



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Clinical Laboratories (Wa) Pty Ltd T/A Australian Clinical Labs
(AG2024/4492)

CLINICAL LABORATORIES (WA) HSUWA AND EMPLOYEE ENTERPRISE AGREEMENT 2024

Health and welfare services

COMMISSIONER SCHNEIDER

PERTH, 30 JANUARY 2025

*Application for approval of the Clinical Laboratories (WA) HSUWA and Employee
Enterprise Agreement 2024*

[1] Clinical Laboratories (Wa) Pty Ltd T/A Australian Clinical Labs (the Applicant) has made an application for the approval of an enterprise agreement known as the *Clinical Laboratories (WA) HSUWA and Employee Enterprise Agreement 2024* (the Agreement). The application was made under section 185 of the *Fair Work Act 2009* (Cth) (the Act). The Agreement is a single enterprise agreement.

[2] Following an assessment of the Agreement and application materials, my Chambers emailed the parties a list of initial concerns on 5 December 2024 and requested a response from the Applicant. The Applicant provided an initial response alongside a proposed undertaking. The Applicant's response was met with further questions from the Health Services Union (the Union) and the Employee Bargaining Representative. A conference was listed on 29 January 2025, in which the Commission sought to discuss the primary issues with the parties. The parties reached agreement during the conference and shortly thereafter the Applicant filed an updated undertaking.

[3] A copy of the undertaking is attached to the Agreement. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement.

[4] In compliance with section 190(4) of the Act, the bargaining representative's views regarding the undertaking proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered. No objection was raised.

[5] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the

requirements of sections 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[6] The Union, being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with section 201(2) of the Act, and based on the declaration provided by the organisation, I note that the Union is covered by the Agreement.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 6 February 2025. The nominal expiry date of the Agreement is 30 January 2028.



COMMISSIONER

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Clinical Laboratories (WA) HSUWA and Employee Enterprise Agreement 2024

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

Clinical Laboratories (WA) HSUWA and Employee Enterprise Agreement 2024

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PART A – PRELIMINARY

1. Title of Agreement

1.1 This Agreement shall be called the *Clinical Laboratories (WA) HSUWA and Employee Enterprise Agreement 2024*.

2. Agreement Coverage

2.1 This Agreement shall be binding according to its terms on the following:

- (a) Clinical Laboratories (WA) Pty Ltd (“the Employer”); and
- (b) The Health Services Union (WA) (“HSUWA” and/or “the Union”); and
- (c) All Employees employed by the Employer in the state of Western Australia in any of the classifications contained in schedule A.

3. Interpretation

3.1 “Act” means the *Fair Work Act 2009* (Cth) as amended from time to time.

3.2 “Award” is in reference to the *Health Professionals and Support Services Award 2020*.

3.3 "Casual" means an Employee whom employment is offered and accepted within the scope of this Agreement on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the Employee.

3.4 “Child” includes an adopted child, stepchild, ex-nuptial child or adult child.

3.5 “Close relative” of a person is another person who:

- a. Is a member of the first person’s immediate family; or
- b. Is related to the first person according to Aboriginal or Torres Strait Islander kinship rule.

3.6 “Contracted hours” means the written agreement between a part-time Employee and Employer about pattern of work (hours, days, start and finish times).

3.7 “Duties” means each Employee is required to work in accordance with their duty statement and policies and procedure of the Employer. The Employer may direct the Employee to carry out such duties as are within the limits of the Employee’s skill, competence or training provided that such duties are not designed to promote deskilling.

3.8 “Employee” means an Employee of Clinical Laboratories (WA) Pty Ltd performing work and engaged in one of the classifications contained in Schedule A.

3.9 “Employer” means Clinical Laboratories (WA) Pty Ltd, the CEO, or a person delegated by the CEO to exercise the power on their behalf.

3.10 "Fixed term contract" refers to a contract of employment in which an Employee is engaged for a specific project either for the duration of that project or for a specific period of time.

3.11 “Household member” means any person who lives with the Employee.

3.12 “Immediate family” means:

- a. Spouse or former spouse
- b. De facto partner or former de facto partner
- c. Child
- d. Parent
- e. Grandparent/grandchild
- f. Sibling

- g. Child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner)
- h. Step-relations (e.g. step children, step parents) as well as adopted relations.

- 3.13 "Mentor" means an experienced employee who acts as a resource to provide guidance, advice and/or support on an ad-hoc basis to other employees. This may be done face-to-face or remotely.
- 3.14 "NES" means the National Employment Standards.
- 3.15 "Night shift" means a shift that starts at or after 6pm and finishes after midnight.
- 3.16 "Ordinary rate" means the rate of pay prescribed in Schedule A - Wages of this Agreement.
- 3.17 "Ordinary time earnings" means the ordinary rate, over Agreement payments and shift and weekend penalties.
- 3.18 "Pathology Collector Trainer" means a Pathology Collector who provides 1 on 1 supervision of a trainee Pathology Collector (including students, trainees, graduates and new employees) for a period as directed. This includes demonstrations, regular feedback and completing competency assessments.
- 3.19 "Part-time" refers to a permanent Employee with a guaranteed minimum number of hours (inclusive of holidays and leave) who is regularly employed to work less hours than those prescribed for full-time Employees.
- 3.20 "Public holiday" means New Year's Day, Australia Day, Labour Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Western Australia Day, King's Birthday, Christmas Day and Boxing Day, or;

Any other day, or part-day, declared or prescribed by or under a law of the state of Western Australia (WA) to be observed generally within WA, or a region of WA, as a public holiday, other than a day or part-day, or kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

Where any public holiday prescribed by this Agreement falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or Monday, such holiday shall be observed on the next succeeding Tuesday. Provided that:

- a. a day observed in lieu of the holiday may be appointed by proclamation published in the Gazette under the *Public and Bank Holidays Act 1972*;
 - b. another day may be observed in lieu of the holiday by agreement between the Employee and the Employer.
- 3.21 "Shift worker" means an Employee who is ordinarily rostered to work ordinary hours on a Sunday and/or public holidays; and/or night shifts. In this respect the meaning of "ordinarily" is further qualified to be:
- a. Rostered to work one (1) Sunday every month; or
 - b. 6 or more public holidays; or
 - c. Regular night shift being one (1) or more nights per week.
- 3.22 Where the provisions of this Agreement provide for agreement between the Employer and the Employee, agreement shall not be deemed to have been reached unless freely entered into by both parties.

