



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Healius Pathology Pty Ltd T/A Queensland Medical Laboratories & Tasmanian Medical Laboratories**  
(AG2024/4368)

## **QML/TML PATHOLOGY ENTERPRISE AGREEMENT 2024**

Health and welfare services

DEPUTY PRESIDENT BOYCE

SYDNEY, 28 JANUARY 2025

*Application for approval of the QML/TML Pathology Enterprise Agreement 2024 – enterprise agreement approved*

[1] An application has been made for approval of an enterprise agreement to be known as the *QML/TML Pathology Enterprise Agreement 2024 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by Healius Pathology Pty Ltd T/A Queensland Medical Laboratories & Tasmanian Medical Laboratories (**Employer**). The Agreement is a single enterprise agreement.

[2] The following were employee bargaining representatives for the bargaining and making of the Agreement:

- a) Health Services Union (**HSU**);
- b) Australian Nursing and Midwifery Federation (**ANMF**);
- c) Australian Municipal, Administrative, Clerical and Services Union (**ASU**);
- d) United Workers' Union (**UWU**);
- e) Ms Bronwyn Choquenot;
- f) Ms Bec Luxton (of the Phlebotomists Council of Australia).

### Undertakings

[3] The Employer has provided written undertakings dated 28 January 2025. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the employee bargaining representatives have been consulted about these undertakings, that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Health Professionals and Support Services Award 2020 (HPSS Award)*), and that the undertakings will not result in substantial changes to the Agreement.

### Objections to approval

[4] There were various issues or concerns raised as to the approval of the Agreement by the Commission, and by union and employee bargaining representatives. Ultimately the issues or concerns raised by the union bargaining representatives were resolved, including pursuant to the undertakings dated 28 January 2025 provided by the Employer.

[5] At 8:31am on 24 January 2024, having already received submissions from the Applicant and employee bargaining representatives, I advised the parties (via Chambers email), of the Commission's remaining list of issues or concerns in relation to the approval of the Agreement. I provided the parties with the opportunity to add to that list of Commission's issues or concerns prior to the hearing (commencing at 10am AEDT on 28 January 2025). At 1:24pm on 24 January 2025, Ms Luxton advised Chambers via email of one further issue to be added to the Commission's list. The final list of issues or concerns in relation to the approval of the Agreement now totalled five matters.

[6] Ms Luxton did not attend the hearing on 28 January 2025. Post the hearing, at 1:44pm on 28 January 2025, Ms Luxton filed further written submissions raising objections to the approval of the Agreement beyond the five issues dealt with at the hearing (and to which the Applicant has had no opportunity to respond to). In any event, I do not accept that there is any basis to support the additional issues or concerns raised by Ms Luxton in her 1:44pm email of 28 January 2025.

[7] Of the five issues or concerns in relation to the BOOT that were to be dealt with at the hearing, I find that four of the five issues or concerns (in relation to extended span of hours, laboratory assistant pay rates, part-time employment shift variations, and pay point progression for part-time and casual employees) present no concerns from a BOOT perspective (by reference to the test under s193 of the Act, and the undertakings provided).

[8] As to the fifth issue, concerning potential temporary business shutdowns in the last week of December and the month of January each year (clause 20.15), I am equally satisfied (noting the undertaking provided), that clause 20.15 is not an issue or concern that prevents approval of the Agreement. A similar provision to clause 20.15 is contained in some 78 modern awards,<sup>1</sup> including the HPSS Award (the latter limited to dental or medical practices). I concur with the Applicant's submissions that this limitation under the HPSS Award is not a barrier to its extension or application to the Applicant's enterprise (including its pathology practices) under an enterprise agreement.<sup>2</sup> Further, any disputes in relation to clause 20.15, in relation to consultation and/or implementation and/or NES interaction, can be dealt with via the dispute settlement procedure under the Agreement.

#### Coverage of employee organisation(s)

[9] The HSU, UWU, ANMF and the ASU, being registered employee organisations (and bargaining representatives for the Agreement), have given notice under s.183 of the Act that they want to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the foregoing employee organisations.

#### Workplace delegates' rights term

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<sup>1</sup> See *4 yearly review of modern awards - Plain language - Shutdown provisions* [2022] FWCFB 246.

<sup>2</sup> Applicant's Submissions, 10 January 2025, at [23]-[25].

[10] Pursuant to s.205A(2) of the Act, the workplace delegates' rights term contained in the HPSS Award is taken to be a term of the Agreement.

Conclusion

[11] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.

[12] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[13] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 February 2025. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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## ANNEXURE A

IN THE FAIR WORK COMMISSION

*Fair Work Act 2009 (Cth) (FW Act)*

Matter number:

AG2024/4368

Healius Pathology Pty Ltd t/as QML  
Pathology and TML Pathology  
(Applicant)

Application:

Section 185 – Application for approval of a single  
enterprise agreement, namely QML / TML  
Pathology Enterprise Agreement 2024  
(Agreement)

### Undertaking-Section 190

For and on behalf of Healius Pathology Pty Ltd t/as QML Pathology and TML Pathology the Applicant in this matter, I, Felicity Templeman:

1. Declare that I am authorised to make this Undertaking for and on behalf of the Applicant, for reason that I hold the position of People & Culture Manager; and
2. Undertake that the Applicant has sought the views of all bargaining representatives for this undertaking pursuant to s.190(4) of the FW Act;
  - (a) understand that each undertaking is to be taken to be a term of the Agreement; and
  - (b) give the following undertakings with respect to the Agreement. References in this Undertaking are to clauses in the Agreement
3. Meal Allowance

Clause 19.5 (Meal Allowance) shall be read on the basis that the allowance on commencement of the Agreement shall be **\$16.20** per occasion (and not \$13.22). Further, this allowance shall increase during the nominal term of the Agreement in accordance with the increase to rates of pay described in clause 17(ii), being 3% in the first pay period after 1 July 2025.
4. Compassionate Leave (Clause 25)

Clause 25 of the Agreement shall be read on the basis that it includes the following (which shall form part of that clause):

*An Employee (other than a casual Employee) is entitled to a period of three (3) days of paid compassionate leave for each occasion where:*

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

*The Employer may require the employee to provide evidence of the stillbirth or miscarriage.*

5. Casual Loading

Clause 13 shall be read so as to include the following words at the end of the clause:

*Where a casual employee is entitled to shift and weekend penalty rates under the Agreement, the applicable shift or weekend penalty rate will be calculated on the casual employee's ordinary rate inclusive of the casual loading.*

6. Part time Employees

Sub-clause 11(v) of the Agreement shall be read on the basis that it includes the following (which shall form part of that clause):

*The Employer shall agree in writing with the part time Employee (including by electronic means), the number of hours per week the part time Employee will work, the days of the week the Employee will work and the starting and finishing times of each day. The terms of this agreement may be varied by agreement and recorded in writing.*

7. Pathology Collection Staff


Clause 20.7 (Working a 76 Hour Fortnight) of the Agreement shall be read on the basis that the following is included at the end of that clause:

*No employee in a Pathology Collections classification at the time the Agreement commences will receive a reduction in take home pay for ordinary hours per week or fortnight (in accordance with clause 20.5) because of a change to the span of ordinary hours of work in this clause.*

8. Temporary Business Shutdown

Sub-clause 20.15(vi) of the Agreement shall be read on the basis that the words "unforeseen and pressing circumstances" shall be read and applied as referring to the circumstances set out in section 524(1) of the FW Act only, and shall apply as follows:

*Notwithstanding the provisions set out above, in the circumstances set out in section 524(1) of the Act resulting in shutdowns or partial shutdowns, the minimum 4-week consultation period set out at sub-clause (i) will be reduced to one week for shutdowns (or partial shutdowns). This may include but is not limited to Government health directives or other state of emergency directives.*

Date signed:	28 January 2025	
For and on behalf of the Employer by:  [In accordance with s.190(5) of the FW Act]	Felicity Templeman	
Signature:		



Note - In accordance with s.205A of the *Fair Work Act 2009* (Cth) the most favourable term of the delegates' rights terms in the relevant modern awards, as determined by the Fair Work Commission, is taken to be a term of the agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

# QML/TML Pathology

## Enterprise Agreement 2024

# Table of Contents

<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>PART A. APPLICATION &amp; OPERATION</b>	<b>5</b>
1. Agreement Title	5
2. Definitions	5
3. Application	6
4. Commitments	6
<b>PART B. AIMS, COMMUNICATION &amp; PROCESSES</b>	<b>8</b>
5. Aims of the Agreement	8
6. Agreement to be Displayed	8
7. Dispute and Grievance Settling Procedure	8
8. Joint Consultative Committee (JCC)	9
<b>PART C. EMPLOYER &amp; EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP &amp; RELATED ARRANGEMENTS</b>	<b>10</b>
9. Contract of Employment	10
10. Full-Time Employment	10
11. Part-Time Employment	10
12. Review of Hours: Part-Time Employees	11
13. Casual Employment	11
14. Casual Conversion	11
15. Probationary Employment	12
16. Higher Duties	12

<b>PART D. PAYMENTS</b>	<b>13</b>
17. Wages	13
18. Shift Penalties	13
19. Allowances	13
19.1 On-Call Allowance	13
19.2 Histology Macroscopic “Cut-up” Allowance	14
19.3 Private Vehicle Allowances	14
19.4 Living Away From Home	14
19.5 Meal Allowance	15
19.6 Work-Related Expenses	15
19.7 Services Allowances	15
19.8 Cold-Room	16
19.9 Travelling Time	16
19.10 CPI Indexed Allowances	16
20. Hours of Work and Overtime	16
20.1 Full-Time Employees	16
20.2 Work Cycle	16
20.3 Ten Hour Break Between Duty Periods	17
20.4 Amendment to Normal Starting and Finishing Times	17
20.5 Rosters	17
20.6 Split Shifts	18
20.7 Working a 76 Hour Fortnight	18
20.8 Meal Breaks	18
20.9 Rest Pauses	18
20.10 Overtime	19
20.11 Call-Back	19
20.12 Fatigue Leave	20
20.13 Time Off in Lieu of Overtime (TOIL)	20
20.14 Weekend Penalties	21
20.15 Temporary Business Shutdown	21
<b>PART E. CLASSIFICATIONS</b>	<b>22</b>
21. Classification Structure	22
22. Career Progression	22
<b>PART F. LEAVE</b>	<b>23</b>
23. Personal Leave	23
24. Extended Non-Work Related Illness/Injury	24
25. Compassionate Leave	24
26. Long Service Leave	24
27. Annual Leave	25
28. Cashing Out of Annual Leave	26
29. Excessive Annual Leave	26
30. Parental Leave	26
31. Paid Parental Leave	26



32.	Leave Without Pay	27
33.	Sickness During Annual Leave	27
34.	Jury Duty	27
35.	Community Service Leave	27
36.	Family and Domestic Violence Leave	28
37.	Ceremonial Leave	29
<b>PART G. TERMINATION, CHANGE &amp; REDUNDANCY</b>		<b>30</b>
38.	Termination of Employment	30
39.	Change	31
40.	Redundancy	33
<b>PART H. MISCELLANEOUS</b>		<b>36</b>
41.	Flexibility	36
42.	Uniforms	37
43.	Superannuation	37
44.	Public Holidays	37
45.	Training & Related Matters	39
<b>PART I. SIGNATURES</b>		<b>40</b>
<b>SCHEDULE 1</b>		<b>47</b>
<b>SCHEDULE 2 CLASSIFICATIONS</b>		<b>48</b>
<b>SCHEDULE 3 WAGE RATES</b>		<b>65</b>

# Part A. Application & Operation

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## 1. Agreement Title

This Agreement shall be known as the “QML/TML Pathology Enterprise Agreement 2024.

## 2. Definitions

**Act** means Fair Work Act 2009 (Cth).

**Agreement** means the Agreement, the “QML/TML Pathology Enterprise Agreement 2024.

**Award** means the Health Professional & Support Services Award 2020.

**Classifications** means the classifications contained in Scheduled 2 of this Agreement.

**Conditions** include the terms of employment and work practices of Employees.

**Day** means the period from midnight on one day to midnight the following day.

**Employer** means Healius Pathology trading as QML or TML Pathology ABN 84 007 190 043.

**Employee** means an employee of Healius Pathology trading as QML or TML Pathology covered by the Agreement who falls within the classifications in schedule 2.

**Fortnightly work cycle** means work performed over any fourteen (14) day period.

**FWC** means Fair Work Commission or subsequent or replacement tribunal.

**Histology Marcocopic Cut-Up** means the transfer, or selection or cutting and orientating, or combinations of all three, of individually identified Speciments, and the placement of these tissues in identified cassettes for further processing, and the recording of the number and Macroscopic description of the tissues submitted for further histological tissue processing.

**Immediate family** means:

Spouse of an Employee (including de facto spouse of partner of the same sex when the Employee and the partner are living in the same household), and

An Employee’s or the de facto spouse or partner of the Employee’s:

Child (including ex-nuptial child);

- i. Parent
- ii. Step-son or Step-daughter;
- iii. Adopted son or daughter;
- iv. Grandparent;
- v. Grandchild;
- vi. Sibling or spouse’s sibling; and
- vii. Step-parent.

**Manager** means any person who is principally employed to be responsible for the actions of subordinate staff and/or to perform a specialised corporation function and who occupies a position that is not specifically covered by this Agreement.

**NES** means National Employment Standards.

**QML** means QML Pathology, a trading name of Healius Pathology (ABN 84 007 190 043).

**TML** means TML Pathology, a trading name of Healius Pathology (ABN 84 007 190 043).

QML/TML Pathology is committed to comply with the relevant Legislation.

### 3. Application

This Agreement shall apply to all current Employees of the Employer who are engaged in the private sector medical pathology industry in Queensland, Tasmania and New South Wales who fall within the classifications in Schedule 2. The Agreement does not apply to Pathologists, Medical Practitioners and Managers.

The Agreement shall also cover future Employees of the Employer.

This Agreement is intended to be a comprehensive document that contains all applicable terms and conditions of employment. The terms and conditions contained in this Agreement replace in their entirety the terms and conditions contained in the QML Pathology Enterprise Agreement 2021 and the Health Professionals and Support Services Award 2020.

This Agreement shall be read in conjunction with the National Employment Standards (NES).

No term of this Agreement shall be less favourable to employees than the corresponding terms in the NES. Where a term of this Agreement is less favourable, the corresponding term of the NES will apply.

This Agreement shall take effect seven (7) days from the date that it is approved by the FWC and shall have a nominal expiry date of 30 June 2026.

