



# WORKPLACE DETERMINATION

*Fair Work Act 2009*

s.266–Industrial action related workplace determination

**Specialist Diagnostic Services Pty Ltd t/a Dorevitch Pathology**

v

**Health Services Union; Australian Nursing and Midwifery Federation**

(B2017/756)

**Specialist Diagnostic Services Pty Ltd t/a Dorevitch Pathology Support  
Employees Workplace Determination 2018**

(ODN B2017/756) [AG500263]

Health and welfare services

VICE PRESIDENT HATCHER  
DEPUTY PRESIDENT CLANCY  
COMMISSIONER CIRKOVIC

SYDNEY, 26 SEPTEMBER 2018

*Workplace Determination*

[1] Further to the decision [2018] FWCFB 5984 issued on 26 September 2018, the Specialist Diagnostic Services Pty Ltd trading as Dorevitch Pathology Support Employees Workplace Determination 2018 is made:

[2] The workplace determination will take effect on and from 26 September 2018.



VICE PRESIDENT

**Specialist Diagnostic Services Pty Ltd trading as Dorevitch  
Pathology Support Employees Workplace Determination 2018**

1. **TITLE.....**
2. **PERIOD OF OPERATION.....**
3. **DEFINITIONS.....**
4. **COVERAGE AND APPLICATION.....**
5. **ACCESS TO THE WORKPLACE DETERMINATION AND THE NES.....**
6. **THE NES AND THIS WORKPLACE DETERMINATION.....**
7. **FLEXIBILITY.....**
8. **CONSULTATION.....**
9. **DISPUTE RESOLUTION.....**
10. **EMPLOYMENT CATEGORIES.....**
11. **TYPES OF EMPLOYMENT – FULL-TIME.....**
12. **TYPES OF EMPLOYMENT – PART-TIME.....**
13. **REVIEW OF PART-TIME HOURS.....**
14. **TYPES OF EMPLOYMENT – CASUAL.....**
15. **CASUAL CONVERSION.....**
16. **VACANCIES.....**
17. **APPOINTMENT.....**
18. **NOTICE.....**
19. **REDUNDANCY.....**
20. **RATES OF PAY.....**
21. **CLASSIFICATIONS.....**
22. **CLASSIFICATION PROGRESSION.....**
23. **PAYMENT OF WAGES.....**
24. **ALLOWANCES.....**
25. **PAYMENT OF POLICE CHECKS.....**
26. **SUPERANNUATION.....**
27. **OVERTIME PENALTY RATES.....**
28. **HIGHER DUTIES.....**

29. **HOURS OF WORK** .....

30. **SPAN OF HOURS**.....

31. **DAYLIGHT SAVINGS** .....

32. **ROSTERING ARRANGEMENTS**.....

33. **TRANSITIONAL PROVISION REGARDING TWO CONSECUTIVE DAYS OFF  
– PART-TIME EMPLOYEES**

34. **SATURDAY AND SUNDAY WORK**.....

35. **MEAL AND REST BREAKS** .....

36. **SHIFTWORK**.....

37. **ANNUAL LEAVE** .....

38. **PUBLIC HOLIDAYS**.....

39. **PERSONAL/CARER’S LEAVE**.....

40. **COMPASSIONATE LEAVE** .....

41. **LONG SERVICE LEAVE**.....

42. **FAMILY VIOLENCE LEAVE** .....

43. **PARENTAL LEAVE** .....

44. **COMMUNITY SERVICE LEAVE**.....

45. **PROFESSIONAL DEVELOPMENT AND TRAINING LEAVE** .....

46. **UNPAID LEAVE**.....

47. **CEREMONIAL LEAVE**.....

48. **DISCIPLINARY PROCESS**.....

49. **ACCIDENT MAKE-UP PAY**.....

50. **STAFF LOCKERS**.....

**SCHEDULE A - WAGE RATES**.....

**SCHEDULE B - CLASSIFICATION DEFINITIONS**.....

**SCHEDULE C – ALLOWANCES** .....

## 1. TITLE

This Workplace Determination is the *Specialist Diagnostic Services Pty Ltd trading as Dorevitch Pathology Support Employees Workplace Determination 2018*.

## 2. PERIOD OF OPERATION

This Workplace Determination operates from the day on which it is made, and will nominally expire on 31 December 2019.

## 3. DEFINITIONS

In this Workplace Determination, unless the contrary intention appears:

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

**3.2 Dorevitch** means Specialist Diagnostic Services Pty Ltd trading as Dorevitch Pathology.

**3.3 Default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

**3.4 Defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

**3.5 My Super product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

**3.6 NES** means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth).

**3.7 Union or unions** means:

**3.7.1** the Health Services Union; and

**3.7.2** the Australian Nursing and Midwifery Federation.

## 4. COVERAGE AND APPLICATION

**4.1** This Workplace Determination will apply to:

**4.1.1** Specialist Diagnostic Services Pty Ltd trading as Dorevitch Pathology in respect to their operations in the State of Victoria and New South Wales and any successors in law in whole or part thereof;

**4.1.2** employees who are employed pursuant to this Workplace Determination in the classifications in this Workplace Determination set out in Schedule A;

**4.1.3** the Health Services Union; and

**4.1.4** the Australian Nursing and Midwifery Federation.

## **5. ACCESS TO THE WORKPLACE DETERMINATION AND THE NES**

Dorevitch must ensure that copies of this Workplace Determination and the NES are available to all employees.

## **6. THE NES AND THIS WORKPLACE DETERMINATION**

The NES and this Workplace Determination contain all the minimum conditions of employment for employees covered by this Workplace Determination. This Workplace Determination contains terms that are also matters under the NES. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s.55 of the Act.

## **7. FLEXIBILITY**

**7.1** Dorevitch and an employee covered by this Workplace Determination may agree to make an individual flexibility arrangement to vary the effect of terms of the Workplace Determination if:

**7.1.1** the Workplace Determination 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

**7.1.2** the arrangement meets the genuine needs of Dorevitch and the employee in relation to 1 or more of the matters mentioned in clause 7.1.1; and

**7.1.3** the arrangement is genuinely agreed to by Dorevitch and the employee.

**7.2** Dorevitch must ensure that the terms of the individual flexibility arrangement:

**7.2.1** are about permitted matters under section 172 of the Act; and

**7.2.2** are not unlawful terms under section 194 of the Act; and

**7.2.3** result in the employee being better off overall than the employee would be if no arrangement was made.

**7.3** Dorevitch must ensure that the individual flexibility arrangement:

**7.3.1** is in writing; and

**7.3.2** includes the name of Dorevitch and the employee; and

**7.3.3** is signed by Dorevitch and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

**7.3.4** includes details of:

- (i) the terms of the Workplace Determination 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
- (iv) states the day on which the arrangement commences.

**7.4** Dorevitch must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**7.5** Dorevitch or the employee may terminate the individual flexibility arrangement:

**7.5.1** by giving no more than 28 days written notice to the other party to the arrangement; or

**7.5.2** if Dorevitch and the employee agree in writing--at any time.

## **8. CONSULTATION**

**8.1** This term applies if Dorevitch:

**8.1.1** has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

**8.1.2** proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **Major change**

**8.2** For a major change referred to in clause 8.1.1:

**8.2.1** Dorevitch must notify the relevant employees of the decision to introduce the major change; and

**8.2.2** clauses 8.3 to 8.9 apply.

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

**8.4** If:

**8.4.1** a relevant employee appoints, or relevant employees appoint, a representative

for the purposes of consultation; and

**8.4.2** the employee or employees advise Dorevitch of the identity of the representative; Dorevitch must recognise the representative.

**8.5** As soon as practicable after making its decision, Dorevitch must:

**8.5.1** 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 Dorevitch is taking to avert or mitigate the adverse effect of the change on the employees; and

**8.5.2** 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.

**8.6** However, Dorevitch is not required to disclose confidential or commercially sensitive information to the relevant employees.

**8.7** Dorevitch must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

**8.8** If a term in this Workplace Determination provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Dorevitch, the requirements set out in clauses 8.2.1, 8.3 and 8.5 are taken not to apply.

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

**8.9.1** the termination of the employment of employees; or

**8.9.2** major change to the composition, operation or size of Dorevitch's workforce or to the skills required of employees; or

**8.9.3** the elimination or diminution of job opportunities (including opportunities for

promotion or tenure); or

**8.9.4** the alteration of hours of work; or

**8.9.5** the need to retrain employees; or

**8.9.6** the need to relocate employees to another workplace; or

**8.9.7** the restructuring of jobs.

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

**8.10** For a change referred to in clause 8.1.2:

**8.10.1** Dorevitch must notify the relevant employees of the proposed change; and

**8.10.2** clauses 8.11 to 8.15 apply.

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

**8.12** If:

**8.12.1** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

**8.12.2** the employee or employees advise Dorevitch of the identity of the representative;

Dorevitch must recognise the representative.

**8.13** As soon as practicable after proposing to introduce the change, Dorevitch must:

**8.13.1** discuss with the relevant employees the introduction of the change; and

**8.13.2** for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what Dorevitch reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that Dorevitch reasonably believes are likely to affect the employees; and

**8.13.3** invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**8.14** However, Dorevitch is not required to disclose confidential or commercially sensitive



information to the relevant employees.

**8.15** Dorevitch must give prompt and genuine consideration to matters raised about the change by the relevant employees.

**8.16** In this term, **relevant employees** means the employees who may be affected by a change referred to in clause 8.1.

## **9. DISPUTE RESOLUTION**

**9.1** If a dispute relates to:

**9.1.1** a matter arising under the Workplace Determination; or

**9.1.2** the National Employment Standards;

this term sets out procedures to settle the dispute.

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

**9.3** In the first instance, the grievance should be discussed between the employee and their line manager.

**9.4** If the matter is still not resolved, the employee may then raise the matter with the relevant Senior Manager and/or State Human Resources Manager.

**9.5** Prior to referring the matter to the Fair Work Commission, the parties will exhaust all reasonable attempts to resolve the matter at the workplace level including further discussion with senior management, including the Head of Human Resources, Pathology.

**9.6** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

**9.7** The Fair Work Commission may deal with the dispute in 2 stages:

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

**9.7.2** if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute; and

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

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.