An Employee shall not be disadvantaged by withholding agreement provided that where an Employee withholds agreement to perform additional work at ordinary rates, the Employer shall be entitled to offer that work to another Employee.

Where the Employer seeks such agreement with an Employee, that Employee shall be made aware of their right, and given reasonable opportunity, to contact and seek representation from the Union or other representative.

Any problem arising from the operation of this Agreement may be resolved in accordance with *Clause 11- Dispute Settlement Procedures* of this Agreement.

- 3.23 "Union" means the Health Services Union (WA).

4. Commencement and Period of Operation

- 4.1 This Agreement shall commence operation seven (7) days after approval by the Fair Work Commission.
- 4.2 The nominal expiry date of this Agreement shall be (3) years post approval by the Fair Work Commission. However, this Agreement shall continue to operate beyond the nominal expiry date until such time as a replacement Agreement has been approved by the Fair Work Commission or this Agreement is terminated in accordance with the provisions of the Act.

5. Effect of this Agreement in relation to the Award and other Agreements and the NES

- 5.1 This Agreement replaces in its entirety the terms of the Clinical Laboratories WA HSUWA Enterprise Agreement 2021 and any other Award or Agreement. The NES and Act are not incorporated into this Agreement.
- 5.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision(s) will apply to the extent of the inconsistency.

6. Comprehensive Agreement

- 6.1. It is the intention of the parties that this Agreement be a comprehensive document applying to Employees covered by this Agreement and the Employer. It is further intended that each provision of this Agreement is to be interpreted as not containing unlawful content and that each provision only operates in a manner that would not constitute unlawful content.

PART B – CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION

7. Consultation

- 7.1 This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 7.2 For a major change referred to in *subclause 7.1 (a)*:
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) *subclauses 7.3 to 7.9* apply.

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

- 7.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

- 7.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

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

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

7.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in *subclause 7.2 (a)* and *subclauses 7.3 and 7.5* are taken not to apply.

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

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

Change to regular roster or ordinary hours of work

7.10 For a change referred to in *subclause 7.1(b)*:

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) *subclauses 7.11 to 7.15* apply.

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

7.12 If:

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

the employer must recognise the representative.

7.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

7.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

7.16 In this term:

relevant employees means the employees who may be affected by a change referred to in *subclause 7.1*.

8. Flexibility Term

8.1 An Employer and Employee covered by this Agreement may agree, without coercion or duress, to make an individual flexibility arrangement

to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one (1) or more of the following matters:
 - (i) Arrangement about when work is performed (*Clause 8.7*);
 - (ii) Overtime rates (*Clause 32*);
 - (iii) Penalty rates (*Clause 29*);
 - (iv) Allowances (*Clause 22*);
 - (v) Leave loading (*Subclause 35.5 (b)*);
 - (vi) Parental Leave (*Clause 41*); and
 - (vii) Flexible Work Options (*Clause 9*).
- (b) the arrangement meets the genuine business needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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

- (a) are about permitted matters under s172 of the Act; and
- (b) are not unlawful terms under s194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and
- (d) are documented in such a manner as to allow inspection under s482 of the Act.

8.3 Where the Employer seeks such agreement with an Employee, that Employee shall be made aware of their right, and given reasonable opportunity to contact and seek representation from the Union or other representative.

Any disagreement arising from the operation of this subclause must be resolved in accordance with *Clause 11 - Dispute Settlement Procedures* of this Agreement.

For the avoidance of doubt, providing information concerning the Union under this subclause does not mean that that Union must approve or consent to the individual flexibility arrangement.

8.4 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the

arrangement; and

(iv) states the day on which the arrangement commences.

8.5 The Employer must give the Employee a copy of the individual flexibility arrangement at the time it is signed by the Employee and Employer.

8.6 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 14 days' written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing — at any time.

8.7 Subject to the Employer and Employee agreeing in writing to an Employee working hours outside the spread of ordinary hours the Employer shall not be liable to pay any shift allowances, including weekend shift allowances, which, but for such agreement, would be payable.

- (2) Such agreement must not be either directly or indirectly reached as a result of any request, direction or pressure of the Employer.
- (3) The agreement will clearly set out the hours to be worked.
- (4) Any hours worked, at the request of the Employer; outside the parameters set out in the agreement shall be deemed to be overtime.
- (5) The Employee may withdraw from the special arrangements at any time by giving the Employer two weeks' notice in writing.
- (6) The Employer may withdraw agreement for the special arrangement at any time by giving the Employee two weeks' notice in writing.
- (7) Where the arrangement is withdrawn by either party the Employee will revert to the normal working hours and arrangements for their work area and shall be paid accordingly.

9. Flexible Work Arrangements

9.1 Employees may elect in writing to participate in flexible working arrangements where these are offered by the Employer. Such arrangements will be subject to the Employer's policy, and as stated clearly in written agreement between the Employer and Employee.

9.2 It will remain the responsibility of the Employee wishing to avail themselves of the flexibility to seek advice concerning potential implications for taxation, superannuation and other benefits.

