitors.

(3) Skill Requirements

(i) Technical Skills

Machine Operation

Employees at this level are able to operate all office machines listed within Grade 3 with ease and proficiency.

Computer

Employees at this level are able to use knowledge of keyboard and functions keys to enter and retrieve data whilst utilising appropriate software.

Keyboard Typing

Employees at this level are able to type at 25 words per minute with 98% accuracy. Utilise basic word processing skills.

Note Technical skills herein specified are to be read as a whole, i.e. an employee if required shall be capable of exercising all skills relating to machine operation, keyboard, computer and word processing at this level.

(ii) Information Handling Skills

Employees at this level are able to maintain mail register and records; maintain established paper based and electronic filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations; transcribe information into records, complete forms, take telephone messages.

(iii) Business/Financial Skills

Employees at this level are able to keep appropriate records; prepare and record petty cash transactions; undertake bank transactions (deposits and withdrawals).

Indicative of this level is the role of Electronic Data Processing Operator (EDP).

Grade 5

(1) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (i) The exercise of the 'General Requirements' specified in (2) hereunder, and
- (ii) Demonstration of any one or more of the broad skill levels set out in (3) hereunder.

OR ARE:

- (iii) Employees holding a Certificate of Business Administration (T.A.F.E.) or accredited equivalent, and who are required to use skills and perform tasks within the range of Administrative Employee Grade 5.

(2) General Requirements

- (i) Employees in this grade perform administrative tasks using a more extensive range of skills and knowledge, at a level higher than required in Grade 4. They work under general supervision and are responsible and accountable for their own work, which is performed within established guidelines. They exercise limited discretion within the range of their skill and knowledge.
- (ii) They must be able to acquire and demonstrate a working knowledge of the organisation's products/services, functions, locations and clients; respond to, and act upon most internal/external enquiries in own function area

(3) Skill Requirements

(i) Technical Skills

Machine Operation

Employees at this level are able to operate computerised radio telephone equipment, computer, printing devices and other office equipment to a high standard.

Keyboard Typing

Employees at this level are able to produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98% accuracy and audio type.

Computer

Employees at this level are able to use software application packages to create:

- a database file structure, or
- a spreadsheet/worksheet, or
- a graphic, or
- an accounting/payroll file following standard procedures and using existing models/fields of information; or
- use a central computer resource to an equivalent standard.

Word Processing

Employees at this level are able to use software packages to create, format, edit, proof read, correct, print and save text documents, e.g. standard correspondence and business documents.

Note Technical skills herein specified are to be read as a whole, i.e. an employee if required shall be capable of exercising all skills relating to Machine Operation, Key Board, Computer and Word Processing at this level.

(ii) Information Handling

Employees at this level are able to use computer-based record management systems to file and retrieve records such as accounts, stock inventory, finance and personnel records.

(iii) Business/Financial

Employees at this level are able to maintain records and journals, sort, process and record transactions such as incoming/outgoing cheques, invoices, debit/credit items, payroll data, establish petty cash imprest system.

Grade 6

(1) Grading

Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:

- (i) The exercise of the 'General Requirements' specified in (2) hereunder, and
- (ii) Demonstration of any one or more of the broad skill levels set out in (3) hereunder.

(2) General Requirement

- (i) Employees in this grade perform administrative tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They work under limited supervision and are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits.
- (ii) Employees in this grade are able to provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own function area, using such techniques as personal interview and liaison; explain organisation's view point to clients and appropriate persons related to own function area.
- (iii) Employees at this level shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration. This may include general supervision of up to 4 employees.
- (iv) Employees at this level shall be capable of acquiring and using specialist vocabulary, i.e. technical, medical, legal etc. within the scope of this grade.

(3) Skills Requirements

(i) Technical Skills

Keyboard Typing

Employees at this level are able to format complex documents including technical data, technical language, tables, graphs, text design, indexing, produce documents requiring specified legal form or to comply with regulations or standards.

Computer

Employees at this level are able to use application software packages at a standard equal to Grade 5 in each, e.g. database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications;

Word Processing

Employees at this level are able to use software packages at a standard equal to Grade 5 and apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, e.g. to produce financial statements, printed forms.

Note Technical skills herein specified are to be read as a whole, i.e. an employee if required shall be capable of exercising all skills relating to machine operation, key board, computer and word processing at this level.