**9.7.3** A decision that the Fair Work Commission 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.

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

**9.8.1** 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

**9.8.2** an employee must comply with a direction given by Dorevitch to perform other available work at the same workplace, or at another workplace, unless:

(iii) the work is not safe; or

(iv) applicable occupational health and safety legislation would not permit the work to be performed; or

(v) the work is not appropriate for the employee to perform; or

(vi) there are other reasonable grounds for the employee to refuse to comply with the direction.

**9.9** The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

**9.10** Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level.

## **10. EMPLOYMENT CATEGORIES**

**10.1** Employees under this Workplace Determination will be employed in one of the following categories:

**10.1.1** full-time;

**10.1.2** part-time; or

**10.1.3** casual.

**10.2** At the time of engagement Dorevitch will inform each employee whether they are employed on a full-time, part-time or casual basis. Dorevitch may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

**10.3** Any alteration to an employee's classification will be notified to the employee in writing no later than the operative date of such an alteration.

**10.4** Fixed term employment can only be offered for genuine fixed term engagements, including but not limited to:

**10.4.1** special projects;

**10.4.2** parental leave relief; and

**10.4.3** long service leave relief.

## **11. TYPES OF EMPLOYMENT – FULL-TIME**

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week in a fortnight in accordance with the roster.

## **12. TYPES OF EMPLOYMENT – PART-TIME**

**12.1** A part-time employee is an employee who is engaged to work less than the full-time hours of an average of 38 hours per week and who has reasonably predictable hours of work.

**12.2** Before commencing employment, Dorevitch and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. As an alternative, this could also include an agreement in writing to work agreed hours in accordance with a rotating roster.

**12.3** The terms of the above agreement may be varied by Dorevitch and the employee, and if so, the variation must be recorded in writing.

**12.4** Unless otherwise stated, the terms of this Workplace Determination will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

**12.5** On commencement of employment, the employee will be provided with a letter of appointment that states the title of the Workplace Determination, their classification and hourly rate of pay and contracted fortnightly hours which will be worked in accordance with the roster.

## **13. REVIEW OF PART-TIME HOURS**

**13.1** Where the employee is regularly working more than their specified contracted hours for a period of 12 months or more and those hours are reasonably expected to continue, they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

**13.1.1** if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and

**13.1.2** if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client;

**13.2** The change in hours will be confirmed in writing.

**13.3** Any adjusted contracted hours resulting from a review by Dorevitch should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

#### **14. TYPES OF EMPLOYMENT – CASUAL**

**14.1** A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed-term employee, to work up to and including 38 ordinary hours per week.

**14.2** A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements of full-time employees.

**14.3** A casual employee who works on a Saturday, Sunday or Public Holiday will be paid a loading of 75% for all time worked instead of the casual loading of 25%.

**14.4** The minimum period of engagement for a casual employee is 3 hours.

**14.5** Unless otherwise stated in the Workplace Determination, casuals will be entitled to uniform and all other allowances. In addition, casuals will be entitled to overtime in accordance with the provisions of the overtime clause.

#### **15. CASUAL CONVERSION**

Where a casual employee has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences including but not limited to parental leave, long service leave, workers compensation leave and extended personal/carers leave), either Dorevitch or the employee has the right to request in writing the conversion to permanent employment and that request will not be unreasonably refused by either party.

#### **16. VACANCIES**

**16.1** Where a vacancy arises, and a replacement is approved, the responsible manager will initiate action to advertise the vacant position internally at first instance and then externally if necessary.

**16.2** Where it is impracticable to seek internal applicants for the vacancy, Dorevitch may advertise for internal/external applicants concurrently.

## 17. APPOINTMENT

Dorevitch will notify each employee in writing on commencement of their employment the classification for that employee and their terms of employment.

## 18. NOTICE OF TERMINATION OF EMPLOYMENT

18.1 Notice of termination is provided as per the following table:

<b>Employees period of continuous service with Dorevitch at the end of the day notice is given</b>	<b>Period</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

18.2 In addition to the notice in 18.1 hereof, employees of 45 years of age at the time of the giving of the notice with not less than two years' continuous service, will be entitled to an additional week's notice.

18.3 Payment in lieu of the notice prescribed in 18.1 and or 18.2 hereof will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

18.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, Dorevitch would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

18.4.1 the employee's ordinary hours of work (even if not standard hours); and

18.4.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

18.4.3 any other amounts payable under the employee's contract of employment.

18.5 Dorevitch will not be required to give notice of termination to an employee who is dismissed for serious misconduct.

### 18.6 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of Dorevitch except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice Dorevitch may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the

employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### **18.7 Job search entitlement**

Where Dorevitch has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with Dorevitch.

## **19. REDUNDANCY**

**19.1** The parties are committed to ongoing employment and the creation of future employment opportunities.

**19.2** The procedure for redundancies is as follows:

**19.2.1** Dorevitch identifies positions which may be in excess.

**19.2.2** Dorevitch makes a definite decision that roles are no longer required.

**19.2.3** Consultation will commence whereby this decision will be communicated to relevant employees and the relevant union(s) if applicable.

**19.2.4** Formal written communication will be provided to employees and their representatives in respect to the reductions of full-time equivalent (FTE) and the proposed process

**19.2.5** Discussions will take place with the identified employees and the union(s) (if applicable), which will include discussions in respect to identification of any redeployment opportunities.

**19.2.6** If there is no suitable redeployment, the employee will be made redundant.

### **19.3 Redeployment Process**

**19.3.1** Suitable redeployment opportunities will be offered in the first instance, where positions are identified as surplus.

**19.3.2** Suitability for appointment to a redeployment position will be based on the employee having the appropriate skills and qualifications or the potential to develop capability with reasonable training.

**19.3.3** Assessment of the employee for redeployment will be made by the relevant Manager in conjunction with Human Resources.

**19.3.4** An employee who is offered a suitable redeployment opportunity who does not accept the position will not be entitled to a redundancy package.

### **19.4 Suitable Redeployment**

A redeployment offer is suitable if the contract of employment remains ongoing and:

**19.4.1** is within the same skill set as the current position;

**19.4.2** is a position that the employee is qualified to perform, or otherwise could undertake with reasonable training capable of being internally provided by Dorevitch;

**19.4.3** has the same classification level and pay as the current position (or is otherwise acceptable to the employee);

**19.4.4** is a reasonable distance from the employees current work location;

**19.4.5** has regard to the number of ordinary hours normally worked by the employee;

**19.4.6** takes into account the employee's personal circumstances, including family responsibilities.

**19.5** The following table outlines redundancy entitlements for all employees:

<b>Aged less than 45 years</b>				<b>Aged more than 45 years</b>			
Years of Service	Notice Period	Redundancy	Total (Weeks)	Years of Service	Notice Period	Redundancy	Total (Weeks)
Less than 1	3	0	3	Less than 1	4	0	4
1 less than 2	3	4	7	1 less than 2	4	4	8
2 less than 3	3	6	9	2 less than 3	4	6	10
3 less than 4	4	9	13	3 less than 4	5	9	14
4 less than 5	4	12	16	4 less than 5	5	12	17
5 less than 6	4	14	18	5 less than 6	5	15	20
6 less than 7	4	15	19	6 less than 7	5	18	23
7 less than 8	4	16	20	7 less than 8	5	19	24
8 less than 9	4	17	21	8 less than 9	5	20	25
9 and over	4	18	22	9 and over	5	21	26

In addition, in cases of redundancy, pro rata long service after 7 years will be paid as part of the severance pay.

#### **19.6 Reduction in contracted hours**

If an employee accepts a position with less contracted hours, they will be paid a partial redundancy payment calculated on the number of hours reduced.

## **19.7 Counselling**

Dorevitch will provide counselling (this could be via the EAP which can include financial counselling) and outplacement advice will also be provided to employees on request.

## **19.8 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and Dorevitch may, at Dorevitch's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

## **19.9 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

## **19.10 Job search entitlement**

**19.10.1** An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

**19.10.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of Dorevitch, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

**19.10.3** This entitlement applies instead of clause 18.7.

## **19.11 Redundancy calculation**

All redundancy payments will be paid at the employee's base rate of pay plus the following:

**19.11.1** over Workplace Determination payments for ordinary hours of work;

**19.11.2** shift work premiums; and

**19.11.3** Saturday and Sunday premiums, where they are part of ordinary time.

## **20. RATES OF PAY**

**20.1** Rates of pay are contained in Schedule A.

## **21. CLASSIFICATION DEFINITIONS**

**21.1** Classification definitions are contained in Schedule B.



## **22. CLASSIFICATION PROGRESSION**

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, or in the case of a part-time or casual employee, 1824 hours of similar experience, or 1786 hours for registered nurses.

## **23. PAYMENT OF WAGES**

### **Frequency of payment**

**23.1** Wages will be paid weekly or fortnightly or, by agreement between Dorevitch and the majority of employees, monthly.

### **Method of payment**

**23.2** Wages will be paid by electronic funds transfer, as determined by Dorevitch, into the bank or financial institution account nominated by the employee.

**23.3** When an employee's employment is terminated for any reason, payment of all wages and other monies owing to an employee will be made no later than the pay date associated with the pay period in which their employment ends.

### **Special provision**

**23.4** Increases to rates of pay (including back-payments) coming into effect on the date that this determination comes into operation (26 September 2018) shall be calculated and paid on or before 5 December 2018.

## **24. ALLOWANCES**

### **24.1 Uniform allowance**

**24.1.1** Employees required by Dorevitch to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of Dorevitch and a laundry allowance will be paid as per Schedule C.

**24.1.2** The following uniforms will be provided in lieu of any uniform allowance and replaced on an as needs basis:

<b>Employment type</b>	<b>Allocation commencement</b>	<b>on</b>	<b>Yearly allocation</b>
Casual	1 top 1 bottom 1 knitwear		Replacement at manager discretion

Part time up to three days per week	1-3 tops 2 bottoms 1 knitwear	1 top 1 bottom
Part time up to four days per week Full time	4-5 tops 3 bottoms 2 knitwear	3 tops 2 bottoms

**24.1.3** Dorevitch will provide gloves, masks, protective clothing and safety appliances as are required for an employee to properly and safely perform their job function.

## **24.2 Damaged clothing allowance**

**24.2.1** Where an employee, in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), Dorevitch will be liable for the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling.

