

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s. 170LJ certification of agreement

Gippsland Pathology Services and Others
(AG2003/5879)

**GIPPSLAND PATHOLOGY SERVICE AND HSUA AND ANF ENTERPRISE
AGREEMENT 2003**

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 30 JULY 2003

Certification of Part VIB Division 2 agreement with organisations of employees.

PREAMBLE

This is an application to certify an agreement to be known as the Gippsland Pathology and HSUA and ANF Enterprise Agreement 2003, that is made pursuant to s. 170LJ in Division 2 of Part VIB of the Workplace Relations Act 1996

In accordance with s. 111(1)(r) of the Act I extend the time for filing of the documentation until 8 July 2001

Having heard Ms T Rowe from the Victorian Employers' Chamber of Commerce and Industry (VECCI) on behalf of Gippsland Pathology Service and, Mr B Megennis for the Australian Nursing Federation (ANF) and Mr S Hudson for the Health Services Union of Australia (HSUA) and having read the statutory declarations of Kerry Kenneally filed on behalf of Gippsland Pathology Service, Lisa Fitzpatrick filed on behalf of the ANF and Craig Thomson filed on behalf of the HSUA, I am satisfied that the agreement filed is about matters pertaining to the relationship between an employer that is a constitutional corporation, namely Gippsland Pathology Service ACN 006 909 173, that is carrying on a single business and employees employed by the employer in the single business and whose employment is subject to the agreement. I am also satisfied that each union has at least one member employed in the single business to which the agreement relates and is entitled to represent the industrial interests of its member.

I am also satisfied that:

- * the agreement passes the no disadvantage test;
- * the agreement was made in accordance with s.170LJ and a valid majority of persons employed at the time whose employment would be subject to the agreement genuinely approved the agreement;
- * the explanation of the terms of the agreement was appropriate having regard to the persons' particular circumstances and needs;
- * the agreement includes procedures for preventing and settling disputes between the employer and the employees whose employment will be subject to the agreement;
- * the agreement specifies three years as the nominal expiry date, which is not more than three years after the date on which the agreement will come into operation.

I am also satisfied that there are no reasons set out in s. 170LU of the Act why I should refuse to certify the agreement.

Accordingly, the agreement will be certified to operate from 30 July 2003 in accordance with its terms which provide that it shall have effect from 1 March 2003.

CERTIFICATION OF AGREEMENT

In accordance with s. 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached agreement between Gippsland Pathology Service on the one part and the ANF and HSUA on the other part.

This agreement comes into operation on the date of certification, being 30 July 2003.

BY THE COMMISSION

SENIOR DEPUTY PRESIDENT

Appearances

T. Rowe of the Victorian Employers' Chamber of Commerce and Industry on behalf of the Gippsland Pathology Service.

B. Megennis on behalf of the ANF.

S. Hudson on behalf of the HSUA.

Hearing details:

2003.

Melbourne:

July, 30.

Printed by authority of the Commonwealth Government Printer

<Price code 29>

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

WORKPLACE RELATIONS ACT 1996

ENTERPRISE AGREEMENT

MELBOURNE (2003)

GIPPSLAND PATHOLOGY SERVICE

and

HEALTH SERVICES UNION OF AUSTRALIA

and

AUSTRALIAN NURSING FEDERATION

AGREEMENT

1. Title

This Agreement shall be known as the Gippsland Pathology Service and HSUA and ANF Enterprise Agreement, 2003.

2. Date and Period of Operation

This Agreement shall be in operation from 1 March 2003 for three years.

3. Incidence and Parties Bound

3.1 This agreement shall only apply to Gippsland Pathology Service in respect to their operations in the State of Victoria engaging persons covered by the Health Services Union of Australia (Private Pathology - Victoria) Award 1993 and the Nurses (Victorian Health Services) Award 2000.

3.2 This agreement shall be binding on Gippsland Pathology Service Pty. Ltd., the Health Services Union of Australia and the Australian Nursing Federation.

4. Relationship with Parent Award and Former Agreement

The terms and conditions of this Agreement shall be read and interpreted in conjunction with the provisions of the Health Services Union of Australia (Private Pathology - Victoria) Award 1993, or its successor, and the Federal Nurses (Victoria Health Services) Award - 1995. All terms and conditions current in the Awards (or successor awards), as at the date of execution of this agreement, whether enforceable or not, shall apply in total for the duration of this agreement or until it is replaced by another agreement in accordance with the Workplace Relations Act 1996.

In the event of any inconsistency between the Award and the Agreement, the Agreement shall prevail to the extent of the inconsistency. This agreement replaces the Gippsland Pathology Service (Victoria - HSUA / ANF) Enterprise Agreement 1996 the Gippsland Pathology Service and HSUA and ANF Enterprise Agreement 1998 and the Gippsland Pathology Service and HSUA and ANF Enterprise Agreement, 2000.

5. Australian Workplace Agreements

No employee is to be offered an Australian Workplace Agreement during the life of this agreement.

6. Arrangement

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7. Rates Of Pay

The minimum weekly rates of pay shall be as set out in Appendix One.

This Agreement provides wage increases as follows:

* A parity adjustment with Mayne Health Dorevitch Pathology at 1 March 2003. This parity adjustment reflects the Mayne Health Dorevitch Pathology rates effective from 1 July 2003.