10. Commitment to Improved Productivity and Flexibility

10.1 The parties agree that in giving effect to the provisions of this clause, both Employer and Employee needs are to be considered including:

- (a) ensuring that the careers of Employees are not disadvantaged; and
- (b) consideration of the Employee's personal commitments, family needs and carer responsibilities; and
- (c) that sufficient annual leave remains available for the Employee to have the opportunity of adequate rest and recreation.

10.2 Improved Productivity

- (a) The parties to this Agreement recognise that with increased competition in the Pathology industry, the wage increases and other benefits contained in this Agreement can only be sustained through improvements in productivity.
- (b) Accordingly, the Employer and Employees covered by this Agreement commit to actively co-operate in implementing changes in work and staffing practices designed to improve productivity (including matching staffing levels to service needs).
- (c) The parties to this Agreement are committed to the continuous quality improvement process through the use of appropriate efficiency strategies. A co-operative spirit will prevail to ensure quality outcomes are achieved and barriers to improved performance are identified through the consultation process.

- (d) In particular, the Employer commits to regularly meet with the Work Health and Safety Committee to discuss operational and working environment concerns affecting Clinical Laboratories (WA).

10.3 Flexibility

It is envisaged that productivity improvements necessary to support this Agreement will primarily be met as a result of the implementation of innovative and efficient work and staffing practices. Where the Employer proposes to introduce such initiatives Employee/s affected by the proposal(s) shall be consulted and their views meaningfully taken into consideration.

11. Dispute Settlement Procedures

11.1 Where a dispute concerning the operation of this agreement and/or the NES arises the following steps shall be taken:

Step 1

Within seven (7) days after the dispute has arisen, it shall be considered jointly by the appropriate supervisor, the Employee or Employees concerned and where the Employee or Employees so request, the Employee/s' Union or other representative.

Step 2

If the dispute is not resolved it shall be considered jointly by the appropriate manager and/or senior manager of the Employer, the Employee or Employees concerned and where an Employee so requests, the Employee/s' Union or other representative who shall attempt to settle the dispute.

Step 3

If the dispute is not resolved it shall be considered jointly by the appropriate Human Resource representative of the Employer, the Employee/s' concerned and where any Employee so requests the Employee/s' Union or other representative who shall attempt to settle the dispute.

Step 4

If the dispute is not resolved it may then be referred to an agreed arbitrator for assistance in its resolution by conciliation and / or arbitration.

Where the parties involved in the matter cannot agree on an arbitrator, they shall request the Fair Work Commission to nominate an arbitrator.

The parties involved in the matter will abide by the decision of the arbitrator.

11.2 On each occasion, sensible time limits shall be agreed upon for the completion of each step of the procedure.

11.3 Provided that the Agreement may only be varied by arbitration for the purpose of removing ambiguity or uncertainty.

11.4 The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined at *Clause 11.1*. Unless there is a concern about a risk to the health or safety of the Employee or any other person.

PART C – TERMS AND CONDITIONS OF EMPLOYMENT

12. Part-Time Employment

- 12.1 A part-time Employee is and Employee who is engaged to work less than the full-time hours of an average of 38 hours per week and has reasonably predictable hours of work. Provided that the hours of work for a part-time Employee can be based on a two (2) or four (4) week shift cycle.
- (a) Before commencing employment, the Employer and the Employee will agree in writing on a regular pattern of work including:
 - (i) number of hours to be worked each week;
 - (ii) the days of the week the Employee will work; and
 - (iii) the starting and finishing times each day.
 - (b) The regular pattern of work may occur over a roster cycle of up to 8 weeks.
- 12.2 Where an Employee was engaged on a part-time basis by the Employer prior to the commencement of operation of this Agreement, the Employer will consult and genuinely try to reach agreement in writing with the Employee on a regular pattern of work in accordance with *subclauses 12.1(a)(i), 12.1(a)(ii), 12.1(a)(iii), and 12.1(b)*.
- 12.3 A part-time Employee will be entitled to remuneration and all entitlements in the same manner as a full-time Employee, adjusted on a pro-rata basis at the rate of their ordinary hours per week in relation to full-time hours (38).
- 12.4 A part-time Employee may enter into a written agreement to work additional hours (i.e. un-rostered hours worked in conjunction with an existing shift) or additional shifts within the limits of ordinary hours for full-time Employees. A part-time Employee may provide a written general consent to work these additional hours or additional shifts at ordinary rates of pay (plus shift or other penalties where applicable). Such a general consent may be withdrawn by a part-time Employee at any time and includes a part-time Employee verbally refusing any additional hours or shifts that may be offered to them.
- 12.5 A part-time Employee who agrees to work additional hours or additional shifts in excess of the limits for ordinary hours for full-time Employees (reference *clause 28.11 - Hours*) will have those additional hours paid as overtime in accordance with the provisions of this Agreement.
- 12.6 A part-time Employee cannot be directed to work additional hours.

Review of part-time hours

- 12.7 Where a part-time 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 the Employer. The Employer shall give consideration to converting the Employee's average working hours worked over the preceding 12 month period into contracted hours.
- 12.8 The Employer will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Employer will not unreasonably reject the request and will also take into account that the hours worked in the following circumstances will not be incorporated into any adjustments made:
- (a) 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, parental leave, personal leave or leave as a result of a workers compensation claim; and
 - (b) If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.
- 12.9 Any changes to an Employees contracted hours will be confirmed in writing and will be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

13. Casual Employment

- 13.1 A casual employee, for working ordinary time, shall be paid a loading of 25% of the ordinary hourly rate of the appropriate wage rate prescribed in the *Schedule A – Wages*, for each hour of work.

13.2 A casual Employee will not receive any of the leave entitlements prescribed in this Agreement with the exception of those provided for in *subclause 37.9 and* that prescribed for casual Employees in the Act and *Long Service Leave Act 1958 (WA)*.