**24.2.2** This clause will not apply where the damage or soiling is caused by the negligence of the employee.

## **24.3 Meal allowances**

**24.3.1** An employee will be paid a meal allowance as per Schedule C in addition to any overtime payment as follows:

- (i) when required to work more than 1 hour than the usual ceasing time of work for the day; or
- (ii) when recalled to duty outside the normal working hours for a period in excess of 2 hours and when the time of such recalls coincides with or over runs normal workplace meal times; or
- (iii) when an employee is unable to take their meal break due to not being relieved from duty, they will be paid for time worked.

## **24.4 Travel allowances**

**24.4.1** An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance as per Schedule C.

**24.4.2** When an employee is involved in travelling on duty, if Dorevitch cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Dorevitch on production of receipted account(s) or other evidence acceptable to Dorevitch.

**24.4.3** Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 24.4.2, which exceed the mode of transport,

meals or the standard of accommodation agreed with Dorevitch, for these purposes.

#### **24.5 Travel allowance - Reliever Collectors**

**24.5.1** A Reliever Collector will be allocated to a nominated hub as their base location. In the event that the employee is required to travel a distance greater than 20 kilometres from the home base location (return trip of 40 km), the travel allowance will be paid in accordance with Schedule C for all kilometres in excess.

#### **24.6 Telephone allowance**

**24.6.1** Employees who are employed as mobile collectors or relieving collectors will have a mobile telephone provided if their contracted hours are an average of 30 hours per week or greater.

**24.7** Where the mobile collector or relieving collectors contracted hours are less than an average of 30 hours per week, a telephone allowance in accordance with Schedule C will be paid.

#### **24.8 On call allowance**

**24.8.1** An employee required by Dorevitch to be on call will receive additional amounts for each 12 hour period or part thereof, as per Schedule C.

**24.8.2** The minimum recall for all staff will be 3 hours.

#### **24.9 Higher qualification allowance**

**24.9.1** Where a Registered Nurse Pathology Collector has a higher qualification as defined below, and the qualification is applicable and relevant to the employee's current area of practice, a qualification allowance will apply in accordance with the amounts set out in Schedule B:

- (i) Graduate Certificate or equivalent
- (ii) Post Graduate Diploma or Degree
- (iii) Masters or Doctorate

**24.9.2** Such allowance will not be cumulative in the case of multiple higher qualifications.

**24.9.3** An employee claiming entitlement to a qualifications allowance must provide to Dorevitch evidence of holding the qualification for which the allowance is claimed.

#### **24.10 Buddy Allowance**

Where a collector agrees with their line manager to lead a buddy arrangement for a less experienced collector or a person completing vocation placement, they will be entitled to payment in accordance with Schedule C for the agreed period of time.

## **25. PAYMENT OF POLICE CHECKS**

Where an existing employee is required by Dorevitch to satisfy Dorevitch of his or her police record, Dorevitch is responsible for the reasonable expenses associated with procuring the police record. This does not include the pre-employment requirement to provide such record within three months of commencement.

## **26. SUPERANNUATION**

**26.1** Superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Change Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation as varied from time to time governs the superannuation rights and obligations of the parties.

**26.2** Dorevitch will make superannuation contributions on behalf of each eligible associate at the minimum rate required under the *Superannuation Guarantee (Administration) Act 1992*.

**26.3** The fund for the purposes of this Workplace Determination will mean:

**26.3.1** Health Employees Superannuation Trust of Australia (HESTA) established and governed by a trust deed 23 July 1987 as may be amended from time to time and includes any superannuation scheme that may be made in succession thereto;

**26.3.2** First State Super; or

**26.3.3** Any other complying fund requested by the employee and with consent by Dorevitch.

**26.4** HESTA has a My Super Product.

**26.5** Dorevitch will participate in accordance with the trust fund deeds.

**26.6** Dorevitch will provide an employee on commencement of employment with the appropriate membership forms and will forward the completed forms for the employee's choice of fund within 28 days. In the event that the employee has not completed the application form within 28 days, Dorevitch will forward contributions and employee details to the relevant superannuation fund.

### **Salary sacrifice**

**26.7** An employee may direct Dorevitch in writing to make additional superannuation contributions. Salary sacrifice contributions are classified as concessional contributions that are subject to concessional taxation limits (caps) imposed by the Australian Taxation Office.

**26.8** Any amounts paid in accordance with the employee's direction are deemed to be paid in satisfaction of Dorevitch's obligation to pay wages set out in this Workplace Determination. Accordingly no breach of this Workplace Determination will occur if the

actual wages paid to the employee fall below the rates set by this Workplace Determination solely because of Dorevitch paying additional superannuation contributions on a pre-tax basis under this clause. Where an employee elects to salary sacrifice superannuation, Dorevitch's superannuation contributions will be based on the employee's pre-sacrifice wage.

## **27. OVERTIME PENALTY RATES**

### **Overtime rates**

**27.1** An employee who works in excess of:

**27.1.1** 76 hours per fortnight; or

**27.1.2** 7.6 hours in a shift (unless agreement has been reached to work shifts of up to 10 ordinary hours); or

**27.1.3** the agreed shift length, where there is agreement to work shifts of more than 7.6 hours and up to 10 ordinary hours;

will be paid at the rate of time and a half for the first two hours and double time thereafter.

**27.2** In accruing or calculating payment of overtime, each period of overtime will stand alone.

**27.3** All overtime worked on a Sunday will be paid at the rate of double time.

**27.4** Payment of overtime will not affect an employee's entitlement to shift loadings otherwise payable under the Workplace Determination. However, overtime rates will be paid in substitution of the loading usually paid for ordinary hours worked on Saturday and Sunday.

**27.5** Part time employees who are directed to work in excess of their contracted hours (not including where an employee requests to work additional shifts) will be paid overtime rates as defined above. However, where a part-time employee works additional hours that are adjoining rostered ordinary hours (for example, completing required procedures after the conclusion of the rostered shift) this will not incur overtime rates and will be paid at ordinary time rates in fifteen minute intervals or part thereof up to 30 minutes, after which overtime rates will apply.

### **Reasonable Overtime Protection**

**27.6** Dorevitch may require an employee to work reasonable overtime at overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

**27.6.1** any risk to employee health and safety;

- 27.6.2** the employee's personal circumstances including any family and carer responsibilities;
- 27.6.3** the needs of the workplace or enterprise;
- 27.6.4** the notice (if any) given by Dorevitch of the overtime; and by the employee of his or her intention to refuse;
- 27.6.5** whether the employee is entitled to receive overtime payments/penalty rates or other compensation, or a level of remuneration that reflects an expectation of working additional hours;
- 27.6.6** any notice given by Dorevitch of any request or requirement to work the additional hours.
- 27.6.7** any notice given by the employee of his or her intention to refuse to work additional hours.
- 27.6.8** the usual patterns of work in the industry, or the part of the industry, in which the employee works;
- 27.6.9** the nature of the employee's role, and the employee's level of responsibility; and
- 27.6.10** any other relevant matter.

#### **Rest period after overtime**

- 27.7** An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 consecutive hours off duty will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.
- 27.8** If, on the instructions of Dorevitch, the employee resumes or continues work without having had 10 hours off duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### **Time off instead of payment for overtime**

- 27.9** An employee and Dorevitch may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- 27.10** Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement.
- 27.11** An agreement must state the following:

- 27.11.1** the number of overtime hours to which it applies and when those hours were worked;
- 27.11.2** that Dorevitch and the employee agree that the employee may take time off instead of being paid overtime;
- 27.11.3** that if the employee requests at any time Dorevitch must pay the employee for overtime covered by the Workplace Determination but not taken as time off at the overtime rate applicable to the overtime worked; and
- 27.11.4** that any payment mentioned in clause 27.11.3 must be paid in the next pay period following the request (subject to the request being made by the nominated payroll cut-off).
- 27.12** The period of time off that an employee is entitled to take is the same as the number of overtime hours worked at the overtime rate applicable to the overtime when worked. For example, by making an agreement under clause 27.9 an employee who worked 2 overtime hours (which were payable at time and a half) is entitled to 3 hours' time off.
- 27.13** Time off must be taken:
- 27.13.1** within 6 months of the overtime being worked;
- 27.13.2** at a time agreed by the employee and Dorevitch;
- 27.13.3** if the time off is not taken within 6 months or at a time agreed between Dorevitch and the employee then it will be paid as overtime; and
- 27.13.4** if the employee requests at any time to be paid for overtime covered by an agreement under clause 27.9 but not taken as time off, Dorevitch must pay the employee for the overtime in the next pay period following the request (subject to the request being made by the nominated payroll cut-off) at the overtime rate applicable to the overtime when worked.
- 27.14** Dorevitch must not exert undue influence or pressure on an employee to take time off instead of payment for overtime.
- 27.15** If on termination of employment, time off for overtime worked by the employee has not been taken, Dorevitch will pay the employee for overtime at the applicable overtime rate.

#### **Recall to work overtime**

- 27.16** An employee who is recalled to work overtime after leaving Dorevitch's premises will be paid for a minimum of three hours' work at the appropriate overtime rate.
- 27.17** An employee (other than a casual employee) who works so much recall between the completion of their rostered shift and the commencement of their next succeeding rostered period of duty that they would not have had at least 10 consecutive hours off duty between those times, will be released after completion of such recall worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

- 27.18** Where an employee is recalled to duty between the hours of 6.00am and the commencement of their next rostered period of duty, having had at least 10 hours off duty immediately prior to that recall, such employee will be paid for the recall and be released after completion of such recall worked until he/she has had two consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- 27.19** If on the instructions of Dorevitch such an employee resumes or continues work without having ten consecutive hours off duty they will be paid at the rate of double time until they are released from duty for such a rest period and the employee will then be entitled to be absent until they have had the prescribed break specified without loss of pay for rostered ordinary hours occurring during such an absence.
- 27.20** No employee will present for duty on a voluntary basis, unless they have had 10 consecutive hours off duty.
- 27.21** The on call payment will be as per Schedule C per 12 hour period or part thereof.
- 27.22** The on call payment will be as per Schedule C per 12 hour period or part thereof for work completed on a Sunday or public holiday.
- 27.23** In the event an employee is further recalled within the 3 hour payment period, no additional payment will be made.
- 27.24** In the event of an employee finishing any period of overtime when reasonable means of transport are not available for the employee to return to their place of residence, Dorevitch will provide adequate transport free of cost to the employee.

#### **Rest break during overtime**

- 27.25** An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue work after the break.