* Three percent wage increase for Gippsland Pathology staff on the 1st March 2004

* Three percent wage increase for Gippsland Pathology staff on the 1st March 2005

Should Mayne Health become a major shareholder of Gippsland Pathology Service, Gippsland Pathology Service will adjust its wage rates from 1 July 2004 to match the rates offered and their effective dates of application in a 2004 Mayne Health Dorevitch EBA.

These rates will replace any wage rates outlined in this Agreement from 1 July 2004 for the duration of this Agreement, provided that the rates are equal to or greater than the wage rates applicable to Gippsland Pathology Service at 1 July 2001

8. Classification - Scientist Grade 2A

A qualified scientist appointed to Grade 2A is performing work which requires special knowledge or depth of experience above that of a Grade 2 scientist, or appointed as such because in addition to their Grade 2 duties, they consistently demonstrate initiative in their area of work.

9. Fixed Term Employment

Fixed term employment can only be offered for true fixed term arrangement, including, but not limited to, special projects, post graduate training, maternity leave and long service leave relief.

10. Overtime

10.1 Overtime Payment

(a) In lieu of receiving payment for overtime, employees may with the consent of the employer, take time-off for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Time in lieu shall be taken at a time agreed to between employer and employee within 6 weeks of the overtime being worked.

(b) In the event of any employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to their place of residence the employer shall provide adequate transport free of cost to the employee.

10.2 Reasonable Overtime Protection

The employer 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:

- (a) Any risk to employee health and safety;
- (b) The employee's personal circumstances including any family and carer responsibilities;
- (c) The needs of the workplace or enterprise;
- (d) The notice (if any) given by the employer of the overtime; and by the employee of his or her intention to refuse ; and
- (e) Any other matter.

This clause is applicable to overtime only and does not apply to Oncall, Recall, or Change of Roster.

The parties to this Agreement agree to undertake an internal review of the Fostering arrangements regarding ordinary rostered hours on weekends.

11. Higher Duties

- (a) An employee who is authorised to carry out duties at a higher rate than the classification in which they are ordinarily employed in any one day or shift shall be paid at the higher rate for:
 - (i) the time so worked for two hours or less; or
 - (ii) the full day or shift where the time so worked exceeds two hours.

- (b) An employee who is authorised to assume the duties of another employee on a higher classification under this Agreement for a period of more than five consecutive working days shall be paid for the period for which they assumed such duties, at not less than the minimum rate prescribed for the classification applying to the employee so relieved.

For sub clauses (a) and (b) where the rate for higher duties performed is equivalent to the employees' ordinary rate of pay, the next year level of the classification for the higher duties will apply.

- (c) Where a Manager based at another site is nominated by Management to assume the duties of a Manager who is absent for a period in excess of five (5) consecutive working days, an employee at the site shall be nominated as the Site Supervisor.

The following rates of higher duties allowance shall apply to Site Supervisors:

- (i) Where leave is planned - thirty per cent (30%) of the difference between the rate applying to the staff member and the Manager so replaced.
- (ii) Where leave is unplanned - fifty per cent (50%) of the difference between the rate applying to the staff member and the Manager so replaced
- (iii) Where the period of leave exceeds four weeks - one hundred per cent (100%) of the difference between the rate applying to the staff member and the Manager so replaced for the period in excess of four weeks.

The usual hourly rate of the staff member will apply in any overtime worked during this period.

All authorisation for Higher Duties Allowance shall be confirmed, in writing, by management.

12. Shift Penalties

- (a) In addition to any other rates prescribed elsewhere in this agreement an employee whose rostered hours of ordinary duty finish between 6.00 pm and 6.30 am or commence between 6.00 pm and 6.30 am shall be paid for each rostered period of duty an 'Early or Late shift' allowance in accordance with the amounts set out in Appendix Two.

(b) Provided that in the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 am they shall be paid for each such period of duty a 'Night shift' allowance in accordance with the amounts set out in Appendix Two.

(c) Provided further that 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 from that of the first they shall be paid a 'Change of shift' allowance in accordance with the amounts set out in Appendix Two.

(d) Notwithstanding the provisions of subclause (c) above the change of shift allowance is not payable:

(i) Where an employer agrees to a request in writing made on behalf of one or more of their employees for change in shifts

(ii) 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.

(e) The allowances payable pursuant to this clause shall be calculated to the nearest five cents, portions of a cent to be disregarded.

13. On-call / Re-call

(a) An "on-call" allowance shall be paid in accordance with Appendix Two to an employee in respect to any 24-hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

The actual amounts payable per period on-call are set out in the Appendix Two.

(b) In the event of an employee being recalled to duty for any period during an off-duty period such employee shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of two hours payment for each such recall, at the following rates:

(i) within a spread of twelve hours from the commencement of the last period of ordinary duty - time and a half;

(ii) outside a spread of twelve hours from the commencement or the last previous period of ordinary duty - double time.

(c) An employee (other than a casual employee) who works so much recall between midnight (12am) and the commencement of their next succeeding rostered period of duty that they would not have had at least eight consecutive hours off duty between those times, shall subject to subclause (d), be released after completion of such recall worked until they have had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(d) Where an employee is recalled to duty between the hours of 6.00 am and the commencement of their next rostered period of duty, having had at least eight hours off duty immediately prior to that recall, such employee will be paid for the recall in accordance with subclause (b) and be released after completion of such recall worked until s/he has had two consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(e) If on the instructions of their employer such an employee resumes or continues work they shall be paid at the rate of double time until they are released from duty for such a rest period and the employee shall then be entitled to be absent until they have had the prescribed break specified in subclauses (c) and (d) without loss of pay for rostered ordinary hours occurring during such an absence. No employee shall present for duty on a voluntary basis, unless they have had the prescribed break specified in subclauses (c) and (d).