- (ii) Executive Support Skills
Employees at this level are able to arrange travel bookings and itineraries; make appointments; screen telephone calls; follow visitor protocol procedures; establish telephone contact on behalf of executive.
Take notes and transcribe with 95% accuracy.
- (iii) Information Handling
Employees at this level are able to maintain a computer based records management system and identify, access and extract information from internal sources.
- (iv) Business/Financial
Employees at this level are able to prepare cash payment summaries, banking reports and bank statements; maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.

Grade 7

- (1) Grading
Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:
 - (i) The exercise of the 'General Requirements' specified in (2) hereunder, and
 - (ii) Demonstration of any one or more of the broad skill levels set out in (3) hereunder.
- (2) General Requirements
 - (i) Employees in this grade perform administrative tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 6. They work under minimal supervision and are responsible and accountable for their own work and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge.
 - (ii) Employees in this grade must be able to acquire a detailed knowledge of enterprise operations and structures and a knowledge of the industry or field of interest in which the organisation operates. Respond to and act upon complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply, transport/freight arrangements.
 - (iii) Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.
- (3) Skill Requirements
 - (i) Technical Skills
 - Computer
Employees at this level are able to use application software packages at a standard equal to Grade 6 and apply knowledge of advanced functions of application software packages to manipulate data, i.e. modify fields of information, develop new database or spreadsheets models; or graph previously prepared spreadsheets; or perform reconciliation.
and/or
 - Word Processing
Employees at this level are able to apply advanced functions including Macros, Sorting and Maths functions, boxes, using software packages; and apply knowledge of additional functions defined in Grade 6.

- (ii) Executive Support Skills
Employees at this stage are able to write notes and transcribe at 95% accuracy; maintain executive diary; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives; maintain current working and personal filing systems for executive.
- (iii) Information Handling
Employees at this level are able to create new forms or files and records as required using computer-based records systems; access, identify and extract information as required from external sources, e.g. databases, libraries, local authorities; maintain subscriptions for required technical, trade and other publication systems, maintain circulation, indexing and filing systems for publications; review/close and archive files.
- (iv) Business/Financial
Employees at this level are able to reconcile accounts to balance; follow up unpaid accounts; calculate wage and salary requirements; calculate work valuations; prepare bank reconciliations.
- (v) Supervisory
Employees at this level are able to allocate work tasks to individuals, check work progress and correct errors. Normally 5 or more subordinates would be involved.
- (vi) Specialist Skills
Employees at this level are able to apply knowledge of export and customs documents documentation requirements and procedures; apply knowledge of separate relevant industrial award rates of pay and condition, occupational health and safety requirements.

Grade 8

- (1) Grading
Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:
 - (i) The exercise of the 'General Requirements' specified in (2) hereunder, and
 - (ii) Demonstration of any one or more of the broad skill levels set out in (3) hereunder.
- (2) General Requirements
 - (i) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 7. They are responsible and accountable for their own work and may have limited responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.
 - (ii) Employees in this Grade are able to apply knowledge of the organisation's objectives, performance, projected areas of growth, product trends; and general industry conditions, e.g. knowledge of competitors and major clients market structure in the performance of their own responsibilities.
 - (iii) Employees in this Grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.
- (3) Skills Requirement
 - (i) Technical Skills
 - Computer
Employees at this level are able to use application software packages to a standard equal to Grade 7 and/or
 - Word Processing
Employees are able to use complex functions such as moving columns, creating displays or charts or graphs, booklet or report format on software packages; or apply knowledge of advanced functions.
 - (ii) Executive Support Skills
Employees at this level are able to write notes and transcribe at 95% accuracy; attend executive/organisational meetings and take minutes; establish current working and personal executive filing system, answering correspondence from verbal or rough hand written instructions; organise teleconferences.

- (iii) Information Handling
Employees at this level are able to establish new filing records systems for the enterprise; assist in undertaking research (locate/solicit, summarise/extract and interpret information) related to function area; compose original business correspondence from minimum instructions.
- (iv) Business/Financial
Employees at this level are able to post transactions to ledger and prepare a trial balance; prepare financial/tax schedules; calculate costings, stock pricing; complete personnel/payroll data for authorisation.
- (v) Supervisory
Employees at this level are able to assist in the development of work quality and performance in a team environment; solve operational problems in own work functional area and resolve operational problems for staff in lower grades; co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision.
- (vi) Specialist Skills
Employees at this level are able to apply working knowledge of industrial/employment law, equal opportunity, workers compensation procedures and superannuation requirements.