### **28. HIGHER DUTIES**

- 28.1** An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
- 28.1.1** the time so worked for two hours or less; or
  - 28.1.2** a full day or shift where the time so worked exceeds two hours.

### **29. HOURS OF WORK**

- 29.1** The ordinary hours of work for a full time employee will be 76 hours per fortnight, which may be worked in rostered shifts of up to 7.6 hours or by agreement up to 10 hours.



- 29.2** There will be a minimum break of 8 hours between periods of rostered ordinary hours of duty.
- 29.3** All employees will be guaranteed a minimum of 3 hours consecutive engagement.
- 29.4** Employees and their local managers may agree to arrangements that allow employees to work additional hours, which can be stored and taken at a future time as leave where workload allows.
- 29.5** This will include the following:
- 29.5.1** Individual staff may accrue up to 5 days by agreement
  - 29.5.2** Accrued leave must be taken within 28 days of accrual. If this is not possible, the employee may elect to either take it as an alternate agreed time or be paid out
  - 29.5.3** Accrued hours will be taken as leave or paid out at the applicable Workplace Determination rate for the time the additional work was performed.
- 29.6** Leave loading is not applicable to leave taken under this clause.
- 29.7** Part time employees may at their discretion undertake work that is in addition to their normal rostered shifts at times when they are not rostered for their normal duties. These 'additional hours' will be undertaken in accordance with the following conditions and arrangements:
- 29.7.1** an employee must not work more than 76 ordinary hours per fortnight and 152 ordinary hours per four week period;
  - 29.7.2** an employee must not work more than 7.6 ordinary hours in one shift. However, an employee may work up to 10 ordinary hours in one shift by agreement;
  - 29.7.3** an employee will indicate their desire to work 'additional hours' by recording their name on a list of staff available to work 'additional duties' in the next roster period.
- 29.8** The employee may withdraw the request referred to in clause 29.7.3 by providing Dorevitch with seven days' notice in writing prior to the distribution of rosters for the relevant period.
- 29.9** Where Dorevitch directs an employee to work more than 6 consecutive periods of ordinary duty without 24 hours off duty, the employee will be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until they have been given 24 hours off duty.

## **30. SPAN OF HOURS**

Unless otherwise stated, the ordinary hours of work for a day worker will be worked between 6.00 am and 7.00 pm Monday to Friday.

## **31. DAYLIGHT SAVINGS**

- 31.1** If an employee works on a shift during which time changes because of the introduction or cessation of daylight saving, the employee will be paid for the actual hours worked at the ordinary rate of pay (including any shift penalties or allowances normally payable in respect of this shift).
- 31.2** No overtime is payable for the additional hour worked because of daylight saving.

## **32. ROSTERING ARRANGEMENTS**

- 32.1** A roster of at least fourteen days' duration setting out employees' daily ordinary working hours, commencing and finishing times and meal intervals will be posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by such employees.
- 32.2** Ordinary hours will be worked in shifts of up to 7.6 hours in length. However, by agreement, employees can work their ordinary hours in shifts of up to 10 hours in length.
- 32.3** Dorevitch acknowledges the need of employees to balance work and family commitments. Some employees prefer to work their contracted hours in a non-standard manner to achieve this.
  - 32.3.1** Employees who work less than 5 hours per shift may elect to work an additional shift in the same calendar day provided that the total hours worked in those two shifts do not exceed 10 hours.
  - 32.3.2** At the employee's request and in order to add more flexibility to the existing roster, Dorevitch and the employee may agree to a roster that achieves this and does not attract any additional penalty payments.
  - 32.3.3** The employee may request these arrangements in writing to their line manager.
  - 32.3.4** Dorevitch reserves the right to refuse such a request should it not fit with the rostering pattern and service requirements of the business.
  - 32.3.5** Overtime will only apply where the total hours worked for the day under clause 23 are in excess of 10 hours.
- 32.4** Dorevitch Pathology and an individual employee may, by mutual agreement, fix a roster that operates in lieu of the ordinary rostering arrangements in order to assist the employee balance work and family commitments. Such an agreement shall be recorded in writing, and is terminable on the provision of reasonable notice.
- 32.5** Where it can be so arranged, Dorevitch will roster employees in such a manner that provides full time employees at least 2 consecutive days off duty in any 1 week, unless

otherwise agreed between with the employee or required by Dorevitch due to genuine operational reasons.

- 32.6** As at the date of the Workplace Determination, any newly appointed part time employee will have at least 2 consecutive days off duty in a fortnightly roster unless requested in writing by the employee during the course of their employment.

### **33. TRANSITIONAL PROVISION REGARDING TWO CONSECUTIVE DAYS OFF – PART-TIME EMPLOYEES**

- 33.1** On commencement of the Workplace Determination, existing part-time employees can request to amend their roster to provide 2 consecutive days off in a fortnightly roster. Such request will not be unreasonably refused. If this results in a reduction in the employee's contracted hours, any agreed variation will not entitle the employee to a partial redundancy. However, if additional hours/shifts become available, the employee will be offered those additional hours on an ongoing basis, to compensate for the previously agreed variation.

- 33.2** Where an existing part-time employee requests to amend their roster to provide 2 consecutive days off, however, does not wish to reduce their contracted hours of work, the employee can defer the commencement of the variation until such time as there are suitable vacant hours/shifts available to facilitate the 2 consecutive days off with no reduction in hours. Where additional hours/shifts become available to enable 2 consecutive days off in a fortnightly roster, the employee will be offered those additional hours.

#### **Illustrative example:**

An existing part-time employee works 12 days a fortnight, Monday to Saturday, 4 hours each day. On the commencement of the Workplace Determination, the employee wants 2 consecutive days off in a fortnight, however doesn't want to reduce their contracted hours. No other shifts or hours are available at the worksite or surrounding areas. The employee notifies Dorevitch of their desire to be rostered with 2 consecutive days off in a fortnight should additional hours become available without causing a reduction in their contracted hours. In the interim, the employee continues to work their existing pattern of work. 3 months later, when a vacant 4 hour shift arises on a Monday at their workplace, Dorevitch notifies the employee and they agree to work 11 days over the fortnight with an 8 hour shift every second Monday, and 4 hour shifts on the remaining days. The employee's roster is now changed to provide 2 consecutive days off in a fortnight.

- 33.3** Dorevitch is committed to maximising its permanent workforce. Dorevitch will always offer additional shifts in the first instance to its permanent part-time employees where employees have advised their availability in advance and it is practicable to do so. It will then offer additional shifts to its casual employees where applicable.

- 33.4** All employees will be given 7 days' notice of roster changes except in the case of emergency or sickness, or as requested by an employee.
- 33.5** Where a change of roster is required by Dorevitch, without 7 days' notice, and not by request or agreement by the employee, the employee will be paid a change of roster allowance as per Schedule C.

**34. SATURDAY AND SUNDAY WORK**

- 34.1** For all ordinary hours worked between midnight Friday and midnight Sunday, a day worker will be paid their ordinary hourly rate and an additional 50% loading.
- 34.2** A casual employee who works on a Saturday or Sunday will be paid a loading of 75% for all time worked instead of the casual loading of 25%.

**35. MEAL AND REST BREAKS**

**35.1** Meal and rest breaks are as per the table below.

<b>Hours worked</b>	<b>Rest break (paid)</b>	<b>Meal break (unpaid)</b>
Four hours and up to six hours	One ten minute rest break	Meal break after 5 hours
Six hours or greater	Two ten minute rest breaks	One meal break of at least 30 minutes but not more than 60 minutes

**Meal breaks**

- 35.2** An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- 35.3** The time of taking the meal break may be varied by agreement between Dorevitch and the employee.
- 35.4** Each employee on night duty who is not relieved from duty (and on call) during the rostered meal interval will be granted a meal interval of not less than 20 minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.
- 35.5** The above crib time arrangement may also be adopted in any case where there is mutual agreement between Dorevitch and the employee.

**Tea breaks**

- 35.6** Every employee will be entitled to a paid 10 minute tea break in each 4 hours worked or part thereof greater than 2 hours, at a time to be agreed between Dorevitch and the employee.

**35.7** Subject to agreement between Dorevitch and the employee, such breaks may alternatively be taken as 1 x 20 minute tea break.

**35.8** Tea breaks will count as time worked.

## **36. SHIFTWORK**

**36.1** Shiftwork is worked, and shift penalties are paid, in accordance with the table below:

<b>Shift</b>	<b>Amount</b>
Afternoon Shift/Morning Shift Rostered hours of ordinary duty finish between 7.00pm and 8.00am or commence between 7.00pm and 6.00am	the amount set in Schedule C per shift
Night Shift Rostered hours of ordinary duty finish the day after commencing or after midnight and before 5.00am	the amount set in Schedule C per shift
Permanent Night Shift Working night shift for any period in excess of 4 consecutive weeks	the amount set in Schedule C per shift

**36.2** In the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first they shall be paid the Change of Shift allowance outlined in Schedule C for each such change in addition to any amounts payable.

**36.3** Notwithstanding the above, the change of shift allowance is not payable:

**36.3.1** Where Dorevitch agrees to a request in writing made on behalf of one or more of their employees for changes in shifts.

**36.3.2** Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, accrued days off, rostered days off and public holidays.

**36.4** Where directed the following rate of payment shall be made where the Saturday or Sunday duty involves work performed by a worker of broken shifts outside:

**36.4.1** a spread of nine hours from the time of commencing work - will be paid at time and three-quarters,

**36.4.2** a spread of twelve hours from the time of commencing work - will be paid at double time.

## **37. ANNUAL LEAVE**

**37.1** Annual leave is provided for in the NES. This clause contains additional provisions.

### **Basic entitlement**

**37.2** An employee (other than a casual employee) is entitled to 4 weeks annual leave for each year of service with Dorevitch.

**37.3** An employee engaged as a registered nurse (other than a casual employee) is entitled to 5 weeks annual leave for each year of service with Dorevitch.

**37.4** Part-time employees will be entitled to annual leave on a pro rata basis. Where the ordinary hours for a part-time employee have varied during the period of accrual, the average ordinary hours will be used to determine the employee's annual leave entitlement.

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

### **Additional Week's Annual Leave**

**37.6** An employee who works for 4 or more ordinary hours on 10 or more occasions falling on a weekend in a year is entitled to an additional week's annual leave on the same terms and conditions.

**37.7** Employees who meet the requirements of clause 37.6 will be considered shiftworkers for the purpose of the additional annual leave provided for in the NES.