### 4. Commitments

#### 4.1 No Further Claims

The parties undertake that for the life of this Agreement, there shall be no further claims.

#### 4.2 No Further Increases

Any wage or allowance increases awarded by the FWC or any subsequent or replacement tribunal during the period commencing on the operative date of this Agreement up to, and including, the nominal expiry date of this Agreement shall be absorbed into the wage and allowance increases provided in this Agreement. However, should any applicable FWC increase, when applied to the Award rate of pay for a classification, result in a greater rate of pay than that for its comparable classification specified in this Agreement, then the Award rate of pay shall apply from its operative date.

#### 4.3 Commitment to Training and Career Development

All parties acknowledge that training is provided to Employees of the Employer, both by internal on the job training and through external training providers.

All parties commit themselves to continuing such training as is regarded as appropriate by the Employer and to improving training in such cases where this is required.

Where, at the request of the Employer, a training or career development program is conducted outside of the spread of ordinary hours or in addition to normal working hours then an equivalent number of hours shall accrue as time-in-lieu or shall be paid at ordinary time rates.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in such cases where this is required.

#### **4.4 Work Environment**

The Employer is committed to providing a working environment where Employees may achieve their best.

The Employer will ensure that:

- i. Employees are treated, at all times, in a fair and reasonable manner.
- ii. All individuals are treated with respect and valued for their differences, skills and ability.
- iii. The work environment is as safe as could reasonably be expected of a responsible Employer.

Employees are required to:

- iv. Work cooperatively with their Managers, Supervisors and their co-workers to create harmony, teamwork, collaboration and flexibility.
- v. Act in an ethical, courteous, respectful and tolerant manner at all times when dealing with patients, doctors, suppliers or fellow Employees.
- vi. Work in a safe manner in accordance with Legislation.
- vii. Assist in the provision of a safe and healthy workplace.

#### **4.5 Productivity and Continuous Service Improvement**

The parties to this Agreement are committed to improving productivity and efficiencies across the organisation.

The parties to this Agreement are committed to maintaining and improving the quality-of-service level standards and patient care. The parties also commit to the feedback of service related issues raised, by our customers, to ensure such improvements are made, and take responsibility to identify, and where possible rectify, problems which may arise in the enterprise.

#### **4.6 Anti-Discrimination**

QML Pathology is committed to comply with the relevant Legislation.

# Part B. Aims, Communication & Processes

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## 5. Aims of the Agreement

### 5.1 The Aims of this Agreement are:

- To facilitate exceptional service standards and promote a cooperative approach between Employees and Management.
- To achieve a stable industrial relations environment at the enterprise level.
- To continually strive for improved business performance without compromise in the standard of patient care or job satisfaction.
- To promote a sense of shared responsibility for the people, the service and the success and future viability of the Employer.

### 5.2 Key factors will be:

- Continued patient/customer focus
- Respect for the individual
- Teamwork and co-operation
- Education
- Productivity
- Commitment to actively participate in continuous improvement in the workplace.

## 6. Agreement to be Displayed

A copy of this Agreement is to be displayed on the Employer's Intranet site.

Employees who do not have access to the Employer's intranet will be provided with a hard-copy version upon request to their manager.

## 7. Dispute and Grievance Settling Procedure

### 7.1 If a dispute relates to:

- i. A matter arising under the Agreement; or
- ii. The National Employment Standards;

This terms sets out procedures to settle the dispute.

A party to the dispute may appoint a representative for the purposes of the procedures in this term.

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.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

### 7.2 The FWC may deal with the dispute in two (2) stages:

- i. The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making recommendation; and
- ii. If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - Arbitrate the dispute; and
  - Make a determination that is binding on the parties.

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

**7.3** A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

While the parties are trying to resolve the dispute using the procedures in this term:

- i. 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
- ii. 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;
- iii. The work is not safe; or
- iv. Applicable occupational health and safety legislation would not permit the work to be performed; or
- v. The work is not appropriate for the Employee to perform; or
- vi. There are other reasonable grounds for the Employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

## 8. Joint Consultative Committee (JCC)

A Joint Consultative Committee (JCC) will be formed by drawing representatives from QML/TML Employees party to this Agreement and Management.

The role of the JCC is to discuss significant matters affecting staff and the Company, which have not been resolved at local level.

- i. The JCC will comprise of the People & Culture Representative and four (4) QML/TML Managers, five (5) elected QML/TML Employees, with representation from each of the following groups – scientific, pathology specimen collectors, couriers and administration/ancillary services. A minimum of one (1) Employee representative from any of the above groups will be elected from outside the greater Brisbane Region.
- ii. The election process for representatives will be conducted by QML People & Culture. Nominations for each non-management category can be made by QML/TML Employees other than management. Only staff employed outside the greater Brisbane Region can be nominated for the regional representative.
- iii. Formal JCC meetings will be scheduled four (4) times in a calendar year and will be chaired and minuted by the QML People & Culture representative.
- iv. At least three (3) weeks' prior notice for a meeting is required to enable scheduling, agenda development and attendance. If no agenda items are received by the QML HR Manager (or delegate) at least three (3) weeks prior to the scheduled meeting date, then the meeting will be cancelled.
- v. A JCC representative may request an extraordinary meeting. Such requests will be emailed to the JCC Chair (or delegate) and must adequately demonstrate to the JCC Chair that the issue is sufficiently significant and time sensitive to warrant an extraordinary meeting.

# Part C. Employer & Employees' Duties, Employment Relationship & Related Arrangements

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## 9. Contract of Employment

Upon engagement, Employees will be advised of their employment category in writing. Employment categories are:

- Full-time
- Part-time
- Casual

## 10. Full-Time Employment

A full-time Employee is an Employee engaged and paid by the week or fortnight, as the case may be, who is rostered to work 76 hours per fortnight.

## 11. Part-Time Employment

An Employee may be employed as part-time in any classification of this Agreement on the following basis:

- i. A part-time Employee is an Employee who is engaged to work less than full-time hours which are an average 38 hours per week and has reasonably predictable hours of work.
- ii. The ordinary hours of work for a part-time "day worker" will be worked between the hours of 6:00 am and 7:00 pm Monday to Friday and 8:00am and 4:30pm on Saturday.
- iii. A part-time Employee will be rostered for a minimum of three (3) hours on any shift. This minimum engagement excludes recall to work and attendance at meetings and mandatory training.
- iv. Unless otherwise stated, 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 38.
- v. On commencement of employment, the part-time Employee will be provided with a letter of appointment that states the title of the Agreement, their classification, contracted hours and hourly rate of pay.
- vi. Part-time Employees shall be entitled to receive pro rata entitlements to all conditions provided for in this Agreement except for Shift Penalties, Private Vehicle Allowance, Living Away from Home Allowance and TOIL and Rest Breaks; these exempted entitlements are paid in accordance with the Agreement.
- vii. Additional hours will be offered to permanent part-time staff by mutual agreement between the Employee and their appropriate Manager. These additional hours will be paid at ordinary rates for up to 76 hours per fortnight and up to 10 hours per day.
- viii. A part-time Employee will be entitled to be paid overtime at the rate of time and a-half for the first two (2) hours and then double time where a part-time Employee works:
  - in excess of their contracted hours or mutually agreed additional hours in accordance with (vii) above; and/or
  - in excess of 10 hours per day; and/or
  - outside of the hours of 6:00 am and 7:00 pm Monday to Friday and 8:00am and 4:30pm on Saturday if the Employee is a day worker; and/or
  - in excess of 76 hours per fortnight.

## 12. Review of Hours: Part-Time Employees

Where the Employee is regularly working more than their specified contract hours for greater than a twelve (12) month period (provided that the rostering pattern has not resulted from coverage for extended absences such as (but not limited to) maternity leave, long service leave, workers compensation leave and extended personal leave) they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request considering the operational needs of the Employer.

## 13. Casual Employment

A casual Employee is an Employee who is engaged by the Employer on an hourly basis with no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

A casual Employee may work up to a maximum of 10 hours on any one (1) day and up to a maximum of 152 hours per four (4) week period.

The minimum engagement period which is to be paid is three (3) hours for each continuous period of work.

Notwithstanding the regularity of weeks, days or hours previously worked, a casual Employee has the right to refuse work offered by the Employer and the Employer the right not to offer work.

A casual Employee will be paid by the hour at a rate calculated as 1/38th of the weekly rate for the class of work performed plus a further casual loading of 25%. The casual loading is deemed to be full recompense for entitlements under the NES that permanent employees have, such as entitlements to paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice, and redundancy pay.

A casual Employee will be entitled to be paid overtime at the rate of time and half for the first two (2) hours and then double time calculated on a casual employee's ordinary rate inclusive of casual loading where a casual Employee works:

- in excess of 10 hours per day; and/or
- in excess of 76 hours per fortnight.

This means:

- time and a half is 187.5% of the permanent hourly rate; and
- double time is 250% of the permanent hourly rates.

## 14. Casual Conversion

Where a Casual Employee has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences including but not limited to maternity leave, long service leave, workers compensation leave and extended sick leave), the Employer has the right to request in writing the conversion to permanent employment and that request will not be unreasonably refused by the Employer.

Where the Employer refuses a casual Employee's request to convert to permanent employment, the Employer will provide the Employee with the Employer's reasons for refusal in writing within 21 days of the request being made.



## R1

Reasonable grounds for a refusal include that:

- i. it would require a significant adjustment to the casual Employee's hours of work for the Employee to be engaged as a full-time or part-time Employee in accordance with the Agreement;
- ii. it is known or reasonably foreseeable that the casual Employee's position will cease to exist within the next 12 months;
- iii. it is known or reasonably foreseeable that the hours of work which the casual Employee is required to perform will be significantly reduced in the next 12 months; or
- iv. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.

## 15. Probationary Employment

The period of probation will be six (6) months from appointment. Ongoing reviews of the Employee's performance will take place during this period.

## 16. Higher Duties

- i. An Employee classified as a Health Professional who is appointed by the Employer in writing to perform work at a level above their existing level and who assumes full responsibility for a minimum continuous period of five (5) or more working days, shall be paid at the minimum agreement rate provided for that higher level for the whole period of such higher level duties.
- ii. An Employee classified as a Support Services Employee who is appointed by the Employer in writing to perform work at a level above their existing level for more than two (2) hours will be paid at the higher rate for the full shift worked at the higher level. Where such an Employee performs the higher duties for two (2) hours or less they will be paid at the higher rate for the time worked at the higher level.

# Part D. Payments

## 17. Wages

The rates of pay that apply during the period of operation of this Agreement are specified in Schedule 3.

All increases in rates of pay will apply in the first pay period on or after the applicable dates specified in Schedule 3.

The rates of pay will be increased as follows:

- i. **Year 1:** Average of:
  - 7% Collections
  - 6% Couriers;
  - 4% for all other classifications in the first pay period on or after 1 July 2024;
- ii. **Year 2:** 3% in the first pay period on or after 1 July 2025.

## 18. Shift Penalties

### 18.1 Early Night Shift

Employees working early night shift, within the hours 7:00 pm to midnight, Monday to Friday shall be paid a shift penalty of 25% for the ordinary hours worked between those times.

### 18.2 Late Night Shift

Employees working late night shift, for hours between midnight and 6:00 am Monday to Friday shall be paid a shift penalty of 30% for the ordinary hours worked between those times.

These shift penalties will not apply to work performed between midnight Friday and midnight Sunday or on public holidays.

## 19. Allowances

### 19.1 On-Call Allowance

An Employee instructed to be on call outside ordinary or rostered working hours will be paid in accordance with the following:

<b>On-Call Allowance</b> (payable for a period of up to 24 hours)		
	<b>Year 1</b>	<b>Year 2</b>
<b>Monday to Friday Inclusive</b>	\$15.81	\$16.28
<b>Saturday</b>	\$32.76	\$33.74
<b>Sunday or Public Holiday</b>	\$67.81	\$69.84

An Employee required to be on-call and who is subsequently required to work will be paid at the prescribed overtime rate.

It is a condition precedent to the payment of this allowance that Employees must remain in a fit and proper physical and mental condition in order to perform work in case they are re-called to work and that they are contactable at all times, and in reasonable proximity to where they would be required to return to work.

The period of on-call availability is regarded as being from 6:00 pm on one day to 6:00 pm the following day. Payment of the appropriate "on-call" allowance is determined by the day on which the majority of hours of such on-call availability fall.

### **19.2 Histology Macroscopic "Cut-up" Allowance**

Where a Scientist or Technician, as defined, is required on a shift to perform Histology Macroscopic Cut-up an allowance of Year 1 \$20.80 and Year 2 \$21.42 per shift will be paid.

### **19.3 Private Vehicle Allowances**

An Employee required to use their private vehicle in the performance of their duties will be paid a private vehicle allowance.

An Employee, other than a Relief Courier or Relief Collector, who is called upon to temporarily work at a location of the Employer which is not their regular place of employment, is entitled to receive the allowance for those kilometres travelled which are in excess of the distance between the Employee's place of residence and their regular place of employment.

A Relief Courier or Relief Collector will be paid the allowance for any distance travelled in the course of their work that is more than 40 kilometres return from their home, provided that the Employee resides within their appointment area. Where an Employee resides outside of their appointment area the allowance will be paid for any distance travelled in the course of their work in excess of 40 kilometres return from the boundary of the Employee's appointment area.

The private motor vehicle allowance payable for usage is as follows:

- i. The rate will be as determined by the Australian Tax Office per business kilometre in each year of operation of this Agreement.
- ii. The private motor vehicle allowance is full recompense for wear and tear, registration, comprehensive insurance (including any policy excess payable by the insured), oil and other items of a consumable nature, and will include fuel. Employees will be required to provide proof of comprehensive insurance prior to using their private vehicle for work purposes.

### **19.4 Living Away From Home**

An Employee required by the Employer to temporarily work at a location more than 100 kilometres' from the Employee's regular place of employment or their home (whichever is closer to the temporary place of employment) and who is required to live within a reasonable distance of the temporary location is to have accommodation of a reasonable hotel, motel or equivalent standard arranged and paid for by the Employer.

Whilst the Employee is working at this temporary location they may choose;

- i. Breakfast provided by the accommodation and dinner provided by the accommodation up to the value of \$50.00,

OR

- ii. Living away from home allowance of \$50.48 per day without proof of expenditure whilst living away from home. Where expenditure exceeds \$50.48 per day, actual and reasonable expenses of the Employee will be reimbursed by the Employer provided proof of total expenditure is given by the Employee.

This allowance is to be paid for each day that the Employee is required to live away from home (including Saturday, Sunday or public holidays) provided that time away at the request of the Employer is greater than one day.

