



## DECISION

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

**Diagnostic Services Pty Ltd & Consultant Pathology Services Pty Ltd**  
(AG2012/10260)

### **DIAGNOSTIC SERVICES PTY LTD AND CONSULTANT PATHOLOGY SERVICES PTY LTD ENTERPRISE AGREEMENT (2012)**

Health and welfare services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 29 AUGUST 2012

*Application for approval of the Diagnostic Services Pty Ltd & Consultant Pathology Services Pty Ltd.*

[1] An application has been made for approval of an enterprise agreement known as the *Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd Enterprise Agreement (2012)* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd. The agreement is a single enterprise agreement.

[2] I have accepted the undertaking attached to this decision which has been given by the employer.

[3] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Agreement is approved and, in accordance with s.54, will operate from 5 September 2012. The nominal expiry date of the Agreement is 1 September 2015.

[5] The Health Services Union of Australia and Australian Nursing Federation being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2), I note that the Agreement covers the organisations.



DEPUTY PRESIDENT

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**EMPLOYER UNDERTAKING**

**DIAGNOSTIC SERVICES PTY LTD & CONSULTANT PATHOLOGY SERVICES PTY LTD (AG2012/10260)**

**DIAGNOSTIC SERVICES PTY LTD & CONSULTANT PATHOLOGY SERVICES PTY LTD ENTERPRISE AGREEMENT (2012)**

DEPUTY PRESIDENT HAMILTON

**Application for the Approval of the Diagnostic Services Pty Ltd & Consultant Pathology Services Pty Ltd Enterprise Agreement (2012) lodged with Fair Work Australia on the 6 August 2012, Matter AG2012/10260.**

Following from correspondence between Fair Work Australia and the Tasmanian Chamber of Commerce and Industry and Australian Nursing Federation (Tasmania Branch) regarding clause 3.2 of Attachment 3 & 2.29 as contained in the proposed Enterprise Agreement, I submit the following amendments to the proposed Enterprise Agreement.

**By deleting the table contained at 3.2 Call Out Rate of Attachment 3 on page 79, and inserting the following table:**

Call Out time	31.03.12	31.03.13	31.03.14	31.01.15
8.00am to midnight	\$63.99	\$66.07	\$68.22	\$70.44
Midnight to 8.00am	\$95.66	\$99.08	\$102.30	\$105.62

**By deleting subclause 2.29 Parental Leave of Part 2 – Conditions of Employment on page 31, and inserting the following:**

Employees are entitled to parental leave in accordance with the National Employment Standards (a copy of which is available to all staff at each worksite) and the parental leave provisions in this Agreement found within this clause and as per Attachment 1. In the event that any provision within this clause or as per Attachment 1 is less beneficial to an employee, then the National Employment Standards shall prevail.

Maternity leave is unpaid leave except for the first twelve weeks, which shall be paid. Payment for the first twelve weeks of maternity leave shall be made at the employee's ordinary rate of pay for the weekly hours of the employee prior to proceeding on maternity leave

Applicant's Signature: 

Name: Richard Hanlon Capacity/Position: Practice Manager Date: 20/8/2012



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



**DIAGNOSTIC SERVICES PTY LTD**

**AND**

**CONSULTANT PATHOLOGY  
SERVICES PTY LTD**

**ENTERPRISE AGREEMENT (2012)**

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

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## **1.1 Title**

This Agreement shall be known as the Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd Enterprise Agreement (2012). Referred to in this Agreement as “the Agreement”.

## **1.2 Commitment**

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

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

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

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

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

### **1.3 Our Vision:**

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

### **1.4 Our Purpose:**

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

## 1.5 Our Values:

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

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

## 1.6 The Employer's and the Employees' Obligations

Both the employer and the employees agree in general terms that their obligations and aspirations are as follows:

### 1.6.1 The employer's obligations:

The employer agrees that its obligations are:

- To focus on best practice and the highest appropriate standard of service.
- To appropriately utilise and develop employees' skills by providing an appropriate training structure.
- To enable employees and managers to develop fair and effective workplace relationships.
- To provide genuine consultation with employees and their representatives.
- To have genuine concern for employees' needs.

### 1.6.2 Employee's obligations:

The employees have agreed that their obligations will be:

- To act as integral and professional members of the team by effectively discharging their responsibilities.
- To be accountable / responsible for their decisions and actions, including the cost effective use of all resources.
- To develop best practice and long term client satisfaction by utilising skills encouraged and endorsed by the employer.
- To maintain high levels of proficiency in their area(s) of expertise.
- To act ethically, constructively and co-operatively with other employees, the employer, clients and associates.

## **1.7 Application, Incidence and Parties Bound**

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

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

## **1.8 Definitions**

'Act' means Workplace Relations Act 1996.

'Agreement' means the Diagnostic Services Pty Ltd and Consultant Pathology Services Pty Ltd Collective Agreement 2008.

'FWA' means Fair Work Australia.

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

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

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

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

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

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

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

## **1.9 Date and Period of Operation**

The Agreement shall take effect from seven days after this Agreement is registered and shall remain in force until 1st September 2015.

## **1.10 Consultative Framework**

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

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

## 1.11 Dispute Resolution Procedure

(1) If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards; this term sets out procedures to settle the dispute.

(2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

(3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

(5) Fair Work Australia may deal with the dispute in 2 stages:

(a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

*Note* If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

(a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe; or
- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

### **1.12 Complete agreement and express exclusion of protected Award and other conditions**

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

## **Part 2 - Conditions of Employment**

### **Employment Relationship Provisions**

#### **2.1 Contract of Employment**

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

#### **2.2 Full Time Employment**

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

#### **2.3 Part Time Employment**

- (a) A part-time employee is an employee who is engaged to work less than the full-time hours of an average of 37.5 hours per week and who has reasonably predictable hours of work.
- (b) Payment shall be calculated on an hourly basis as detailed in the hourly rate wages schedule. Penalty rates prescribed in this Agreement shall apply to part time employees and shall be calculated on the ordinary hourly rate of pay. Unless otherwise mutually agreed, a part time employee shall not be paid for less than 4 ordinary hours on any day.
- (c) Any part-time employees on an existing arrangement to receive pre-payment in lieu of loading will have this arrangement phased out over the life of the Agreement.
- (d) Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the minimum number of hours to be worked each week, and the typical days of the week and the normal start and finish times that the employee may be required to work. The employee's working hours will then be confirmed and varied from time to time in accordance with clause 2.15 – Rosters of this Agreement.
- (e) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 37.5
- (f) Existing part-time staff will be provided with a document outlining their minimal hours of engagement. This document will be supplied within six months of certification of the Agreement and will be calculated based on the period 1<sup>st</sup> October 2011 to 31<sup>st</sup> March 2012. (Many factors including but not limited to issues such as staff covering maternity leave or temporary appointments will be taken into account when factoring the employees expected ongoing minimal hours). Any employee who wishes to dispute their minimal hours may lodge a query with their Head of Department or Practice Manager.

## **2.4 Casual Employment**

A casual employee is one who is engaged and paid as such but whose term of engagement shall not exceed 5 consecutive days at any one engagement.

The minimum hourly casual rate of pay shall be calculated on an hourly basis as detailed in the hourly rate wages schedule plus a 20% loading to be paid in lieu of annual leave, Personal leave and holidays with pay.

- From 1<sup>st</sup> July 2012 this loading will increase to 23%.
- From 1<sup>st</sup> July 2013 this loading will increase to 24%
- From 1<sup>st</sup> July 2014 this loading will increase to 25%

Unless otherwise mutually agreed, a casual employee other than Operational Employees Levels 2 and 3 (as defined) shall be paid for a minimum of 3 hours work on any day.

The applicable loading shall be paid for all hours worked including times when penalty rates apply, provided that all penalty additions shall be calculated on the ordinary rate of pay prescribed in this Agreement.

## **2.5 Temporary Employment**

Temporary employees are those employees who are employed by the company for a strictly defined project/event and/or period.

Temporary employees shall be entitled to the benefits of this Agreement.

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

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

## 2.6 Job Sharing

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

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

## 2.7 Termination of Employment

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

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

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

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

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

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

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

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

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

Where an employee not on probation fails to give a minimum of 2 weeks' notice (unless otherwise agreed) the employee shall forfeit a fortnight's pay.



## **2.8 Retrenchment and Redundancy and Changes of Significant Effect**

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

### **2.8.1 Interpretation**

In this Clause:

'Employee' does not include a casual employee.

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

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

- (1) Rostered overtime payments
- (2) Rostered on call payments
- (3) Rostered penalties
- (4) Twenty percent (20%) part time pre payment (if applicable)
- (5) Any all purpose work-related allowances.

### **2.8.2 Severance Payments**

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

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

### **2.8.3 Commitment to consult**

(1) This term applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

(2) The employer must notify the relevant employees of the decision to introduce the major change.

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

(4) If:

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

the employer must recognise the representative.

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

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

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

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

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

(9) In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

10) In this term, relevant employees means the employees who may be affected by the major change.

#### **2.8.4 Redeployment and Retraining**

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

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

#### **2.8.5 Employer not bound to disclose prejudicial information.**

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

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

#### **2.8.5 Leave for job interviews.**

- An employee who has been informed that he or she has been, or will be, made redundant is entitled to paid leave of up to 8 hours for the purpose of being interviewed for further employment.
- The 8 hours need not be consecutive.
- An employee who claims to be entitled to paid leave under this Clause is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.
- Payment for leave under this Clause is to be made at the rate the employee would have received at the time leave is taken excluding payment for overtime, additional rates for ordinary hours, penalty rates and any kind of allowance.