(f) No employee shall be permitted to be on call in the 24 hour period prior to any change of shift, except by mutual agreement between the employee and employer.

14. Roster

(a) A roster setting out hours of duty, on call requirements, meal times,

commencing times, finishing times, weekend duty, night duty and other such duty where applicable and as prescribed by the employer within the provisions of this agreement shall be kept posted in some readily accessible section of the building for viewing by employees subject to this agreement. The roster shall be of at least 14 days duration and shall be posted at least 14 days before it comes into operation. Except in the case of sickness or emergency, the roster shall not be altered without a minimum seven days notice being given to employees affected by the alteration.

(b) Where an employer requires an employee without seven days notice and outside the circumstances prescribed in subclause (a) to perform duty at other times than those previously rostered the employee shall be paid in accordance with the hours worked with the addition of a daily 'Change of Roster' allowance in accordance with the amounts set out in Appendix Two.

Change of roster shall be applicable for employees who are required to work night shift, weekends, public holidays without a minimum 7 days notice.

15. Professional Development

Gippsland Pathology Service and its employees have a mutual obligation to invest in professional and personal development activities.

In recognition of its responsibility to professional and personal development Gippsland Pathology Service will encourage its staff through the provision of training and further studies to develop knowledge and skills appropriate to the needs of the Organisation. There is a training and conference budget to facilitate this process.

15.1 Study / Conference Leave

Study / Conference Leave is defined as leave granted for the purposes of undertaking and or preparing for examinations in a course of study, or attending relevant courses including conferences and professional development activities.

The Board of Directors shall consider applications for paid study leave from staff undertaking further studies relevant to the Organisation. Staff attending National Scientific Meetings must present a paper at their third such attendance in order to qualify for paid Conference Leave.

All Study Leave / Conference Leave should be applied for in accordance with Gippsland Pathology Service policy / procedure.

15.2 Induction Training

In its recognition that the first period of employment is a very important time for a new employee, Gippsland Pathology Service will develop and implement an induction program providing new employees with a structured familiarisation session. This program will include training on all relevant employment aspects, including management policies; employment conditions and enterprise agreements; NATA requirements; Occupational Health & Safety; and Quality /ISO, etc., with instructors, as appropriate, from the several departments (Quality, HR, OH&S etc.).

15.3 On the Job Training

On the job training covers the tuition that is required on a day to day basis to learn new tasks. Gippsland Pathology Service is committed to providing on the job and in service training to all employees, and will review the current quality and availability of in-house resource materials to improve both. In keeping with its commitment to training for its staff, Gippsland Pathology Service shall not unreasonably refuse a request from an employee for additional on the job training provided that it is relevant and necessary to the employee's current duties, or future requirements of the Organisation. Where requests are approved the training shall commence within 3 months after the date of approval.

15.4 Payment Whilst Receiving Training

Employees, authorised by Management to attend approved relevant training courses, including induction training, conference and study leave shall be provided with financial support covering registration fees, travel and accommodation costs.

Where Management deems it appropriate, staff shall be on paid time (single time rate not to exceed 7.6 hours per day) to attend the relevant training / conference and will be informed of such, in writing, prior to attending.

All Study Leave / Conference Leave should be applied for in accordance with Gippsland Pathology Service policy / procedure.

15.5 Medical Scientist Training Allowance

(i) A Grade 1 Scientist required to train other scientists shall, in addition to all other provisions of the Award be paid a training allowance in accordance with this clause. The allowance shall be the difference between the base rate for a scientist Grade 1/Yr.6 and the rate for a scientist Grade 2/Yr4 such amount to be paid as a stand alone allowance.

(ii) To perform the training the trainer is required to use scientific knowledge and expertise obtained through work-based experience in this or previous work places.

The training must be that which is necessary to satisfy NATA or GPS pathology training requirements. The techniques and processes required for each department will be clearly defined.

(iii) trainee must be a scientist or trainee scientist;

(iv) The training must be documented on the trainee's training record;

(v) The relevant Manager must authorise all training prior to the commencement of training;

The training must be between one hour and four hours duration for the payment to apply for half a shift or more than four hours for the payment to apply for the whole of the trainees shift.

16. Allowances

16.1 Uniforms, Protective Clothing

Health & Allied Services & Pathology Collectors

(i) Employees required by the employer to wear uniforms shall be supplied with an adequate number of such uniforms, overall, caps or aprons appropriate to the occupation free of cost to employees.

Employee's shirts will be replaced on a six monthly basis for full-time staff and pro-rata for part time staff.

(ii) Uniforms, overalls, caps or aprons shall remain the property of the employer and be laundered and maintained by the employer free of cost to the employee.

(iii) In lieu of the provision of such caps and uniforms and where such employee's uniforms are not laundered by or at the expense of the employer, the employee shall be paid an allowance of \$1.40 per shift.

(iv) Rubber gloves and all necessary protective clothing and safety appliances shall be provided free of cost for the use of employees and an adequate supply of same shall be maintained.