**37.8** Where an employee would ordinarily fit the requirements of clause 37.6 above and whose employment is terminated for any reason, will be paid in addition to any other amounts due to the employee, the pro rata amount of the additional weeks' annual leave (if not otherwise accrued).

### **Taking of annual leave**

**37.9** Annual leave will be taken at a time or times as agreed between Dorevitch and the employee. Where an employee requests a period of annual leave, agreement will not be unreasonably withheld by Dorevitch.

**37.10** Dorevitch will respond to an employee's written request for annual leave within 14 days of the request being made. In the event that the request for annual leave is not agreed to by Dorevitch reasons will be given in writing.

**37.11** Where a public holiday occurs during a period when an employee is on annual leave, the employee is taken not to be on annual leave on that public holiday.

**37.12** If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under the Workplace Determination, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

### **Payment for annual leave**

**37.13** If an employee takes a period of paid annual leave, Dorevitch must pay the employee their ordinary pay for the period of leave so taken.

**37.14** 'Ordinary pay', for the purposes of this clause, means remuneration for the employee's weekly number of hours during the period of leave taken, calculated at the ordinary time rate of pay.

**37.15** If, when the employment of an employee ends, the employee has an accrued annual leave entitlement, Dorevitch must pay the employee the amount that would have been payable to the employee had they taken the period of accrued annual leave.

### **Annual Leave Loading**

**37.16** In addition to the ordinary pay, when taking annual leave employees will receive either:

**37.16.1** shift work premiums, according to the roster or projected roster (where applicable); and

**37.16.2** Saturday and Sunday premiums, according to the roster or projected roster (where applicable); or

**37.16.3** annual leave loading equal to 17.5% of his or her wage, for his or her normal weekly hours, calculated at the ordinary time rate of pay;

whichever is the higher.

### **Annual leave in advance**

**37.17** Annual leave may be taken in advance, by mutual agreement between Dorevitch and the employee.

**37.18** Where annual leave has been taken in advance by an employee and:

**37.18.1** the employment of the employee is terminated before he or she has completed the sufficient service to accrue the leave taken in advance; then

**37.18.2** Dorevitch will be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of employment.

### **Cashing out of annual leave**

**37.19** Paid annual leave must not be cashed out except in accordance with an agreement under this clause.

**37.20** Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.

**37.21** Annual leave may only be cashed out by an employee in conjunction with the employee agreeing to take at least one weeks' annual leave within a four month period of the cashing out.

**37.22** Dorevitch and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

**37.23** The agreement under this clause must:

**37.23.1** state the amount of leave to be cashed out and the payment to be made to the employee for it;

**37.23.2** state the date on which the payment is to be made; and

**37.23.3** be signed by Dorevitch and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

**37.24** The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

**37.25** An agreement under this clause must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks (or 5/6 weeks if a shiftworker).

**37.26** Dorevitch must keep a copy of any agreement under this clause as an employee record.

### **Closure**

**37.27** Where Dorevitch intends to temporarily close or reduce establishment size for purpose of allowing annual leave then Dorevitch will give 4 weeks' notice of that intention to any employee affected by this provision.

**37.28** Any employee who at the date of closing is entitled to annual leave will commence annual leave from the date of closing.

**37.29** Any employee who at the date of closing is not entitled to annual leave will be given leave without pay from the date of closing.

### **Excessive leave accruals: general provision**

**37.30** An employee has an excessive leave accrual if the employee has accrued more than:

**37.30.1** 8 weeks' paid annual leave (or 10 weeks' annual leave if a registered nurse);  
or,

**37.30.2** for shift workers as defined, 10 weeks' paid annual leave (or 12 weeks' annual leave if a registered nurse).

**37.31** If an employee has an excessive leave accrual, Dorevitch or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

### **Excessive leave accruals: direction by Dorevitch that leave be taken**

**37.32** If Dorevitch has genuinely tried to reach agreement with an employee, but agreement is not reached (including because the employee refuses to confer), Dorevitch may direct the employee in writing to take one or more periods of paid annual leave.

**37.33** However, such a direction by Dorevitch:

**37.33.1** is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any



other paid annual leave arrangements (or otherwise agreed by Dorevitch and employee) are taken into account; and

**37.33.2** must not require the employee to take any period of paid annual leave of less than one week; and

**37.33.3** must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

**37.33.4** must not be inconsistent with any leave arrangement agreed by Dorevitch and the employee.

**37.34** The employee must take paid annual leave in accordance with a direction under clause 37.32 that is in effect.

#### **Excessive leave accruals: notice by an employee that leave be taken**

**37.35** If an employee has genuinely tried to reach agreement with Dorevitch, but agreement is not reached (including because Dorevitch refuses to confer), the employee may give notice in writing to take one or more periods of paid annual leave.

**37.36** However, an employee may only give a notice to Dorevitch to take leave if:

**37.36.1** the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

**37.36.2** the employee has not been given a direction that when any other paid annual leave arrangements are taken into account, would eliminate the employee's excessive leave accrual (including arrangements by agreement or directions to take excessive annual leave).

**37.37** A notice given by an employee must not:

**37.37.1** if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or

**37.37.2** provide for the employee to take any period of paid annual leave of less than one week; or

**37.37.3** provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

**37.37.4** be inconsistent with any leave arrangement agreed by Dorevitch and employee.

**37.38** An employee is not entitled to request by a notice more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker) in any period of 12 months.

## **38. PUBLIC HOLIDAYS**

**38.1** Public holidays are provided for in the NES. This clause contains additional provisions.

### **Entitlement**

**38.2** An employee shall be entitled to holidays on the following days:

**38.2.1** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

**38.2.2** the following days as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day; and

**38.2.3** Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

#### **Public holidays in lieu**

**38.3** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

**38.4** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

**38.5** When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

#### **Public holiday penalty rate**

**38.6** If an employee works on a public holiday they shall be paid double time and a half for the time worked.

#### **Public holiday falling on a rostered day off**

**38.7** If the public holiday falls on the employee's rostered day off, he or she will be entitled to one and a half ordinary day's pay or, if the employee and Dorevitch so agree:

**38.7.1** the employee may take one day off within four weeks of the public holiday; or

**38.7.2** have one day added to his or her annual leave.

#### **Public Holidays and Part Time Employees**

**38.8** A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless they are required to work on the public holiday.

#### **Easter Saturday**

**38.9** An employee who works on Easter Saturday will be paid double time and a half for the time worked. An employee who does not work on Easter Saturday will not be entitled to receive payment for that day.

#### **Substitution**

**38.10** Dorevitch and an employee may, by agreement, substitute another day for a public holiday.

## **Cross Border Issues**

**38.11** In recognition of the special cross border circumstances relating to the Albury Laboratory on the NSW Labour Day holiday, staff will be paid double time and a half for the hours worked (at the appropriate rate).

## **39. PERSONAL/CARER'S LEAVE**

**39.1** Full time and part time employees are entitled to personal leave in accordance with the NES. Full time and part time employees are also entitled to personal leave under this clause to the extent that it provides a greater benefit than the NES. The leave benefits in this clause are inclusive of, and not in addition to, any entitlement to personal leave under the NES arising in respect of the same circumstances.

**39.2** Personal leave may be taken by an employee due to their own illness/injury (sick leave). Personal leave can also be taken by the employee to provide care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of a personal illness or injury of the member or an unexpected emergency affecting the member (carer's leave).

**39.3** An immediate family member for leave purposes is defined as a spouse or partner (including a former spouse or partner, a de facto spouse or partner, a former spouse or de facto partner) of the employee. A de facto spouse or de facto partner means a person who lives with the employee as his or her partner on a bona fide domestic basis and a child or 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.

**39.4** The provisions of clauses 39.1 and 39.2 are subject to the condition that illness is certified by a legally qualified medical practitioner (or a statutory declaration signed by an employee shall be deemed to be satisfactory evidence of sickness) and evidence thereof, if required by Dorevitch, is produced within three days of such a request.

**39.5** For the purpose of certifying leave through illness Dorevitch will accept certificates from the following practitioners where they are registered to practice by the relevant state authorities: medical practitioners, clinical psychologists and dentists.

**39.6** An employee may be absent through sickness for one day without furnishing evidence of such sickness on not more than three occasions in any one year of service, provided that where an employee is rostered to work on a public holiday and fails to do so through sickness, they shall not be entitled to sick leave under this clause unless they furnish evidence of such sickness within three days of their return to work.

**39.7** If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), the employee is taken not to be on paid annual leave for the period of that other leave of absence when evidence has been provided in accordance with clauses 39.4, 39.5 and 39.6.

**39.8** Payment for personal/carer's leave will be inclusive of any higher qualifications allowance payable to the employee.

**39.9** Where an employee is directed not to attend work due to a serious infectious outbreak or having contracted an infectious illness from clients in the course of employment, they will not be required to use personal leave, but will be paid ordinary hours of work for the duration of the absence.

**39.10** Personal leave is accrued based on length of service as follows:

**39.10.1** 91 hours and 12 minutes for full time employees and pro-rata for part time employees in the first year of service;

**39.10.2** 106 hours and 24 minutes for full time employees and pro-rata for part time employees in the second to fourth year of service (inclusive);

**39.10.3** 159 hours and 36 minutes for full time employees and pro-rata for part time employees in the fifth and following years of service.

#### **40. COMPASSIONATE LEAVE**

**40.1** Compassionate leave is in accordance with the NES.

##### **Bereavement Leave within Australia**

**40.2** An employee is entitled to up to 4 days' bereavement leave on each occasion of the death in Australia of either a member of the employee's immediate family or household.

**40.3** Proof of death must be provided to the satisfaction of Dorevitch, if requested.

#### **41. LONG SERVICE LEAVE**

**41.1** All employees covered by this Workplace Determination will accrue long service leave at the rate of 6 months after 15 years of service. All long service leave accruals prior to 7 December 1998 will be preserved.

**41.2** Where Dorevitch agrees, the employee can take long service leave on a pro rata basis after 10 years of service. Where agreement is not forthcoming, the employer will grant long service leave at an agreed time within 12 months of receiving the request from the employee.

**41.3** Where Dorevitch agrees, long service leave can be taken at half pay for twice the length of time.

**41.4** In the case of an employee who has completed at least 10 years of service but less than 15 years of service and whose employment is terminated (excluding serious and wilful misconduct), long service leave will be payable on a pro-rata basis as equals to one thirtieth of the period of service.