### **19.5 Meal Allowance**

An Employee required to work for more than two (2) hours before the ordinary commencing time or more than one (1) hour after the ordinary ceasing time will be paid a meal allowance of \$13.22. Provided that an Employee will be entitled to a 30minutes break and a further meal allowance after the completion of every four (4) hours, overtime worked.

### **19.6 Work-Related Expenses**

Work-related expenses will be reimbursed provided that:

- i. Prior approval has been given by the Employee's Manager for the Employee to incur the expense; and
- ii. The Employee applies for reimbursement of the work-related expense in the next payroll period.

### **19.7 Services Allowances**

#### **Forklift**

A Services Assistant who holds a forklift driver's permit or licence and works the majority of their shift operating a forklift for a minimum of four (4) days per week will be paid an allowance of Year 1 \$15.60 and Year 2 \$16.07 per week.

#### **Dangerous Goods**

A Services Assistant who handles dangerous goods including segregating, labelling and filling out appropriate paperwork in accordance with the International Air Transport Association (IATA) Regulations and Supply Standard Operating Procedures for a minimum of four (4) days per week will be paid an allowance of Year 1 \$20.80 and Year 2 \$21.42 per week.

#### **Picking and Packing**

##### **Level I**

A Services Assistant who:

- i. Picks and packs orders in accordance with Supply Standard Operating Procedures;
- ii. Meets the weekly quota of 75 orders per week, including a minimum of five (5) external or internal laboratory orders, at an average of 15 orders per day; and
- iii. Will be paid an allowance of Year 1 \$20.80 and Year 2 \$21.42 per week.

##### **Level II**

A Services Assistant who:

- i. Picks and packs orders in accordance with Supply Standard Operating Procedures;
- ii. Meets the weekly quota of 65 orders per week, including a minimum of five (5) external or internal laboratory orders, at an average of 13 orders per day; and
- iii. Will be paid an allowance of Year 1 \$15.60 and Year 2 \$16.07 per week.

### 19.8 Cold-Room

A Services Assistant who checks and picks stock and non-stock items that are required to be kept in a frozen or refrigerated state for the majority of a shift for a minimum of four (4) days per week will be paid an allowance of Year 1 \$10.40 and Year 2 \$10.71 per week.

### 19.9 Travelling Time

A Relief Courier or Relief Collector who is required to work outside their designated area will be paid travelling time at ordinary time rates for all time spent travelling outside their designated area.

An Employee who is engaged as a relief worker that is expected to travel to an Employer workplace that is not their normal place of work during non-working hours shall be paid at their ordinary hourly rate for all such hours of travel time to that workplace.

### 19.10 CPI Indexed Allowances

The Living Away from Home and Meal Allowances contained in this Agreement will be increased in accordance with CPI movements from the first pay period commencing on or after 1 July each year for the duration of the Agreement.

For the purposes of this clause, CPI movements mean the annual increase in the Consumer Price Index – All Groups – Brisbane calculated as at the March quarter each year.

## 20. Hours of Work and Overtime

### 20.1 Full-Time Employees

The ordinary hours of work for full-time Employees will be an average of 38 hours per week to be worked continuously and on one of the following basis.

- i. 38 hours within a work cycle not exceeding 7 consecutive days; or
- ii. 76 hours within a work cycle not exceeding 14 consecutive days; or
- iii. 114 hours within a work cycle not exceeding 21 consecutive days; or
- iv. 152 hours within a work cycle not exceeding 28 consecutive days.

### 20.2 Work Cycle

Over a fortnightly period, Employees must be allowed at least either

- i. Two (2) consecutive days off in each week of the fortnight; or
- ii. One (1) day off in one (1) week and three (3) consecutive days off in the other week of the fortnight; or
- iii. Four (4) consecutive days off in one (1) week of the fortnight; or
- iv. Four (4) single days off spread across the fortnight by mutual agreement.

Consideration will be given to workplace health and safety recommendations when rostering, including, where possible, in two (2) out of every four (4) weekends, Employees will not be rostered to work.

For the purposes of an employee working a roster that comprises only of ordinary shifts commencing before midnight and finishing after midnight a “day” means a continuous period of 24 hours.

Provided that for the purposes of clause 20.2(ii) above “one (1) day off” requires a minimum break of 36 hours between shifts of ordinary hours.

### **20.3 Ten Hour Break Between Duty Periods**

Except in the case of split-shifts, Employees will be rostered for a break of not less than 10 hours between the termination of one duty period of ordinary time and the commencement of another duty period of ordinary time.

However, an Employee and the Employer may mutually agree that the break may be less than 10 hours but not less than eight (8) hours.

### **20.4 Amendment to Normal Starting and Finishing Times**

Employees starting and finishing times may be altered by agreement between the Employer and affected Employees, to suit operational requirements, geographic safety, climatic or traffic conditions. Any such altered starting and finishing times will not invoke any penalty payment that would otherwise be payable under this agreement.

Where agreement cannot be reached, the Employer will give 14 days’ notice in writing of the changes to starting and/or finishing times to the affected Employees.

Prior to implementing changes to starting and/or finishing times the Employer will consider the impact of such changes on its Employees and will consider the family responsibilities of the affected Employees.

### **20.5 Rosters**

The ordinary hours will be worked in accordance with a roster agreed upon between the Employer and the majority of Employees concerned.

Employees will be notified by 1:00 pm on the Monday two (2) calendar weeks in advance for the following roster cycle.

For Employees other than casual or relievers:

- i. The roster will include days to be worked, shift times and location.
- ii. Changes to rostered days will be by mutual agreement between the Employee concerned and the Employer and will be subject to the Provisions of Clause 39 – Change.

Changes within a roster will be by agreement between the Employer and the Employee concerned, but failing agreement, 24 hours’ notice of a change of roster will be given or double time will be paid for the hours of inconvenience.

In the case of an operational emergency that could not reasonably have been foreseen by the Employer or where an Employee is unable to attend for normal duties due to a natural hazard including flood or cyclone 24 hours’ notice of a change of roster is not required and double time shall not be paid. An example of an operational emergency is a medical emergency where the Employer is required to provide additional or time-critical support or services, such as a major disease outbreak.

## 20.6 Split Shifts

Split shift means any shift which is worked in two (2) continuous periods of rostered hours of duty, separated by a break of more than 60 minutes and worked within a 12 hour spread of hours.

An Employee may be engaged to work split shifts or may, with the agreement of the Employer, convert their existing roster arrangements to work split shifts.

## 20.7 Working a 76 Hour Fortnight

The ordinary hours of work for a full-time "day worker" will be worked between the hours of 6:00 am and 7:00 pm Monday to Friday.

Where the ordinary working hours are to exceed 10 hours on any day, then, the arrangement of hours will be subject to the agreement of the Employer and the Employees concerned.

Changes to rosters will be subject to the provisions of Clause 39 – Change. Where hours worked, excluding meal breaks, exceed 12 hours in a day, the provisions of Clause 20.12 Fatigue Leave shall apply.

Employees are required to observe the nominated starting and finishing times for the workday, including designated breaks, to maximise available working time. Preparation for work and cleaning up of the Employee's person will be in the Employee's time.

## 20.8 Meal Breaks

All Employees who are rostered to work more than five (5) hours will be allowed time for a meal of not less than 30 minutes, nor more than one (1) hour to be taken between the third and sixth hours of duty or at such times as may be mutually agreed between the Employee and Employer, and which will not count as time worked in the case of day workers.

If the meal break is worked, and the majority of hours are worked between 6:00 am and 7:00 pm the meal break will be paid at the rate of double time. Payment as aforementioned requires approval (which may be retrospective) from the Employee's Supervisor.

Where the majority of ordinary hours are worked between 7:00 pm and 6:00 am, such time will be inclusive of mealtimes, and the 30 minute meal break will be taken so as not to interfere with operational requirements. This meal break will be paid as if it was worked.

## 20.9 Rest Pauses

Every Employee will be entitled to a rest pause of 10 minutes duration in the Employer's time in the first and second half of the working day. Such rest pauses will be taken at such times as will not interfere with the continuity of work where continuity is necessary.

However, the Employer may determine that the rest pauses may be combined into one (1) 20 minute rest pause, to be taken in the first part of the ordinary working day.

By agreement between the Employer and an Employee the combined 20 minute rest pause may be taken in the second part of the ordinary working day.

However, where an Employee is engaged for six (6) or less hours, the Employee will only be entitled to one (1) rest pause.

## 20.10 Overtime

### General

All time worked by a full-time Employee:

- i. on any one (1) day outside the ordinary starting and ceasing times; or
- ii. in excess of the ordinary hours of work; or
- iii. in excess of 76 hours per fortnight will be deemed overtime and will be paid at the rate of time and a-half for the first two (2) hours and double time thereafter except for the following:
  - Employees whose rostered periods of duty are performed over a seven (7) day week, and over 24 hours, and who are regularly rotated through a roster over 24 hours, will be paid for all overtime at the rate of double time.

All overtime worked on a Sunday, or the second and fourth rostered days off, will be paid for at the rate of double time.

Where the rostered ordinary hours of work have been completed but further work is required to be performed for reasons of continuity, such overtime will be paid at the shift rate with any applicable shift penalty added but for no longer than one half-hour after completion of the rostered shift. Should work be required to be continued for longer than one half-hour after completion of the rostered shift, overtime provisions will apply to the entire period subsequent to the ordinary rostered shift cessation.

The overtime rates specified in this clause are paid instead of, and are not cumulative upon, shift loadings (clause 18) and weekend penalties (clause 20.14). Overtime penalties do not apply to work performed on a public holiday.

It is a condition of employment that every Employee covered by this Agreement may be required by the Employer to work reasonable overtime, however, consideration must be given to the notice time and family responsibilities.

All overtime where practicable requires the prior approval of the Employee's Supervisor or Manager.

## 20.11 Call-Back

Where an Employee is called back to perform work outside ordinary or rostered working hours, the Employee will be paid overtime for the time worked calculated as from home and back to home with a minimum payment of two (2) hours.

However, if any further call-back is made within an existing minimum period of two (2) hours it will not be regarded as a separate call-back.

Where an Employee is called back the Employer will provide transport to and from the Employee's home or refund the Employee the reasonable cost of such transport.

Where an Employee is requested to provide advice without the need to be called back, the Employee will be paid overtime for the actual time spent in providing the advice in 15 minute increments. For example, if one (1) or more telephone calls are received or made in a 15 minute period, then 15 minutes only would be paid at overtime rates.



## 20.12 Fatigue Leave

An Employee who works overtime between the termination of their ordinary work on the one (1) day and the commencement of their ordinary work on the next day such that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during absence.

If, on the instructions of the Employer, such an Employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double the Employee's ordinary time rate until they are released from duty for such period, and such Employee will then be entitled to be absent until they have had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

Fatigue leave provisions will apply in the case of those workers who rotate from one (1) rostered period to another as if eight (8) hours were substituted for 10 hours when overtime is worked:

- for the purpose of changing work periods; or
- in any other case agreed upon between the Employer and the Employee concerned.

Fatigue leave provisions will only apply to call-back situations when an Employee has actually worked in excess of two (2) hours, excluding travelling to and from work, on one (1) or more call-backs.

## 20.13 Time Off in Lieu of Overtime (TOIL)

Any Employee, who is not a casual Employee, may, subject to the agreement of the Employer, elect to bank time worked as overtime, to be taken as leave at a future time, subject to the following:

- i. Overtime worked on any one (1) day that is less than 30 minutes cannot be banked.
- ii. An Employee cannot elect to bank only a portion of overtime worked on any particular day, it must be the full shift.
- iii. Once elected to be banked, the overtime worked will be taken on a time for time basis only.
- iv. An Employee is not permitted to bank more than 22.8 hours' of TOIL unless prior permission is granted by the General Manager.
- v. Once 22.8 hours of TOIL has been reached the default compensation option will be to pay overtime rates until the TOIL balance is below 22.8 hours.

The taking of TOIL is subject to agreement between the Employee and the Employer. The Employer may seek to confer and genuinely try to reach agreement with the Employee on how to reduce or eliminate the Employee's banked TOIL.

If agreement cannot be reached the Employer may direct the Employee, in writing, to take the banked TOIL as paid leave.

Any direction to take paid leave will be for a minimum period of 7.6 hours and a maximum period of 22.8 hours. The leave will commence no less than four (4) weeks or more than eight (8) weeks after the direction has been given.

Any unused accrued TOIL will be paid out prior to the next wage increase each 12 months.

Upon the termination of employment, accumulated TOIL is to be paid the appropriate overtime rate to the Employee, along with all other entitlements.

#### **20.14 Weekend Penalties**

All ordinary hours worked between midnight Friday and midnight on Saturday will be paid for at one and one-half times the ordinary rate.

All ordinary hours worked between midnight on Saturday and midnight on Sunday will be paid for at double the ordinary rate.

The weekend penalties specified in this clause are paid instead of, and are cumulative upon, any entitlement to shift penalties (Clause 18). Weekend penalties do not apply to work performed on a public holiday

#### **20.15 Temporary Business Shutdown**

It is noted that the last week of December and the month of January are times of less activity for the Employer, thereby resulting in a shut-down or partial shut-down, of certain areas and a significant curtailment of services.

During this time:

- i. Management will consult with staff a minimum of 4 weeks beforehand concerning changes to rosters and redeployment options (as set out at subclause (ii)) or the use of leave, over the period(s) set out above, bearing in mind the operational requirements of the Business.
- ii. Where there are no redeployment options, management reserves the right to direct employees to utilise their accrued leave entitlement over the period(s) set out in this clause, provided that such direction is reasonable.
- iii. Where an Employee does not have sufficient accrued annual leave for these period(s), the Employee may be required to take annual leave in advance where such requirement is reasonable.
- iv. Alternatively, Employees may elect to take leave without pay for all or part of the shut-down period(s). Additionally, employees may utilise banked time in lieu for all or part of the shutdown period(s).
- v. Nothing in this clause prevents an Employee from being on call during the shut-down period(s) where mutually agreed between the Employer and the Employee.
- vi. Notwithstanding the provisions set out above, in unforeseen and pressing circumstances, resulting in shutdowns or partial shutdowns. The minimum 4-week consultation period set out at subclause (i) will be reduced to one week for shutdowns (or partial shutdowns) which are as a result of circumstances beyond the Employer's control, including but not limited to Government health directives or other state of emergency directives.

# Part E. Classifications

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## 21. Classification Structure

The classification structure and definitions for all classifications is set out in Schedule 2 to this Agreement.