13.3 A casual Employee will be paid a minimum of three (3) hours pay each engagement to work.

13.4 Casual Conversion

- a) A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment:
 - i. on a full-time basis where the employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or
 - ii. on a permanent part-time basis where the employee has worked a regular number of hours each week or fortnight (depending upon the roster) throughout the period of casual employment. Such part-time engagement would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the Employer and the employee.
- b) The Employer may consent to or refuse the request in accordance with the grounds specified in the NES.
- c) Casual conversion will not apply where a casual has covered absences of permanent employees who are expected to return to work or if the hours are due to a temporary increase in hours only due, for example, to the specific needs of a client.
- d) A casual Employee may also be entitled to access an additional pathway to permanent employment in line with the NES if they were employed with the Employer before 26 August 2024. This pathway will lapse 6 months after 26 August 2024. Any request under this clause must be in writing and provided to the Employer and will be determined in accordance with the provisions of the NES.

14. Fixed Term Employment

14.1 Subject to this Agreement, an Employee appointed on a fixed term contract shall accrue and be paid the same benefits as a permanent Employee.

14.2 A fixed term contract shall not exceed a maximum period of two (2) years, provided that:

- (a) the fixed term contract is not extended or renewed more than once; and
- (b) the maximum period includes any extension or renewals.

14.3 Where a fixed term contract exceeds 12 months, the Employer shall give consideration to granting permanency.

14.4 Nothing in this Agreement shall restrict the right of the Employer or Employee to terminate the engagement within the specified term in accordance with the provisions of *Clause 17 – Separation* of this Agreement.

15. Probation

15.1 The first six (6) months of employment will be on a probationary basis during which time and notwithstanding the provision of *Clause 17 - Separation*, either party may terminate the contract by giving one (1) weeks' notice in writing (one (1) hour in the case of casuals) or payment or forfeiture in lieu thereof.

15.2 The Employer shall provide the Employee with an appraisal of their performance during the probationary period. The Employer will provide feedback to the Employee at 6 weeks, 12 weeks and 18 weeks on how the Employee is performing in the role. If there are any issues with the Employee performance the Employee will be given the right to respond.

15.3 If no formal probation meeting is conducted at the end of the six (6) months, the Employee will have been deemed to have successfully completed probation.

16. Time Not Worked

16.1 The Employee shall not be entitled to payment for any period of unauthorised absence. Refer to *Clause 18 - Abandonment of Employment*.

17. Separation

17.1 Employer Giving Notice

- (a) The contract of service may be terminated by the Employer on any day by giving to the Employee the required period of notice in writing and the contract shall expire at the end of that period of notice.
- (b) The required period of notice shall be:

Employee's period of continuous service with the Employer	Period of notice
Not more than 1 year	1 weeks
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
The required period of notice is increased by one week if the Employee is over 45 years old and has completed at least 2 years continuous service with the Employer.	

- (c) Provided that the contract of service of an Employee engaged as a casual may be terminated by the Employer giving the Employee one (1) hours' notice. Such notice need not be in writing.
- (d) Payment in lieu of the required period of notice may be made by the Employer if the required notice is not given.
- (e) The Employer may terminate the contract of service by providing part of the required notice and payment in lieu of the balance.
- (f) Nothing in this clause affects the Employer's right to dismiss an Employee without notice for serious misconduct, which justifies instant dismissal.

17.2 Employee Giving Notice

- (a) The contract of service may be terminated on any day by the Employee giving to the Employer;

Scientist	4 weeks
Laboratory Technician	4 weeks
Manager	4 weeks
Supervisor/Coordinator	4 weeks
Pathology Collector	2 weeks
Laboratory Assistant	2 weeks
Administrative Support Officers	2 weeks
Couriers/Stores	2 weeks

- (b) An Employee during their probationary period may give one (1) weeks' notice.
- (c) Notwithstanding *subclause 17.2(a)* above, the Employer and the Employee may agree in writing to an alternative notice period.
- (d) Provided that the contract of service of an Employee engaged as a casual may be terminated by the Employee giving the Employer one (1) hours' notice. Such notice need not be in writing.

- (e) If an Employee fails to give the required notice or leaves during the notice period, the Employer may, at its discretion, deduct from any monies due to the Employee, an amount equal to ordinary time earnings for the period of notice not given.
- (f) An Employee will not be disadvantaged as a result of providing a longer period of notice than required by this clause.

17.3 Termination Payment

- (a) Upon termination of employment, the Employer shall pay to the Employee, through the normal payroll system, all monies earned by or payable to the Employee no later than 7 days after the day on which the Employee's employment terminates.

17.4 Certificate of Service

Where an Employee whose service terminates requests a certificate of service, a certificate signed by the Employer stating the name of the Employee, the period of service, whether the service was full-time or part-time and the classifications in this Agreement in which work has been carried out, shall be provided.

18. Abandonment of Employment

18.1 Where an Employee is absent from work for a period of three (3) working days (consecutive days for full-time Employee and three (3) consecutive working days for part-time Employees) without the consent of the Employer and without notification to the Employer, and the Employer has made reasonable attempts to contact the Employee, the Employer shall be entitled to inform the Employee in writing that unless the Employee provides a satisfactory explanation for their absence within five (5) days of the Employer issuing a request for the Employee to make contact, the Employee will be considered to have abandoned their employment.

19. Redundancy

19.1 Interpretation

In this clause:

"Employee" does not include an Employee engaged on a casual or temporary basis or on a fixed term contract.

"redundant" means the position is no longer required by the Employer to be undertaken because the Employer has decided that the job will not be done by any Employee.

19.2 Employee to be Informed

- (a) Where the Employer has decided to:

- (i) make an Employee's position redundant,

the Employee is entitled to be informed by the Employer, as soon as reasonably practicable after the decision has been made, of the redundancy, as the case may be.

19.3 Discussions to Occur

- (a) The Employer will consult with the Employee in respect of any proposed change which may result in redundancy, in accordance with this Agreement.