- 41.5** Service will also include periods during which an employee was serving in the Armed Forces or was made available by Dorevitch for National Duty.
- 41.6** Where a business is transmitted from one employer (the transmitter) to another employer (the transmittee), an employee who worked with the transmitter and who continues in the service of the transmittee will be entitled to count their service with the transmitter as service with the transmittee for the purposes of this clause.
- 41.7** For the purposes of this clause:
- 41.7.1** Subject to this clause service will also include all periods during which an employee was serving in Her Majesty's Forces or was made available by Dorevitch for National Duty.
  - 41.7.2** Where a business is transmitted from one employer (the transmittor) to another employer (the transmittee) an employee who worked with the transmittor and who continues in the service of the transmittee will be entitled to count their service with the transmittor as service with the transmittee for the purposes of this clause.
- 41.8** For the purposes of this clause, service will be deemed to be continuous notwithstanding:
- 41.8.1** the taking of any annual leave or long service leave;
  - 41.8.2** any absence from work on account of illness or injury;
  - 41.8.3** the taking of any other leave granted by Dorevitch;
  - 41.8.4** any interruption or ending of the employment by Dorevitch if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - 41.8.5** in the case of an employee performing duties in relation to assets of a particular kind, any absence from work arising solely because of a transfer assets from one employer to another employer;
  - 41.8.6** any interruption arising directly or indirectly from an industrial dispute;
  - 41.8.7** the dismissal of an employee, but only if the employee is re-employed within a period not exceeding three months after the dismissal;
  - 41.8.8** the standing-down of the employee on account of slackness of trade;
  - 41.8.9** if the employee is a woman, any absence from work in respect of her pregnancy for a period not exceeding twelve months or any longer period that may be specified in the relevant award, Workplace Determination or employment agreement; and
  - 41.8.10** any other absence approved by Dorevitch either before or after it occurs.
- 41.9** In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in clause 41.8.1 to 41.8.5 will be counted as part of the period of their service, but any interruption or absence of a kind mentioned in clause

41.8.6 to clause 41.8.10 will not be counted as part of the period of service unless it is so authorised in writing by Dorevitch.

**41.10** Dorevitch will keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.

#### **Payment in lieu of long service leave on the death of an employee**

**41.11** Where an employee who has completed at least 10 years' service dies while still in the employ of Dorevitch, Dorevitch will pay to such employee's personal representative a sum equal to the pay of such employee for one thirtieth of the period of the employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.

#### **Payment for period of leave**

**41.12** Payment to an employee in respect of long service leave will be made in one of the following ways:

**41.12.1** in full in advance when the employee commences their leave or

**41.12.2** at the same time as payment would have been made if the employee had remained on duty; in which case payment will, if the employee in writing so requires, be made by cheque posted to a specified address or

**41.12.3** in any other way agreed between Dorevitch and the employee.

**41.13** Where the employment of an employee is for any reason terminated before the employee takes any long service leave to which they are entitled or where any long service leave accrues to an employee pursuant to clause 41.1 or 41.2, the employee will be entitled to pay in respect of such leave as at the date of termination of employment.

**41.14** Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the employee, the employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

#### **Taking of leave**

**41.15** When an employee becomes entitled to long service leave such leave will be granted by Dorevitch within 6 months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed, provided that such leave is not to commence before the expiry of 6 months from the date of such determination.

**41.16** Any long service leave will be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.

**41.17** If Dorevitch and an employee so agree:

**41.17.1** the first 6 months long service leave to which an employee becomes entitled under this award may be taken in two or three separate periods; and

**41.17.2** any subsequent period of long service leave to which the employee becomes entitled may be taken in 2 separate periods, but save as aforesaid long service leave will be taken in one period.

**41.18** Dorevitch may by agreement with an employee grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave will not be granted before the employee has completed 10 years' service.

**41.19** Where the employment of an employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, Dorevitch may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

## **Definitions**

**41.20** For the purposes of this clause the following definitions apply:

**41.20.1** Pay means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in Schedule A hereof at the time the leave is taken or (if the employee dies before the completion of leave so taken) as at the time of their death; and will include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to an employee during their period of leave and where a deduction is made for the rental, such amount will be deducted from the pay for the period of leave.

**41.20.2** Month will mean a calendar month.

**41.20.3** Transmission includes transfer, conveyance, assignment or succession whether by award or by operation of law and transmitted has a corresponding interpretation.

## **42. FAMILY VIOLENCE LEAVE**

**42.1** Domestic violence includes physical, sexual, financial, verbal or emotional abuse by a family or household member as defined under the *Family Violence Protection Act 2008* (Vic).

**42.2** Dorevitch will provide full time and part time employees experiencing domestic violence with reasonable paid leave of up to 5 working days per calendar year (non-cumulative) for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with domestic violence (supporting evidence or proof may be required).

**42.3** Dorevitch Pathology will facilitate the implementation of family and domestic violence leave through a policy and procedure that will ensure confidentiality and timely support for employees who may apply for leave.

**42.4** This leave will be in addition to other existing leave entitlements and does not accrue from year to year.

**42.5** Employees may access paid carer's leave to provide care and support to members of their immediate family or household who are experiencing domestic violence as defined in sub clause a of this clause.

### **43. PARENTAL LEAVE**

**43.1** This clause will operate in addition to parental leave and family leave provisions set out in the NES. The employee may apply for an extension of unpaid parental leave in accordance with the Act.

#### **Paid Parental Leave (Primary Carer)**

**43.2** A primary carer (other than a casual) who qualifies for parental leave will be entitled to 6 weeks of paid primary carer's leave. This leave will be taken from the date of birth or the date of placement of an adopted child. The primary carer can then access any other accrued leave entitlements before accessing any approved unpaid parental leave.

**43.3** An employee will be able to access up to 2 weeks of carer's leave from their personal leave entitlement.

**43.4** Dorevitch may request the employee to take parental leave when within 6 weeks of confinement.

**43.5** A primary carer is defined as the person who:

- has major daily responsibility for caring for the newborn or adopted child,
- looks after the child/ren's needs,
- makes most arrangements for the daily needs of the child/ren,
- is the first individual for the day care, school, or college to contact in emergencies, or
- is the individual who is responsible for taking the child/ren to and from day care/pre-school/kindergarten/school.

#### **Prenatal leave**

**43.6** An employee may access carer's leave to attend pre-natal classes and appointments (pre-adoption appointments) if their hours of work prevent them from attending during non-work hours. Where possible applications to attend should be made to the employee's manager at least 2 weeks prior to the pre-natal class or appointment.

#### **Breastfeeding facilities**

**43.7** Dorevitch will upon request provide private and comfortable areas at each worksite for collection employees who are breastfeeding to enable them to express milk.

#### **Paid Parental Leave (Secondary Carer)**

**43.8** A secondary carer is a person who has parental responsibility for the child but is not the primary carer. A secondary carer will be entitled to 1 week of paid parental leave.



**43.9** An employee will provide to Dorevitch at least 10 weeks prior to each proposed period of parental leave with:

**43.9.1** a certificate from a registered medical practitioner which names their partner, states that they are pregnant and the expected date of confinement, or states the date on which the birth took place or date of adoption; and

**43.9.2** written notification of the dates on which they propose to start and finish the period of parental leave; and

**43.9.3** except in relation to leave taken simultaneously with the child's primary carer a statutory declaration stating:

**43.9.4** the employee will take that period of parental leave to become the primary carer of a child;

**43.9.5** particulars of any period of parental leave sought or taken by the employee's partner; and

**43.9.6** that for the period of parental leave the employee will not engage in any conduct inconsistent with his contract of employment.

**43.10** The employee will not be in breach of clause 43.9 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the primary carer of the child, or other compelling circumstances.

#### **Parental leave – part time work provisions**

**43.11** By mutual agreement with management and where appropriate, an employee returning from parental leave may return on a part time basis for an agreed period.

**43.12** Agreement to part-time work will be in writing, setting out the anticipated working arrangements. The written agreement will also specify the classification applying to the work and the duration of the part time work. The agreement may be varied with mutual consent and any variations will be confirmed in writing.

**43.13** When the employee's temporary part time arrangements expire, they will be entitled to return to the position they held before taking parental leave or another agreed position.

#### **Payment for primary carer's leave**

**43.14** At the request of the employee, payment of primary carer's leave will be made either by lump sum at the commencement of leave or in fortnightly instalments on the normal payroll dates (at either full or half pay, which is to be nominated by the employee).

#### **Special maternity leave**

**43.15** Where Dorevitch provides primary carer's leave, and an employee who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to the full amount of any paid leave provided by this Workplace Determination. In either of these circumstances, paid primary carer's leave and secondary carer's leave will also

apply. Further, the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

**43.16** Where an employee not then on primary carer's leave suffers illness related to their pregnancy, they may take any paid sick leave to which they are entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before their return to work. The aggregate of parental leave (including paid primary carer's leave), paid sick leave and special maternity leave, including leave taken by a partner, may not exceed 104 weeks.

**43.17** Where leave is granted, during the period of leave an employee may return to work at any time, as agreed between Dorevitch and the employee provided that time does not exceed 4 weeks from the recommencement date desired by the employee.

#### **44. COMMUNITY SERVICE LEAVE**

**44.1** Community service leave is provided for in the NES. This clause contains additional provisions.

**44.2** For full-time and part-time employees involved in the recognised voluntary services of the SES, CFA, and the Red Cross, Dorevitch will facilitate the employees' access to their paid annual leave if the employee elects to apply for annual leave. Approval will be subject to operational needs.

**44.3** Notwithstanding anything else contained in this clause an employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

**44.3.1** the period consists of one or more of the following:

- (i) time when the employee engages in the activity;
- (ii) reasonable travelling time associated with the activity;
- (iii) reasonable rest time immediately following the activity; and

**44.3.2** unless the activity is jury service – the employee's absence is reasonable in all the circumstances.

**44.4** It will be the responsibility of the employee to keep their management informed about the time off needed to attend emergency duties.

**44.5** To receive payment, an employee will provide Dorevitch with proof of attendance to the emergency situation from the relevant authority. The onus will remain solely upon the employee to substantiate a claim for payment.

**44.6** Where an employee fails to provide proof of attendance from the relevant authority no claim for payment will be recognised and no claim will be granted retrospectively.