## 22. Career Progression

Subject to a satisfactory assessment by their immediate Supervisor in terms of the proficiency requirement set out in Schedule 2 an Employee will progress within their designated classification stream.

QML Pathology is committed to encouraging accelerated progression through all employment levels and classifications, irrespective of time, where an Employee demonstrates consistent high levels of performance and achievement. Submissions for accelerated progression must originate from senior line Managers and receive approval from QML executive management.

QML Pathology recognises relevant post graduate qualifications that enable Employees to ultimately progress to Levels 3.3 and/or 2.2 in the scientific/technical areas.

For the purposes of this agreement the following post graduate qualifications are deemed to apply:

- i. Member/Fellow of Australasian Association of Clinical Biochemists (MAACB, FAACB);
- ii. Member/Fellow of Human Genetics Society of Australasia (MHGSA, FHGSA);
- iii. Fellow of the Faculty of Science, Royal College of Pathologists (FFSc RCPA);
- iv. Fellow of the Australian Institute of Medical Scientists (FAIMS);
- v. Fellow of the Australian Society for Microbiology (FASM);
- vi. Certificate of Achievement from Australian Society of Cytology (CT(ASC)); and
- vii. Doctorate of Philosophy (PhD) when it is referenced as a requirement or highly desirable component in a position description.

# Part F. Leave

Leave shall be accrued and taken in accordance with the Fair Work Act 2009 (Cth) and this Agreement.

## 23. Personal Leave

Personal leave is either:

- i. paid leave (sick leave) taken by an Employee because of a personal illness or injury of the Employee; or
- ii. paid or unpaid leave taken by an Employee to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
  - a personal illness, or injury, of the member; or
  - an unexpected emergency affecting the member.

The Employer shall provide 76 hours (10 days) per annum paid personal leave for each completed year of continuous service to all permanent full-time Employees. Personal leave entitlements shall accrue progressively throughout the year.

Part-time Employees are entitled to pro-rata paid personal leave.

Personal leave standing to the credit of an Employee at the completion of each year of service shall be cumulative.

Where all entitlements to paid personal/carer's leave have been exhausted, an Employee can access an additional two (2) days of unpaid carer's leave on each occasion that a member of the Employee's immediate family or household requires care or support because of a personal illness or injury, or an unexpected emergency affecting the member. Unpaid carer's leave can be taken as a single unbroken period of up to two (2) days.

An Employee who has given the Employer notice of the taking of carer's leave must, if required by the Employer, give evidence, such as medical certificate, that would satisfy a reasonable person that the leave is taken for a reason specified in accordance with Clause 23 (ii).

Personal leave will not be approved unless notification of an inability to attend for duty is given to the respective Employee's Manager or Supervisor or other person in authority within the department or branch, concerned. Such notification shall be given at least two (2) hours prior to the normal commencement time or as soon as it is practicable to do so.

Payment for personal leave shall only be affected by the completion and authorisation of an Application for Leave form. All absences of more than two (2) days must be supported by a Doctor's Certificate.

Employees may be required to provide a Statutory Declaration for all single day absences greater than four (4) days in any 12 month period.

The Employer may request an Employee to provide a medical certificate for single day absences in excess of four (4) days in any 12 month period where there is a distinct and/or regular pattern to the absences or where the Employer has reasonable cause to believe that an Employee is inappropriately using accrued personal leave. Further, in cases involving absences of two (2) days or less and where the Employer has reasonable grounds to question the bona fides of the absence of a particular Employee, the Employer may give notice to the Employee that they will in future require production of a doctor's certificate prior to approval of paid personal leave.

## R1

When an Employee returns to work from personal leave, he or she will be contacted by the Supervisor.

An informal and brief meeting will take place to check on the Employee's wellbeing and to offer guidance with any problems.

False application for paid personal leave will provide grounds for appropriate disciplinary action.

Personal leave without pay shall be recorded where there is no entitlement to paid personal leave.

Where absenteeism of six (6) or more absences per year by any one (1) Employee is a behaviour which impacts on the workplace and may be a sign of a serious work related health risk, Supervisors have a legitimate reason and obligation to talk to and consult with Employees under their direction on their return to work after personal leave if the pattern of absenteeism falls within the scope of this clause.

## 24. Extended Non-Work Related Illness/Injury

Where an Employee has a non-work-related illness/injury that is expected to extend for greater than three (3) months and is unable to perform their normal duties, the Employer will endeavour to find suitable alternate employment.

Where redeployment is available the Employee will transfer to that position. Where redeployment requires the transfer to a position classified at a lower level and/or a reduction in hours, the Employee's rate of pay and number of ordinary hours will be maintained for a period of one (1) month only.

## 25. Compassionate Leave

The Employee (other than a casual Employee) is entitled to a period of three (3) days of paid compassionate leave for each occasion where a member of the Employee's immediate family or household either has a personal illness or injury that poses a serious threat to the life of the family member, or dies.

Compassionate leave of more than three (3) days will require the approval of General Manager or delegate thereof.

Payment for compassionate leave will be made at the ordinary rate of pay the Employee receives immediately before the period of compassionate leave begins. Paid compassionate leave counts as service for all purposes. Paid Compassionate Leave is not deducted from the Employee's accrued annual leave or personal leave balance.

The Employer may require the Employee to provide evidence of the injury, illness or death.

## 26. Long Service Leave

Long service leave of 13 weeks will be available to be taken after the first 10 years of continuous service.

Thereafter, long service will accrue at the rate of 1.3 weeks for each additional year of service. Access to pro-rata long service leave entitlements will be in accordance with the Industrial Relations Act 2016 (Qld), the Long Service Leave Act 1955 (NSW), Long Service Act 1976 (TAS) or any legislation that may replace those Acts and confer an entitlement to long service leave on the Employees covered by this Agreement ('relevant LSL legislation').

Casual Employees will be entitled to long service leave in accordance with the relevant LSL legislation.

Other conditions applicable to long service leave shall be determined by reference to the relevant LSL legislation.

Except with the specific approval of the General Manager or Delegate thereof, long service leave will be required to be taken or planned to be taken, so that at any time an Employee's maximum accumulated entitlement does not exceed 18 weeks.

Managers will be responsible for ensuring the clearance of long service leave by Employees in their branch or department in a planned way. Except for the pressing personal need of an Employee, periods of long service leave greater than six (6) weeks are only to be approved at times when substantial consequential costs are not expected to be incurred by the absence of the Employee concerned.

Subject to legislative limitations the minimum period of long service leave to be taken at any one time will be one (1) day.

Payment of long service leave may be either:

- i. Paid in advance on the normal payday immediately prior to the commencement of leave, or
- ii. Entered fortnightly during the currency of such leave. In the absence of any preference this will be the default provision.

## 27. Annual Leave

A full-time Employee will be entitled to 4 weeks (152 hours) paid annual leave per completed year of continuous service accruing on a pro-rata basis.

A part-time Employee will be entitled to paid annual leave on a pro-rata basis.

A full-time Shiftworker as defined is entitled to an additional 1 week (38 hours) paid annual leave as provided by the NES.

For the purpose of the additional one week of annual leave provided for in the National Employment Standards, a shiftworker is a full time or part time employee who is regularly engaged to work a minimum of 30 shifts combined of Sundays and Public Holidays in a year. This entitlement will be credited to employees annually after an assessment is made by the Employer on 1 September Annually (pro-rata for less than a full year of service).

A designated permanent relief Employee engaged by the Employer on or before the date that the Agreement is approved by the FWC will continue to receive the additional the annual leave entitlements as prescribed in Schedule 1 of this Agreement.

An Employee will be paid for the period of annual leave at the rate of ordinary time earnings plus a loading of 17.5%.

## 28. Cashing Out of Annual Leave

The Employer and an Employee may agree, in writing, to the Employee cashing out a particular amount of paid annual leave.

Any agreement to cash out paid annual leave:

- i. must state the amount of leave to be cashed out and the payment to be made for it;
- ii. must state the date on which the payment is to be made;
- iii. must not result in the Employee's remaining paid annual leave balance being less than four (4) weeks; and
- iv. must provide for a payment no less than the amount that would have been payable to the Employee had the Employee taken the leave at the time the payment is made.

## 29. Excessive Annual Leave

If an Employee has accrued more than eight (8) weeks paid annual leave (ten (10) weeks for a Shiftworker), the Employer may seek to confer and genuinely try to reach agreement with the Employee on how to reduce or eliminate the Employee's leave accrual over the following 12 months. Where the Employee demonstrates an intention to take an extended break, the Employer may defer the taking of annual leave and allow the Employee to maintain annual leave accruals in excess of eight (8) or ten (10) weeks respectively.

If agreement cannot be reached, the Employer may direct the Employee, in writing, to take one or more periods of paid annual leave of at least one (1) week. The period of paid annual leave will commence no less than eight (8) weeks or more than twelve (12) months after the direction has been given.

A direction by the Employer to an Employee to take paid annual leave cannot result in the Employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks.

## 30. Parental Leave

Parental Leave will be granted in accordance with the relevant provisions of the Fair Work Act 2009 (Cth).

## 31. Paid Parental Leave

A permanent Employee who has two (2) years continuous service is eligible for an ex- gratia payment of six (6) weeks salary at ordinary time for paid maternity leave. The maternity leave payment will be made in the first pay period after the maternity leave commences and may be paid at full or half rate of pay at the request of Employee.

Paid maternity leave does not count as service for the purposes of incremental classification progression or any form of leave.

The 52 week period of maternity leave is not extended by the provision of paid maternity leave.

Shift penalties, overtime, shift allowances and any other allowance or payment are not included in ordinary time earnings for the purpose of the maternity leave payment.

Superannuation is not payable on the ex-gratia payment.

### 32. Leave Without Pay

- i. Planned leave without pay will not, in the normal course of business, be granted. Leave without pay can be requested through the standard leave application process and, on a case by case basis, may be approved at the discretion of the relevant General Manager or delegate thereof. All other leave entitlements, excluding Personal Leave and Long Service Leave, must be exhausted, prior to any period of planned leave without pay.
- ii. Reasons for requesting leave without pay may include, gender affirmation, surgery/illness.
- iii. Unplanned leave without pay, may be approved at the discretion of the General Manager or delegate thereof.

### 33. Sickness During Annual Leave

Employees who become ill during a period of annual leave may have their annual leave re-credited, provided:

- i. a medical certificate covering the period in question is submitted, and
- ii. the monetary value of annual leave loading applicable to the period of illness is repaid to the Employer.
- iii. Applications to re-credit annual leave shall be submitted on an Application for Leave form and approved by the Employee's Manager.

### 34. Jury Duty

The Employer recognises every Employee's civic responsibility to perform jury duty when required to by the Courts. In such circumstances, the Employer will continue to pay an Employee who is performing jury duty their normal wage provided:

- i. A copy of the Sheriff's "Notice to Juror" form is submitted to the Employee's Supervisor.
- ii. In cases where jury service conflicts with what would otherwise be the Employee's rostered hours, the Employee assigns any payment of expenses made by the Court to the Employer.
- iii. An Employee who is performing jury duty must be available to work at times when they are not required to attend Court, provided the Employee has had a reasonable rest time immediately following Jury Duty.

### 35. Community Service Leave

Community service leave is unpaid leave. Each of the following is an eligible community service activity and provides an entitlement to community service leave:

- i. a voluntary emergency management activity; or
- ii. an activity prescribed in regulations e.g., that is of a community service nature as an eligible community service activity.



Subject to the conditions specified herein, the Employer will allow special paid leave for a maximum of five (5) days for Employees who are registered State Emergency Service (SES) volunteers for them to attend local community emergencies subject to the following:

- iii. Employees must be registered SES volunteers.
- iv. "Emergencies" must be of a serious nature affecting a large number of members of the local community. For example, extensive bush fires threatening inhabited areas, the after-effects of a cyclone, widespread flooding involving the evacuation of residents or the preservation of property, or any other event of a similar nature. It does not include the attendance at call-outs involving a single event, for example, a house fire, which would otherwise be attended by other Authorities.
- v. In the event of an emergency (as defined), registered SES volunteers must not vacate their Employer-appointed duties until adequate relief arrangements (if required) have been made. It is the responsibility of the Employee/SES volunteer to have a contingency plan in place should an emergency arise.
- vi. The Employee/SES volunteer must immediately notify their Supervisor/Manager of their requirement to attend an emergency.
- vii. The decision as to whether a particular circumstance qualifies as an emergency for the purpose of this clause rests with the relevant Manager.
- viii. Upon return to work, the Employee concerned must present a brief statement from an appropriate SES official certifying their attendance at the emergency. The statement must be attached to an Application for Leave form.

### 36. Family and Domestic Violence Leave

Employees will be entitled to ten (10) days of paid Family and Domestic Violence Leave and ten (10) days of unpaid Family and Domestic Violence Leave in a 12-month period.

Both paid and unpaid Family and Domestic Violence Leave:

- i. is available in full at the start of each 12-month period of the Employee's employment; and
- ii. does not accumulate from year to year; and
- iii. is available in full to all Employees, including part-time and casual Employees.

An Employee may take Family and Domestic Violence Leave as a single continuous period, or separate periods of one (1) or more days each, or any separate periods to which the Employee and the Employer agree, including periods of less than one (1) day.

To avoid doubt, this clause does not prevent the Employee and the Employer agreeing that the Employee may take more than ten (10) days as unpaid leave to deal with the impact of family and domestic violence.

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An Employee may take paid or unpaid Family and Domestic Violence Leave if:

- i. the Employee is experiencing family and domestic violence; and
- ii. the Employee needs to do something to deal with the impact of the family and domestic violence; and
- iii. it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work.

The Employer may require an Employee to provide evidence that would satisfy a reasonable person that the leave is taken for the purpose specified above. Such evidence may include documentary evidence from a Police Service, Court, medical practitioner, nurse or other health professional, Family Violence Support Service or lawyer. The Employer acknowledges that, in some circumstances, Employees may be unable to provide supporting documentation.

The Employer will take steps to ensure that information concerning any notice an Employee has given, or evidence an Employee has provided, is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in clause prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

For the purposes of this clause:

"family and domestic violence" means violent, threatening or other abusive behaviour by a close relative of an employee that seeks to coerce or control the Employee; and causes the Employee harm or to be fearful.

"close relative" of the Employee is a person who is a member of the Employee's immediate family; or is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

## 37. Ceremonial Leave

An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for traditional ceremonial purposes will be entitled to up to ten (10) working days' unpaid leave in any one (1) year, with the approval of the Employer.