#### **2.8.7 Financial Counselling**

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

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

## **Wage Provisions**

### **2.9 Quantum and Timing of Wage Increases**

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

- 3.25% Increase on the first full pay on or after 31<sup>st</sup> March 2012
- 3.25% Increase on the first full pay on or after 31<sup>st</sup> March 2013
- 3.25% Increase on the first full pay on or after 31<sup>st</sup> March 2014
- 3.25% Increase on the first full pay on or after 31<sup>st</sup> March 2015

The wage rates are specified in Attachment 3.

### **2.10 Classifications**

DSPL has undertaken to review position descriptions within the organisation to ensure that each person has a generic position description for their role. A working party was formed to review where these position descriptions fit within the various classifications and ensure that they remain relevant.

If it is identified and agreed that additional classifications are required a "Memorandum of Understanding" document will be provided to ensure that these classifications are able to be included within the structure of the Organisation within the period of this Enterprise Agreement.

The committee will comprise of a consistent employee representative and a representative from each site who belongs to the classification currently being reviewed as well as two management representatives.

### **2.11 Occupational Superannuation**

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

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

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

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

## **2.12 Higher Duties & Higher Qualifications Allowance**

### **2.12.1 Higher Duties**

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

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

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

### **2.12.2 Higher qualifications – professional employees**

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

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

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

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

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

### **2.12.3 Higher qualifications – Registered Nurse employees**

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

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

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

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

## **Working Time Provisions**

### **2.13 Hours of Work**

#### **2.13.1 Ordinary hours of work**

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

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

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

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

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

An employee who is entitled to the 15% loading may, by mutual agreement, take time off in lieu of payment of such loading.

### **2.13.2 Extended hours of operation**

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

- A change in a major hospital contract requiring a 24-hour level of service.
- Significant changes in clinical requirements after hours.
- Negative financial implications on the business due to changes in legislation or significant market events.

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

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

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

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

## 2.14 Meal and Rest Period

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

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

If a 24-hour shift is introduced an employee working on the after midnight shift will be required to stay on-site during their meal break and as such will be paid for the meal break or may take the time in lieu. In such circumstances the paid meal break will be of 25 minute duration.

## 2.15 Rosters

### 2.15.1 Definitions:

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

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

A roster shall be documented setting out clearly:

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

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



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

## 2.16 Overtime

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

Overtime shall only be payable where at least 15 minutes is worked in excess of ordinary hours on any day and is work authorised by the employer or the employer's representative.

Where a part-time employee's ordinary hours exceed 7.5 on any one day, and/or where the ordinary hours exceed 75 within a fortnightly pay period, payment shall be made at double time for all extra time worked.

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

## 2.17 Meal Allowance

A meal allowance as follows will be paid only where an employee works overtime for more than 1.5 hours (after the ordinary finishing time), a meal break is actually taken prior to or during the overtime and the employee returns to work immediately following the meal break.

	31.03.12	31.03.13	31.03.14	31.03.15
Meal allowance	\$15.90	\$16.42	\$16.95	\$17.50

## 2.18 Saturday, Sunday and Holiday Work

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

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

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

## **2.19 On Call**

### **2.19.1 Scope**

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

### **2.19.2 Definition**

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

### **2.19.3 Stand-by Allowance**

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

During the rostered On Call period the Employee shall be required to stand-by within telephone or long distance pager contact. In case of a call out, the Employee on stand-by shall be provided with a vehicle (or be paid mileage allowance), mobile telephone and/or long distance pager. Quarterly telephone rental cost (for one line) will be paid by the Employer.

### **2.19.4 Call Out**

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

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

### **2.19.5 Consultation**

Rosters and on call working patterns will be determined at the local Practice level. Any change to the On Call system to the 24-hour model may occur in line with clause 2.13.2.

### **2.19.6 Oncall and rostered overtime**

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

### **2.19.7 Oncall / Recall and Eight Hour Break**

- a) An employee who works so much recall between midnight (12am) and the commencement of their next rostered period of duty and have not had at least eight consecutive hours off duty between those times, shall be released after completion of such recall worked until they have had eight consecutive hours off duty without loss of pay for rostered ordinary hours during such absence.
- b) Where an employee is recalled to duty between 6.00am and the commencement of their next rostered period of duty, having had at least eight hours off immediately prior to that recall, such employee will be paid for the recall in accordance with sub clause 2.19.4 and be released after completion of such recall until they have had two consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- c) If on the instruction of their employer such an employee resumes or continues work without such a break they shall be paid at the rate of double time until they are released from duty for such a rest period and the employee shall then be entitled to be absent until they have the prescribed break specified in sub clauses a) and b) without loss of pay for rostered ordinary hours occurring during such an absence.
- d) Where an employee elects to make a change to the roster which precludes them from taking the eight hour break the above penalty will not be payable.

## **Leave Provisions**

### **2.20 Annual Leave**

#### **2.20.1 Period of Leave**

All employees are entitled to 28 consecutive days, (being 20 working days) annual leave per 12 months continuous service (less the period of annual leave).

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

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

Unless otherwise mutually agreed, annual leave will be taken by the end of the year following its accrual. The employer may direct an employee to take annual leave when they have accrued greater than one year's worth of leave. The employer will provide at least one months notice prior to directing an employee to take leave.

### **2.20.2 Additional Leave**

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

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

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

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

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

### **2.20.3 Payment for Period of Leave**

All employees, before proceeding on annual leave (other than casual and part time employees receiving a 20% pre payment in lieu of annual leave, Personal leave and Public Holidays) shall receive payment for the hours they would have worked ordinary time during the relevant period.

All full time employees and part time employees (who are not casual employees or part time employees receiving a 20% prepayment) shall be paid an annual leave loading equal to 17.5% of their ordinary rate of pay for the period of annual leave to be taken.

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

#### **2.20.4 Proportionate Leave on Termination of Service**

A weekly employee with less than 12 months service who lawfully terminates the employment contract, or who is dismissed for other than neglect of duty or misconduct, shall be paid 12.66 hours for each completed month of continuous service less any annual leave taken in advance.

### **2.21 Bereavement Leave**

Following the death of a parent, grandparent, parent-in-law, spouse, partner, a child, a grandchild or a sibling and in other circumstances with the approval of the employer, an employee shall be entitled to 4 days leave up to and including the day of the funeral of such relative and one day thereafter.

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

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

### **2.22 Holidays with Pay**

All employees, except casual employees and part time employees who receive a 20% loading in lieu of Personal leave, Annual leave and Public Holidays, shall be allowed the following public holidays as paid holidays:

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

- Recreation Day (north of Oatlands)
- Christmas Day
- Boxing Day

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

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

- 25<sup>th</sup> December - Employees who work on 25<sup>th</sup> December will be paid for time worked at the rate of triple time. Employees who are on standby and recalled to duty on the 25<sup>th</sup> December will be paid for such recall at the post midnight recall rate.
- Anzac Day -. If Anzac day falls on a Saturday or Sunday and employees are not normally rostered on that day and do not work that day they will not be paid for that day. If Anzac day falls on a Saturday or Sunday and employees work it, the employee will get paid at public holiday penalty rates. If Anzac day falls on a Saturday or Sunday and employees are normally rostered on that day as part of their normal hours but do not work it the employees will be paid for the public holiday.

## **2.23 Personal Leave**

An employee (other than a casual or part time employee receiving a 20% loading in lieu of Annual leave, Personal leave and Public Holidays or an employee entitled to Workers' Compensation payments), shall be entitled to leave with pay when absent from work on account of personal illness or injury by accident. The employee's personal leave balance will appear on their payslips.

Each full time employee is entitled to accrue leave of up to 75 hours of working time in any year, or a pro rata (equivalent) in respect of part time employees, provided that during the first three months of employment, Personal leave shall accrue on the basis of 6.33 hours (or pro rata equivalent) for each completed calendar month of service.

Where practicable an employee shall inform the employer within one hour of the commencement of a normal working day of an inability to attend for work and as far as practicable, inform the employer of:

- the nature of the illness or injury; and
- the estimated duration of the absence

An employee shall also prove to the satisfaction of the employer that the employee was, on account of such illness or injury, unable to attend for work on the day or days for which Personal leave is claimed.

#### **2.23.1 Accumulation**

Any Personal leave entitlements not taken in a particular year shall be credited to the employee and may be taken in a subsequent year without reduction of the Personal leave accrual for such subsequent year.

The employer shall not be required to make any payment for accumulated Personal leave credits upon the termination of an employee's employment, nor for any time an employee is absent from work without producing satisfactory evidence of personal illness or injury.

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

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

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

Payment for replaced annual leave and long service leave shall be paid at the applicable rate at the time the leave is subsequently taken. Annual leave loading shall not be applicable for replacement leave purposes.

### **2.24 Long Service Leave**

- (a) A full time employee shall be entitled to 60 calendar days long service leave at ordinary pay providing the employee is continuously employed by the Employer for a period of 10 years. Part time employees who meet this criteria shall receive an appropriate pro rata entitlement to leave.
  
- (b) Staff who are continuously employed by the employer and have completed at least seven years of service will be entitled to take their pro-rata long service leave as

calculated in 2.24 (a) at seven years of continuous service.

- (c) Any staff member who ceases to be an employee prior to ten years of continuous service will only be entitled to be paid out their long service leave upon termination if they satisfy the provisions of the Long Service Leave Act 1976.
- (d) Following the completion of the initial 10 year accrual period, leave shall accrue at the rate of 6 calendar days per annum. The Long Service Leave accruing after the initial ten year period may be taken at any time mutually agreed between the employer and the employee.  
Remaining entitlements to long service leave shall be subject to the provisions of the Long Service Leave Act 1976.
- (e) Employee start date will appear on their payslips.