Grade 9

- (1) Grading
Employees shall be graded at this level where the principal functions of their employment as determined by the employer require the following:
 - (i) The exercise of the 'General Requirements' specified in (2) hereunder, and
 - (ii) Demonstration of any one or more of the broad skill levels set out in (3) hereunder.
- (2) General Requirement
 - (i) Employees in this grade perform administrative tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 8. They are responsible and accountable for their own work and may have designated responsibility for the unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.
 - (ii) Employees in this Grade are able to assist in developing policy or new products and services to meet changing market or other circumstances; identify and assess internal and external factors impacting on production and service delivery; identify future trends.
 - (iii) Employees in this Grade are able to assist in the delivery of structured training courses and apply a knowledge of training materials and aids; and train employees (where appropriate) by means of personal instruction and demonstration.
- (3) Skill Requirements
 - (i) Technical Skills
 - Computer
Employees at this level are able to use and integrate a variety of application software packages; or evaluate and determine optimum software solutions (using existing software/programs) to meet new or different application requirements; or use MACRO function (logical operators) on a spreadsheet package and/or
 - Word Processing
Employees at this level are able to use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents; apply knowledge of Desk Top Publishing to integrate documents and select style sheets appropriate to final presentation; determine all document production design needs without instructions.
 - (ii) Executive Support Skills
Employees at this level are able to arrange conferences and external meetings, originate executive correspondence; assist executive in preparing, attending and following up appointments, interviews, meetings, etc.; act on delegated authority of executive.

(iii) Business/Financial

Employees at this level are able to assist in preparing - budgets, cashflow records, balance sheets, trading accounts, cash management analysis, FBT and company tax requirements;

administer individual executive salary packages, travel expenses and allowances, company transport;

administer specialised salary and payroll requirements, e.g. Eligible Termination Payments, Superannuation Trust Deed Requirements, Workers Compensation, maintenance Support Scheme, etc.;

assist in financial forecasting;

interpret and prepare financial information for senior management and prepare reports and assessment relevant to areas of responsibility.

(iv) Supervisory

Employees at this level are able to plan and organise work priorities of unit or section; reschedule workloads as necessary and resolve operational problems in area of responsibility; monitor work quality of those supervised; use observations, diagnosis and intervention skills to ensure unit/section meets objectives; organise and chair necessary work meetings/conferences; assist in planning future sectional/office organisational resources and equipment needs.

(v) Specialist Skills

Employees at this level are able to use knowledge of basis statistics to interpret data from spread sheets, statistical tables, graphs and frequency tables using tools such as mean, mode, median variation, etc.

apply knowledge of exchange rate fluctuations in areas of functional responsibility;

apply working knowledge of legal requirements, e.g. personal income tax and company tax law, company law, contract law, superannuation law, local government and environment regulation.

2. Operational Employees

Grade 1

An employee at this level shall mean an employee who is undertaking up to 494 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, work and documentation procedures, occupational health and safety, equal employment opportunity, quality control/assurance and initial on the job training.

Grade 2

An employee at this level is an employee who has completed the Grade 1 induction training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work to the level of his/her training:

- (i) Works under direct supervision either individually or in a team environment.
- (ii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.
- (iii) Understands and utilises basic statistical process control procedures.
Indicative of the tasks which an employee at this level may perform are the following:
General labouring duties
General cleaning duties
Repetition work on automatic, semi-automatic or single purpose machines or equipment.

Grade 3

An employee at this level is an employee who performs work above and beyond the skills of an employee at Grade 2 and to the level of his/her training:

- (i) Is responsible for the quality of his/her own work subject to routine supervision.
- (ii) Works under routine supervision either individually or in a team environment.
- (iii) Exercises discretion within his/her level of skills and training.
Indicative of the tasks which an employee at this level may perform are the following:
Receiving, despatching, distributing, sorting, checking, packing, documenting and recording of goods, materials and components.
Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Grade 2.
Cleaning duties requiring the exercising of skill and knowledge beyond that of an employee at Grade 2.
Non-trade engineering skills.
Basic keyboard and computer skills.