**44.7** An employee required to attend for jury service will be reimbursed by Dorevitch an amount equal to the difference between:

**44.7.1** the amount paid by the state of Victoria in respect of attendance for jury service; and

**44.7.2** the amount the employee could reasonably expect to have received from Dorevitch as earnings for that period had the employee not been performing jury service.

**44.8** An employee will notify Dorevitch as soon as possible of the date they are required to attend jury service. The employee will give Dorevitch proof of attendance at the court, the duration of such attendance and the amount received for jury service.

#### **45. PROFESSIONAL DEVELOPMENT AND TRAINING LEAVE**

**45.1** Subject to organisational requirements, service capacity and relevance to employment, all employees covered by this Workplace Determination may apply to access up to 5 days paid development leave per year non-cumulative (pro-rata for part time employees), except that up to 10 days may be taken in any two year period. This may be in the form of study leave, conference leave and/or professional development for health-related, union endorsed industrial relations or union endorsed health and safety courses.

**45.2** An employee wishing to take leave pursuant to this clause must apply in writing to Dorevitch. The application must include:

**45.2.1** Details of the course (including duration, fees and other associated costs – although Dorevitch will not be liable for the cost associated with union endorsed courses); and,

**45.2.2** Details of the relevance of the course to the employee's employment.

**45.3** Dorevitch will notify the employee of whether Dorevitch has approved their request within 14 days of the receipt of the application. Dorevitch will not unreasonably refuse approval.

#### **46. UNPAID LEAVE**

**46.1** In addition to any other form of leave under this Workplace Determination or the NES, on application by an employee, Dorevitch will consider the granting of unpaid leave for any purpose. If such leave is agreed, the terms of the leave arrangement will be formalised in writing. Unpaid leave does not count as service for any purpose, but does not break an employee's continuity of service.

#### **47. CEREMONIAL LEAVE**

**47.1** An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of Dorevitch.

## **48. DISCIPLINARY PROCESS**

- 48.1** A union representative may be present if desired by either party for the purpose of the disciplinary process set out below.
- 48.2** Where disciplinary action is necessary the management representative will notify the employee of the reason. The first warning will be verbal or written depending on the seriousness and will be recorded on the employee's file.
- 48.3** If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to the employee and recorded on the employee's personal file.
- 48.4** If the problem continues the employee will be seen again by management. A final warning in writing may be given.
- 48.5** In the event of the matter recurring, then the employee may be terminated. No dismissals are to take place without the authority of senior management.
- 48.6** Summary dismissal of an employee may still occur for acts of 'serious or wilful misconduct'.
- 48.7** As an alternative to termination for serious misconduct, Dorevitch may issue the employee with a warning (including a first and final warning). This does not affect Dorevitch's right to terminate the employee's employment where a further act of serious misconduct occurs.
- 48.8** If a dispute should arise over the disciplinary action, the matter can be progressed in accordance with the dispute resolution procedure.
- 48.9** Any disciplinary action taken in respect of an employee will be recorded on the individual's employee file provided that after 12 months from the issue of the disciplinary action, it may not be relied on for successive disciplinary action.
- 48.10** Dorevitch will formulate policies and practices in accordance with these procedures, which will be circulated to all employees at each employment location.
- 48.11** All employees will be handed a copy of these procedures on commencement of employment.

## **49. ACCIDENT MAKE-UP PAY**

- 49.1** Where an entitlement to accident make-up pay arises under this part any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic) it will be deemed to include a reference to the *Accident Compensation Act 1985* and any reference to the *Accident Compensation Act 1985* will be deemed to include a reference to the *Workers Compensation Act 1958*.

### **Definitions**

**49.2** The words hereunder bear the respective definitions set out herein.

**49.2.1 Accident pay**

(i) **Total incapacity**

In the case of an employee who is or deemed to be totally incapacitated within the meaning of the *Accident Compensation Act 1985* (the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(i) of the Act for the week in question and the total 38 hour weekly rate and weekly over award payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if he or she had been performing his or her normal duties provided that such latter rate will exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) **Partial incapacity**

In the case of an employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(ii) of the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-award payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate will exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(iii) The total 38 hour weekly Workplace Determination rate and weekly over-Workplace Determination payment abovementioned will be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to section 9.6(1) of the Act such reduction will not increase the liability of Dorevitch to increase the amount of accident pay in respect of that injury.

(iv) For the purposes of the calculation of the total 38 hour weekly award rate and weekly over-award payment in clause 49.2.1(i) and (ii) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) will not be taken into account.

### **49.2.2 Payment for part of a week**

Where an employee receives accident pay and such pay is payable for incapacity for part of the week the amount will be direct pro rata.

**49.2.3 Injury** will be given the same meaning and application as applying under the Act and no injury will result in the application of accident pay unless an entitlement exists under the Act.

### **Qualification for payment**

**49.3** Always subject to the terms of this clause, an employee covered by this part will upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by Dorevitch where liable to pay compensation under the Act, which said liability by Dorevitch for accident pay may be discharged by another person on his behalf, provided that:

**49.3.1** Accident pay will only be payable to an employee whilst such employee remains in the employment of Dorevitch by whom he or she was employed at the time of the incapacity and then only for such period as he or she receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from Dorevitch but such alternative employment is available with another employer than the relevant amount of accident pay will be payable.

**49.3.2** Provided further that in the case of the termination of employment by Dorevitch of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay will continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.

**49.3.3** In order to qualify for the continuance of accident pay on termination an employee will if required provide evidence to Dorevitch of the continuing payment of weekly employees compensation payments.

**49.4** Accident pay will not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to clause 49.5 and to the maximum period of payment prescribed elsewhere herein, accident pay will apply only to the period of incapacity after the first two weeks.

**49.5** Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in Section 3 of the Act such injuries or diseases will not be subject to accident pay unless the employee has been employed with Dorevitch at the time of the incapacity for a minimum period of one month.

**49.6** Accident pay will not apply in respect of any injury during the first 5 normal working days of incapacity.

**49.7** Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore will receive accident pay from the first day of the incapacity.

**49.8** An employee on engagement may be required to declare all workers compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared Dorevitch may require the employee to forfeit his or her entitlement to accident pay under this clause.

#### **Maximum period of payment**

**49.9** The maximum period or aggregate of periods of accident pay to be made by Dorevitch will be a total of 39 weeks for any one injury as defined in clause 49.2.3.

#### **Absences on other paid leave**

**49.10** An employee will not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

#### **Notice of injury**

**49.11** An employee upon receiving an injury for which he or she claims to be entitled to receive accident pay will give notice in writing of the said injury to Dorevitch as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the employee.

#### **Medical examination**

**49.12** In order to receive entitlement to accident pay an employee will conform to the requirements of the Act as to medical examination.

**49.13** Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and his or her fitness for work or specifies work for which the employee is fit and such work is made available by Dorevitch and refused by the employee or the employee fails to commence the work, accident pay will cease from the date of such refusal or failure to commence the work.

#### **Cessation of weekly payments**

**49.14** Where there is a cessation or redemption of weekly compensation payments under the Act Dorevitch's liability to pay accident pay will cease as from the date of such cessation or redemption.

#### **Civil damage claims**

**49.15** An employee receiving or who has received accident pay will advise Dorevitch of any action he or she may institute or any claim he or she may make for damages. Further the employee will, if requested, provide an authority to Dorevitch entitling Dorevitch to a charge upon any money payable pursuant to any judgement or settlement on that injury.

**49.16** Where an employee obtains a judgement or settlement for damages in respect of an injury for which he or she has received accident pay Dorevitch's liability to pay

accident pay will cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by Dorevitch, the employee will pay to Dorevitch any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

**49.17** Where an employee obtains a judgement or settlement for damages against a person other than Dorevitch in respect of an injury for which he or she has received accident pay Dorevitch's liability to pay accident pay will cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by Dorevitch the employee will pay to Dorevitch any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

#### **Insurance against liability**

**49.18** Nothing in this part will require Dorevitch to insure against his or her liability for accident pay.

#### **Variations in compensation rates**

**49.19** Any changes in compensation rates under the Act will not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

#### **Death of an employee**

**49.20** All rights to accident pay will cease on the death of an employee.

### **50. EMPLOYEE LOCKERS**

If practicable all employees will have access to a lockable space to store their personal belongings. If not possible alternative arrangements will be explored.



## SCHEDULE A – WAGE RATES

Classification	Year	\$ From 1 July 2017		\$ From 26 September 2018		\$ From 26 September 2019	
		Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
		Pathology Collector Grade 1	1	906.9	23.87	939.5	24.72
Pathology Collector Grade 1	2	914.4	24.06	947.3	24.93	971.0	25.55
Pathology Collector Grade 1	3	922.0	24.26	955.2	25.14	979.0	25.76
Pathology Collector Grade 1	4	929.6	24.46	963.1	25.34	987.1	25.98
Pathology Collector Grade 2	1	950.2	25.01	984.4	25.91	1009.0	26.55
Pathology Collector Grade 2	2	957.5	25.20	992.0	26.10	1016.8	26.76
Pathology Collector Grade 2	3	965.1	25.40	999.9	26.31	1024.9	26.97
Pathology Collector Grade 2	4	972.9	25.60	1007.9	26.52	1033.1	27.19
Pathology Collector Reliever	1	929.6	24.46	963.1	25.34	987.1	25.98
Pathology Collector Reliever	2	965.1	25.40	999.9	26.31	1024.9	26.97
Pathology Collector Reliever	3	979.9	25.79	1015.1	26.71	1040.5	27.38
Pathology Collector Grade 3	1	989.0	26.03	1024.6	26.96	1050.2	27.64
Pathology Collector Grade 3	2	998.9	26.29	1034.8	27.23	1060.7	27.91
Pathology Collector Grade 3	3	1008.7	26.55	1045.0	27.50	1071.2	28.19
Pathology Collector Grade 4		1061.3	27.93	1099.7	28.94	1127.5	29.67
Registered Nurse		1207.6	31.78	1251.3	32.93	1282.9	33.76
Courier	1	802.1	21.11	831.0	21.87	851.7	22.41
Courier	2	809.6	21.30	838.7	22.07	859.7	22.62
Courier	3	829.6	21.83	859.5	22.62	881.0	23.18
Courier	4	850.4	22.38	881.0	23.18	903.0	23.76
Courier	5	865.3	22.77	896.5	23.59	918.9	24.18
Courier Reliever	1	829.4	21.83	859.3	22.61	880.8	23.18
Courier Reliever 2	2	856.9	22.55	887.8	23.36	910.0	23.95
Cleaner Grade 1		792.0	20.84	820.5	21.59	841.1	22.13
Cleaner Grade 2	1	797.9	21.00	826.7	21.75	847.3	22.30
Cleaner Grade 2	2	806.7	21.23	835.8	21.99	856.6	22.54
Laboratory Assistant Grade 1	1	792.0	20.84	820.5	21.59	841.1	22.13
Laboratory Assistant	2	797.9	21.00	826.7	21.75	847.3	22.30