Scientists:

The employer shall make available at the employees expense an adequate number of suitable laboratory coats for each employee. Such laboratory coats shall remain the property of the employer and shall be laundered free of cost to the employee.

16.2 Meal Allowance

An employee shall be paid a meal allowance of \$115a

(i) when overtime in excess of one hour is worked after the usual time of ceasing work for the day; or

(ii) when recalled to duty outside of usual working hours for a period in excess of two hours, and when the time of such recall coincides or over-runs normal workplace meal time.

Where an employee is unable to take their meal break due to not being relieved from duty, they shall be paid for a meal break as time worked.

16.3 Higher Qualifications Allowance

Scientists

Where a Medical Scientist has a higher qualification as defined below, a qualification allowance shall apply in accordance with the amounts set out in Appendix Two.

Medical Scientists

- (i) Graduate Certificate in medical science, or equivalent (4% of a Grade 1 year 1)
- (ii) Graduate Diploma in medical science or Graduate Diploma in Health Administration, or equivalent.
(6.5% of Grade 1 year 1)
- (iii) MA, MSc, M. App. Sc., MAIP, HGSACC, or other recognised equivalent Degree or qualification from a tertiary institution.
(7.5% of Grade 1 year 1)
- (iv) FAACB, FAIMLS, D.Sc., Ph.D., FAIP, FIMLS or member of the Royal College of Pathologists.
(10% of Grade 1 year 1)

Such allowance shall not be cumulative in the case of multiple higher qualifications. ,

Pathology Collectors

Where a Pathology Collector Grade 2 (Div 1) 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 shall apply in accordance with the amounts set out in Appendix Two

- (i) Graduate Certificate or equivalent
(4% of Registered Nurse Grade 2 year 2)
 - (ii) Post Graduate Diploma or Degree
(6.5% of Registered Nurse Grade 2 year 2)
 - (iii) Masters or Doctorate
(7.5% of Registered Nurse Grade 2 year 2)
- Such allowance shall not be cumulative in the case of multiple higher qualifications.

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

16.4 Histology Allowance

Any medical scientist required to perform dissection shall be paid an allowance in accordance with the number of hours where cut up duties are performed. This will be applied as follows:

4 hours or greater in a shift:	\$20.00
Less than 4 hours in a shift:	\$10.00

Scientists required to perform this function will be trained according to the training program detailed in the NPAAC guidelines for the Performance of Surgical Cut Up.

17. Registered Nurses

Staff employed within the classification of Pathology Collector, (Division 1 Nurse) Grade 2 and who maintain their registration as R.N. (Division 1 Nurse) shall retain the classification 'Pathology Collector Division 1 Grade 2'. Rates of pay and allowances will be indicated in Appendix One and Two.

18. Public Holidays

(a) An employee shall be entitled to holidays on New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Christmas Day and Boxing Day.

(b) One additional day of annual leave shall be provided to employees (pro-rata for part-timers), in lieu of the first Tuesday in November, which will not be considered to be a public holiday for any of the provisions of this Agreement.

(c) (i) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27th December.

(ii) When Boxing Day is a Saturday or Sunday a holiday in lieu thereof shall be observed on 28th December.

(iii) When New Years Day is a Saturday or Sunday a holiday in lieu thereof shall be observed on the next Monday.

(d) An employee who works (excepting on recall) on any day specified in (a) shall:

(i) except as provided in subparagraph (d)(ii) or (d)(iii), be paid for the time so worked at the rate of time and a half in addition to the weekly wage prescribed in Appendix One;

(ii) for Public Holidays that fall on a Saturday or Sunday (other than Christmas Day, Boxing Day or New Year's Day), and Easter Saturday and Easter Sunday, be paid:

(1) for the time worked at the rate of double time; and have the equivalent time worked added on to their annual leave accruals; or;

(2) at the rate of triple time;

(iii) at the rate of triple time for any work on Christmas day.

(e) Where a Public Holiday falls on a full-time employee's rostered day off, other than Australia Day or Anzac Day falling on a Saturday or Sunday, the employee shall have a day added to their annual leave.

Public Holidays and Part Time Employees

A part-time employee who is not normally rostered 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, or review of the roster shows that the employee has worked 50% or more of the days on which the particular holiday falls in the previous six month period.

Benefit shall be calculated by adding together the hours worked by the employee on the particular day of the week and averaging those hours in respect of those days worked by the employee.

19. Compassionate Leave

An employee shall on notice be entitled to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in five consecutive days (exclusive of public holidays and non rostered weekends), upon the death or serious illness of a partner / spouse including a de facto spouse, same sex partner, father, mother, child, step-child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild or next of kin. Proof of such death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of their employer.

Provided that the aggregate of all leave taken in any year pursuant to this clause shall not exceed the number of hours worked by the employee in ten ordinary days' work.

Provided further that this clause shall have no effect while the period of entitlement to leave under it coincides with any other period of entitlement to leave, or any non-rostered days.

20. Sick Leave

- (a) Details of accrued sick leave will be displayed on staff payslips.
- (b) An employee shall not be entitled to single days of paid sick leave on more than three occasions in any one year of service unless the employee produces, to the employer a certificate from a registered and qualified medical practitioner, chiropractor, dentist, physiotherapist or psychologist or statutory declaration to the effect that the employee is unfit for duty on account of personal illness or injury by accident.
- (c) Provided further that the use of a statutory declaration is limited to single day absences on not more than 3 occasions in any one year.
- (d) Where an employee becomes sick whilst on annual leave for a period of not less than three days on which they work otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, chiropractor, dentist, physiotherapist or psychologist. then the number of days not less than three specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to their annual leave entitlement.
- (e) The amount of annual leave loading received for any period of annual leave converted to sick leave in accordance with subclause (b) shall be deducted from any future entitlements to annual leave loading, or if the employee resigns, from termination pay.
- (f) Payment for sick leave will be inclusive of any higher qualifications allowance payable to the employee.