Grade 4

An employee at this level performs work above and beyond the skills of an employee at Grade 3 to the level of his/her training:

- (i) Works from complex instructions and procedures.
- (ii) Assists in the provision of on the job training to a limited degree.
- (iii) Co-ordinates work in a team environment or works individually under general supervision.
- (iv) Is responsible for assuring the quality of his/her own work.
Indicative of the tasks which an employee at this level may perform are the following:
 - Inventory and store control including:
 - licensed operation of all appropriate equipment
 - use of tools and equipment within the scope (basic non-trade maintenance)
 - computer operation at a level higher than that of an employee at Grade 3
 - Intermediate keyboard and computer skills
 - Courier

Grade 5

An employee at this level is an employee who applies skills acquired through the successful completion of a relevant trade certificate level qualification or equivalent accredited training or has experience deemed by the employer to be equivalent.

An employee at this level works above and beyond an employee at Grade 4 and to the level of his/her training.

- (i) Understands and applies quality control techniques.
- (ii) Exercises discretion within the scope of this grade.
- (iii) Exercises good interpersonal communications skills.
- (iv) Exercises advanced keyboard and computer skills at a level higher than Grade 4.
- (v) Performs work under general supervision either individually or in a team environment.

Indicative of the tasks which an employee at this level may perform are as follows:

- High level stores and inventory responsibility beyond the requirements of an employee at Grade 4.
- Assists in the provision of on the job training.

Grade 6

An employee at this level is an employee who applies skills acquired through the successful completion of a relevant post trade qualification or equivalent accredited training or has experience deemed by the employer to be equivalent.

An employee at this level works above and beyond an employee at Grade 5 and to the level of his/her training:

- (i) Exercises the skill attained through the satisfactory completion of the training relevant to this classification.
- (ii) Exercises discretion within the scope of this grade.
- (iii) Works under general supervision either individually or in a team environment.
- (iv) Understands and implements quality control techniques.
- (v) Provides trade guidance and assistance as part of a work team.

3. Technical Employees

Grade 1

An employee at this level shall mean an employee who works in a laboratory environment and/or routinely handles specimens and is undertaking up to 494 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, work and documentation procedures, occupational health and safety, equal employment opportunity, quality control/assurance and initial on the job training.

Grade 2

Technical Assistant

An employee at this level is an employee who has completed the Technical Employee, Grade 1 (as defined) induction training and is undertaking on the job training so as to enable the employee to perform work within the scope of this level. (The full range of skills and training specified for this level may occur at various stages throughout the time period stipulated in the incremental scale for Technical Assistant).

An employee at this level performs work to the level of his/her training:

1. Works under direct supervision either individually or in a team environment.
2. Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.
3. Understands and utilises basic statistical process control procedures.
4. Works in a laboratory environment and routinely handles specimens.

Indicative of the tasks which an employee at this level may perform are the following:

- repetition work on automatic, semi-automatic or single purpose machines or equipment.
- keyboard and computer skills.
- maintains records.
- assist in laboratory functions.

Grade 3

Technical Assistant

An employee at this level shall mean an employee who has completed 1950 hours work, as a Technical Assistant Grade 2, with the current employer or an employer providing a similar service.

Grade 4

Technical Assistant

An employee at this level shall mean an employee who has completed 1950 hours work, as a Technical Assistant Grade 3, with the current employer or an employer providing a similar service.

Grade 5

Technical Assistant

An employee at this level shall mean an employee who has completed 1950 hours work, as a Technical Assistant Grade 4, with the current employer or an employer providing a similar service;

or,

Technician

An employee at this level is an employee who applies skills acquired through the successful completion of a relevant qualification or equivalent accredited training or has experience deemed by the employer to be equivalent.

An employee at this level:

- (i) Understands and applies quality control techniques.
- (ii) Exercises good interpersonal and communication skills.
- (iii) Exercises keyboard and computer skills at a level appropriate to this Grade.

- (iv) Performs work under limited supervision either individually or in a team environment.
- (v) Performs non-technical tasks incidental to his/her work.
- (vi) Performs Histology cut-up duties and has an appropriate diploma in Medical Science or a qualification suitable for membership as an intermediate in A.I.M.S.

Grade 6

Technician

An employee at this level shall mean an employee who has completed 1950 hours work as a Technician Grade 5 with the current employer or an employer providing a similar service.

Grade 7

Technician

An employee at this level shall mean an employee who has completed 1950 hours work as a Technician Grade 6 with the current employer or an employer providing a similar service.