Grade 1							
Laboratory Assistant Grade 1	3	806.7	21.23	835.8	21.99	856.6	22.54
Laboratory Assistant Grade 2	1	843.4	22.19	873.7	22.99	895.6	23.57
Laboratory Assistant Grade 2	2	850.6	22.38	881.2	23.19	903.3	23.77
Laboratory Assistant Grade 2	3	858.3	22.59	889.2	23.40	911.4	23.98
Laboratory Assistant Grade 3	1	863.2	22.72	894.3	23.53	916.6	24.12
Laboratory Assistant Grade 3	2	870.5	22.91	901.8	23.73	924.3	24.32
Laboratory Assistant Grade 3	3	904.4	23.80	937.0	24.66	960.4	25.27
Storeperson Grade 1	1	822.7	21.65	852.4	22.43	873.7	22.99
Storeperson Grade 1	2	830.0	21.84	859.9	22.63	881.4	23.19
Storeperson Grade 1	3	837.6	22.04	867.8	22.84	889.5	23.41
Storeperson Grade 2	1	906.9	23.87	939.5	24.72	963.0	25.34
Storeperson Grade 2	2	914.4	24.06	947.3	24.93	971.0	25.55
Storeperson Grade 2	3	922.0	24.26	955.2	25.14	979.1	25.76
Maintenance/Handy Person	1	906.9	23.87	939.5	24.72	963.0	25.34
Maintenance/Handy Person	2	914.4	24.06	947.3	24.93	971.0	25.55
Maintenance/Handy Person	3	922.0	24.26	955.2	25.14	979.1	25.76
Maintenance/Handy Person Trade	1	950.2	25.01	984.4	25.91	1009.0	26.55
Maintenance/Handy Person Trade	2	957.5	25.20	991.9	26.10	1016.7	26.76
Maintenance/Handy Person Trade	3	965.1	25.40	999.9	26.31	1024.9	26.97
Clerk Grade 1	1	853.7	22.47	884.4	23.27	906.5	23.86
Clerk Grade 1	2	860.9	22.66	891.9	23.47	914.2	24.06
Clerk Grade 1	3	868.6	22.86	899.8	23.68	922.3	24.27
Clerk Grade 2 Level 1	1	884.6	23.28	916.4	24.12	939.3	24.72
Clerk Grade 2 Level 2	2	891.6	23.46	923.7	24.31	946.8	24.92
Clerk Grade 2 Level 3	3	899.3	23.66	931.6	24.52	954.9	25.13
Clerk Grade 3	1	906.9	23.87	939.5	24.72	963.0	25.34
Clerk Grade 3	2	914.4	24.06	947.3	24.93	971.0	25.55
Clerk Grade 3	3	922.0	24.26	955.2	25.14	979.1	25.76
Clerk Grade 4	1	925.6	24.36	958.9	25.23	982.9	25.87
Clerk Grade 4	2	932.9	24.55	966.4	25.43	990.6	26.07
Clerk Grade 4	3	940.5	24.75	974.3	25.64	998.7	26.28



## SCHEDULE B – CLASSIFICATION DEFINITIONS

<p><b>Pathology Collector Grade 1</b></p>	<p>Means a person who is qualified and employed as Pathology Collector under general supervision and is engaged in collecting pathology specimens and performing procedures in accordance with practice instructions; the care, storage and processing of all such pathology specimens; the accurate recording of information relating to patients/clients and specimens in accordance with practice instructions; operating VDU's; attending to the wellbeing of patients; liaising with referrers/referees; receiving payments of accounts.</p>
<p><b>Pathology Collector Grade 3</b></p>	<p>Means a person who is qualified as a Pathology Collector, who is a Team Leader in a Hospital environment.</p>
<p><b>Pathology Collector Grade 4</b></p>	<p>Means a person who in addition to a Grade 3 provides supervision, support and assistance to Pathology Collectors However must not instruct or supervise the clinical practice of Registered Nurses.</p>
<p><b>Pathology Collector Reliever</b></p>	<p>Means a person who is qualified as a Pathology Collector, who is required as a part of their role to regularly fill shifts for scheduled and unplanned absences.</p> <p>Pathology Collector Relievers must be available to be rostered on a flexible basis to accommodate unplanned absences. The business will ensure minimum fortnightly contracted hours are met for each Reliever.</p>
<p><b>Registered Nurse</b></p>	<p>Employees at this level are able to perform the requirements for a Pathology Collector Grade 3.</p> <p>Current employees employed within the classification of Pathology Collector (Division 1 Nurse) and who maintain their registration as a Registered Nurse (Division 1 Nurse) will retain the classification Pathology Collector Registered Nurse.</p>
<p><b>Courier</b></p>	<p>A Pathology Courier operates a motor vehicle on courier rounds to deliver and collect pathology reports, samples and other material as directed.</p>
<p><b>Clerk Grade 1</b></p>	<p>An employee in the following classification will be involved in performing non-computer based duties which may include:</p> <ul style="list-style-type: none"> <li>a) Filing</li> </ul>

	<p>b) Collating</p> <p>c) Sorting</p> <p>d) Other administrative duties</p>
<b>Clerk Grade 2</b>	<p>An employee in the following classification in addition to performing the duties of a Clerk Grade 1 will be involved in regular computer related duties which include:</p> <ul style="list-style-type: none"> <li>• Data Entry Operator (Input request slips and test results in a timely and efficient manner and according to procedures)</li> <li>• Call Centre Operator (Communicate results to physicians and designated health care personnel)</li> <li>• Respond to inbound and outbound calls for results and other purposes.</li> <li>• Receptionist (greeting visitors and patients, taking calls and administrative duties)</li> </ul>
<b>Clerk Grade 3</b>	<p>An employee in the following classification who has been appointed to the position and who in addition to performing the duties of a Clerk Grade 2 will provide supervision, support and assistance to the Department Manager as required.</p>
<b>Clerk Grade 4</b>	<p>An employee in the following classification who is competent in performing the duties of a Clerk Grade 1, 2 and 3 will perform computer related duties including medical audio typing.</p>
<b>Laboratory Assistant Grade 1</b>	<p>A Laboratory Assistant Grade 1 is an unqualified person who is required to perform work of a general nature under the direct supervision in accordance with NATA competency checklist. A Grade 1 Laboratory Assistant has less than 3 months experience.</p>
<b>Laboratory Assistant Grade 2</b>	<p>A Laboratory Assistant Grade 2 is an unqualified person who is required to perform work of a general nature under the indirect supervision in accordance with NATA competency checklist.</p>
<b>Laboratory Assistant Grade 3</b>	<p>A Laboratory Assistant Grade 3 is an unqualified person who on appointment and within established guidelines and procedures, undertakes work of a more complex nature rotating through more than 1 area of the Laboratory.</p>

	A Grade 3 Laboratory Assistant may perform their role without direct supervision.
<b>Storeperson Grade 1</b>	A Storeperson Grade 1 is a person employed to work in any single 1 area of the Stores Department who has no formal qualifications.
<b>Storeperson Grade 2</b>	<p>A Storeperson Grade 2 has worked as a Storeperson Grade 1 and may hold a Certificate III in Transport and Logistics (Warehousing and Storage) or the equivalent.</p> <p>A Storeperson Grade 2 will be required to work across all areas of the Stores Department which may include OHS, manual handling, picking and packing orders, performing stocktakes, forklift truck operations, organising receivable operations, organising dispatch operations and/or completing receiving/dispatch activities.</p>
<b>Cleaner Grade 1</b>	<p>This classification is considered entry level only. After 3 months or 26 shifts, a Cleaner Grade 1 will automatically progress to Cleaner Grade 2.</p> <p>A Cleaner Grade 1 will hold no formal qualifications and perform basic cleaning duties under direct supervision.</p>
<b>Cleaner Grade 2</b>	A Cleaner Grade 2 has 3 months or 26 shifts experience at a Cleaner Grade 1 and will hold no formal qualifications and perform basic cleaning duties under indirect supervision.
<b>Maintenance Handyperson Grade 1 (unqualified)</b>	An employee engaged as a Maintenance Grade 1 is a "Handyperson" who holds no formal qualifications.
<b>Maintenance Handyperson Trade</b>	Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the relevant legislation or holds an equivalent qualification acceptable to Dorevitch.

## SCHEDULE C – ALLOWANCES

<b>Allowances</b>	<b>\$ From 1 July 2017</b>	<b>\$ From 26 September 2018</b>	<b>\$ From 26 September 2019</b>
Afternoon/Morning Shift (Rostered hours of ordinary duty finish between 7.00pm and 8.00am or commence between 7.00pm and 6.00am)	23.76	24.62	25.23
Night Shift (Rostered hours of ordinary duty finish the day after commencing or after midnight and before 5.00am)	39.61	41.04	42.06
Change of Shift	39.61	41.04	42.06
Permanent Night (Working night shift for any period in excess of 4 consecutive weeks)	79.21	82.06	84.12
Change of Roster	21.94	22.73	23.30
Telephone Allowance (per month)	30.00	31.08	31.86
Travel Allowance (per kilometre)	0.76	0.79	0.81
Buddy Allowance (per hour for the agreed period of time)	N/A	1.55	1.59
On Call Monday to Saturday (per 12 hour period or part thereof)	20.00	20.72	21.24
On Call Sunday & Pub Holidays (per 12 hour period or part thereof)	40.00	41.44	42.48
Meal allowance (per shift)	13.62	14.12	14.47
Laundry allowance (per shift)	0.38	0.39	0.40
Graduate Certificate of Nursing (per week)	30.48	31.58	32.37
Post Graduate Diploma (per week)	49.54	51.32	52.61
Masters/PhD of Nursing (per week)	57.19	59.25	60.73