21. Annual Leave

- (a) Employees under this EBA who become entitled to annual leave shall be paid 17.5% loading on their wage specified in Appendix One for the period of annual leave.
- (b) Employees shall be entitled to take single days of accrued annual leave to a maximum of 10 single days in any year of employment.

22. Additional Leave for Weekend Work

- (a) An employee rostered to work weekend shifts of four or more ordinary hours per shift during the course of a year will receive an additional allocation of Annual leave, in accordance with the following schedule. A weekend can include one or two shifts, in either case this will count as one weekend for the purposes of this clause.
- (b) An employee rostered to work weekends on call during the course of a year %A receive an additional allocation of leave according to the following formula. For the purposes of this clause, in calculating the entitlement for additional leave, a weekend is defined as 2 days. These can be worked on a single weekend or split over 2 weekends. Where the days are worked as individual Saturdays or Sundays, 2 of these days must be worked in order to count as a weekend.

Amount of weekend work	Additional Annual Leave
Up to 4 weekends	0
5 or 6 weekends of four or more ordinary hours per shift and/or 5-6 weekends on call	20 Hours (pro-rata for part-timers):
7 or 8 weekends of four or more ordinary hours per shift and/or 7-8 weekends on call	30 Hours (pro-rata for part-timers):
9 or more weekends of four or more ordinary hours per shift and/or 9 or more weekends on call	38 Hours (pro-rata for part-timers):

Part (a) and (b) are not mutually exclusive.

The above calculations will be applied annually from 1 March 2003.

23. Paid Parental Leave

This clause shall operate in addition to parental leave and family leave provisions set out in the Awards, provided that the total period of parental leave shall not be extended beyond the amount set out in the Award.

23.1 Paid Maternity Leave

An employee who qualifies for maternity leave shall be entitled to six weeks paid maternity leave.

In the event of the introduction of a National Paid Maternity Scheme, the employers obligations will be limited to the difference between the paid maternity leave entitlement funded by any Government contribution and the employee's actual wage rates.

23.2 Breast Feeding Facilities

The employer shall, upon request, provide private and comfortable areas at each work-site for staff members who are breast-feeding to enable them to express milk.

23.2 Paid Paternity Leave

An Employee who qualifies for paternity leave shall be entitled to one week of paid paternity leave.

23.3 Parental Leave - Part-Time Work Provisions

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 not extending beyond the second birthday of the child.

Agreement to part -time work will be in writing, specifying the hours, days and commencement times. The written agreement shall 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.

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.

24. Family Leave - Use of Sick Leave

24.1 An Employee with responsibilities in relation to either members of their immediate family or members of their household for whom they are responsible who need care and support shall be entitled to use, in accordance with this subclause, accumulated sick leave entitlement to provide care and support for such persons when they are ill.

24.2 The Employee shall, when required by the Employer, provide evidence satisfactory to the Employer to establish the illness of the person concerned and the requirement for the employee to provide such care and support.

24.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) The Employee being responsible for the care of the person concerned; and
- (ii) The person concerned being either a member of the Employee's immediate family or a member of the Employee's household for whom the Employee is responsible.

24.4 In respect of this subclause, the term 'immediate family' includes:

- (i) A spouse (including a defacto spouse) or a former spouse (including a defacto spouse) for whom the Employee is responsible. A defacto spouse, in relation to the person, means a person who lives with the first mentioned person on a bona fide domestic basis although not legally Married to that person; and
- (ii) A child (including an adult child for whom the Employee is responsible), including an adopted child, a step child or an ex nuptial child; and
- (iii) A parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee for whom the Employee is responsible.
- (iv) The taking of leave must be approved the Department Head prior to the commencement of such leave, and the Employee will provide the Employer with reasonable notice prior to the proposed absence, including the name of the person requiring the care and their relationship to the Employee, the reasons for taking such leave and the estimated length of the absence.

25. Long Service Leave

(a) Entitlement

- (i) An employee shall be entitled to long service leave with pay, in respect of continuous services with the employer, in accordance with the provisions of this clause.
- (ii) An employee shall have the following entitlement to long service leave.
 - (1) All staff will have long service leave accrued at the relevant Award rate allocated to them at 31.08.98, then continue to accrue long service leave as per this Agreement.
 - (2) From 1 September 1998 all employees shall accrue long service leave as follows:
 - (a) On the completion by the employee of 15 years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service;
 - (b) In addition, in the case of an employee who has completed more than 15 years' service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to one thirtieth of the period of their service since the last accrual of entitlement to long service leave under subparagraph (2) (a) of this subclause;
 - (c) In the case of an employee who has completed at least ten years service, but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals one thirtieth of the period of service.

(b) Service Entitling to Leave

- (i) Subject to this subclause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.
- (ii) Where a business is transmitted, from one employer (the transmitter) to another employer (the transferee) an employee who worked with the transmitter and who continues in the service of the transferee shall be entitled to count their service with the transmitter as service with the transferee for the purpose of this clause.