Grade 8

Technician

An employee at this level shall mean a Technical Employee, Grade 7 (as defined) who has gained expertise in medical science and has been appointed to this level by the employer.

An employee at this level performs work to the level of his/her training:

- (i) Is able to provide guidance, assistance and direction as part of a work team.
- (ii) Provides training in conjunction with supervisors.
- (iii) Understands and implements quality control techniques.
- (iv) Works under limited supervision either individually or in a team environment.
- (v) Is able to competently carry out laboratory procedures to the level of his/her training.

Grade 9

Technician

An employee at this level shall mean an employee who has completed 1950 hours work as a Technician Grade 8 with the current employer or an employer providing a similar service.

Grade 10

Technician

An employee at this level is an employee who applies skills acquired through the successful completion of a relevant advanced certificate or equivalent accredited training or has experience deemed by the employer to be equivalent.

An employee at this level works above and beyond a Technical Employee Grade 9 (as defined) and to the level of his/her training:

- (i) Provides technical guidance or advice within the scope of this level.
- (ii) Prepares reports of a technical nature on specific tasks or assignments as directed or within the scope or discretion of this Grade.
- (iii) Has an overall knowledge and understanding of the principles of the systems and equipment on which the employee is required to perform the work.
- (iv) Assists in the provision of on the job training in conjunction with supervisors.

Grade 11

Technician

An employee at this level shall mean an employee who has completed 1950 hours work as a Technician Grade 10 with the current employer or an employer providing a similar service.

Grade 12

Technician

An employee at this level is an employee who is appointed as such by the employer and who applies skills acquired through the successful completion of a relevant Associate Diploma or equivalent accredited training or has experience deemed by the employer to be equivalent, and is engaged in performing duties which require the exercise of judgement and skill in excess of that required by a Technical Employee Grade 11 (as defined).

4. Specimen Collection Employees

A Pathology Specimen Collector is a person who is principally engaged in the collection of pathology specimens. As a Pathology Specimen Collector, you will be required to carry out the duties relevant to this role that are within the limits of your skill, competence and training.

Training is provided for specific roles or locations and may include:

- Collection centres and hospitals
- Mobile collectors visiting patients in nursing homes, hospices, hospitals, retirement
- villages, domestic residences; and
- Relievers who may be asked to perform any of the above providing they are skilled and capable of doing so.

Trainee

On appointment.

An employee at this level shall mean an employee who works in a laboratory environment and/or routinely handles specimens and is undertaking up to 494 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, work and documentation procedures, occupational health and safety, equal employment opportunity, quality control/assurance and initial on the job training.

Grade 1.1

An employee at this level is an employee who has completed the Specimen Collection Trainee induction training and is undertaking on the job training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work to the level of his/her training:

1. Works under direct supervision either individually or in a team environment.
2. Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.

Duties are assigned using written or oral instructions, and work is reviewed and guidance is available.

Grade 1.2

An employee at this level shall mean an employee who has completed 494 hours work as a Specimen Collector Grade 1.1 with the current employer or an employer carrying out a similar service. An employee at this level will carry out responsible and varied collection duties in a skilful, competent manner, as required. They are expected to use standard procedures or modification of standard procedures to solve problems.

Grade 1.3

An employee at this level shall mean an employee who has completed 1950 hours work as a Specimen Collector Grade 1.2 with the current employer or an employer carrying out a similar service. An employee at this level is expected to demonstrate a broad knowledge base, perform effectively in a technical and team role, have highly developed client services skills and be able to competently provide a wide range of Pathology services.

Grade 1.4

An employee at this level shall mean an employee who has completed 1950 hours work as a Specimen Collector Grade 1.3 with the current employer or an employer carrying out a similar service. An employee at this level will have an understanding of our philosophies, values and goals and demonstrate these in work performance and attitude; whilst continuing to build on technical skills.

Grade 1.5

An employee may apply to progress to Grade 1.5 after completion of 1950 hours as a Grade 1.4 with the current employer or an employer providing a similar service, if they:

- (i) hold a Certificate III in Pathology Collection (to be provided with application)
- and
- (2) demonstrate competency and are required to regularly perform a majority of the following
 - home calls
 - hospital rounds
 - blood gases (venous and capillary)
 - Initiative, judgement and responsibility - eg takes responsibility for unexpected occurrences and makes correct decisions with appropriate follow up.