19.4 Redundancy Pay

- (a) In addition to the period of notice prescribed in *Clause 17 - Separation* this Agreement, for ordinary termination, an Employee whose

employment is terminated on the grounds of redundancy shall be entitled to the following amount of redundancy pay in respect of a continuous period of service.

Period of Continuous Service	Redundancy Payment
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	12 weeks
7 years but less than 8 years	14 weeks
8 years but less than 9 years	16 weeks
9 years but less than 10 years	18 weeks
10 years but less than 11 years	20 weeks
11 years but less than 12 years	22 weeks
12 years but less than 13 years	24 weeks
13 years but less than 14 years	26 weeks
14 years but less than 15 years	28 weeks
15 years and over	30 weeks

"Weeks' Pay" means the ordinary weekly rate of wage for the Employee concerned.

- (b) For the purpose of this clause continuity of service shall not be broken on account of:
- (i) any absence from work on account of personal illness or accident for which an Employee is entitled to claim personal leave as prescribed by this agreement or on account of leave lawfully granted by the Employer; or
 - (ii) any absence with reasonable cause, proof whereof shall be upon the Employee; or
 - (iii) any absence on approved leave without pay.

Provided that in the calculation of continuous service under this subclause any time in respect of which an Employee is absent from work except time for which an Employee is entitled to claim annual leave, sick pay, long service leave and public holidays as prescribed by this Agreement shall not count as time worked.

- (c) Service by the Employee with a business which has been transmitted from one Employer to another and the Employee's service has been deemed continuous in accordance with relevant State long service leave legislation, as amended from time to time, shall also constitute continuous service for the purpose of this clause.
- (d) Redundancy shall not be payable in the event of a transmission of business where comparable alternative employment is offered and accepted.

19.5 Employee Leaving During Notice

An Employee whose employment is to be terminated on the grounds of redundancy may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice. Provided that, in such circumstances the Employee shall not be entitled to payment in lieu of notice.

19.6 Alternative Employment

The Employer, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee.

19.7 Leave for Job Interviews

- (a) An Employee who has been given notice that they have been, or will be, made redundant shall during the period of notice of termination be entitled to be absent from work up to a maximum of 7.6 ordinary hours during each week of notice without deduction of pay for the purpose of being interviewed/applying for positions and update of resume for further employment.
- (b) An Employee who claims to be entitled to paid leave under paragraph (a) shall, at the request of the Employer, be required to produce reasonable proof of attendance at an interview or the Employee shall not receive payment for the time absent.

19.8 Notice to Centrelink

Where a decision has been made to terminate Employees in circumstances of redundancy, the Employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

PART D – CLASSIFICATIONS, WAGES AND RELATED MATTERS

20. Wages

20.1 The classification structure and the conditions pertaining to appointment and progression, are prescribed in *Schedule A – Wages*.

20.2 Where an Employee is engaged under the auspices of a Supported Wage System, the provisions of *Schedule B - Supported Wage System* of this Agreement will apply.

21. Wages

21.1 The minimum wage rates to be paid to Employees covered by this Agreement will be those set out in *Schedule A – Wages*.

22. Allowances

22.1 Designated Relief Pathology Collector

- (a) An allowance of \$23.47 will be provided to a Designated Relief Pathology Collector for each day worked. This payment is in lieu of any payment otherwise payable in accordance with *Clause 24 – Travel Expenses, Fares and Motor Vehicle Allowance* and only applies when an Employee is working as a Designated Relief Pathology Collector.
- (b) Where an Employee working as a Designated Relief Pathology Collector is directed to be ready to commence work at a particular time, an amount equivalent to on call allowance (as per *Clause 34 - On Call*) will be paid for each full hour between the directed time and the actual start time.

22.2 Home Visits Allowance

- a) An allowance of \$1.12 per hour will be paid to an Employee who performs home visit duties. Provided that this allowance:
 - i. is a flat rate and will not attract any penalties or loadings; and
 - ii. will be paid on all hours worked for the shift whereby the Employee is required to perform home visit duties; and
 - iii. will not be applicable whilst the Employee is on any periods of leave;
 - iv. will not be applicable where a Relief Pathology Collector performs home visit duties for a consecutive period of two (2) weeks or more.

22.3 Histology Cut-Up Allowance

The Histology allowance is paid using the NPACC guidelines for the Performance of the Pathology Surgical Cut - Up definitions for simple and non- complex specimens:

Simple Cut-up attracts no allowance.

Non-Complex Cut-up is paid on the following asset rate basis:

Histology Cut-up - Medical Scientists	Commence \$ p/h
1st year 50% of rate per hour	6.33
2nd year 70% of rate per hour	8.86
3rd year 90% of rate per hour	11.38
4th year full rate per hour	12.64

22.4 Rapid on-site Evaluation (ROSE) Allowance

A ROSE allowance of \$12.64 per hour will be paid to a Cytology Medical Scientist who is required to attend a fine needle aspiration procedure for the purposes of performing a cell adequacy check.

For the avoidance of doubt, this allowance is paid at a flat rate for all applicable hours.

22.5 Medical Terminology Allowance

Employees working as Medical Secretaries or Results Clerks who are required to use high levels of medical terminology will be paid an allowance. This allowance will be paid at \$2,393.15 per annum full-time equivalent.

22.6 Heat Allowance

- a) Where an Employee is required to continue working for more than two (2) hours in temperatures exceeding 46°C, the Employee will be entitled to twenty (20) minutes rest after every two (2) hours work without deduction of pay.
- b) It will be the responsibility of the Employer to ascertain the temperature.
- c) Employees employed at their current place of work prior to 8 August 1991 working for more than one (1) hour in the shade in places where the temperature is raised by artificial means will be paid the following amounts:
 - i. where the temperature exceeds 40°C but does not exceed 46°C—\$0.56 per hour or part thereof; or
 - ii. where the temperature exceeds 46°C—\$0.67 per hour or part thereof.