For the purpose of this clause service shall be deemed to be continuous notwithstanding:

- (1) The taking of any annual leave or long service leave;
- (2) Any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in the sick leave clause 23 of the relevant award;

- (3) Any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (4) Any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under the accident pay clause of the relevant award
 - (5) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
 - (6) any interruption arising directly or indirectly from an industrial dispute;
 - (7) any period of absence from employment between the engagement with one of the said employers and another provided it is less than the employee's allowable period of absence from employment. An employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave which the employee actually receives on termination or for which they are paid in lieu;
 - (8) the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;
 - (9) any absence from work of a female employee for a period not exceeding twelve months in respect of any pregnancy;
 - (10) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of their employment not covered by subparagraph (4) of this subclause.
- (iv) In calculating the period of continuous service of any employee, any interruption or Absence of a kid mentioned in sub-paragraph (h) (iii) (1) to (b) (iii) (5) of the last preceding paragraph shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in subparagraphs (b) (iii) (6) to (b) (iii) (10) shall not be counted as part of the period of service unless it is so authorised in writing by the employer.
 - (v) The employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.

(c) Payment in Lieu of Long Service Leave on the Death of an Employee

Where an employee who has completed at least ten years' service dies while still in the employ of the employer, the employer shall 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.

(d) Payment for Period of Leave

(i) Payment to an employee in respect of long service leave shall be made in one of the following ways -

- (1) in full in advance when the employee commences their leave; or
- (2) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or
- (3) in any other way agreed between the employer and the employee.

(ii) 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 subclause (a) (ii) (2) (b) hereof the employee shall subject to the provisions of paragraph (d) (iii) be entitled to pay in respect of such leave as at the date of termination of employment.

(iii) Where any long service leave accrues to an employee pursuant to subparagraph (a) (ii) (2) (c) hereof the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

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

(e) Taking of Leave

(i) When an employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed, provided that such leave is not to commence before the expiry of six months from the date of such determination.

(ii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.

(iii) If the employer and an employee so agree:

(1) the first 26 weeks long service leave to which an employee becomes entitled under this Agreement may be taken in two or three separate periods; and

(2) any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods;

(3) long service leave may be taken in the following manner

(a) half the long service leave length paid at twice the rate;

(b) twice the long service leave length paid at half the rate;

(c) in periods of one week;

but save as aforesaid long service leave shall be taken in one period.

(iv) (1) An employer 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 shall not be granted before the employee has completed 10 year's of service.

(2) 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, the employer 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

For the purpose of this clause, the following definitions apply:

"Pay" means remuneration for an employees normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in Appendix One 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 shall 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 shall be deducted from the pay for the period of leave.

"Month" shall mean a calendar month.

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

26. Blood Donors Leave

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

27. Emergency Services Leave

Full time and part time employees involved in the recognised voluntary services of the SES, CFA, and the Red Cross shall be entitled to paid time off to attend emergency situations where operationally feasible and with the authorisation of management.

It shall be the responsibility of the employee to keep the management informed about the time off needed to attend emergency duties.

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

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.

28. Portability of Staff

Where staff are rostered to work at a particular location but are required by management to relocate to a different site for the duration of the rostered shift, the employee shall be entitled to travel to and from the alternative place of work during work hours, payment of mileage for the difference in kilometers between those normally travelled and those incurred by travel to an alternative location.

Where staff are rostered to train at a particular location but are required by management to relocate to a different site for the duration of the training, the employee shall be entitled to travel to and from the place of training during work hours and payment of mileage for the difference in kilometers between those normally travelled and those incurred by travel to an alternative location.

Gippsland Pathology Service vehicles will be provided for use where possible. It is expected that staff attending training will pool vehicles where appropriate.

29. Organisational Change

29.1 The Parties to this Agreement acknowledge that the Organisation exists in a climate of change, and that effective introduction of workplace change occurs in an environment of co-operation and consultation.

29.2 In the event that a need for significant change is identified implementation of during the life of this Agreement Gippsland Pathology Service will convene a small central working group to facilitate the process of consultation.

29.3 The group shall be composed of the following:

- * Relevant external staff representative as requested by the staff group. This may be a union representative.
- * Relevant internal staff representative as nominated by the staff
- * 2 relevant management representatives.
- * Relevant external management representative as required
- * One additional clinical and or supervisory representative if considered necessary/helpful by the parties to provide information and facilitate communication.

29.4 Where the employer makes a definite decision to introduce major changes in production, program, Organisation, structure or technology that are likely to have significant effects on employees the employer shall notify the employees who may be affected by the proposed changes and their union or unions, or staff representatives.

'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities promotion opportunities or job tenure; the alternation of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

29.5 The employer shall discuss with the employees affected and their union, unions or staff representatives, inter alia, the introduction of the changes referred to in subclause 28.4 above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their unions in relation to the changes.

The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 28.4 above.

29.6 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union, unions or representatives, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

29.7 Where significant issues are under the process of consultation, appropriate venues and times will be made available to the relevant staff representative to meet with staff during the course of the consultation and the management of Gippsland Pathology Service undertakes to communicate all relevant outcomes of consultation where not personal or confidential to all members of staff.

29.8 The aim of the parties is to achieve the objectives and the outcomes of the specific issues within a reasonable timeframe, to enable decisions to be implemented.