# Part G. Termination, Change & Redundancy

## 38. Termination of Employment

### 38.1 Statement of Employment

The Employer shall, in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

### 38.2 Termination by Employer

- i. The Employer may dismiss an Employee only if the Employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- ii. In addition to the notice above, Employees 45 years old or over and who have completed at least two (2) years' continuous service with the Employer shall be entitled to an additional week's notice.
- iii. Payment in lieu of notice shall be made if the appropriate notice is not given.
- iv. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- v. In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- the ordinary working hours to be worked by the Employee; and
  - the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
  - any other amounts payable under the Employee's employment contract.
- vi. The period of notice in this clause shall not apply in the case of dismissal of serious misconduct.

### 38.3 Notice of Termination by Employee

The notice of termination required to be given by an Employee shall be two (2) weeks except during the probationary period where the minimum notice to be provided is one (1) week.

If an Employee fails to give notice, the Employer shall have the right to withhold wages due to the Employee with a maximum amount equal to one (1) week.

Annual leave shall not be used to provide the notice periods unless otherwise mutually agreed.

#### **38.4 Time Off During Notice Period**

During the period of notice of termination given by the Employer, an Employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

#### **38.5 Abandonment of Employment**

If an Employee fails to attend for duty on three (3) consecutive days without notifying the Employer, then the Employer will send a letter by registered mail advising the Employee that failure to return to work or provide the Employer with a reasonable explanation for their absence may result in termination of the Employee's employment.

If an Employee fails to attend for duty on five (5) consecutive days without notifying the Employer, then the Employer may terminate the employment of the Employee.

An Employee may, within one (1) month of termination for abandonment of employment, apply to the Employer for reinstatement on reasonable justification of the absence.

Where the Employer seeks to terminate an Employee's employment, by way of Abandonment of Employment, the Employer will give the employee notice or payment in lieu of notice in accordance with Clause 38.2 of the Agreement.

## **39. Change**

**39.1** 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 change to the regular roster or ordinary hours of work of Employees.

**39.2** For a major change referred to in paragraph 39.1 (A)

- A. the Employer must notify the relevant Employees of the decision to introduce the major change;
- B. subclauses (39.3) to (39.9) apply.

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

**39.4** If:

- i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - ii. the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.

- 39.5** 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;
    - II. information about the expected effects of the change on the Employees; and
    - III. any other matters likely to affect the Employees.

**39.6** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**39.7** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

**39.8** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph (39.2)(a) and subclauses (39.3) and (39.5) are taken not to apply.

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

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

Change to regular roster or ordinary hours of work.

- 39.10** For a change referred to in paragraph (39.1)(b)
- i. the Employer must notify the relevant Employees of the proposed change; and
  - ii. sub-clauses (39.11) to (39.15) apply.

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

- 39.12** If
- i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - ii. the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

**39.13** 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
  - IV. 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).

**39.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**39.15** The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

**39.16** In this term:  
 “Relevant Employees” means the Employees who may be affected by a change referred to in this subclause.

## 40. Redundancy

This clause shall apply to all Employees of the Employer employed as permanent full- time or part-time Employees.

### 40.1 Definitions

Redundancy means a situation where the work being done by an Employee, or a major part of it, is no longer required to be done as a result of integration of business functions, restructuring and/or operational efficiency. Subject to this Agreement, the Employer’s rights in determining redundancy shall be final.

Week’s Pay means 50% of the Employee’s fortnightly wage at the time of redundancy plus in the case of regular shift workers, shift allowance and weekend penalty payments averaged over the last complete shift roster cycle, (or in the absence of a recognised cycle, averaged over the previous six (6) months) but excluding any additional payments for overtime, call back or the like.

### 40.2 Redeployment

In the case of redundancy, all reasonable efforts will be made to redeploy the Employee concerned elsewhere in the organisation, subject to the availability of a position similar in salary and status, vacant at the time of redundancy. In filling other existing vacancies, every reasonable consideration will be given to suitably qualified Employees whose positions are redundant.

Where an Employee is transferred to lower paid duties for reasons of redundancy the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated.

The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.

The amounts must be worked out on the basis of:

- i. the ordinary working hours to be worked by the Employee;
- ii. the amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and
- iii. any other amounts payable under the Employee's employment contract.

#### **40.3 Voluntary Early Retirement**

Volunteers for early retirement may be called for where the same or similar work done by more than one Employee within a department or division or a major part of it, can be done by a lesser number of Employees. Where selection is necessary, the following will be considered:

- i. ability to discharge duties;
- ii. length of service;
- iii. special circumstances such as the need to retain specific skills; and
- iv. any other relevant factors.

The Employer reserves the right to accept or reject an application for voluntary early retirement.

#### **40.4 Notice to Employees**

In cases of redundancy, the Employer will provide four (4) weeks' notice of termination or payment in lieu thereof.

The notice period will be extended by one (1) week where an Employee is over 45 years of age.

Notwithstanding the provisions of this clause, an Employee engaged by the Employer after the date that the Agreement is approved by the FWC whose employment ceases by way of redundancy will receive notice of termination or payment in lieu of notice in accordance with Clause 38.2 of this Agreement instead of the above.

#### **40.4 Severance Payments**

Upon termination through redundancy, an Employee will receive a severance payment calculated as follows:

- i. Two (2) weeks' pay for each completed year of service plus a pro-rata payment for the final year of service where it is less than a full year or as per the NES whichever is greater.
- ii. The severance payment shall be in addition to the notice provisions outlined above, provided the maximum amount of payment following redundancy is 12 months' pay including the notice period.

#### **40.5 Additional Benefits**

An Employee who is permitted the exclusive private use of a motor vehicle and whose employment is terminated by reason of redundancy will be permitted to retain the use of that vehicle for one calendar month following their date of termination. "Exclusive private use" is defined to mean that no other Employee is, or will be, required to use the said vehicle in the performance of their duties.

#### **40.6 Employee Leaving During Notice**

An Employee whose employment is terminated for reasons of redundancy, may resign during the period of notice, and shall be entitled to the same benefits and payments under this clause had such Employee remained with the Employer until the expiry of such notice, provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

#### **40.7 Alternative Employment**

The Employer, in a particular case, may make application to the FWC to have the general severance pay prescription amended if the Employer obtains acceptable alternative employment for an Employee.

#### **40.8 Employees with Less than One (1) Year of Service**

For Employees with less than one (1) year of continuous service the general obligation on the Employer shall be no more than to give relevant Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the relevant Employees in obtaining suitable alternative employment.

#### **40.9 Employees Exempted**

Redundancy entitlements shall not apply:

- i. Redundancy entitlements will not apply to an Employee whose employment is terminated because of serious misconduct, or
- ii. to Employees engaged for a specific period or task(s); or
- iii. to casual Employees.

#### **40.10 Exemption where Transmission of Business Occurs**

The redundancy provisions are not applicable where a business is transmitted from an Employer (transmitter) to another Employer (transmittee), in any of the following circumstances:

- i. where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmitter, and any prior transmitter, to be continuous service of the Employee with the transmittee; or
- ii. where the Employee rejects an offer of employment with the transmittee:
  - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmitter; and
  - which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee. The FWC may amend this clause if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### **40.11 Incapacity to Pay**

The Employer in a particular redundancy case may make application to the FWC to have the general severance pay prescription amended on the basis of the Employer's incapacity to pay.



# Part H. Miscellaneous

## 41. Flexibility

**41.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- i. the Agreement deals with one (1) or more of the following matters:
  - arrangements about when work is performed;
  - overtime rates;
  - penalty rates;
  - allowances;
  - leave loading; and
- ii. The arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- iii. The arrangement is genuinely agreed to by the Employer and Employee.

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

- i. are about permitted matters under section 172 of the Fair Work Act 2009; and
- ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and
- iii. result in the Employee being better off overall than the Employee would be if no arrangement was made.

**41.3** The Employer must ensure that the individual flexibility arrangement:

- i. is in writing; and
- ii. includes the name of the Employer and Employee; and
- iii. 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
- iv. includes details of:
  - the terms of the Agreement that will be varied by the arrangement; and
  - how the arrangement will vary the effect of the terms; and
  - 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
  - states the day on which the arrangement commences.

**41.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**41.5** The Employer or Employee may terminate the individual flexibility arrangement:

- i. by giving no more than 28 days written notice to the other party to the arrangement; or
- ii. if the Employer and Employee agree in writing at any time.

## 42. Uniforms

All employees required to wear a uniform will be provided with necessary garments (items) at the time of initial engagement. Employees that are required to wear a uniform must ensure it is worn in line with the Uniform Policy, as varied from time to time.

Only garments (items) provided from the Employer's official uniform supplier may be worn as a uniform. Articles that are of similar design or are a similar colour are not permitted to be worn as "uniform".

Courier drivers and specimen collectors, who by the nature of their work may be required to work in wet weather, will be supplied with adequate wet weather clothing.

Employees will receive yearly allocation. The Employer will provide additional uniforms in accordance with reasonable wear and tear, as determined by Management.

## 43. Superannuation

Employees can elect to direct their personal contributions (if applicable), and superannuation guarantee contributions to their fund of choice. In the absence of an election by the Employee the default fund will be Health Employees Superannuation Trust Account (HESTA).

Employees may make contributions to an Income Protection Plan as part of their superannuation arrangements by either post-tax contribution or salary sacrifice.

HESTA has a My Super product.

## 44. Public Holidays

### 44.1 Full-Time Employees

All full-time Employees covered by this Agreement are entitled to the following public holidays, without loss of pay.

Where normal paid hours fall on a public holiday and work is not performed by the Employee, such Employee shall be paid at ordinary time rates for the hours that they would otherwise have worked:

- i. New Year's Day;
- ii. Australia Day;
- iii. Good Friday;
- iv. Easter Saturday;
- v. Easter Monday;
- vi. Anzac Day;
- vii. Queen's Birthday;
- viii. Labour Day;
- ix. Christmas Day;
- x. Boxing Day;

### 44.2 The day gazetted for the local show in the appropriate area;

- i. Any additional public holiday that is proclaimed or gazetted by the authority of the Commonwealth Government or the State Government that is required to be observed by persons throughout that State or locality thereof or where such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed;
- ii. No Employee shall be entitled to receive more than one (1) day per year as Show Day;
- iii. Or any day appointed under the Holidays Act 1983 to be kept in place of any such holiday.

#### **44.3 Part-Time Employees**

Where a part-time Employee's normal paid hours fall on a public holiday and work is not performed by the Employee, such Employee shall be paid at ordinary time rates for the hours that they would otherwise have worked. Where the Employee works on the holiday, such Employee shall be paid in accordance with this Agreement.

#### **44.4 Substitution of Certain Public Holidays that Fall on a Weekend**

Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.

Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.

Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.

#### **44.5 Substitution of Public Holidays by Agreement at the Enterprise**

By agreement between the Employer and an individual Employee/s in the relevant enterprise or relevant section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

The Employer and any individual Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

Nothing in this clause confers a right to an Employee to payment for the public holiday as well as a substituted day in lieu of a public holiday. Payment for Time Worked on a Public Holiday Full-Time and Part-Time Employees Full-time and part-time Employees required to work on a public holiday shall be paid for a minimum of four (4) hours work at the rate of double time and one half of the Employee's ordinary time rate of pay. This payment is to continue until the Employee is relieved from duty.

#### **44.6 Casual Employees**

Casual Employees who are required to work on public holidays shall be paid at the rate of double time and one half plus the casual loading of 25% of the normal rate of pay.

The public holiday penalties specified in this clause are paid instead of, and are not cumulative upon, overtime penalties (clause 20.10), shift loadings (Clause 18) and weekend penalties (Clause 20.14).

#### **44.7 Rostered Day Off Falling on a Public Holiday**

Where a full-time Employee's ordinary hours of work are structured to include a day off and such day falls on a public holiday, the Employee is entitled to, at the discretion of the Employer, either:

- i. One (1) day's wages at ordinary rates; or
- ii. A substitute day off on an alternative weekday.

Where an employee works a compressed working week, the employee will receive the benefit of the public holiday, if it falls on one of their ordinary working days. Where a public holiday falls on a day that is not their ordinary working day, the employee will not be entitled to the public holiday.

**44.8 Public Holidays Falling During a Period of Paid Leave**

If a public holiday falls within an Employees period of annual leave and is on a day which the Employee would ordinarily have worked:

- i. The number of hours that the Employee would ordinarily have worked on that day will be added to the period of annual leave.

If a public holiday falls within an Employees period of personal leave and is on a day which the Employee would ordinarily have worked:

- i. The number of hours that the Employee would ordinarily have worked on that day shall not be deducted from the employee's personal leave balance.

Long service leave is exclusive of public holidays.

## 45. Training & Related Matters

**45.1 Conferences**

Employees will be paid for attendance at conferences, seminars or workshops that occur during ordinary working time where such attendance is authorised by the Employer and where the subject matter is directly related to the Employee's employment.

**45.2 Occupational Health and Safety Matters, Equipment, Tools and Amenities**

- i. Breakages

- The Employer will not charge any sum against, nor deduct any sum from, the wages of an Employee in respect of breakages of utensils, except in the case of wilful misconduct.

**45.3 Time and Wages Record**

The Employer will keep time and wages records in accordance with the requirements of the Fair Work Act 2009 (Cth).

**45.4 Renegotiation of the Agreement**

Discussions to commence the renegotiation of this Agreement will commence four (4) months prior to the nominal expiry date with a formal meeting called at or as close to that 4-month mark as possible, with all parties to the Agreement to discuss the plan for the bargaining to commence.

# Part I. Signatures

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*This Agreement is made under the provisions of the Fair Work Act 2009 (Cth).*

**SIGNED FOR AND ON BEHALF OF QML/TML  
PATHOLOGY**

***Signature:***

***Full Name:***

***Address:***

***Position:***

***Date:***

**WITNESS BY**

***Signature:***

***Full Name:***

***Address:***

***Position:***

***Date:***

**EMPLOYEE REPRESENTATIVE**

***Signature:***

***Full Name:***

***Address:***

***Position:***

***Organisation:***

***Date:***

**WITNESS BY**

***Signature:***

***Full Name:***

***Address:***

***Position:***

***Date:***

**EMPLOYEE REPRESENTATIVE**

***Signature:***

***Full Name:***

***Address:***

***Position:***

***Organisation:***

***Date:***

**WITNESS BY**

***Signature:***

***Full Name:***

***Address:***

***Position:***

***Date:***

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**EMPLOYEE REPRESENTATIVE**

***Signature:***

***Full Name:***

***Address:***

***Position:***

***Organisation:***

***Date:***

**WITNESS BY**

***Signature:***

***Full Name:***

***Address:***

***Position:***

***Date:***



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**EMPLOYEE REPRESENTATIVE**

***Signature:***

***Full Name:***

***Address:***

***Position:***

***Organisation:***

***Date:***

**WITNESS BY**

***Signature:***

***Full Name:***

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**EMPLOYEE REPRESENTATIVE**

***Signature:***

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***Position:***

***Organisation:***

***Date:***

**WITNESS BY**

***Signature:***

***Full Name:***

***Address:***

***Position:***

***Date:***

# Schedule 1

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## 1. Application

This Schedule applies to designated permanent relief Employees engaged by the Employer on or before the 31 January 2022.