22.7 Nauseous Work Allowance

- a) An Employee will receive an allowance at the rate prescribed under the Award if:
 - i. they are engaged in handling linen of a nauseous nature other than linen sealer in airtight containers; and/or
 - ii. for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification.
- b) At the time of making this Agreement the allowance is \$0.56 per hour or part thereof, provided that:
 - i. An Employee who is entitled to this allowance will be paid a minimum of \$3.04 per week for nauseous or offensive work performed in any week.

22.8 Where an Employee employed as a Pathology Collector works at site that the Employer has designated as requiring additional cleaning (including cleaning floors and toilets) and the Employee is directed to undertake these duties the Employee shall be paid for the time spent performing those duties.

22.9 Occasional Interpreting Allowance

- a) An Employee not employed as a full-time interpreter who is required to perform interpreting duties will receive an allowance at the rate prescribed under the Award.
- b) At the time of making this Agreement the allowance is \$1.24 on each occasion with a maximum additional payment of \$14.28 per week.

22.10 Blood Check Allowance

- a) An Employee exposed to radiation hazards in the course of their work will be entitled to a blood count as often as is considered necessary and will be reimbursed for any out-of-pocket expenses arising from such test.

22.11 Deduction for Board and Lodging

- a) Where the Employer provides board and lodging, the wage rates prescribed in this Agreement under *Schedule A – Wages* will be reduced by the amount prescribed under the Award.
- b) At the time of making this Agreement the amount prescribed under the Award is as follows:
 - i. Employees receiving a full adult rate of pay - \$35.86 per week
 - ii. Trainees - \$16.20 per week
 - iii. Employees who buy their meals at ruling cafeteria rates - \$22.33 per week

23. Laundry and Uniforms

- 23.1 Where the Employer requires a uniform to be worn, an adequate supply of such uniforms will be provided free of cost to the Employee on engagement.
- 23.2 Thereafter, uniforms will be replaced on an 'as required' basis provided that:
 - (a) no uniform shall be replaced within 18 months of the date of issue; and
 - (b) when a new uniform is issued the Employee will be required to return the replaced uniform.
- 23.3 Uniforms provided by the Employer will at all times remain the property of the Employer and must be returned to the Employer on termination. A failure to return uniforms may lead to a delay in the processing of any termination payment.
- 23.4 Uniforms will not be worn other than in the course of, and in travelling to and from, employment.
- 23.5 Employees will be responsible for the provision of appropriate clean, tidy and safe footwear.
- 23.6 Nothing in this clause shall prevent the Employer and the Employee from making other arrangements regarding the laundry and supply of uniforms, provided that they are not less favourable to the Employee.
- 23.7 The provisions of this clause shall not detract from the Employer's obligation in accordance with Work Health and Safety (WHS) legislation to provide Employees with adequate personal protective clothing and equipment where it is not practicable to avoid the presence of hazards at the workplace.

Laundry Allowance

- 23.8 A laundry allowance will be paid to Employees who are engaged in customer facing roles, required to wear a uniform in their normal course of employment and their uniforms are not laundered by or at the expense of the Employer. The laundry allowance will be paid at the rate prescribed under the Award.
 - a) At the time of making this Agreement the allowance is as follows:
 - i. \$0.32 per shift or part thereof on duty; or
 - ii. \$1.49 per week.

For the avoidance of doubt customer facing roles are Pathology Collectors and Couriers.

24. Travel Expenses, Fares and Motor Vehicle Allowance

- 24.1 All reasonable out of pocket, incidental, accommodation and travelling expenses incurred by an Employee in the discharge of their duties whilst working away from their usual residence at the direction of the Employer will be reimbursed to the Employee. An allowance of \$55.89 per day will be provided, however an amount in excess of this can be approved subject to the provision of receipts and/or other proof.
- 24.2 An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance at the rate prescribed by the Award.

a) At the time of making this Agreement, the allowance is \$0.99 per kilometre.

24.3 Nothing in this clause will prevent the Employer and the Employee making other arrangements as to motor vehicle allowance not less favourable to the Employee.

25. Higher Duties

25.1 An Employee who is engaged for two (2) hours or less in any duties carrying a higher rate than the classification in which they are ordinarily employed, will be paid at the higher rate for the time worked at the higher level.

25.2 An Employee who is engaged for more than two (2) hours in any duties carrying a higher rate than the classification in which they are ordinarily employed, will be paid at the higher rate for the full day or shift worked at the higher level.

25.3 Where a Pathology Collector is required to directly oversee a Trainee Pathology Collector (including students, trainees', graduates and new employees) they will be remunerated at the rate prescribed for a Pathology Collector - Advanced for that period.

26. Superannuation

26.1 The Employer will make compulsory Employer superannuation contributions into an approved Superannuation Fund nominated by the Employee in accordance with the Superannuation Guarantee legislation varied from time to time.

26.2 An Employee will nominate one approved fund to which all compulsory Employer superannuation contributions shall be paid.

26.3 Should an Employee fail to nominate a fund, the Employer will make superannuation contributions to the Employee's 'stapled' Superannuation fund identified by the ATO. If the Employee has no 'stapled' fund, the Employer will make superannuation contributions into the default Superannuation Fund of the Health Employees' Superannuation Trust Australia Fund (HESTA).

26.4 Contributions will continue to be paid on behalf of an Employee in receipt of payments under the *Workers Compensation and Injury Management Act 2023*.

26.5 Contributions into the nominated fund will be paid monthly.

(a) An Employee may elect in writing to receive a superannuation benefit in lieu of part of the wages to which they are otherwise entitled under this Agreement in accordance with the Employers' salary packaging policy.

(b) This arrangement will remain in force until terminated by mutual agreement or by either the Employer or the Employee providing one (1) calendar months' notice.