## **2.25 Leave without Pay**

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

Where leave without pay extends beyond 1 year, an employee may be required to relinquish entitlement to the permanent position occupied immediately prior to commencement of the leave.

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

An Employee on leave without pay may continue to pay voluntary superannuation contributions. Accrual for purposes of annual leave and sick leave shall discontinue for the period of leave without pay. Accrual for purposes of long service leave will discontinue where leave without pay is for more than 6 months. The accrual period will recommence following an employee's return to work.

## **2.26 Education & Training Leave**

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

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



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

FAIMS  
MAACB & FAACB

FASN  
Masters/PhD (in appropriate areas)

MBA (related certificates and diplomas) etc

## **2.27 Family Leave**

Family leave shall apply where an employee, including a part-time employee has responsibility for care and support of members of the employee's immediate family or for members of the employee's household.

### **2.27.1 Definitions:**

For the purpose of this clause:

'Immediate family member' means:

- a spouse (including a former spouse, defacto spouse and a former defacto spouse);
- a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

'Defacto spouse' means a person who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person.

### **2.27.2 Use of Personal Leave**

Any personal leave which accrues following the appropriate notice issued by the Workplace Authority for this agreement shall be available to employees for the purpose of providing care and support for those members of their immediate family or household when they fall ill.

The employee shall provide a medical certificate from a registered medical practitioner or a statutory declaration in order to establish satisfactory evidence of the illness of the person or persons concerned.

The employee, wherever practicable, shall provide notice to the employer prior to the absence or intention to take personal leave confirming:

- that the employee has responsibility for the family member or household member concerned;
- the name of the person(s) requiring care and the relationship of the person(s) to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.

Where it is not practicable to provide prior notice of such absence, the employee shall notify the employer by telephone at the first opportunity on the day of absence.

#### **2.27.3 Annual Leave**

By mutual agreement an employee may utilise up to one week's annual leave to be taken in single days.

#### **2.27.4 Make Up Time**

By mutual agreement an employee may work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided for in this Agreement.

#### **2.27.5 Unpaid Leave for Family Purposes**

By mutual agreement an employee may take unpaid leave for the purpose of providing care to a family member who is ill.

#### **2.27.6 Grievance Procedure**

In the event of any dispute or grievance arising in connection with any part of this clause, it shall be processed in accordance with the dispute settling provisions of this Agreement.

### **2.28 Leave Purchase Scheme**

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

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

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

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

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

## **2.29 Parental Leave**

### Summary:

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

Maternity leave is unpaid leave except for the first twelve weeks, which shall be paid. Payment for the first twelve weeks of maternity leave shall be made at the employee's ordinary rate of pay for the weekly hours of the employee prior to proceeding on maternity leave.

## **2.30 Blood Donors Leave**

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

## **2.31 Community Services Leave**

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

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

2.31.2 Voluntary emergency management activity:

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

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

### **2.31.3 A recognised emergency management body:**

A recognised emergency management body is:

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

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

### **2.31.4 Amount of leave is an employee entitled to:**

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

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

### **2.31.5 Notice and evidence requirements:**

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

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

### **2.31.6 Payment for community service leave:**

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

evidence that would satisfy a reasonable person:

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

## **Miscellaneous Provisions**

### **2.32 Tools, Materials and Equipment**

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

### **2.33 Uniforms**

Appropriate protective clothing shall be provided for staff working in laboratory testing areas.

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

The Employer, upon the request of Employees who are required to wear the Company uniform shall provide a loan to the Employee to assist the Employee in the acquisition of the uniform. The maximum sum advanced by the Employer to the Employee qualifying for the loan shall be \$250. The Employee must repay the loan to the Employer over a term of no more than 13 pay periods. Where loan amounts exist at the time of termination the employer may retain those sums owed.

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

### 2.34 Vehicle Allowance

An employee required by the employer or who seeks and obtains approval from the Practice Manager to use a private vehicle in the course of duty, shall be paid an allowance in accordance with the vehicle allowance rates as determined by the Australian Taxation Office from time to time. The present rate of vehicle allowance is included at Attachment 3 of this Agreement.

### 2.35 Employee Discount scheme

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

### 2.36 Breakages

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

### 2.37 Remote Allowance

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

	31.03.12	31.03.13	31.03.14	31.03.15
Remote allowance	\$41.30	\$42.64	\$44.03	\$45.46

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

Conference Allowance	31.03.12	31.03.13	31.03.14	31.03.15
Evening Meal	\$51.63	\$53.30	\$55.04	\$56.82
Breakfast	\$15.49	\$15.99	\$16.51	\$17.05

## 2.38 Individual Flexibility Arrangements

- (1) An employee and the employer covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employee and employer in relation to 1 or more of the matters mentioned in paragraph (a);
  - (c) the arrangement is genuinely agreed to by the employer and employee;
  - (d) the employer advises the employee of their right to seek advice from their industrial representative; and
  - (d) the employee initiates the request for an individual flexibility agreement.
  - (e) that any arrangement is not to disadvantage other existing employees
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made;
  - (d) does not result in other employees being worse off.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.

## 2.39 Ceremonial Leave

- (1) An employee who is legitimately required to be absent from work for tribal/ceremonial/cultural purposes may take cultural/ceremonial leave of up to ten days per year, with the approval of the employer.

- (2) Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, will be as leave without pay
- (3) Cultural/ceremonial leave includes leave to meet the employee's customs and traditional law and to participate in tribal/ceremonial/cultural activities.
- (4) The employee must give the Employer reasonable notice prior to the absence of the intention to take such leave and the length of leave required.
- (5) Cultural/ceremonial leave must be available to, but not limited to, Aboriginal and Torres Strait Islanders.
- (6) The Employer may request reasonable evidence of the need for the employee to be allowed time off.

## 2.40 Union delegate rights

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

<b>Number of employees covered by the agreement</b>	<b>Number of delegates or workplace representatives eligible for 5 days paid leave in any 12 mth period</b>



Between 1 and 15	1
More than 15 but not more than 30	2
More than 30 but not more than 50	3
More than 50 but not more than 100	4
More than 100	5

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

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

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

- (c) The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 30 days' notice of the proposed training. Provided that the granting of leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (f) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- (h) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (i) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
- (j) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.
- (k) Employer can request feedback from the delegate about what they learned at the course.

## PART 3 - CONCLUSION

### 3.1 Variations to the Agreement

Variations to this agreement will be consistent with Part 2-4, Division 7 of the Fair Work Act 2006 which provides the ability of parties to reach mutual agreement during the nominal expiry date of the agreement; however, any variation must be registered with Fair Work Australia.

### 3.2 No Disadvantage to Employees

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

### 3.3 No Extra Claims

It is accepted that the parties to this Agreement will not pursue any extra claims during its life.

### 3.4 Employment Security

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

### 3.5 Signatories to the Agreement

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

Diagnostic Services Pty Ltd

Consultant Pathology Services Pty Ltd

Name Lawrence Bott  
Signature L.M. Bott  
Date: 1.1.8.12

Name Lawrence Bott  
Signature L.M. Bott  
Date: 1.1.8.12

Witness

Witness

Name Richard Hanlon  
Signature [Signature]  
Date 1.1.8.12

Name Richard Hanlon  
Signature [Signature]  
Date 1.1.8.12

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

**State Secretary**

Witness

**Health Services Union**

Name: .....

Name: .....

Signature: .....

Signature: .....

Date: ...../...../.....

Date: ...../...../.....

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

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

**State Secretary**

Witness

**Australian Nursing Federation**

Name: .....

Name: .....

Signature: .....

Signature: .....

Date: ...../...../.....

Date: ...../...../.....

**For the Union:** This agreement is signed ..... in his capacity as the Secretary of the Australian Nursing Federation

As the Secretary of Australian Nursing Federation, ..... has the authority to sign the agreement on behalf of employees who are members of the Australian Nursing Federation and are employed pursuant to this agreement

# **PART 4 - Attachments**

## **ATTACHMENT 1 – PARENTAL LEAVE**

### **1. Maternity Leave**

#### **1.1 Nature of Leave**

Maternity leave is unpaid leave except for the first twelve weeks, which shall be paid. Payment for the first twelve weeks of maternity leave shall be made at the ordinary rate of pay of the employee for the weekly ordinary hours worked by the employee prior to proceeding on maternity leave.

Employees may opt to be paid for the first twenty four weeks of maternity leave at half the rate of pay. Provided that the employee receives the same amount of payment that they would have received, if they had been paid for the first twelve weeks at the employee's ordinary rate of pay for the weekly hours of the employee prior to proceeding on maternity leave.

#### **1.2 Definitions**

For the purpose of this part:

'Employee' includes a part time employee but does not include an employee engaged upon casual or seasonal work.

'Child' means a child of the employee under the age of one year.

'Spouse' includes a de facto or former spouse.

'Continuous service' means service under an unbroken contract of employment and includes: any period of leave taken in accordance with this clause; any period of part time employment worked in accordance with this clause; or any period of leave of absence authorised by the employer or by this Agreement.

#### **1.3 Eligibility for Maternity Leave**

An employee who becomes pregnant shall be entitled to a period of up to 52 weeks leave provided that leave does not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relations to the same child and apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.

Except where leave is reduced by a period of a spouse's paternity leave or where an employee is transferred to a safe job (as per 1.6), the period of maternity leave shall be unbroken and shall immediately following confinement, include a period of six weeks compulsory leave.