Grade 1.6

This level is upon appointment. An employee must be regularly required to competently demonstrate a majority of the following:

- compliance with requests during operational change and/or when extra effort or hours are required.
- proactiveness in the improvement of procedures and services by making suggestions, some of which may be incorporated into departmental process.
- Advanced paediatric collections (zero – 5 years)
- Arterial blood collections
- Nasopharyngeal collection
- Collections which are technically difficult.

Grade 2.1

An employee at this level is competent in a majority of the advanced skills and has advanced responsibilities assisting department supervisors in various aspects of managing the department.

This position is upon appointment and may include but is not limited to.

- A Team Leader, and/or
- Responsible for the prioritisation of calls for and coordination of mobile collectors
- Designated Trainer

Grade 2.2

An employee at this level shall mean an employee who has completed 1950 hours work as a Specimen Collector Grade 2.1 with the current employer. An employee at this level is competent in a majority of the advanced skills and has increased responsibility assisting in various aspects of managing the department.

Grade 3

An employee appointed to this level is responsible for:

- maintaining the standard of service for all specimen collection;
- delivery of training programs and assessment of staff competency;
- resourcing, including interviewing and employing staff (in conjunction with the State Laboratory Manager)
- leading change.

Skills and Experience

A Specimen Collector Grade 3 shall have a sound background in specimen collection, drugs and medical procedures as well as sound management experience of a busy team and department.

Grade 2RN (1-8) Specimen Collector (Registered Nurse)

A Specimen Collector Grade 2RN (1-8) shall have a sound background in nursing which includes knowledge of specimen collection, drugs and medical procedures. An employee at this level shall be eligible for registration with the Australian Health Practitioner Regulation Agency (Nursing and Midwifery Board of Australia).

An employee working at this level has been trained to carry out the broad range of specimen collection and other functions required of a Specimen Collector Grade 1.6 and Specimen Collector Grade 2.2.

In addition, an employee is also required to carry out:

- blood gas tests
- staff vaccinations (subject to having appropriate certification); and
- a general nursing service to employees as required.

Grade 3RN Specimen Collector (Registered Nurse)

An employee working at this level is responsible for maintaining the standard of service for all specimen collection; delivery of training programs and assessment of staff competency.

In conjunction with the State Laboratory Manager, an employee at this level will be required to interview and employ staff as required.

Skills and Experience

A Specimen Collector Grade 3RN shall have a sound background in nursing which includes knowledge of specimen collection, drugs and medical procedures as well as sound management experience of a busy team and department.

An employee at this level shall be eligible for registration with the Australian Health Practitioner Regulation Agency (Nursing and Midwifery Board of Australia).

5. Professional Employees

DEFINITION

'Accelerated advancement' means:

Where a professional employee Grade 1.1 to 1.5 has obtained an appropriate and relevant postgraduate qualification by examination or thesis, that employee shall be eligible to apply to advance one increment in the professional scale in recognition of the qualification.

Graduate Trainee

An employee at this level is an employee who applies skills acquired through the successful completion of a relevant Degree in Science or Medical Laboratory Science or the equivalent thereto. An employee shall remain at this level until 3900 hours work has been completed.

Grade 1.1

An employee at this level shall mean an employee who has completed 3900 hours work as a Professional Employee Graduate Trainee, with the current employer or an employer providing a similar service.

Grade 1.2

An employee at this level shall mean an employee who has completed 1950 hours work as a Professional Employee Grade 1.1 with the current employer or an employer providing a similar service.

Grade 1.3

An employee at this level shall mean an employee who has completed 1950 hours work as a Professional Employee Grade 1.2 with the current employer or an employer providing a similar service.

Grade 1.4

An employee at this level shall mean an employee who has completed 1950 hours work as a Professional Employee Grade 1.3 with the current employer or an employer providing a similar service.

Grade 1.5

An employee at this level shall mean an employee who has completed 1950 hours work as a Professional Employee Grade 1.4 with the current employer or an employer providing a similar service.

Grade 1.6

An employee at this level shall mean an employee who has completed 1950 hours work as a Professional Employee Grade 1.5 with the current employer or an employer providing a similar service.

Grade 1.7

An employee at this level shall mean an employee appointed at this level by the employer and who meets the minimum criteria for a Professional Employee, Grade 1.6 and who assists in occasional supervision of a department.

Grade 2

An employee at this level shall mean an employee appointed at this level by the employer and who meets the minimum criteria for a Professional Employee, Grade 1.6 and who is responsible for assisting a Professional Employee, Grade 3 (as defined) in all or designated components of the management and administration of a department.