27. Payment of Wages

27.1 Wages shall be paid fortnightly by electronic funds transfer into one (1) or more accounts (maximum three) nominated by the Employee held at any major bank, building society or credit union. Any costs associated with the establishment by the Employee of such an account and of the operation of it will be borne by the Employee.

27.2 Where payment is not made within the nominated time the Employer will make every reasonable endeavour to rectify the matter without further delay.

27.3 Each Employee will be provided with a pay advice slip on each occasion that wages are paid, which will contain details in accordance with section 536 of the Act.

27.4 An Employee will be paid in each fortnightly pay period:

(a) payment for ordinary hours worked; and

(b) for any overtime worked; and

(c) any penalty payments and allowances arising from work actually performed in that pay period.

Overpayment of Wages

27.5 Where an Employee is paid for work not subsequently performed or is overpaid in any other manner, the Employer is entitled to make adjustment to the subsequent wages of the Employee.

One-off Overpayments

27.6 One-off overpayments may be recovered by the Employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

Cumulative Overpayments

27.7 Cumulative overpayments may be recovered by the Employer at a rate agreed between the Employer and the Employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$75 per fortnight, depending on which is the lesser amount per pay period.

27.8 In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the Employer and the Employee.

27.9 The Employer is required to notify the Employee of their intention to recoup an overpayment, provide the Employee with details to sufficiently establish that an overpayment has occurred and to consult with the Employee as to the appropriate recovery rate.

Underpayment of Wages

27.10 Where an Employee is underpaid in any manner, the Employer will rectify the error as soon as practicable with consideration to *subclauses 27.11 and 27.12*.

27.11 Notwithstanding *subclause 27.10*, an error shall be rectified no later than in the pay immediately following the date on which the Employer discovers, or is advised, that the error occurred.

27.12 Notwithstanding the provisions of *subclause 27.11*, an Employee shall be paid any underpayment immediately by way of a special payment where the underpayment of wages has created serious financial hardship.

Termination Payments

27.13 Upon termination of employment, the Employer will pay to the Employee, through the normal payroll system, all monies earned by or payable to the Employee, no later than 7 days after the day on which the Employee's employment terminates. Provided that:

- (a) any outstanding debts or overpayments accrued by the Employee may be recovered from the final payment payable to the Employee on termination;
- (b) the monies earned by or payable to the Employee will be paid by electronic funds transfer into the Employee's account(s).

PART E – HOURS OF WORK AND RELATED MATTERS

28. Hours

28.1 The ordinary hours for a full-time Employee will be as follows:

- (a) 38 hours per week, which may be averaged over a two (2) or four (4) week cycle,
- (b) 10 shifts in a fortnight, or 20 shifts in a month if on a four (4) week cycle,
- (c) up to eight (8) hours per shift (or up to 10 hours as agreed).
- (d) An Employee will not be rostered to work a shift of less than three (3) hours duration.

28.2 Ordinary hours may be worked, over any day of the week:

- (a) for shift workers, Monday to Sunday inclusive,
- (b) for all other Employees, Monday to Friday inclusive,

and will be arranged by the Employer to meet its needs.

28.3 A minimum of two (2) days off duty in each fortnight shall be taken consecutively.

28.4 The span of ordinary hours shall be from 6.00am to 6.00pm.

28.5 The roster will in each case provide for a 9.5-hour break between shifts. Provided that this will not apply where an Employee agrees to work additional hours at short notice.

28.6 Broken shifts will not be rostered but may be worked where an Employee agrees to be called in to work at short notice.

28.7 The hours and days of work will apply equally to a part-time Employee.

28.8 Should the Employer seek to introduce 10-hour shifts or change the span of ordinary hours of work in relation to an existing Employee a process of consultation will occur between the Employer and affected Employee and where requested the union or other representative. The purpose of the consultation will be to consider any potential consequences of such a change and specifically in relation to Work Health & Safety and family responsibilities, and where possible to minimise such consequences. Where such a change is decided the requirement to provide sufficient notice for the change is still required in accordance with *Clause 31 – Rosters*.

28.9 An Employee who is rostered to work a 10-hour shift will not be required to work any such shift as a split shift.

29. Shift Work

29.1 A shift worker is defined as an Employee who may be rostered to work ordinary hours on any day of the week, Monday to Sunday inclusive.

29.2 The loading on the ordinary rates of pay for an Employee who works an afternoon shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on weekdays will be 12.5%.

29.3 The provisions of *subclause 29.2* do not apply to an Employee who on any weekday commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

29.4 The loading on ordinary rates of pay for an Employee who works a night shift commencing at or after 6.00 pm and completes those hours after midnight will be 20%.

29.5 A loading of 20% will apply to any hours worked between midnight and 6.00 am Monday to Friday.

29.6 An Employee rostered to work ordinary hours between midnight Friday and midnight on the following Saturday will be paid a loading of 50% on actual hours worked during this period.

- 29.7 An Employee rostered to work ordinary hours between midnight Saturday and midnight on the following Sunday will be paid a loading of 60% on actual hours worked during this period. Provided that an Employee rostered to work ordinary hours for a complete rostered shift between noon Sunday and 6am Monday will be paid a loading of 75%.
- 29.8 Where an Employee works a shift each portion of that shift shall be considered a separate shift for the purpose of this clause.
- 29.9 Where the ordinary hours of work span 12.00 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculation for each part of the shift according to the rate applicable for additional payment for shift work and work during the weekend as the case may be.
- 29.10 Provided that where a shift is extended or shortened at less than 12 hours' notice the shift penalty rate paid in respect of any ordinary hours worked on that shift will be the penalty rate which would have applied had the start and/or finish time not been varied.