For the purposes of this clause, “designated permanent relief Employees” shall mean designated individuals who, with agreement during their employment, work in various identified QML EBA positions on an as needed basis. These employees may be required to travel to various sites according to the daily operational requirements of the business and may be required to work over seven (7) days a week including Sundays and Public Holidays.

This Schedule is read in conjunction with Clause 27 (Annual Leave) of this Agreement but will prevail over that clause to the extent of any inconsistency.

## 2. Annual Leave

In addition to the period of annual leave prescribed for a full-time Employee in Clause 27, a designated full-time permanent relief Employee shall be entitled to an additional one (1) week (38 hours) annual leave up to a maximum annual leave accrual of 5 weeks (190 hours) per annum. This means that a designated full-time permanent relief Employee who is a Shiftworker for the purposes of Clause 27 and entitled to five weeks annual leave as a shiftworker will not be entitled to any additional annual leave under this Schedule.

A designated part-time permanent relief Employee shall be entitled to an additional one (1) week (38 hours) annual leave up to a maximum annual leave accrual of 5 weeks (190 hours) per annum on a pro- rata basis.

# Schedule 2 Classifications

Pathology Collections	
<i>This Classification is in conjunction with Pathology Collector Position Description.</i>	
Level	Description
<b>Level 5</b>	This is entry level for all Pathology Collectors. Required to complete structured training within 3 months of commencement and successful completion of proficiency assessment during this time period.
<b>Level 4</b>	<p>Progression to Level 4 is upon successful completion of proficiency assessment of Level 5. A Pathology Collector at this Level will commence training in different complex collections/skills, minimum two (as per complex collections stated below). This Level may be entry level for Employee with verified previous relevant industry experience recognised by the Company.</p> <p>An Employee at this Level, performs work above the skills of Employee at Level 5 and demonstrates:</p> <ul style="list-style-type: none"> <li>• Understanding in all aspects of collections;</li> <li>• High level of WH&amp;S, quality practices;</li> <li>• Is able to work in a variety of locations as required, including clinics and on road; and</li> <li>• Low error and recollects.</li> </ul>
<b>Level 3</b>	<p>Progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) of continuous service at Level 4 and successful proficiency assessment and sign-off of three complex skills.</p> <p>Responsibilities of an Employee at this Level is Level 4, plus, an Employee at this Level will also support the professional development of Student Placements.</p>
<b>Level 2</b>	<p>Progression to this Level is upon completion of completion of 1824 hours (or 18 months maximum for part-time) of continuous service at Level 3 and successful proficiency assessment and sign-off of four complex skills.</p> <p>Responsibilities of an Employee at this is Level 4 and Level 3.</p>
<b>Level 2.1</b>	<p>By Appointment by the Employer, an Employee is employed as an Homevisit, Commercial or Reliever Pathology Collector.</p> <p>If a Collector with more than 12 months experience and is employed in a dual-role i.e. collector/lab and performing that role on a weekly basis, they will be recognised at this level.</p>

## R1

<b>Level 2.2</b>	By appointment by the Employer, an Employee is employed as an experienced Hospital Collector or Designated Trainer.
<b>Level 1</b>	<p>By appointment by the Employer. A Pathology Collector may be appointed by QML to Level 1 as a Collection Supervisor. An Employee at this level is a member of the leadership team and to the levels of his/her competence/training:</p> <ul style="list-style-type: none"><li>• Participates in short and long term planning for the area; and</li><li>• Possesses broad technical knowledge and the ability to seek innovative solutions to problems.</li></ul> <p>Will be required to supervise groups of staff and recruit new staff, conduct performance appraisals and make recommendations for staff advancement and/or discipline.</p>

*\*For skills recognition, the employee must work in a clinic/site that offers the applicable skill or in a relief position and utilises the skill regularly and routinely*

*\*\*For collectors with prior experience, upon completion of proficiency assessment, will commence at the equivalent level based upon their service tenure and skill/s*

### **Complex Collections (for example)**

- Utilization of online Collections module and payment
- Advanced Paediatrics (0-5 years)
- Paediatrics (6- 12 years)
- Ambulatory Blood Pressure (ABP) Holter Monitoring/ECG
- Arterial Blood Gases,
- Drugs of Abuse Testing
- Q Fever, Mantoux
- Venesections

**Couriers and Despatch**

*This Classification is in conjunction with Courier Position Description and Despatch Position Description.*

Level	Description
<b>Level 5</b>	This is entry level for all Couriers. Required to complete structured training within 3 months of commencement and successful completion of proficiency assessment during this time period.
<b>Level 4</b>	<p>Progression to Level 4 is upon successful completion of proficiency assessment of Level 5. This Level may be entry level for Employee with verified previous relevant industry experience recognised by the Company.</p> <p>A Courier Level 3 is proficient in all aspects of Courier driving and can demonstrate competency in the following:</p> <ul style="list-style-type: none"> <li>• Demonstrates a wider knowledge of courier coding and handling of specimens;</li> <li>• Can operate on multiple runs;</li> <li>• Proactively develops and maintains relationships with both internal and external customers providing feedback to Courier Supervisors in relation to competitors and new doctors;</li> <li>• Responsible for the cleanliness of their vehicle and</li> <li>• Proactively makes suggestions for improvement to courier runs.</li> </ul> <p>Competency to perform the duties at this level will be determined by examination of training records and performance review.</p>
<b>Level 3</b>	<p>Progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) of continuous service at Level 4.</p> <p>Despatch employee progression to this Level is upon successful completion of probation period (6 months at Level 4). Commencement level for Despatch employee with relevant prior experience.</p> <p>An employee that is employed in a dual-role of Courier and Despatch and perform both roles on a fortnightly basis.</p>
<b>Level 2</b>	<p>By appointment by the Employer. A courier Level 2 is considered an experienced courier and has demonstrated proficiency in multiple courier runs or appointment employed as a Designated Courier Trainer.</p> <p>They will be able to aid Courier Supervisors with daily courier operations. A Courier in this position demonstrates time management skills, strong customer service skills, and the ability to efficiently conduct courier operations.</p>

R1

<p><b>Level 1</b></p>	<p>By appointment by the Employer. A Courier may be appointed to Level 1 as a Supervisor. An Employee at this level is a member of the management team with input to the levels of his/her competence/training: The supervision of other Employees is a regular and substantial part of the Employee's duties. Expected tasks include:</p> <ul style="list-style-type: none"> <li>• Maintaining and communicating work instructions;</li> <li>• Conducting on the job training;</li> <li>• Dispute/conflict resolution;</li> <li>• Rostering and work schedules; and</li> <li>• Liaising with the Courier/Branch Manager regarding courier issues in general</li> </ul> <p>Will be required to supervise and recruit new staff, conduct performance appraisals of existing staff and make recommendations for staff advancement and or discipline.</p>
<p><b>Level 4</b></p>	<p>This is the Entry level for Despatch employee, during probation period. During this time Despatch employee will understand and know:</p> <ul style="list-style-type: none"> <li>• All runs within the area serviced by the Despatch area.</li> <li>• Correct handling of pathology specimens.</li> <li>• Process and dispatch all incoming requests relevant to the Courier Department.</li> <li>• Appropriately handling of emergency events and coordinate the activities of the Urgent Couriers.</li> </ul> <p>Required to complete structured training within 6 months of commencement and successful completion of proficiency assessment during this time period.</p>
<p><b>Level 3</b></p>	<p>Despatch employee progression to this Level is upon successful completion of probation period (6 months at Level 4). Commencement level for Despatch employee with relevant prior experience.</p> <p>An employee that is employed in a dual-role of Courier and Despatch and perform both roles on a fortnightly basis.</p>
<p><b>Level 2</b></p>	<p>By appointment by the Employer, Despatch employee with 1824 hours at Level 3 (or 18 months maximum for part-time) and successful completion of proficiency assessment, experienced team member.</p>
<p><b>Level 2.1</b></p>	<p>By appointment by the Employer, Despatch employee with 1824 hours at Level 2 (or 18 months maximum for part-time) and successful completion of proficiency assessment, highly experience in all areas of despatch and provides solutions for continuous improvement. Recognised as a senior member of the team and point of call for the department. May assist with training new team members.</p>
<p><b>Level 1</b></p>	<p>By appointment by the Employer. A Despatch employee may be appointed to Level 1 as a Supervisor. An Employee at this level is a member of the management team with input to the levels of his/her competence/training: The supervision of other Employees is a regular and substantial part of the Employee's duties. Expected tasks include:</p> <ul style="list-style-type: none"> <li>• Maintaining and communicating work instructions;</li> <li>• Conducting on the job training;</li> <li>• Dispute/conflict resolution;</li> <li>• Rostering and work schedules; and</li> </ul> <p>Will be required to supervise and recruit new staff, conduct performance appraisals of existing staff and make recommendations for staff advancement and or discipline.</p>



**Customer Experience Centre & Data Entry***This Classification is in conjunction with Customer Experience Centre and Data Entry Position Description.*

Level	Description
<b>Level 4</b>	On appointment. No prior experience is required. Required to complete structured training within 12 months of commencement and successful completion of proficiency assessment during this time period.
<b>Level 3</b>	Progression to this level is upon completion of 1824 hours (or 18 months maximum for part-time) of continuous service at Level 4, provided the Employee is proficient in all areas of routine work. Capable of completing daily tasks competently, requiring minimal supervision. Works effectively as a member of the team. This Level may be entry level for Employee with previous relevant industry experience recognised by the Company.
<b>Level 2</b>	Progression to this level is upon completion of 1824 hours (or 18 months maximum for part-time) of continuous service at Level 3 and have attained a standard of proficiency demonstrating consistent adherence to procedures, customer focus, time management, self-direction and use of applicable technology and consistently achieving departmental KPI's. Satisfies the above criteria as evidenced by training records and performance review.
<b>Level 1</b>	By appointment by the Employer, an Employee at this level is recognised as a Senior Customer Specialist. Expert and fully skilled with a high standard of proficiency, champions continuous improvement, seeks opportunities, searches for innovative solutions to problems, level of knowledge sufficient for them to provide independent advice and/or information to the organisation, doctors and patients in relation to specific areas of their responsibility.

**Laboratory Support**

*This Classification is in conjunction with Laboratory Support Position Description.*

Level	Description
<b>Level 5</b>	<p>On appointment. No prior experience. This is entry level for all Laboratory Assistants. Required to complete structured training and successful completion of probation period.</p> <p>Work is reviewed and technical guidance is provided as required. Close supervision is required using established practices, procedures and instructions.</p>
<b>Level 4</b>	<p>Progression to this Level is upon completion of probation period or has previous relevant industry experience recognised by the Company. Capable of completing daily tasks competently, requiring minimal supervision. Works effectively as a member of the laboratory team.</p>
<b>Level 3</b>	<p>Progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) of continuous service at Level 4 or has previous relevant industry experience recognised by the Company. Capable of completing daily tasks competently, requiring minimal supervision. Works effectively as a member of the laboratory team.</p>
<b>Level 2</b>	<p>Progression to this Level is upon completion of 1824 hours (or max. 18 months for part-time) of continuous service at Level 3 provided the Employee is a resourceful and knowledgeable staff member with a range of skills and the ability to solve common sample and workflow related problems. May make suggestions/ideas regarding procedural improvements in cooperation/consultation with senior staff. An ability to participate in training of staff is assumed for all classifications from this level upwards.</p>
<b>Level 1</b>	<p>By appointment by the Employer. An employee at this level is employed as a Team Leader or Subject Matter Expert (SME). Relevant criteria for appointment to this level will include supervisory responsibility for staff and/or significant numbers of Employees, understanding the complexities inherent in the successful administration of individual workplaces and the degree of difficulty associated with any business mandate that may apply. A high level of expertise and experience is mandatory. Incumbent will be regarded as pivotal to the successful operation of the department/branch.</p>
<b>Level 8</b>	<p>By appointment. An Employee at this level is employed as a Laboratory Technician. Minimum of a relevant Diploma qualification (or equivalent). Work is reviewed and technical guidance is provided as required. Close supervision is required using established practices, procedures and instructions.</p>
<b>Level 7</b>	<p>By appointment, progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) of continuous service at Level 8. Additionally, the Employee demonstrates the technical proficiency to perform routine analyses in a timely and competent manner with minimal supervision. Works effectively, efficiently and cooperatively with other members of laboratory team. May be approached by more senior staff to provide ideas and input when problem solving. May be used as entry level for candidates with relevant external experience.</p>

R1

<b>Level 6</b>	By appointment, progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) at Level 7.
<b>Level 5</b>	By appointment, progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) at Level 6.
<b>Level 4</b>	By appointment, progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) at Level 5.
<b>Level 3</b>	By appointment, progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) at Level 4.
<b>Level 2</b>	By appointment, progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) at Level 3.
<b>Level 1</b>	By appointment by the Employer. An employee at this level is employed as a Laboratory Technician Team Leader. Relevant criteria for appointment to this level may include supervisory responsibility for significant numbers of Employees, the complexities inherent in the successful administration of individual workplaces, and the degree of difficulty associated with any business mandate that may apply. A high level of expertise and experience is mandatory. Incumbent will be regarded as pivotal to the successful operation of the department.