An employee must have had at least 12 months continuous service immediately preceding the date upon which she proceeds on leave.

Where an employee has taken a period a maternity leave, she shall not be entitled to a further period of paid maternity leave unless she has returned to work for a period of 12 months continuous service immediately preceding the date upon which she seeks to proceed on a further period of maternity leave.

#### **1.4 Certificate**

An employee must produce to the employer:

- a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave, she will not engage in any conduct inconsistent with her contract of employment.

#### **1.5 Notice Requirements**

Not less than ten weeks prior to the presumed date of confinement, an employee shall provide the required medical certificate to her employer.

An employee shall provide not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, provide the required statutory declaration.

The employer by providing not less than 14 days notice in writing to the employee, may require her to commence maternity leave at any time within the 6 weeks immediately prior to her presumed date of confinement.

An employee shall not be in breach of this clause if the required period of notice is not provided where such failure is occasioned by the confinement occurring earlier than the presumed date.

#### **1.6 Transfer to a Safe Job**

Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy, or hazards connected with her present work make it inadvisable to continue, the employee shall be transferred to a safe job at the applicable rate of pay and conditions attached to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of this clause.

#### **1.7 Variation of the Period of Maternity Leave**

Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled:

- the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

- the period may be further lengthened by mutual agreement.

The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

#### **1.8 Cancellation of Maternity Leave**

Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

Where the pregnancy of an employee whilst on maternity leave terminates other than by the birth of a living child, it shall be the right of an employee to resume work at any time nominated by the employer no later than 4 weeks from the date of notice in writing of an intention to resume work.

#### **1.9 Special Maternity and Sick Leave**

Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

She shall be entitled to a period of unpaid leave (to be known as special maternity leave). A certificate will be required from a registered medical practitioner stipulating such sick leave as being necessary before her return to work.

For illness other than from the normal consequences of confinement, she shall be entitled to utilise any of her accumulated sick leave credits either in lieu of, or in addition to special maternity leave. A certificate will be required from a registered medical practitioner stipulating such sick leave as being necessary before her return to work.

Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave credits and any further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and maternity leave must not exceed the 52 weeks maximum entitlement as stipulated in this Agreement.

An employee returning to work after the completion of a period of leave taken according to this subclause shall be entitled to a position which she held immediately before proceeding on such leave. In the case of an employee who was transferred to a safe job, she will be entitled to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

#### **1.10 Maternity Leave and Other Entitlements**

Provided the aggregate of any leave does not exceed the maximum 52 week entitlement, an employee in lieu of, or in conjunction with maternity leave, may utilise any accumulated annual leave or long service leave credits, or part credits, to which she is entitled. Paid sick leave or other paid authorised absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

**1.11 Effect of Maternity Leave on Employment**

Absence on maternity leave shall not break the continuity of service of an employee, however, such leave shall not be taken into account in calculating the period of service for any purpose of this Agreement.

**1.12 Termination of Employment**

An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.

The employer shall not terminate the employment of an employee on the ground of pregnancy or of her absence on maternity leave, but otherwise the rights of an employer under this Agreement, in relation to the termination of employment are not affected.

**1.13 Return to Work after Maternity Leave**

An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than 4 weeks prior to the end of her period of maternity leave.

Upon returning to work after maternity leave or at the end of the required 4 week notice period, an employee shall be entitled to return to the position she occupied immediately before proceeding on maternity leave. In the case of an employee who was transferred to a safe job, she is entitled to return to the position she occupied immediately prior to such transfer. In relation to an employee who has worked part-time during the pregnancy, she is entitled to return to the position she held immediately before commencing such part-time work.

Where such a position no longer exists, but there are other positions available for which the employee is qualified for and capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

**1.14 Replacement Employees**

A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

Before a replacement employee is engaged, the employer shall inform the replacement employee of the temporary nature of the employment and of the rights and obligations of the employee who is being replaced.

Before the employer engages a person to replace an employee temporarily promoted or transferred and who is exercising her rights to maternity leave, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced. Nothing in this part shall be construed as requiring the employer to engage a replacement employee.

## **2. Paternity Leave**

### **2.1 Nature of Leave**

Paternity leave is unpaid leave except for the first period of one week in accordance with Clause 2.3, which shall be paid at the ordinary rate of pay of the employee for the weekly ordinary hours worked by the employee prior to proceeding on paternity leave.

### **2.2 Definitions**

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Maternity leave' (as per 1).

'Child' means a child of the employee's spouse under the age of one year.

'Spouse' includes a de facto or former spouse.

'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.

'Continuous service' means service under an unbroken contract of employment and includes:-

- any period of leave taken in accordance with this clause;
- any period of part-time employment worked in accordance with this clause; or
- any period of leave or absence authorised by the employer or the Agreement.

### **2.3 Eligibility for Paternity Leave**

A male employee who can produce a medical certificate and statutory declaration as required by this clause shall be entitled to one or two periods of paternity leave not in excess of 52 weeks in the following way:-

An unbroken period of up to one week at the time of confinement of his spouse. This period of leave shall be paid in accordance with Clause 2.1.

A further period of unbroken leave of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with the spouse's maternity leave.

The employee must have completed at least 12 months continuous service immediately prior to the date of proceeding upon either period of leave.



## **2.4 Certification**

The employee must produce:-

A certificate from a registered medical practitioner which:

- names his spouse,
- states that she is pregnant,
- gives the expected date of confinement and gives the date on which the birth took place.

In relation to any period of leave to be taken, a statutory declaration stating :-

- that he will become the primary care-giver of the child during the particular period of leave;
- particulars of any period of maternity leave sought or taken by his spouse; and
- for the period of paternity leave, he will not engage in any conduct inconsistent with his contract of employment.

## **2.5 Notice Requirements**

The employee shall, not less than 10 weeks prior to each proposed period of leave:-

- provide written notice stating the dates on which he proposes to start and finish the period or periods of leave; and
- produce the certificate and statutory declaration required.

The employee shall not be in breach of this notice requirement if the failure is as a result of:-

- the birth occurring earlier than the accepted date; or
- the death of the mother or the child; or
- other compelling circumstances.

The employee shall immediately notify his employer of any change in the circumstances relating to the taking of paternity leave as per

## **2.6 Variation of the Period of Paternity Leave**

Provided that the maximum period of paternity leave does not exceed the stated entitlement:

- the period of paternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened.
- the period may be further lengthened by agreement between the employer and the employee.

The period of paternity leave may likewise be shortened with the consent of the employer following not less than 14 days notice in writing stating the period by which the leave is to be shortened.

## **2.7 Cancellation of Paternity Leave**

Paternity leave applied for, but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

**2.8 Paternity Leave and Other Entitlements**

Provided the aggregate of any leave does not exceed the maximum 52 week entitlement, an employee in lieu of, or in conjunction with paternity leave, may utilise any accumulated annual leave or long service leave credits, or part credits, to which he is entitled.

Paid sick leave or other authorised paid absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

**2.9 Effect of Paternity Leave on Employment**

Absence on paternity leave shall not break the continuity of service of an employee, however, such leave shall not be taken into account in calculating the period of service for any purpose of this Agreement.

**2.10 Termination of Employment**

An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

The employer shall not terminate the employment of a an employee on the ground of his absence on paternity leave, but otherwise the rights of the employer under this Agreement, in relation to termination of employment are not affected.

**2.11 Return to Work after Paternity Leave**

An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than 4 weeks prior to the end of his period of paternity leave. Upon returning to work after paternity leave, or at the end of the 4 week notice period, an employee shall be entitled to return to the position he occupied immediately before proceeding on paternity leave.

Where such a position no longer exists, but there are other positions available for which the employee is qualified for and capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

**2.12 Replacement Employees**

A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

Before a replacement employee is engaged, the employer shall inform the replacement employee of the temporary nature of the employment and of the rights and obligations of the employee who is being replaced.

Before the employer engages a person to replace an employee temporarily promoted or transferred and who is exercising his rights to paternity leave, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

Nothing in this part shall be construed as requiring the employer to engage a replacement employee.

### **3. Adoption Leave**

#### **3.1 Nature of Leave**

Adoption leave is unpaid leave except for the first twelve weeks, which shall be paid. Payment for the first twelve weeks of adoption leave shall be made at the ordinary rate of pay of the employee for the weekly ordinary hours worked by the employee prior to proceeding on adoption leave.

#### **3.2 Definitions**

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Child' means a person under the age of 5 years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of 6 months or more.

'Relative adoption' occurs where a child (as defined) is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood by marriage).

'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.

'Continuous service' means service under an unbroken contract of employment and includes:

- any period of employment taken in accordance with this clause;
- any period of part-time employment worked in accordance with this clause; or
- any period of leave or absence authorised by the employer or the Agreement.

#### **3.3 Eligibility**

An employee who can provide the statements and statutory declaration required by this clause shall be entitled to one or two periods of adoption leave, not in excess of 52 weeks in the following way:-

- an unbroken period of up to 3 weeks at the time of the placement of the child;
- an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child.

This entitlement of up to 52 weeks shall be reduced by:-

- any period of annual leave or long service leave taken in accordance with this clause;
- the aggregate of any periods of adoption leave taken, or to be taken by the employee's spouse.

The employee must have at least 12 months continuous service with the employer immediately preceding the date of commencement of adoption leave.

Where an employee has taken a period of maternity or adoption leave, she shall not be entitled to a further period of paid maternity or adoption leave unless she has returned to work for a period of 12 months continuous service immediately preceding the date upon which she seeks to proceed on a further period of maternity or adoption leave.