30 . Redundancy

Redundancy

In addition to the Redundancy Clause terms and conditions stated in the relevant Award the following additional severance payments shall also be paid:

(1) Continuous Service

Period of Continuous Service	Annual Income		
	Up to \$10,000	\$10,000 - \$30,000	Over \$30,000
Less than 5 years	\$1,500	\$3,000	\$5,000
5 years but less than 10 years	\$2,500	\$5,000	\$9,000
10 years but less than 15 years	\$5,000	\$9,000	\$12,000
15 years or more	\$7,000	\$12,000	\$15,000

(2) Pro Rata Long Service Leave

An employee who is made redundant in accordance with the Redundancy Clause terms and conditions stated in the relevant Award shall be paid long service leave entitlements on a pro rata basis after seven years of service.

31. Occupational Superannuation

31.1 Contributions

(i) Gippsland Pathology Service shall be a participating employer of the Health employees Superannuation Trust Australia (HESTA) and shall participate in accordance with HESTA Trust Deed, subject to any future legislation which may stipulate otherwise.

(ii) Gippsland Pathology Service shall contribute to HESTA on behalf of each worker who earns more than \$450 per month, 9% of salary.

(iii) Gippsland Pathology Service shall provide each worker upon commencement of employment, membership forms of HESTA and shall forward the completed membership forms to HESTA within 28 days.

(iv) Gippsland Pathology Service agrees to permit employees covered by this agreement, who elect to do so, to convert a component of their gross salary to superannuation contributions to HESTA.

This agreement is made subject to superannuation contributions continuing to remain exempt from Fringe Benefits Tax. In the event of legislation or other changes imposing a tax liability on Gippsland Pathology Service, the employee shall bear the cost or cease the arrangement or so modify the arrangement that there is not cost to Gippsland Pathology Service.

31.2 Qualifying Period

Existing employees who have been employed for at least four (i) consecutive weeks from the commencement of employment shall have the contributions paid on their behalf in accordance with the provisions of this clause.

(ii) All employees shall have superannuation contributions paid to HESTA from the commencement of employment after the expiration of the qualification period.

32. Avoidance of Industrial Disputes or Grievances

It is the objective of the parties to this Agreement that, where possible, disputes or grievances are resolved by negotiation and discussion at the enterprise level. In the event of an industrial dispute or grievance occurring about matters arising under this Agreement the parties to it will observe the grievance procedures as prescribed by clause 35 of the HSUA Award and by clause 33 of the ANF Award.

33. No Extra Claims

The parties undertake that during the life of this Agreement there shall be no further wage increases sought or granted except as provided for under the terms of this Agreement.

34. Renegotiation

The parties agree to commence negotiating for the period commencing from 1 March 2006 no later than 1 December 2005.

35. Capability To Vary Agreement

Subject to the requirements of the Workplace Relations Act 1996, an application to vary any of the terms of the Agreement can be made under section 170MD of the Act. Such application must be in writing and agreed to by the parties.

36. Signatories

By signing below the signatories indicate their agreement to the terms of this agreement.

Executive Officer (date)
for and on behalf of Gippsland Pathology Service

National Secretary (date)
for and on behalf of the Health Services Union of Australia

Secretary, Victorian Branch (date)
for and on behalf of the Australian Nursing Federation

APPENDIX 1

CLASSIFICATION	01/03/03	01/03/04	01/03/05
Cleaner			
1st year of experience	557.26	573.98	591.20
2nd year of experience	561.43	578.27	595.62
3rd year of experience	567.59	594.62	602.16
Clerk Grade 1			

1st year of experience	600.64	618.65	637.21
2nd year of experience	605.74	623.91	642.63
3rd year of experience	611.10	629.43	648.31
Clerk Grade 2			
1st year of experience	622.38	641.05	660.28
2nd year of experience	627.34	646.16	665.54
3rd year of experience	632.72	651.70	671.25
Clerk Grade 3			
1st year of experience	638.09	657.22	676.94
2nd year of experience	643.34	662.63	682.51
3rd year of experience	648.70	668.16	688.21
Clerk Grade 4			
1st year of experience	651.25	670.79	690.91
2nd year of experience	656.35	675.03	696.32
3rd year of experience	661.72	681.57	702.02
Clerk Grade 5			
1st year of experience	668.56	688.61	709.27
2nd year of experience	673.68	693.89	714.71
3rd year of experience	679.06	699.43	720.41
Clerk Grade 6			
1st year of experience	745.10	767.45	790.47
2nd year of experience	750.22	772.73	795.91
3rd year of experience	755.58	778.25	801.60
Lab Assistant Grade 1			
1st year of experience	557.26	573.98	591.20
2nd year of experience	561.43	578.27	595.62
3rd year of experience	567.59	584.62	602.16
Lab Assistant Grade 2			
1st year of experience	593.38	611.17	629.51
2nd year of experience	598.49	616.44	634.94
3rd year of experience	603.87	621.99	640.65
Lab Assistant Grade 3			
1st year of experience	607.34	625.56	644.33
2nd year of experience	612.45	630.82	649.75
3rd year of experience	636.36	655.45	675.11
Maintenance/Handyperson			
1st year of experience	638.09	657.22	676.94
2nd year of experience	643.34	662.63	682.51
3rd year of experience	648.70	668.16	688.21
Maintenance/Handyperson advanced:			
1st year of experience	668.56	688.62	709.28
2nd year of experience	673.68	691.89	714.71
3rd year of experience	679.06	699.43	720.41
Medical Technician Grade 1			
1st year of experience	607.21	625.43	644.19
2nd year of experience	637.96	657.10	676.81
3rd year of experience	668.56	688.62	709.28
4th year of experience	693.41	714.21	735.64
5th year of experience	718.26	739.80	762.00
6th year of experience	743.33	765.63	788.60
7th year of experience	767.94	790.97	814.70
8th year of experience	792.78	816.56	841.06
Medical Technician Grade 2			
1st year of experience	792.78	816.56	841.06
2nd year of experience	825.81	850.58	876.10