**Service Assistant – Warehouse, Vaccines & Stores**

*This Classification is in conjunction with Service Assistant Position Description.*

Level	Description
<b>Level 4</b>	On appointment. No prior experience. Required to complete structured training and successful completion of probation period. Work is reviewed and guidance is provided as required. Close supervision is required using established practices, procedures and instructions.
<b>Level 3</b>	<p>Progression to this Level is upon completion of successful probation, provided the Employee demonstrates:</p> <ul style="list-style-type: none"> <li>• A wider knowledge of labelling, and packaging of materials and goods;</li> <li>• Has a good understanding of the requirements for the transport of Vaccines, Doctor Supplies or Hazardous/Dangerous Goods;</li> <li>• The ability to communicate effectively, instruct and train new Employees when required;</li> <li>• Consistent adherence to procedures;</li> <li>• An understanding and working knowledge of Workplace Health &amp; Safety and;</li> <li>• Competency in use of inventory or MYOB system to level of access granted.</li> <li>• Competency in administration duties and customer service as required.</li> </ul> <p>Services Assistants at this level in the warehouse may have completed course in Forklift licence and obtained a Forklift licence OR may have completed a Dangerous goods course. If obtained Forklift ticket, operates the forklift as instructed by the Warehouse Supervisor and in accordance with QML standard operating procedures. QML Workplace Health and safety guidelines must be adhered to at all times. Staff member must complete performance review and an independent interview with Warehouse Supervisor and Supply Supervisor to progress.</p>
<b>Level 2</b>	<p>Progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) at Level 3 provided the Employee demonstrates:</p> <ul style="list-style-type: none"> <li>• Competency in all areas of warehouse, Dr Supplies or vaccines procedures;</li> <li>• Competency in all areas of Archive warehouse procedures and guidelines;</li> <li>• Has a complete knowledge of labelling and packaging of materials and Warehouse/ Vaccines products;</li> <li>• May have a dangerous goods certificate in the warehouse and may hold a forklift licence;</li> <li>• Competency in use of inventory or MYOB system to level of access granted; and</li> <li>• A complete understanding and working knowledge of Workplace Health &amp; Safety.</li> <li>• May coordinate shift supervision and or assist with higher level administrative support as required.</li> </ul> <p>Staff member must complete performance review and an independent interview with Warehouse Supervisor and Supply Manager to progress to this level.</p>
<b>Level 1</b>	By appointment by the Employer. Recognised member of the management team, participating in short term and long-term planning for area as well as supervision of staff. Possesses broad technical knowledge and the ability to seek innovative solutions to problems. Must also undertake and pass dangerous goods course if employed in the Warehouse. Must promote QML Workplace Health and safety guidelines.

<b>Medical Typist</b>	
<i>This Classification is in conjunction with Medical Typist Position Description.</i>	
<b>Level</b>	<b>Description</b>
<b>Level 3</b>	On appointment. Tasks for the Employee in this level involve transcription of medical reports where a significant part of daily duties involves typing of the following reports macroscopic histology, simple microscopic histology, cytology and simple bone marrow and flow cytometry reports.
<b>Level 2</b>	Progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) at Level 3, provided the Employee is proficient in all areas of routine work and perform competently and without supervision.
<b>Level 1</b>	By appointment by the Employer. Expert medical typist fulfilling the criteria for Level 2 and meeting one or more of the following criteria: <ul style="list-style-type: none"> <li>• May plan and assign work for other staff and be able to assist with rostering problems and identifying training needs of other staff;</li> <li>• May give assistance and/or guidance (including guidance in relation to quality of work) to Employees and train new and existing staff;</li> <li>• Be a Supervisor of a section of administrative assistants.</li> </ul>

**Warfarin Consultants***This Classification is in conjunction with Warfarin Position Description.*

<b>Level</b>	<b>Description</b>
<b>Level 4</b>	Entry level to Warfarin clinic with no prior Warfarin clinic knowledge. Employee is being trained and receiving basic instructions of the work to be performed. Acquiring knowledge and skills in all aspects of department function as well as customer service and telephone handling skills, company policies and procedures. At this level Employees require ongoing supervision & coaching. Work is reviewed and guidance is provided as required.
<b>Level 3</b>	Progression to this Level is upon completion of 1824 hours (or 18 months maximum for part-time) at Level 4, or may be used as an entry level for team members with prior Warfarin clinic service or medical, laboratory, nursing experience.
<b>Level 2</b>	By appointment by the Employer. Employee is a recognised experienced member of the team and point-of-call for the department. Expert and fully skilled in routine Warfarin clinic. An Employee at this Level can work with a high degree of autonomy and independent judgement and may provide technical guidance/training to other Employees performing work within the same technical field.
<b>Level 1</b>	By appointment a Warfarin Priority Consultant at this level champions continuous improvement, seeks opportunities, searches for innovative solutions to problems, advocates needs of self and others to improve processes. Works independently and is able to demonstrate advanced problem solving/decision making within guidelines to manage customer calls.

<b>Scientist</b>	
<i>This Classification is in conjunction with Scientist Position Description.</i>	
<b>Level</b>	<b>Description</b>
<b>Level 6</b>	On appointment. Medical Laboratory Science degree (or equivalent). No relevant experience necessary. Required to complete structured training and successful completion of probation period.
<b>Level 5</b>	Progression to this level after successful completion of probation period. Provided the Employee demonstrates the technical proficiency to perform routine analyses in a timely and competent manner with minimal supervision. Works effectively, efficiently and cooperatively with other members of laboratory team. May be approached by more senior staff to provide ideas and input when problem solving. May be used as entry level for candidates with relevant external experience.
<b>Level 4</b>	Progression to this level after 1824 hours at Level 5 provided the Employee demonstrates proficiency in more technically demanding analyses. Contributes to efficiency of laboratory by suggesting improvements to procedures. Demonstrates ability to undertake some specialised projects with advice/supervision. May undertake writing of procedures with supervision if required. Contributes to maintenance of work standards and environment by volunteering in areas such as Workplace Health and Safety, Quality Control, continuing education etc. Staff at this level and above may assist with training and contribute to the Quality System. May be approached by more senior staff to provide ideas and input when problem solving and be used as entry level for candidates with relevant external experience.
<b>Level 4.1</b>	An Employee at this level has spent 1824 hours at Level 4 and has obtained a satisfactory performance review in accordance with QML Pathology policy. Will be required to supervise and recruit new staff, conduct performance appraisals of existing staff and make recommendations for staff advancement and or discipline.
<b>Level 4.2</b>	An Employee at this level has spent 1824 hours at Level 4.1 and has obtained a satisfactory performance review in accordance with QML Pathology policy.
<b>Level 4.3</b>	An Employee at this level has spent 1824 hours at Level 4.2 and has obtained a satisfactory performance review in accordance with QML Pathology policy.
<b>Level 4.4</b>	An Employee at this level has spent 1824 hours at Level 4.3 and has obtained a satisfactory performance review in accordance with QML Pathology policy.
<b>Level 3</b>	Progression to this level after 1824 hours at Level 4.4 provided the Employee demonstrates proficiencies as for Level 4 plus a wider knowledge of laboratory function and technical expertise, keeping abreast of current developments and trends in areas of expertise. Identifies and analyses issues, problems and opportunities in a timely and effective manner, developing appropriate solutions or taking effective action to achieve objectives beyond what is required and may be regarded as a reference point when relevant information is sought by management and/or industry representatives. Demonstrates ability to communicate effectively, instruct and supervise staff when required. Consistently adheres to and monitors procedures, actively contributing to the Quality System.  Demonstrates an understanding of WH&S and promotes awareness and compliance among staff; monitors and reviews safety procedures. Participates in developing an environment conducive to teamwork by working effectively with the work group, building on the ideas of others and supporting group decisions.

R1

	Proactively develops relationships with both internal and external customers, anticipating and providing solutions to customer needs and giving priority to customer satisfaction. Satisfies the above criteria as evidenced by training records (documented attendance at conferences, seminars, interest groups etc) and performance reviews.
<b>Level 3.1</b>	An Employee at this level has spent 1824 hours at Level 3 and has obtained a satisfactory performance review in accordance with QML Pathology policy. Employees at this level may undertake mentoring of staff, additional tasks/duties.
<b>Level 3.2</b>	An Employee at this level has spent 1824 hours at Level 3.1 and has obtained a satisfactory performance review in accordance with QML Pathology policy.
<b>Level 3.3</b>	By appointment, an Employee that has completed additional studies, training or holds a relevant post graduate qualification, has spent 1824 hours at Level 3.2 and has obtained a satisfactory performance review in accordance with QML Pathology policy.
<b>Level 2</b>	By appointment by the Employer. An Employee at this level is either an expert in an area of scientific knowledge or has a broad depth of knowledge across multiple disciplines, may occasionally supervise a small team or may have an appointed senior training role or other appointed role.
<b>Level 2.1</b>	An Employee at this level has spent 1824 hours at Level 2 and has obtained a satisfactory performance review in accordance with QML Pathology policy.
<b>Level 2.2</b>	An Employee holds a relevant post graduate qualification, has spent 1824 hours at Level 2.1 and has obtained a satisfactory performance review in accordance with QML Pathology policy.
<b>Level 1A</b>	By appointment by the Employer. Recognised member of management team. Relevant criteria for appointment to this level may include supervisory responsibility for Level 2 Supervisors and/or significant numbers of Employees, the complexities inherent in the successful administration of individual workplaces, and the degree of difficulty associated with any business mandate that may apply. A high level of expertise and experience is mandatory. Incumbent will be regarded as pivotal to the successful operation of the department.
<b>Level 1B</b>	By appointment by the Employer. The proficiencies required for appointment to this level are essentially the same as for Level 1A. The incumbent will be required to perform at a level significantly higher than for Level 1A with respect to one or more of the stated criteria. This will often, but not always be attributable to the larger size or number of laboratories under the incumbent's control/supervision.



**Tradesperson***This Classification is in conjunction with Tradesperson Position Description.*

<b>Level</b>	<b>Description</b>
<b>Level 3</b>	Tradesperson – base grade
<b>Level 2</b>	Tradesperson
<b>Level 1</b>	By appointment by the Employer – Tradesperson with supervisory responsibilities.

**Electronic Technician***This Classification is in conjunction with Electronic Technician Position Description.*

<b>Level</b>	<b>Description</b>
<b>Level 3</b>	On appointment by the Employer
<b>Level 2</b>	After six months probation
<b>Level 1</b>	By appointment by the Employer – Electronic Technician with supervisory responsibilities.

**Lab Support Officer (IT): EDI & Training**

*This Classification is in conjunction with Lab Support Officer (IT): EDI & Training Position Description.*

Level	Description
<b>Proposed</b>  <b>Level 3</b>	<p>On appointment. Employees at this level require relevant job-specific training, can be allocated non-complex tasks, require routine supervision and require peer- review of work performed. They can perform basic job-relevant functions using existing material and processes with constant supervision. They should possess basic user-level knowledge and skills.</p>
<b>Proposed</b>  <b>Level 2</b>	<p>An Employee at this level has demonstrated appropriate knowledge and skills and obtained a satisfactory performance review in accordance with QML Pathology policy. Employees at this level possess a high level of knowledge of processes, can: fault-find without supervision, liaise with vendors, train users, develop training &amp; testing material, and document processes &amp; procedures. They can successfully undertake work that is at a high level of specialty with some supervision. They can supervise other staff in their section and recommend improvements to software and processes. They possess good interpersonal skills with vendors and both internal and external customers.</p>
<b>Proposed</b>  <b>Level 1</b>	<p>By appointment by the Employer. Employees at this level can participate in system design discussions with application architects as well as perform system testing. They will regularly and successfully undertake work that is at a high level of specialty with broad specification and little supervision. Can exercise independence and judgment in formulating and resolving complex IT issues. Proven ability to identify business impact of IT activities and formulate methods to minimize this impact. Have proven skills in supervising other IT officers and may take a supervisory role in the absence of the Manager.</p>

**Lab Support Officer (IT): Desktop Support/Helpdesk**

*This Classification is in conjunction with Lab Support Officer (IT): Desktop Support/Helpdesk Position Description.*

Level	Description
<b>Proposed</b>  <b>Level 3</b>	<p>On appointment. Employees at this level require relevant job-specific training, are able to be allocated non-complex tasks, require routine supervision and require peer-review of work performed. They can perform basic job-relevant functions using existing material and processes with constant supervision. They should possess basic user-level knowledge and skills.</p>
<b>Proposed</b>  <b>Level 2</b>	<p>An Employee at this level has demonstrated appropriate knowledge and skills and obtained a satisfactory performance review in accordance with QML Pathology policy. They demonstrate the following:</p> <ul style="list-style-type: none"> <li>• Can perform 1st and some 2nd level fault finding, and actively participate in fault finding with other 2nd and 3rd level teams.</li> <li>• Are capable of analysing and reporting trends and demonstrate an ability to track and manage fault escalations.</li> <li>• Can supervise other staff in their section and recommend improvements to software and processes.</li> <li>• Can successfully undertake work that is at a high level of specialty with some supervision.</li> </ul> <p>Employees at this level can recommend hardware and software solutions to users and management. They possess good 2nd level fault finding skills. They have a good working knowledge of desktop hardware.</p>
<b>Proposed</b>  <b>Level 1</b>	<p>By appointment by the Employer. Employees at this level can participate in system design discussions with application architects as well as perform system testing. They demonstrate the following:</p> <ul style="list-style-type: none"> <li>• Will regularly and successfully undertake work that is at a high level of specialty with broad specification and little supervision.</li> <li>• Can exercise independence and judgment in formulating and resolving complex IT issues.</li> <li>• Proven ability to identify business impact of IT activities and formulate methods to minimize this impact.</li> <li>• Have proven skills in supervising other IT officers and may take a supervisory role in the absence of the Manager.</li> </ul>

**Lab Support Officer (IT): System Support**

*This Classification is in conjunction with Lab Support Officer (IT): System Support Position Description.*

Level	Description
<p><b>Proposed</b></p> <p><b>Level 3</b></p>	<p>On appointment. Employees at this level require relevant job-specific training, can be allocated non-complex tasks, require routine supervision and require peer- review of work performed. They can perform basic job-relevant functions using existing material and processes with constant supervision. They should possess basic user- level knowledge and skills.</p>
<p><b>Proposed</b></p> <p><b>Level 2</b></p>	<p>An Employee at this level has demonstrated appropriate knowledge and skills and have obtained satisfactory performance review in accordance with QML Pathology policy. They can successfully undertake work that is at a high level of specialty with some supervision. They demonstrate the following:</p> <ul style="list-style-type: none"> <li>• A working knowledge of a wide variety of network technologies and network protocols, client-server system technologies and database concepts and can perform database queries;</li> <li>• Able to undertake work that is specified by a broad management directive;</li> <li>• Possess extensive skills in Windows and UNIX systems support, including administration, network configuration and general system configuration as well as third party software installation;</li> <li>• Possess extensive skills and knowledge in client - server computing environment and knowledge of enterprise system technologies;</li> <li>• Able to identify and analyse system management and security issues and address these with appropriate technological solutions;</li> <li>• Able to undertake major IT projects using currently accepted IT project management techniques and methodologies;</li> <li>• Proficient in software development and able to write software in shell languages and scripting languages for a variety of different Operating System platforms without supervision; and</li> <li>• Able to provide business process integration advice using a diverse range of Information Technology solution offerings.</li> </ul>
<p><b>Proposed</b></p> <p><b>Level 1</b></p>	<p>By appointment by the Employer. Employees at this level can participate in system design discussions with application architects as well as perform system testing. They demonstrate the following:</p> <ul style="list-style-type: none"> <li>• Will regularly and successfully undertake work that is at a high level of specialty with broad specification and little supervision;</li> <li>• Can exercise independence and judgment in formulating and resolving complex IT issues;</li> <li>• Proven ability to identify business impact of IT activities and formulate methods to minimize this impact; and</li> <li>• Have proven skills in supervising other IT officers and may take a supervisory role in the absence of the Manager.</li> </ul>