### **3.4 Certification**

The employee must produce:-

- a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
- a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

In relation to any period of leave to be taken, a statutory declaration stating:-

- the employee is seeking adoption leave to become the primary care-giver of the child;
- particulars of any period of adoption leave sought or taken by the employee's spouse; and
- that for the period of adoption leave, the employee will not engage in any conduct inconsistent with his contract of employment.

### **3.5 Notice Requirements**

The employee shall notify the employer upon receiving notice of approval for adoption purposes. Within 2 months of receiving such approval, the employee shall further notify the employer of the period or periods of adoption leave the employee proposes to take.

In the case of a relative adoption, the employee shall provide notification upon deciding to take a child into custody pending an application for an adoption order.

An employee who commences employment after the date of approval for adoption purposes, shall provide the employer with notification of the proposed period or periods of leave to be taken. Provided that an entitlement to adoption leave does not exist unless an employee has had not less than 12 months continuous service with the employer immediately preceding the date upon which he or she proceeds on adoption leave.

Once becoming aware of the presumed date of placement of a child for adoption purposes, an employee within 14 days shall give notice in writing of such date to the employer and of the date of commencement of any period of adoption leave to be taken.

Ten weeks prior to the proposed date of commencement in accordance of adoption leave, the employee shall give notice in writing to the employer of the commencement date of leave and of the period of leave to be taken.

An employee shall not be in breach of this part as a consequence of failure to give the stipulated periods of notice if such failure is due to the requirement by an adoption agency to accept earlier or later placement of a child, the death of a spouse or other compelling circumstances.

### **3.6 Variation of Period of Adoption Leave**

Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled:

- the period of leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
- the period of leave may be further lengthened by agreement between the employer and the employee.

The period of adoption leave taken may be shortened with the consent of the employer provided the employee provides at least 14 days notice in writing, stating the period by which the leave is to be shortened.

### **3.7 Cancellation of Adoption Leave**

Should the placement of the child not proceed, adoption leave applied for but not commenced, shall be cancelled.

Where the placement of a child for adoption purposes does not proceed or continue and an employee is already on adoption leave, the employee shall immediately notify the employer. The employer shall then nominate a time for the employee's resumption of work within 4 weeks of notification.

### **3.8 Special Leave**

The employer shall grant up to 2 days unpaid special leave to any employee seeking to adopt a child in order to meet compulsory interview or examination requirements as part of the adoption procedure.

Where paid leave is available to an employee, the employer may require such leave to be taken in lieu of special leave.

**3.9 Adoption Leave and Other Entitlements**

Provided the aggregate of any leave does not exceed the maximum adoption leave entitlement, an employee in lieu of, or in conjunction with adoption leave, may utilise any accumulated annual leave or long service leave entitlements, or part entitlements.

Paid sick leave or other paid authorised absences (excluding annual leave or long service leave), shall not be available to an employee during an adoption leave absence.

**3.10 Effect of Adoption Leave on Employment**

Absence on adoption leave shall not break an employee's continuity of service however such leave shall not be taken into account in calculating the period of service for any purpose of this Agreement.

**3.11 Termination of Employment**

An employee on adoption leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.

The employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer under this agreement, in relation to termination are not affected.

**3.12 Return to Work After Adoption Leave**

An employee shall confirm an intention to return to work by notice in writing to the employer given not less than 4 weeks prior to the end of the period of adoption leave. Upon returning to work after adoption leave an employee shall be entitled to return to the position occupied immediately before proceeding on adoption leave. In the case of an employee who has worked part-time under this clause, the employee shall be entitled to return to the position held immediately prior to commencing part-time work. Where such a position no longer exists, but there are other positions available for which the employee is qualified for and capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

**3.13 Replacement Employees**

A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

Before a replacement employee is engaged, the employer shall inform the replacement employee of the temporary nature of the employment and of the rights and obligations of the employee who is being replaced.

Before the employer engages a person to replace an employee temporarily promoted or transferred and who is exercising a right to adoption leave, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

Nothing in this part shall be construed as requiring the employer to engage a replacement employee.

## **4. Part Time Work**

### **4.1 Definitions**

For the purposes of this part:

'Male employee' means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

'Female employee' means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

'Spouse' includes a de facto spouse.

'Former position' means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this part, whichever occurs first. Where such position no longer exists but there are other positions available for which the employee is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

'Continuous service' means service under an unbroken contract of employment and includes:

- any period of leave taken in accordance with this clause;
- any period of part-time employment worked in accordance with this clause; or
- any period of leave or absence authorised by the employer or by the Agreement.

### **4.2 Entitlement**

With the agreement of the employer:

A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

A female employee may work part-time in one or more periods while she is pregnant where part-time employment is necessary or desirable because of the pregnancy.

A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

In relation to adoption, a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

### **4.3 Return to Former Position**

An employee who has had at least 12 months continuous service immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment, or if there is more than one, the first period of such part time employment, the right to return to his or her former position.

Where appropriate, an employer shall permit an employee to return to his or her former position after a second or subsequent period of part-time employment.

**4.4 Effect of Part-time Employment on Continuous Service**

The period of part-time work taken under this clause shall not break an employee's continuity of service or employment.

**4.5 Pro Rata Entitlements**

An employee working part-time subject to the requirements of this part shall be entitled to the provisions of this Agreement on a pro-rata basis.

**4.6 Transitional Arrangements - Annual Leave**

Immediately before commencing part-time work under this part, an employee shall utilise accrued full-time annual leave entitlements consistent with the provisions of this Agreement.

Immediately before resuming full-time work under this part, an employee shall utilise accrued part-time annual leave entitlements consistent with the provisions of this Agreement.

In relation to pro rata annual leave entitlements, by mutual agreement, the period over which the annual leave is to be taken may be shortened to the extent necessary to allow the employee to receive pay at the employee's current full-time rate.

**4.7 Transitional Arrangements - Sick Leave**

An employee working part-time under this part shall have accrued sick leave entitlements (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

**4.8 Part Time Work Agreement**

Before commencing a period of part-time employment under this part, the employer and the employee shall agree:

- that the employee may work part-time;
- upon the hours and days to be worked by the employee and the commencing times for work;
- upon the classification applying to the work to be performed; and
- upon the period of part-time employment.



The terms of the agreement may be varied by consent.

The terms of this agreement or any variation to it shall be in writing and be retained by the employer. A copy of the agreement and any variation to it shall also be provided to the employee. The terms of this agreement shall apply to the part-time employment.

**4.9 Extension of Hours of Work**

An employer may request, but not require an employee working part-time under this part to work outside or in excess of the employee's ordinary hours of duty provided for in this Agreement.

**4.10 Termination of Employment**

The employment of a part-time employee under this part may be terminated in accordance with the provisions of this Agreement but shall not be terminated by the employer because the employer has exercised or proposes to exercise any rights arising under this part or has enjoyed or proposes to enjoy any benefits arising under this part.

Any termination entitlements payable to an employee whose employment is terminated while working part-time under this part, or while working full-time after transferring from part-time work under this part, shall be calculated by applying the full-time rate of pay at the time of termination. Service which qualifies for a termination entitlement shall include all service as a full-time employee and all service as a part-time employee on a pro rata basis.

**4.11 Nature of Part Time Work**

The work to be performed part-time need not be the work performed by the employee in his or her former position

**4.12 Inconsistent Agreement Provisions**

An employee may work part-time under this part without being affected by any other restrictions provided by this Agreement including provisions:

- limiting the number of employees who may work part-time;
- establishing quotas as to the ratio of part-time to full-time employees;
- prescribing the minimum or maximum number of hours a part-time employee may work; or
- requiring consultation with, consent of or monitoring by the Union.

**4.13 Replacement Employees**

A replacement employee is an employee specifically engaged as a result of an employee working part-time under this part.

A replacement employee may be employed part-time subject to the following provisions of this part:

- Pro rata entitlements;
- Transitional Arrangements - Annual Leave
- Transitional Arrangements - Sick Leave
- Part-time Work Agreement;
- Termination of Employment; and
- Inconsistent Agreement Provisions.

Before an employer engages a replacement employee, the employer shall inform the person of the temporary nature of the employment and of the rights and obligations of the employee who is being replaced.

Unbroken service as a replacement employee shall be treated as continuous service for the purposes of this Agreement.

Nothing in this part shall be construed as requiring the employer to engage a replacement employee.

## **ATTACHMENT 2 – CLASSIFICATION DEFINITIONS**

### **1. Administrative Employees**

#### **Grade 1**

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

#### **Grade 2**

An employee at this level shall be an adult employee who is undertaking a traineeship (as defined) under the Australian Traineeship System or its equivalent.

An employee shall remain at this level until the full period of the traineeship (as defined) is completed.

#### **Grade 3**

##### **(i) GRADING**

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

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

##### **(ii) GENERAL REQUIREMENTS**

- (1) Employees in this grade perform, and are accountable for clerical and office tasks as directed, within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.
- (2) Employees in this grade shall be able to acquire and apply a limited knowledge of office procedures and requirements.

##### **(iii) SKILL REQUIREMENTS**

###### **(1) Technical Skills**

###### **Machine Operation - Skill Level 1**

Employees at this level are able to operate telephone/intercom systems, telephone answering machines: facsimile machines, photocopiers, franking machines, guillotines.

###### **(2) Information Handling Skills - Skill Level 1**

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

## **Grade 4**

### **(i) GRADING**

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

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

### **(ii) GENERAL REQUIREMENTS**

- (1) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is routine.
- (2) Employees at this level shall be able to acquire and apply a working knowledge of office or sectional operating procedures and requirements; acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries, greet visitors.