Grade 3

An employee at this level shall mean an employee appointed at this level by the employer and who meets the minimum criteria for a Professional Employee, Grade 1.6 (as defined) and who is responsible for:

- the supervision and control of departmental procedures carried out by the professional and/or Technical employees;
- the general management and administration of the department;
- the performance of the more complex procedures
- the project work of the department;
- initiation and development of new and improved techniques, methods and standards and decision making on techniques and methods required for more complex procedures;
- the supervision and training of employees within the department;
- the identification of departmental equipment requirements including maintenance;
- maintenance of the departmental consumable requirements;
- performance of other duties as directed.

ATTACHMENT 3 – RATES AND ALLOWANCES

3.1 Rates of Pay

The following hourly wage rates are applicable on the first full pay period on or after:

Classification Level	2.0% Increase	2.0% Increase	2.5% Increase
	31.03.19	31.03.20	31.03.21
Administrative			
Grade 1	22.3002	22.7462	23.3148
Grade 2	23.0741	23.5356	24.1240
Grade 3	24.1657	24.6491	25.2653
Grade 4	25.1797	25.6833	26.3254
Grade 5	26.7177	27.2520	27.9333
Grade 6	27.7528	28.3078	29.0155
Grade 7	28.8257	29.4022	30.1373
Grade 8	29.9487	30.5477	31.3114
Grade 9	32.2474	32.8924	33.7147
Operational			
Grade 1	22.3002	22.7462	23.3148
Grade 2	23.0741	23.5356	24.1240
Grade 3	24.1657	24.6491	25.2653
Grade 4	25.1797	25.6833	26.3254
Grade 5	26.7177	27.2520	27.9333
Grade 6	27.7528	28.3078	29.0155
Technical			
Grade 1	22.3002	22.7462	23.3148
Grade 2	23.0741	23.5356	24.1240
Grade 3	24.1657	24.6491	25.2653
Grade 4	25.1797	25.6833	26.3254
Grade 5	26.7177	27.2520	27.9333
Grade 6	27.7528	28.3078	29.0155
Grade 7	28.8257	29.4022	30.1373
Grade 8	29.9487	30.5477	31.3114
Grade 9	32.2474	32.8924	33.7147
Grade 10	33.4172	34.0856	34.9377
Grade 11	34.5979	35.2898	36.1721
Grade 12	37.0103	37.7505	38.6943
Professional			
Graduate Trainee	29.9487	30.5477	31.3114
Grade 1.1	32.2474	32.8924	33.7147
Grade 1.2	33.4172	34.0856	34.9377
Grade 1.3	34.5979	35.2898	36.1721
Grade 1.4	37.0103	37.7505	38.6943
Grade 1.5	38.2327	38.9973	39.9722
Grade 1.6	40.6709	41.4843	42.5214
Grade 1.7	43.1096	43.9718	45.0711
Grade 2	45.5539	46.4650	47.6266
Grade 3	52.8695	53.9268	55.2750

Specimen Collector			
Trainee	22.3002	22.7462	23.3148
Grade 1.1	24.4890	24.9788	25.6032
Grade 1.2	24.7643	25.2596	25.8910
Grade 1.3	25.9873	26.5070	27.1697
Grade 1.4	27.3712	27.9186	28.6166
Grade 1.5	27.8470	28.4040	29.1141
Grade 1.6	28.5741	29.1456	29.8742
Grade 2.1	29.3274	29.9140	30.6618
Grade 2.2	30.7785	31.3941	32.1789
Grade 3	41.0023	41.8223	42.8679
Specimen Collector (RN) Grade 2RN (1-8)			
1st year	29.5826	30.1742	30.9286
2nd year	30.8818	31.4995	32.2869
3rd year	32.1857	32.8294	33.6501
4th year	33.5102	34.1804	35.0349
5th year	34.8530	35.5501	36.4388
6th year	36.2174	36.9418	37.8653
7th year	37.6008	38.3528	39.3116
8th year	38.9841	39.7638	40.7579
Specimen Collector (RN) Grade 3RN	45.9004	46.8184	47.9889

3.2 Call Out Rate

As per clause 2.20.4 a call out payment is applicable and is based on the Professional Grade 1.4 rate. The call out rate is double the hourly Professional 1.4 rate for call out pre midnight. The call out rate is then multiplied by one and half for post midnight.