3rd year of experience	858.86	884.63	911.16
4th year of experience	890.26	916.97	944.48
Medical Technician Trainee			
1st year of experience	334.28	344.31	354.63
2nd year of experience	401.14	413.17	425.57
3rd year of experience	501.42	516.46	531.95
4th year of experience	601.71	619.76	638.35
Pathology Courier			
1st year of experience	555.55	572.22	589.38
2nd year of experience	569.64	586.73	604.33
3rd year of experience	583.75	601.26	619.30
4th year of experience	598.38	616.33	634.82
5th year of experience	608.87	627.14	645.95
Pathology collector in training	607.34	625.56	644.33
Pathology collector Grade 1			
1st year of experience	638.09	657.23	676.95
2nd year of experience	643.34	662.64	682.52
3rd year of experience	648.70	668.16	688.21
Pathology collector Grade 2			
1st year of experience	668.56	688.62	709.28
2 nd year of experience	673.68	693.89	714.71
3 rd year of experience	679.06	699.43	720.41
Sole Storeperson			
1 st year of experience	593.38	611.17	629.51
2 nd year of experience	598.49	616.44	634.94
3 rd year of experience	603.87	621.98	640.64
Storeperson			
1st year of experience	578.87	596.24	614.12
2nd year of experience	583.97	601.49	619.53
Ad year of experience	589.35	607.03	625.24
Storeperson advanced			
1st year of experience	638.09	657.23	676.95
2nd year of experience	643.34	662.64	682.52
3rd year of experience	648.70	668.16	688.21

CLASSIFICATION
Pathology Collector Div 1

	01/03/03	01/03/04	01/03/05
Year 1	681.35	701.79	722.84
Year 2	718.36	739.91	762.11
Year 3	755.27	777.92	801.26
Year 4	793.70	817.51	842.03
Year 5	832.49	857.47	883.19
Year 6	871.29	897.43	924.35

CLASSIFICATION
Scientist Trainee

	01/03/2003	01/03/2004	01/03/2005
Year 1	348.12	358.57	369.32
Year 2	417.74	430.27	443.18
Year 3	522.18	537.85	553.99
Year 4	591.80	609.56	627.84
Year 5	626.61	645.41	664.77
Scientist Grade 1			
Year 1	696.23	717.11	738.63
Year 2	748.20	770.64	793.76
Year 3	810.25	834.55	859.59
Year 4	866.60	892.60	919.38

Year 5	909.57	936.85	964.96
Year 6 & thereafter	955.92	984.59	1014.13
Scientist Grade 2			
Year 1	955.92	984.59	1014.13
Year 2	1010.36	1040.67	1071.89
Year 3	1060.30	1092.11	1124.87
Year 4 & thereafter	1131.06	1164.98	1199.93
Scientist Grade 2A	1178.85	1214.22	1250.64
Scientist Grade 3			
Year 1	1192.98	1228.02	1264.86
Year 2	1234.09	1271.11	1309.24
Year 3	1267.06	1305.06	1344.22
Year 4	1337.02	1377.12	1418.44
Scientist Grade 4			
Year 1 & 2	1397.43	1439.35	1482.53
Year 3 & 4	1471.90	1516.05	1561.53
Year 5 & thereafter	1666.76	1716.76	1768.26

APPENDIX 2

SHIFT/ON CALL ALLOWANCES

	01.03.03	01.03.04	01.03.05
Early or late - HSUA	23.95	23.95	23.95
Early or late - Scientists	29.75	29.75	29.75
Early or late – Pathology Collectors Div 1	29.20	29.20	29.20
Night Shift – HSUA	39.89	39.89	39.89
Night Shift – Scientists	52.98	54.57	56.21
Permanent night shift - HSUA	55.73	57.40	59.12
Permanent night shift - Scientists	66.95	68.96	71.03
Change of Shift – HSUA	27.87	28.71	29.57
Change of Shift – Scientists	33.48	34.48	35.52
Change of Roster – HSUA	16.71	17.21	17.73
Change of Roster – Scientists	20.88	21.51	22.15
Change of Roster – Pathology Collectors Div 1	19.66	20.25	20.86
On call 12 hours – Scientists	21.30	21.30	21.30
On call 24 hours – Scientists	42.65	42.65	42.65

HIGHER QUALIFICATIONS

	01.03.03	01.03.04	01.03.05
MEDICAL SCIENTISTS			
Grad Certificate	27.84	28.68	29.54
Grad Diploma	45.25	46.61	48.01
Masters	52.21	53.78	55.39
Fellowship/PhD	69.62	71.71	73.86
PATHOLOGY COLLECTOR Div I			
Grad Certificate	28.73	29.60	30.48
Grad Diploma	46.69	48.09	49.54
Masters/PhD	53.88	55.49	57.16