### **(iii) SKILL REQUIREMENTS**

#### **(1) Technical Skills**

##### **Machine Operation - Skill Level 2**

Employees at this level are able to operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

##### **Computer - Skill Level 1**

Employees at this level are able to use knowledge of keyboard and functions keys to enter and retrieve data through computer terminal.

##### **Keyboard Typing - Skill Level 1**

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

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

#### **(2) Information Handling Skills - Skill Level 2**

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

#### **(3) Business/Financial Skills - Skill Level 1**

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

## **Grade 5**

### **(i) GRADING**

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

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

OR ARE:

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

### **(ii) GENERAL REQUIREMENTS**

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

### **(iii) SKILL REQUIREMENTS**

#### **(1) Technical Skills**

##### **Machine Operation - Skill Level 3**

Employees at this level are able to operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

##### **Keyboard Typing - Skill Level 2**

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

##### **Computer - Skill Level 2**

Employees at this level are able to use one software application package developed for a micro-personal computer to create:

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

#### Word Processing - Skill Level 1

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

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

(2) Secretarial - Skill Level 1

Employees at this level are able to take shorthand notes at 70 wpm and transcribe with 95% accuracy.

(3) Information Handling - Skill Level 3

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

(4) Business/Financial - Skill Level 2

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

### Grade 6

(i) GRADING

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

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

(ii) GENERAL REQUIREMENT

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

(iii) **SKILLS REQUIREMENTS**

(1) Technical Skills

Keyboard Typing - Skill Level 3

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

Computer - Skill Level 3

Employees at this level are able to use TWO application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each, e.g. database, communications, accounting, payroll/personnel, spreadsheets, graphics, other applications; or

Employees at this level are able to use a central computer resource to an equivalent standard.

Word Processing - Skill Level 2

Employees at this level are able to use TWO software packages at a standard equal to Skill Level 1, or;

apply additional functions such as search and replace, variable fonts, moving and merging across documents, text columns, money columns, tables, e.g. to produce financial statements, printed forms.

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

(2) Secretarial Skills - Skill Level 2

Employees at this level are able to arrange travel bookings and itineraries; make appointments; screen telephone calls; follow visitor protocol procedures; establish telephone contact on behalf of executive.

Take shorthand notes 90 wpm and transcribe with 95% accuracy.

(3) Information Handling - Skill Level 4

Employees at this level are able to maintain a computer based records management system;

identify, access and extract information from internal sources.

(4) Business/Financial - Skill Level 3

Employees at this level are able to prepare cash payment summaries, banking reports and bank statements; maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.

## **Grade 7**

### **(i) GRADING**

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

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

### **(iii) GENERAL REQUIREMENTS**

- (1) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 6. They are responsible and accountable for their own work and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal.
- (2) Employees in this grade must be able to acquire a detailed knowledge of enterprise operations and structures and a basic knowledge of the industry or field of interest in which the organisation operates. Respond to and act upon complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, production and planning schedules, material supply, transport/freight arrangements.
- (3) Employees in this grade shall be capable of guiding employees in lower grades by means of personal instruction and demonstration.

### **(iii) SKILL REQUIREMENTS**

#### **(1) Technical Skills**

##### **Computer - Skill Level 4**

Employees at this level are able to use THREE application software packages developed for a micro/personal computer at a standard equal to Skill Level 2 in each;  
or

use a central computer resource to an equivalent standard; or

apply knowledge of advanced functions of a SINGLE application software package to manipulate data, i.e. modify fields of information, develop new database or spreadsheets models; or graph previously prepared spreadsheets; or perform reconciliation.

and/or

##### **Word Processing - Skill Level 3**

Employees at this level are able to apply advanced functions including Macros, Sorting and Maths functions, boxes, thesaurus using ONE software package; or apply knowledge of additional functions defined in Skill Level 2 using TWO software packages.

#### **(2) Secretarial Skills - Skill Level 3**



Employees at this stage are able to write shorthand notes at 100 wpm and transcribe at 95% accuracy; maintain executive diary; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives; maintain current working and personal filing systems for executive.

(3) Information Handling - Skill Level 5

Employees at this level are able to create new forms of files and records as required using computer-based records systems;  
access, identify and extract information as required from external sources, e.g. databases, libraries, local authorities; maintain subscriptions for required technical, trade and other publication systems, maintain circulation, indexing and filing systems for publications; review/close files, archive files.

(4) Business/Financial - Skill Level 4

Employees at this level are able to reconcile accounts to balance; follow up unpaid accounts; calculate wage and salary requirements; calculate work valuations; prepare bank reconciliations.

(5) Supervisory - Skill Level 1

Employees at this level are able to allocate work tasks to individuals, check work progress and correct errors. Normally 5 or more subordinates would be involved.

(6) Specialist Skills - Skill Level 1

Employees at this level are able to apply knowledge of export and customs documents documentation requirements and procedures;  
apply knowledge of separate relevant industrial award rates of pay and condition, occupational health and safety requirements.

## **Grade 8**

(i) **GRADING**

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

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

(ii) **GENERAL REQUIREMENTS**

- (1) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 7. They are responsible and accountable for their own work and may have limited responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.

- (2) Employees in this Grade are able to apply knowledge of the organisation's objectives, performance, projected areas of growth, product trends; and general industry conditions, e.g. knowledge of competitors and major clients market structure in the performance of their own responsibilities.
- (3) Employees in this Grade shall be capable of guiding employees graded at a lower level by means of personal instruction and demonstration.

(iii) **SKILLS REQUIREMENTS**

(1) **Technical Skills**

**Computer - Skill Level 5**

Employees at this level are able to use TWO application software packages on a micro/personal computer to a standard equal to Skill Level 4 in each; or use a central computer resource to an equivalent standard; or assist in operating a mainframe computer.

and/or

**Word Processing - Skill Level 4**

Employees are able to use complex functions such as moving columns, creating displays or charts or graphs, booklet or report format on ONE software package; or apply knowledge of advanced functions defined in Skill Level 3 using TWO software packages.

(2) **Secretarial Skills - Skill Level 4**

Employees at this level are able to write shorthand notes at 120 wpm and transcribe at 95% accuracy; attend executive/organisational meetings and take minutes; establish current working and personal executive filing system, answering correspondence from verbal or rough hand written instructions; organise teleconferences.

(3) **Information Handling - Skill Level 6**

Employees at this level are able to establish new paper based/manual filing records systems for the enterprise; assist in separate undertaking research (locate/solicit, summarise/extract and interpret information) related to function area; compose original business correspondence from minimum instructions.

(4) **Business/Financial - Skill Level 5**

Employees at this level are able to post transactions to ledger and prepare a trial balance; prepare financial/tax schedules; calculate costings, stock pricing; complete personnel/payroll data for authorisation.

(5) **Supervisory - Skill Level 2**

Employees at this level are able to assist in the development of work quality and performance in a team environment; solve operational problems in own work functional area and resolve operational problems for staff in lower grades; co-ordinate work flow within a section or unit and counsel and advise staff who are under direct supervision.

(6) **Specialist Skills - Skill Level 2**

Employees at this level are able to apply working knowledge of industrial/employment law, equal opportunity, workers compensation procedures and superannuation requirements.

## **Grade 9**

### **(i) GRADING**

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

- (1) The exercise of the 'General Requirements' specified in (ii) hereunder and
- (2) In addition to the 'General Requirements' are required to exercise any one or more of the broad skill levels set out in (iii) hereunder.

### **(ii) GENERAL REQUIREMENTS**

- (1) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 8. They are responsible and accountable for their own work and may have designated responsibility for the unit/section under their supervision. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior officers as required.
- (2) Employees in this Grade are able to assist in developing policy or new products and services to meet changing market or other circumstances; identify and assess internal and external factors impacting on production and service delivery; identify future trends.
- (3) Employees in this Grade are able to assist in the delivery of structured training courses and apply a knowledge of training materials and aids; train employees (where appropriate) in lower Grades by means of personal instruction and demonstration.

### **(iii) SKILL REQUIREMENTS**

#### **(1) Technical Skills**

##### **Computer - Skill Level 6**

Employees at this level are able to use and integrate a variety of application software packages within a micro/personal computer network; or use a central computer resource to an equivalent standard; or evaluate and determine optimum software solutions (using existing software/programs) to meet new or different application requirements; or use MACRO function (logical operators) on a spreadsheet package and/or

##### **Word Processing - Skill Level 5**

Employees at this level are able to use all preceding word processing functions and integrate work processing software with other application software packages to produce complex text and data documents; apply knowledge of Desk Top Publishing to integrate documents and select style sheets appropriate to final presentation;

determine all document production design needs without instructions.

(2) Secretarial Skills - Skill Level 5

Employees at this level are able to arrange conferences and external meetings, originate executive correspondence; assist executive in preparing, attending and following up appointments, interviews, meetings, etc.; act on delegated authority of executive.

(3) Business/Financial - Skill Level 6

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

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

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

assist in financial forecasting;

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

(4) Supervisory - Skill Level 3

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

(5) Specialist Skills - Skill Level 3

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

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

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

## **2. Operational Employees**

### **Grade 1**

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

### **Grade 2**

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

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

- (i) Works under direct supervision either individually or in a team environment.
- (ii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.
- (iii) Understands and utilises basic statistical process control procedures.

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

General labouring duties

General cleaning duties

Repetition work on automatic, semi-automatic or single purpose machines or equipment.