The following call out rates are applicable the first pay period after:

Call Out time	31.03.19	31.03.20	31.03.21
8.00am to midnight	\$74.02	\$ 75.50	\$ 77.39
Midnight to 8.00am	\$110.99	\$ 113.21	\$ 116.04

3.3 Standby Rate

As per clause 2.20.3 a standby allowance will be paid on an hourly basis for each year of the Agreement as follows:

Standby	31.03.19	31.03.20	31.03.21
Weekday	\$4.78 per hour (with a \$47.84 minimum)	\$4.88 per hour (with a \$48.79 minimum)	\$5.00 per hour (with a \$50.01 minimum)
Weekend and public holiday	\$9.54 per hour (with a \$119.21 minimum)	\$9.73 per hour (with a \$121.60 minimum)	\$9.97 per hour (with a \$124.64 minimum)

3.4 Uniform Allowance

As per clause 2.34 laundering and uniform allowance for permanent employees will apply as detailed below:

3.4.1 The laundering allowance shall be per fortnight.

Laundry Allowance	31.03.19	31.03.20	31.03.21
Fortnight	\$8.36	\$8.53	\$8.74

3.4.2 The initial uniform package shall be:

- An initial package of \$640 for Employees who are contracted to work more than 20 hours per week
- An initial package of \$456 for Employees who are contracted to work less than 20 hours per week

3.4.3 An annual uniform package on 1st July of each year shall be:

- \$434 for Employees who are contracted to work more than 20 hours per week
- \$290 for employees who are contracted to work less than 20 hours per week

Any uniform allowance not spent in one year will not carry over into the next year.

3.5 Higher Qualifications – Professional Employees

As per clause 2.13.2 where a Professional employee has a higher qualification, a weekly qualification allowance as detailed below shall apply from the first full pay period after:

Qualification	31.03.19	31.03.20	31.03.21
Graduate Certificate in Medical Science, or equivalent	\$42.33	\$43.18	\$44.26
Graduate Diploma in Medical Science, MAACB or Graduate Diploma in Health Administration or equivalent	\$70.15	\$71.55	\$73.34
MA, MSc M.App Sc., MAIP, HGSACC, CT (ASC) or other recognised equivalent Degree of qualification from a tertiary institution	\$81.02	\$82.64	\$84.70
FAACB, FASM, FAIMLS, D.Sc., Ph.D., FAIP, FIMLS	\$107.63	\$109.78	\$112.53

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/683

Applicant:

Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Shaun Donovan, Chief Executive Officer for Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd give the following undertakings with respect to the *Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd Enterprise Agreement 2018* ("the Agreement"):

1. I have the authority given to me by Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 1.11 of the Agreement shall be amended to read:

1.11 Complete agreement and express exclusion of protected Award and other conditions

- a) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to Employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- b) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Fair Work Act 2009. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- c) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
- d) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- e) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.
- f) The National Employment Standards (NES) apply to all employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this agreement, the NES will apply and the clause of the agreement will not apply,

except to the extent that the clause of the agreement provides for a more beneficial outcome than the NES.

3. Clause 2.35 shall be amended to read:

2.35 Vehicle Allowance

An employee required by the employer or who seeks and obtains approval from the State Laboratory Manager to use a private vehicle in the course of duty, shall be paid an allowance of \$0.78 per kilometre.

4. Clause 2.13.1 shall be amended as follows:

An employee appointed by the employer to be engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (a) the time so worked for two hours or less; or
- (b) a full day or shift where the time so worked exceeds two hours.

5. Clause 2.39 shall be amended as follows:

Where a Specimen Collection Employee is rostered to provide after-hours rostering support between the following hours:

- Monday to Friday between 6.00am to 8.00am and 5.30pm to 9.00pm and
- Saturday and Sunday between 6.00am and 9.00pm

they shall be entitled to a weekly allowance of \$206.30 (pro rata)

6. For the life of this Agreement, a 15% loading will apply to all employees rostered to work a shift that finishes between 6pm and 7pm where an employee's base rate is less than 10% above the applicable Award rate for their classification (this includes casual employees). In addition, an employee who is rostered to work a shift that finishes between 6pm and 7pm in any given pay period will be remunerated an amount for that pay period that exceeds the applicable Award amount for their rostered shifts.

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



Signature

9.6.2019

Date