**Lab Support Officer (IT): Developer**

*This Classification is in conjunction with Developer Position Description.*

Level	Description
<p><b>Proposed</b></p> <p><b>Level 3</b></p>	<p>On appointment. Employees at this level require relevant job-specific training, can be allocated non-complex tasks, require routine supervision and require peer- review of work performed. They can perform basic job-relevant functions using existing material and processes with constant supervision. They should possess basic user- level knowledge and skills.</p>
<p><b>Proposed</b></p> <p><b>Level 2</b></p>	<p>An Employee at this level has demonstrated appropriate knowledge and skills and obtained a satisfactory performance review in accordance with QML Pathology policy. They can successfully undertake work that is at a high level of specialty with some supervision. They demonstrate the following:</p> <ul style="list-style-type: none"> <li>• They have achieved technical proficiency with the programming languages and system environment of choice at QML;</li> <li>• Can document and design software systems and business processes effectively;</li> <li>• Able to undertake work that is specified by a broad management directive;</li> <li>• Ability to apply software engineering best practice to all situations;</li> <li>• Demonstrates resourcefulness and originality in problem solving;</li> <li>• Performs data analysis and project management under a broad management directive;</li> <li>• Able to set work priorities and develop work practices and procedures; and</li> <li>• Able to effectively communicate and liaise with clients on software requirements, testing and validation issues.</li> </ul>
<p><b>Proposed</b></p> <p><b>Level 1</b></p>	<p>By appointment by the Employer. Employees at this level can participate in system design discussions with application architects as well as perform system testing. They demonstrate the following:</p> <ul style="list-style-type: none"> <li>• Will regularly and successfully undertake work that is at a high level of specialty with broad specification and little supervision;</li> <li>• Can exercise independence and judgment in formulating and resolving complex IT issues;</li> <li>• Proven ability to identify business impact of IT activities and formulate methods to minimize this impact; and</li> <li>• Have proven skills in supervising other IT officers and may take a supervisory role in the absence of the Manager.</li> </ul>

# Schedule 3 Wage Rates

Position	Classification <i>PATHCOL</i>	1 July 2024 (First pay period on or after) p/hr	1 July 2025 (First pay period on or after) p/hr
Collections	Level 5	\$ 27.85	\$28.69
	Level 4	\$ 28.30	\$29.15
	Level 3	\$ 29.30	\$30.18
	Level 2	\$ 30.50	\$31.42
	Level 2.1	\$ 31.50	\$32.45
	Level 2.2	\$ 32.90	\$33.89
	Level 1	\$ 34.90	\$35.95

Position	Classification <i>COURIER</i>	1 July 2024 (First pay period on or after) p/hr	1 July 2025 (First pay period on or after) p/hr
Courier	Level 5	\$ 26.40	\$27.19
	Level 4	\$ 27.77	\$28.60
	Level 3	\$ 28.54	\$29.40
	Level 2	\$ 29.31	\$30.19
	Level 1	\$ 33.55	\$34.56
Despatch	Level 4	\$ 27.90	\$28.74
	Level 3	\$ 29.27	\$30.14
	Level 2	\$ 30.40	\$31.31
	Level 2.1	\$ 31.50	\$32.44
	Level 1	\$ 33.55	\$34.56

Position	Classification <i>LABASST</i> <i>LABTECH</i>	1 July 2024 (First pay period on or after) p/hr	1 July 2025 (First pay period on or after) p/hr
<b>Lab Support:</b> Lab Assistant	Level 5	\$ 25.90	\$26.68
	Level 4	\$ 26.50	\$27.30
	Level 3	\$ 28.50	\$29.36
	Level 2	\$ 30.00	\$30.90
	Level 1	\$ 32.24	\$33.21
<b>Lab Support:</b> Lab Technician	Level 8	\$ 30.90	\$31.83
	Level 7	\$ 31.70	\$32.65
	Level 6	\$ 33.33	\$34.33
	Level 5	\$ 35.71	\$36.78
	Level 4	\$ 37.00	\$38.11
	Level 3	\$ 39.40	\$40.58
	Level 2	\$ 43.50	\$44.81
	Level 1	\$ 44.50	\$45.84

Position	Classification <i>SCIENST</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Scientist	Level 6	\$	30.00	\$	\$30.90
	Level 5	\$	36.15	\$	\$37.23
	Level 4	\$	37.00	\$	\$38.11
	Level 4.1	\$	38.90	\$	\$40.07
	Level 4.2	\$	39.90	\$	\$41.10
	Level 4.3	\$	41.90	\$	\$43.16
	Level 4.4	\$	42.90	\$	\$44.19
	Level 3	\$	44.00	\$	\$45.32
	Level 3.1	\$	45.96	\$	\$47.34
	Level 3.2	\$	47.79	\$	\$49.22
	Level 3.3	\$	49.70	\$	\$51.19
	Level 2	\$	51.19	\$	\$52.72
	Level 2.1	\$	54.27	\$	\$55.90
	Level 2.2	\$	56.43	\$	\$58.12
	Level 1A	\$	57.33	\$	\$59.05
	Level 1B	\$	63.29	\$	\$65.19

Position	Classification <i>CUSTUP5</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Customer Experience and Data Entry	Level 4	\$	27.90	\$	\$28.74
	Level 3	\$	29.27	\$	\$30.14
	Level 2	\$	30.40	\$	\$31.31
	Level 1	\$	32.50	\$	\$33.48

Position	Classification <i>MEDTYP</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Medical Typist	Level 3	\$	31.02	\$	\$31.95
	Level 2	\$	32.54	\$	\$33.52
	Level 1	\$	34.05	\$	\$35.07

Position	Classification <i>SERVAST</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Warehouse, Vaccines & Stores	Level 4	\$	26.40	\$	\$27.19
	Level 3	\$	27.80	\$	\$28.63
	Level 2	\$	30.40	\$	\$31.31
	Level 1	\$	32.90	\$	\$33.89

Position	Classification <i>WARCON</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Warfarin	Level 4	\$	28.38	\$	29.23
	Level 3	\$	29.27	\$	30.14
	Level 2	\$	30.65	\$	31.57
	Level 1	\$	34.81	\$	35.85

Position	Classification <i>ELECTE</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Lab Support Officer (Electrician)	Level 3		\$47.22		\$48.64
	Level 2		\$48.92		\$50.39
	Level 1		\$52.32		\$53.89

Position	Classification <i>LABSDES</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Lab Support Officer (Desktop Support/Helpdesk)	Level 3		\$33.71		\$34.72
	Level 2		\$37.50		\$38.62
	Level 1		\$40.52		\$41.74

Position	Classification <i>LABSDEV</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Lab Support Officer (Development IT)	Level 3		\$45.40		\$46.77
	Level 2		\$49.19		\$50.66
	Level 1		\$54.48		\$56.12

Position	Classification <i>LABSEDI</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Lab Support Officer (EDI & Training IT)	Level 3		\$33.80		\$34.82
	Level 2		\$39.35		\$40.53
	Level 1		\$43.13		\$44.43

Position	Classification <i>LABSSYS</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Lab Support Officer (Systems Support IT)	Level 3		\$48.43		\$49.88
	Level 2		\$52.97		\$54.56
	Level 1		\$56.76		\$58.46

Position	Classification <i>TRADEPR</i>	1 July 2024 (First pay period on or after) p/hr		1 July 2025 (First pay period on or after) p/hr	
Tradesperson	Level 3		\$27.20		\$28.01
	Level 2		\$31.40		\$32.35
	Level 1		\$39.77		\$40.97



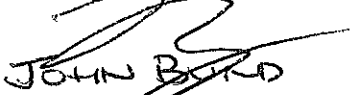


# Part I. Signatures


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*This Agreement is made under the provisions of the Fair Work Act 2009 (Cth).*


**SIGNED FOR AND ON BEHALF OF QML/TML  
PATHOLOGY**

Signature:   
Full Name: JOHN BURD  
Address: LEVEL 23,  
161 CASTLECREAGH ST  
SYDNEY, NSW 2000  
Position: NATIONAL EMPLOYEE  
RELATIONS MANAGER  
Date: 1<sup>ST</sup> NOVEMBER 2024

**WITNESS BY**


Signature:   
Full Name: JANE BOLAND  
Address: LEVEL 23, 161 CASTLECREAGH  
ST, SYDNEY, NSW 2000  
Position: RADIOLOGIST TALENT  
MANAGER,  
Date: 1<sup>ST</sup> NOVEMBER 2024

EMPLOYEE REPRESENTATIVE

*Signature:*   
*Full Name:* Godfrey Moase  
*Address:* 833 Bourke St,  
Docklands VIC 3008

*Position:* Director  
*Organisation:* United Workers Union  
*Date:* 04/11/2024

WITNESS BY

*Signature:*   
*Full Name:* Katie Calvert  
*Address:* 833 Bourke St,  
Docklands VIC 3008

*Position:* Paralegal  
*Date:* 04/11/2024

**EMPLOYEE REPRESENTATIVE**

*Signature:*

*Full Name:*

*Address:*

*Position:*

*Organisation:*

*Date:*

**WITNESS BY**

*Signature:*

*Full Name:*

*Address:*

*Position:*

*Date:*

EMPLOYEE REPRESENTATIVE

Signature: *R Moore*  
Full Name: Robbie Moore  
Address: 11 Clare St, Newtown  
Tas  
Position: Stube Secretary  
Organisation: HALSU  
Date: 04/11/2024

WITNESS BY

Signature: *Chelsea Menzie*  
Full Name: CHELSEA MENZIE  
Address: 11 CLARE ST, NEWTOWN,  
TAS  
Position: INDUSTRIAL ORGANISER,  
HALSU  
Date: 4/11/2024-

Matter number:

AG2024/4368

Healius Pathology Pty Ltd t/as QML  
Pathology and TML Pathology  
(Applicant)

Application:

Section 185 – Application for approval of a single  
enterprise agreement, namely QML / TML  
Pathology Enterprise Agreement 2024  
(Agreement)

### Undertaking- Section 190

For and on behalf of Healius Pathology Pty Ltd t/as QML Pathology and TML Pathology the Applicant in this matter, I, Felicity Templeman:

1. Declare that I am authorised to make this Undertaking for and on behalf of the Applicant, for reason that I hold the position of People & Culture Manager; and
2. Undertake that the Applicant has sought the views of all bargaining representatives for this undertaking pursuant to s.190(4) of the FW Act;
  - (a) understand that each undertaking is to be taken to be a term of the Agreement; and
  - (b) give the following undertakings with respect to the Agreement. References in this Undertaking are to clauses in the Agreement
3. Meal Allowance

Clause 19.5 (Meal Allowance) shall be read on the basis that the allowance on commencement of the Agreement shall be **\$16.20** per occasion (and not \$13.22). Further, this allowance shall increase during the nominal term of the Agreement in accordance with the increase to rates of pay described in clause 17(ii), being 3% in the first pay period after 1 July 2025.

4. Compassionate Leave (Clause 25)

Clause 25 of the Agreement shall be read on the basis that it includes the following (which shall form part of that clause):

*An Employee (other than a casual Employee) is entitled to a period of three (3) days of paid compassionate leave for each occasion where:*

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

*The Employer may require the employee to provide evidence of the stillbirth or miscarriage.*

5. Casual Loading

Clause 13 shall be read so as to include the following words at the end of the clause:

*Where a casual employee is entitled to shift and weekend penalty rates under the Agreement, the applicable shift or weekend penalty rate will be calculated on the casual employee's ordinary rate inclusive of the casual loading.*

6. Part time Employees

Sub-clause 11(v) of the Agreement shall be read on the basis that it includes the following (which shall form part of that clause):

*The Employer shall agree in writing with the part time Employee (including by electronic means), the number of hours per week the part time Employee will work, the days of the week the Employee will work and the starting and finishing times of each day. The terms of this agreement may be varied by agreement and recorded in writing.*

7. Pathology Collection Staff


Clause 20.7 (Working a 76 Hour Fortnight) of the Agreement shall be read on the basis that the following is included at the end of that clause:

*No employee in a Pathology Collections classification at the time the Agreement commences will receive a reduction in take home pay for ordinary hours per week or fortnight (in accordance with clause 20.5) because of a change to the span of ordinary hours of work in this clause.*

8. Temporary Business Shutdown

Sub-clause 20.15(vi) of the Agreement shall be read on the basis that the words "unforeseen and pressing circumstances" shall be read and applied as referring to the circumstances set out in section 524(1) of the FW Act only, and shall apply as follows:

*Notwithstanding the provisions set out above, in the circumstances set out in section 524(1) of the Act resulting in shutdowns or partial shutdowns, the minimum 4-week consultation period set out at sub-clause (i) will be reduced to one week for shutdowns (or partial shutdowns). This may include but is not limited to Government health directives or other state of emergency directives.*

Date signed:	28 January 2025	
For and on behalf of the Employer by:  [In accordance with s.190(5) of the FW Act]	Felicity Templeman	
Signature:		





### **33A. Workplace delegates' rights**

[33A inserted by [PR774732](#) from 01Jul24]

**33A.1** Clause 33A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 33A.

**33A.2** In clause 33A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

**33A.3** Before exercising entitlements under clause 33A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

**33A.4** An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

#### **33A.5 Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

#### **33A.6 Entitlement to reasonable communication**

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 33A.5. This includes

## Health Professionals and Support Services Award 2020

discussing membership of the delegate's organisation and representation with eligible employees.

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

### 33A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 33A.7(a) if:
  - (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

### 33A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - (i) full-time or part-time employees; or
  - (ii) regular casual employees.

## Health Professionals and Support Services Award 2020

- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

### 33A.9 Exercise of entitlements under clause 33A

- (a) A workplace delegate's entitlements under clause 33A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an employee;
  - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (iii) not hinder, obstruct or prevent the normal performance of work; and
  - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 33A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 33A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 33A.