### **Grade 3**

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

- (i) Is responsible for the quality of his/her own work subject to routine supervision.
- (ii) Works under routine supervision either individually or in a team environment.
- (iii) Exercises discretion within his/her level of skills and training.

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

Receiving, despatching, distributing, sorting, checking, packing, documenting and recording of goods, materials and components.

Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Grade 2.

Cleaning duties requiring the exercising of skill and knowledge beyond that of an employee at Grade 2.

Non-trade engineering skills.

Basic keyboard skills.

### **Grade 4**

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

- (i) Works from complex instructions and procedures.
- (ii) Assists in the provision of on the job training to a limited degree.
- (iii) Co-ordinates work in a team environment or works individually under general supervision.
- (iv) Is responsible for assuring the quality of his/her own work.

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

- Inventory and store control including:
  - licensed operation of all appropriate equipment
  - use of tools and equipment within the scope (basic non-trade maintenance)
  - computer operation at a level higher than that of an employee at Grade 3
- Intermediate keyboard skills
- Courier

### **Grade 5**

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

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

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

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

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

### **Grade 6**

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

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

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

### 3. Technical Employees

#### Grade 1

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

#### Grade 2

##### Technical Assistant Level 1.1

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

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

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

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

- repetition work on automatic, semi-automatic or single purpose machines or equipment.
- keyboard skills.
- performs work under supervision either individually or in a team environment.
- maintains records.
- assist in laboratory functions.

or,

##### Specimen Collector Level 1.1

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

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

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

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

- specimen collection
- keyboard skills
- performs work under supervision either individually or in a team environment
- maintains records.

### **Grade 3**

#### Technical Assistant Level 1.2

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

or,

#### Specimen Collector Level 1.2

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

### **Grade 4**

#### Technical Assistant Level 1.3

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

or,

#### Specimen Collector Level 1.3

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

### **Grade 5**

#### Technical Assistant Level 1.4

An employee at this level shall mean an employee who has completed 5850 hours work, as a Technical Assistant, with the current employer or an employer providing a similar service.

or,

#### Specimen Collector Level 1.4

An employee at this level shall mean an employee who has completed 5850 hours work, as a Specimen Collector, with the current employer or an employer providing a similar service.

or,

#### Specimen Collector and Courier

An employee at this level shall mean an employee who has been trained in the multi-skilled role of specimen collection and courier and performs those duties on an ongoing basis.

or,

#### Technician Level 1.1

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



An employee at this level:

- (i) Understands and applies quality control techniques.
- (ii) Exercises good interpersonal and communication skills.
- (iii) Exercises keyboard skills at a level appropriate to this Grade.
- (iv) Performs work under limited supervision either individually or in a team environment.
- (v) Performs non-technical tasks incidental to his/her work.
- (IV) Performs Histology cut-up duties and has an appropriate diploma in Medical Science or a qualification suitable for membership as an intermediate in A.I.M.S.

or,

Cytology Technician level 1.1

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

An employee at this level:

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

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

- on the job training in the microscopic examination of cells for cancerous or pre-cancerous changes and the undertaking of this task when competent.
- assists in the provision of on the job training.

**Grade 6**

Technician Level 1.2

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

or,

Cytology Technician Level 1.2

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

**Grade 7**

Technician Level 1.3

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

or,

Cytology Technician Level 1.3

An employee at this level shall mean (subject to accelerated advancement - as defined), an employee who has completed 3900 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

or,

Specimen Collection Supervisor

An employee at this level shall mean a specimen collector who has been appointed by the employer to supervise lower grade specimen collectors.

**Grade 8**

Technician Level 2.1

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

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

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

or,

Cytology Technician Level 1.4

An employee at this level shall mean (subject to accelerated advancement - as defined), an employee who has completed 5850 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

**Grade 9**

Technician Level 2.2

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

or,

Cytology Technician Level 1.5

An employee at this level shall mean (subject to accelerated advancement - as defined), an employee who has completed 7800 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

**Grade 10**

Technician Level 3.1

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

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

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

or,

Cytology Technician Level 1.6

An employee at this level shall mean (subject to accelerated advancement - as defined), an employee who has completed 9750 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

**Grade 11**

Technician Level 3.2

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

or,

Cytology Technician Level 1.7

An employee at this level shall mean (subject to accelerated advancement - as defined), an employee who has completed 11700 hours work as a Cytology Technician with the current employer or an employer providing a similar service.

**Grade 12**

Technician Level 4

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

or,

Cytology Technician Level 2

An employee at this level is a Technical Employee Grade 11 (as defined) (Cytology Technician Level 1.7) who has successfully completed the examinations for membership of the Australian Society of Cytology.

**4. Specimen Collection Employees / Enrolled Nurse Employees (Division 2)**

An Enrolled Nurse (Division 2) who is employed as a Specimen Collector shall have a sound background in nursing which includes knowledge of specimen collection, drugs and nursing procedures. An employee at this level shall be eligible for registration with the Australian Health Practitioner Regulation Agency (Nursing and Midwifery Board of Australia)

A Pathology Specimen Collector is a person who is principally engaged in the collection of

pathology specimens. As a Pathology Specimen Collector, you will be required to carry out the duties relevant to this role that are within the limits of your skill, competence and training – see the following for further information of your classification details. Your duties may include but are not limited to:

- Storing and processing of pathology specimens, including Pathology specimen collection (including drugs of abuse and cardiology)
- Recording of patient information
- Attending to the well-being of patients
- Liaising with patients regarding the billing process
- Liaising with referring doctors, and
- Operation of VDU's for basic enquiries.

You are required to complete training as appropriate for the specific role or location. These specific roles or locations may include:

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

A Pathology Specimen Collector will be classified at one of the following levels:

#### **Classification Details of what is expected of you**

**Level 1.1** On appointment. Your duties are assigned using written or oral instructions, and your work is reviewed and guidance is available After 494 hours you will automatically progress to Level 1.2.

**Level 1.2** You will carry out responsible and varied collection duties in a skilful, competent manner, as required. You will use standard procedures or modification of standard procedures to solve problems. After completion of 1950 hours you will automatically progress to Level 1.3

**Level 1.3** Demonstrates a broad knowledge base and has been assessed as performing effectively in a technical and team role. Has highly developed client services skills and is able to competently provide a wide range of Pathology services. After completion of 1950 hours, you will automatically progress to Level 1.4

**Level 1.4** You will have an understanding of our philosophies, values and goals and demonstrate this in your work performance and attitude; and continue to build on your technical skills.

**Level 1.5** After completion of 1950 hours as a level 1.4, you will automatically progress to Level 1.5 if:

A/ you hold a cert III in Pathology Collection (and have provided a copy of this certification to your employer)

and

B/ are competent and required to regularly demonstrating performance in a majority of the following criteria:

- Performs home calls
- Performs hospital rounds
- Performs blood gases (venous and capillary)
- Takes responsibility for unexpected occurrences and makes correct decisions with appropriate follow up.

**Level 1.6** This position is upon appointment. You must demonstrate you are competent in and regularly required to perform a majority of the following duties:

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

**Level 2.1** You are competent in a majority of the advanced skills and have advanced responsibilities assisting department supervisors in various aspects of managing the department. This position is upon appointment and may include but are not limited to.

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

After completion of 1950 hours you will automatically progress to Level 2.2.

**Level 2.2** You are competent in a majority of the advanced skills and have advanced responsibilities assisting department supervisors in various aspects of managing the department.

### **Specimen Collector Grade 2A – Registered Nurse**

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

- mantoux injections
- blood gas tests
- staff vaccinations; and

to provide a general nursing service to employees as required.

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

### **Specimen Collector Grade 3**

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

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

#### **Skills and Experience**

A Specimen Collector Grade 3 shall have a sound background in nursing which includes knowledge of specimen collection, drugs and medical procedures. An employee at this level shall be eligible for registration with the Australian Health Practitioner Regulation Agency (Nursing and Midwifery Board of Australia).

## **5. Professional Employees**

### **Graduate Trainee**

- (i) An employee at this level is an employee who applies skills acquired through the successful completion of a relevant Degree in Science or Applied Medical Science or the equivalent thereto.

An employee shall remain at this level until 3900 hours work has been completed.

or,

- (ii) An employee at this level is an employee who applies skills acquired through the successful completion of a Diploma of Diagnostic Radiography or equivalent thereto.

An employee shall remain at this level until 3900 hours work has been completed.

### **Grade 1.1**

An employee at this level shall mean, subject to accelerated advancement (as defined) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto and who has completed 3900 hours work with the current employer or an employer providing a similar service.

### **Grade 1.2**

An employee at this level shall mean, subject to accelerated advancement (as defined) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto and who has completed 5850 hours work with the current employer or an employer providing a similar service.

### **Grade 1.3**

An employee at this level shall mean, subject to accelerated advancement (as defined) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto and who has completed 7800 hours work with the current employer or an employer providing a similar service.

**Grade 1.4**

An employee at this level shall mean, subject to accelerated advancement (as defined) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto and who has completed 9750 hours work with the current employer or an employer providing a similar service.

**Grade 1.5**

An employee at this level shall mean, subject to accelerated advancement (as defined) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto and who has completed 11700 hours work with the current employer or an employer providing a similar service.

**Grade 1.6**

An employee at this level shall mean, subject to accelerated advancement (as defined) a person who has successfully completed a relevant Degree in Science or Applied Medical Science or the equivalent thereto and who has completed 13650 hours work with the current employer or an employer providing a similar service.

**Grade 1.7**

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

**Grade 2**

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

**Grade 3**

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

- to supervise and control departmental procedures carried out by the professional and/or Technical employees;
- to be responsible for the general management and administration of the department;
- to perform the more complex procedures and control the project work of the department;
- to originate and develop new and improved techniques, methods and standards and to make decisions on the techniques and methods required for more complex procedures;
- to supervise and direct the training of employees within the department;
- to identify departmental equipment requirements and to maintain all departmental equipment;

to maintain the departmental consumable requirements;  
to perform other duties as directed.



## **ATTACHMENT 3**

### **3.1 Rates of Pay**

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

<b>Operative Date</b>	<b>31.03.12</b>	<b>31.03.13</b>	<b>31.03.14</b>	<b>31.03.15</b>
<b><u>Administrative Employee</u></b>				
Grade 1	19.2799	19.9065	20.5535	21.2215
Grade 2	19.9491	20.5974	21.2669	21.9580
Grade 3	20.8929	21.5719	22.2730	22.9968
Grade 4	21.7695	22.4770	23.2075	23.9618
Grade 5	23.0992	23.8499	24.6250	25.4253
Grade 6	23.9940	24.7739	25.5790	26.4103
Grade 7	24.9217	25.7317	26.5679	27.4314
Grade 8	25.8926	26.7341	27.6030	28.5001
Grade 9	27.8800	28.7861	29.7216	30.6876
<b><u>Operational Employee</u></b>				
Grade 1	19.2799	19.9065	20.5535	21.2215
Grade 2	19.9491	20.5974	21.2669	21.9580
Grade 3	20.8929	21.5719	22.2730	22.9968
Grade 4	21.7695	22.4770	23.2075	23.9618
Grade 5	23.0992	23.8499	24.6250	25.4253
Grade 6	23.9940	24.7739	25.5790	26.4103
<b><u>Technical Employee</u></b>				
Grade 1	19.2799	19.9065	20.5535	21.2215
Grade 2	19.9491	20.5974	21.2669	21.9580
Grade 3	20.8929	21.5719	22.2730	22.9968
Grade 4	21.7695	22.4770	23.2075	23.9618
Grade 5	23.0992	23.8499	24.6250	25.4253
Grade 6	23.9940	24.7739	25.5790	26.4103
Grade 7	24.9217	25.7317	26.5679	27.4314
Grade 8	25.8926	26.7341	27.6030	28.5001

Grade 9	27.8800	28.7861	29.7216	30.6876
Grade 10	28.8913	29.8303	30.7998	31.8008
Grade 11	29.9122	30.8843	31.8881	32.9244
Grade 12	31.9978	33.0378	34.1115	35.2201

**Professional Employee**

Graduate Trainee	25.8926	26.7341	27.6030	28.5001
Grade 1.1	27.8800	28.7861	29.7216	30.6876
Grade 1.2	28.8913	29.8303	30.7998	31.8008
Grade 1.3	29.9122	30.8843	31.8881	32.9244
Grade 1.4	31.9978	33.0378	34.1115	35.2201
Grade 1.5	33.0546	34.1289	35.2381	36.3833
Grade 1.6	35.1626	36.3054	37.4853	38.7036
Grade 1.7	37.2710	38.4823	39.7330	41.0243
Grade 2	39.3843	40.6643	41.9859	43.3504
Grade 3	45.7091	47.1946	48.7284	50.3121

**Specimen Collectors /  
State Enrolled Nurse**

Trainee Spec Collector	19.2800	19.9066	20.5535	21.2215
Specimen Collector 1.1	20.4088	21.0721	21.7569	22.4640
Specimen Collector 1.2	21.4103	22.1062	22.8246	23.5664
Specimen Collector 1.3	22.4676	23.1978	23.9517	24.7302
Specimen Collector 1.4	23.6642	24.4333	25.2273	26.0472
Specimen Collector 1.5	24.0755	24.8580	25.6659	26.5000
Specimen Collector 1.6	24.7041	25.5070	26.3360	27.1919
Specimen Collector 2.1	25.3555	26.1796	27.0304	27.9089
Specimen Collector 2.2	26.6100	27.4748	28.3678	29.2897

**Registered Nurse**

1st year of service	25.5760	26.4072	27.2654	28.1516
2nd year of service	26.6993	27.5670	28.4630	29.3880
3rd year of service	27.8265	28.7309	29.6647	30.6288

4th year of service	28.9717	29.9132	30.8854	31.8892
5th year of service	30.1326	31.1120	32.1231	33.1671
6th year of service	31.3124	32.3300	33.3808	34.4656
7th year of service	32.5083	33.5648	34.6557	35.7820
8th Year of Service	33.7043	34.7997	35.9306	37.0984
<b><u>Specimen Collector Grade 3</u></b>	39.6839	40.9736	42.3053	43.6802

### 3.2 Call Out Rate

As per clause 2.19.4 a call out payment is applicable and is based on the Professional Grade 1.4 rate. The call out rate is double the hourly Professional 1.4 rate for call out pre midnight. The call out rate is then multiplied by one and half for post midnight. The following call out rates are applicable the first pay period after:

Call Out time	01.09.08	31.03.09	31.03.10	31.03.11
8.00am to midnight	\$63.99	\$66.07	\$68.22	\$70.44
Midnight to 8.00am	\$95.66	\$99.08	\$102.30	\$105.62

### 3.3 Standby Rate

As per clause 2.19.3 a standby allowance will be paid on an hourly basis for each year of the Agreement as follows:

Standby	31.03.12	31.03.13	31.03.14	31.03.15
Weekday	\$4.13 per hour (with a \$41.30 minimum)	\$4.26 per hour (with a \$42.60 minimum)	\$4.40 per hour (with a \$44.40 minimum)	\$4.55 per hour (with a \$45.50 minimum)
Weekend and public holiday	\$8.26 per hour (with a \$103 minimum)	\$8.52 per hour (with a \$106.50 minimum)	\$8.80 per hour (with a \$110.00 minimum)	\$9.08 per hour (with a \$113.50 minimum)

### 3.4 Private Vehicle Allowance

The rates of vehicle allowance for employees required to use a private vehicle in the course of duty as per clause 2.34 are detailed below and are adjusted from time to time by the Australian Taxation Office:

Engine Capacity	Allowance
0-1600	63.0 cents/km
1601-2600	74.0 cents/km
2601	75.0 cents/km

### 3.5 Uniform Allowance

As per clause 2.31 laundering and uniform allowance will apply as detailed below:

3.5.1 The laundering allowance shall be per fortnight.

Laundry Allowance	31.03.12	31.03.13	31.03.14	31.03.15
Fortnight	\$7.23	\$7.46	\$7.70	\$7.96

3.5.2 The initial uniform package shall be:

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

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

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

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

### 3.6 Higher Qualifications – Professional Employees

As per clause 2.12.2 where a Professional employee has a higher qualification, a weekly qualification allowance as detailed below shall apply from the first full pay period after:

Qualification	31.03.12	31.03.13	31.03.14	31.03.15
Graduate Certificate in Medical Science, or equivalent	36.59	37.78	39.01	40.28
Graduate Diploma in				

Medical Science, MAACB or Graduate Diploma in Health Administration or equivalent	60.64	62.61	64.64	66.75
MA, MSc M.App Sc., MAIP, HGSACC, CT (ASC) or other recognised equivalent Degree of qualification from a tertiary institution	70.04	72.32	74.67	77.10
FAACB, FASM, FAIMLS, D.Sc., Ph.D., FAIP, FIMLS	93.05	96.07	99.20	102.42

## EMPLOYER UNDERTAKING

**DIAGNOSTIC SERVICES PTY LTD & CONSULTANT PATHOLOGY SERVICES  
PTY LTD (AG2012/10260)**

**DIAGNOSTIC SERVICES PTY LTD & CONSULTANT PATHOLOGY SERVICES  
PTY LTD ENTERPRISE AGREEMENT (2012)**

DEPUTY PRESIDENT HAMILTON

**Application for the Approval of the Diagnostic Services Pty Ltd & Consultant Pathology Services Pty Ltd Enterprise Agreement (2012) lodged with Fair Work Australia on the 6 August 2012, Matter AG2012/10260.**

Following from correspondence between Fair Work Australia and the Tasmanian Chamber of Commerce and Industry and Australian Nursing Federation (Tasmania Branch) regarding clause 3.2 of Attachment 3 & 2.29 as contained in the proposed Enterprise Agreement, I submit the following amendments to the proposed Enterprise Agreement.

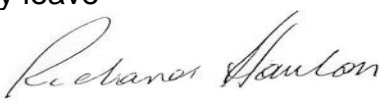
**By deleting the table contained at 3.2 Call Out Rate of Attachment 3 on page 79, and inserting the following table:**

Call Out time	31.03.12	31.03.13	31.03.14	31.01.15
8.00am to midnight	\$63.99	\$66.07	\$68.22	\$70.44
Midnight to 8.00am	\$95.66	\$99.08	\$102.30	\$105.62

**By deleting subclause 2.29 Parental Leave of Part 2 – Conditions of Employment on page 31, and inserting the following:**

Employees are entitled to parental leave in accordance with the National Employment Standards (a copy of which is available to all staff at each worksite) and the parental leave provisions in this Agreement found within this clause and as per Attachment 1. In the event that any provision within this clause or as per Attachment 1 is less beneficial to an employee, then the National Employment Standards shall prevail.

Maternity leave is unpaid leave except for the first twelve weeks, which shall be paid. Payment for the first twelve weeks of maternity leave shall be made at the employee's ordinary rate of pay for the weekly hours of the employee prior to proceeding on maternity leave

Applicant's Signature: 

Name: Richard Hanlon

Capacity/Position: Practice Manager

Date: 20/8/2012