30. Meal and Meal Hours

- 30.1 Meal breaks will be a minimum of 30 minutes and a maximum of one (1) hour (except by agreement) and subject to *subclause 30.3* will not be counted as time worked.
- 30.2 The Employee will not ordinarily be required to work for more than five (5) hours consecutively without a meal break or six (6) hours where agreed between the Employee and the Employer. Where the need for service continuity occurs at a collection centre a Pathology Collector can be required in these circumstances to work up to six (6) consecutive hours at the direction of the Employer.
- 30.3 Where the Employee is required to be on duty or available to the Employer during their meal break, the Employee will be paid at ordinary rates subject to the parameters of the overtime provisions of this Agreement. Provided that the time when the Employee is on duty or available but not working shall not be counted as time worked for the purposes of *Clause 33 – Overtime* of this Agreement.
- 30.4 One 10-minute break will be allowed either in the morning or afternoon at a time agreed by the Employer without deduction of pay for such time except on those occasions where patient requirements are such that a break cannot reasonably be taken.
- 30.5 An Employee who has not been notified the previous day or earlier that they are required to attend work at a time when a meal is usually taken shall be provided with such a meal. Where such a meal cannot be provided a sum of \$17.33 will be paid.

31. Rosters

- 31.1 A roster of working hours will be posted in a convenient place where it can be readily seen by each Employee concerned.
- 31.2 Wherever possible, the roster will be posted at least 14 days in advance, but no later than 14 days before it comes into operation.
- 31.3 The rostered hours of work may be altered at the Employer's discretion if the Employer's requirements render such alteration necessary provided that an Employee is entitled to 48 hours' notice of such change.
- 31.4 Employees classified as Relief Pathology Collectors 12 hours' notice is required where a shift is cancelled or varied.
- 31.5 The notice referred to in this clause may be dispensed with by agreement between the Employee and the Employer. The Employee's personal and family commitments are to be taken into account where possible when there is to be any alteration to shifts.
- 31.6 An Employee who has commenced a shift is entitled to complete that shift unless otherwise agreed between the Employee and the Employer.

32. Rostered Work Location

- 32.1 Each Employee employed as a Pathology Collectors, will agree with the Employer a geographical area in which the Employee may be rostered to work (*Agreed Geographical Area*). The *Agreed Geographical area* will contain multiple Work Locations at which the Employee may be rostered to work, from time to time.
- 32.2 The *Agreed Geographical Area* may only be changed by agreement between the Employee and the Employer.
- 32.3 The Employee and the Employer agree that a stable work location is preferable.

32.4 Where an Employee is asked by the Employer to work at a different work location **outside the Agreed Geographical Area**, and the Employee agrees to work at that different location then the Employer will:

- (a) take into account the employee's personal circumstances such as their caring responsibilities and if necessary modify the start and finish time without loss of pay; and
- (b) pay the employee an allowance, which will be calculated by measuring the quickest route between the work location that the employee was originally rostered to work at and the work location that the employee has been asked to work at. Each kilometre, or part thereof, will be paid at the same rate specified in *Clause 24.2*.

32.5 Due to late notification of unplanned leave, it is sometimes necessary for the Employer to direct the Employee to work at a different work location **within the Agreed Geographical Area**. Where an Employee is asked by the Employer to work at a different work location **within** the Agreed Geographical Area, and less than 48 hours' notice has been provided by the Employer, and the Employee will be required to travel more than 30km from their rostered work location then the Employer will:

- (a) take into account the employee's personal circumstances such as their caring responsibilities and if necessary modify the start and finish time without loss of pay; and
- (b) Pay the employee an allowance, which will be calculated by measuring the quickest route between the work location that the employee was originally rostered to work at and the work location that the employee has been asked to work at. Each kilometre, or part thereof, will be paid at the same rate specified in *Clause 24.2*.

32.6 To reduce the need for the Employer to direct Employees to move from their rostered work location: Employees should notify their Supervisor of any absence as soon as possible. To facilitate this the business will establish a process (including the method and timeframe for notification) to enable employees to provide the employer with notice as soon as practicable, noting that the process may vary between departments.

33. Overtime

33.1 All work that an Employee performs at the direction of the Employer shall be paid.

33.3 Except as provided otherwise in this clause, work undertaken by an Employee at the direction of the Employer in excess of ordinary hours as per Clause 28 - Hours will be deemed to be overtime and will be paid at the rate of time and a half for the first two (2) hours and double time thereafter.

33.3 Provided that overtime will only be payable after 10 hours on any day where an Employee has agreed to work on a rostered shift of 10 ordinary hours.

33.4 All time worked at the direction of the Employer on a Saturday after 12.00 noon or on a Sunday shall be paid for at double time.

33.5 For the purposes of calculating overtime each day will stand alone.

33.6 An Employee may be required to work reasonable overtime.

- (a) Where an Employee and the Employer so agree, time off in lieu of payment for overtime may be allowed proportionate to the payment to which the Employee is entitled.
- (b) Such time off will be taken at a time (or times) agreed between the Employer and Employee.
- (c) Where an Employee and the Employer have agreed to take time off in lieu of the payment of overtime, the Employee may request at any time that the Employer pay the Employee for overtime worked but not taken as time in lieu at the overtime rate.
- (d) If, on termination of the Employee's employment, the Employee has not taken time off in lieu for overtime worked, the Employer will pay the Employee for overtime worked at the overtime rate.

34. On Call

34.1 An Employee is placed on call when required by the Employer to be readily contactable and able to attend work outside their normal working hours. An Employee is also on call when required to carry a mobile telephone or pager and to remain within a specified radius of the Employer's premises.

34.2 An Employee shall be paid an allowance of \$5.43 for each hour that they are placed on call, provided that the allowance will not be payable during recall hours worked.

34.3 Provided that where an Employee is required to be on call on Christmas Eve, Christmas Day, New Years' Eve or Good Friday an additional payment of \$55.89 per day will be paid.

34.4 The Employee will not be required to remain on call whilst on leave or the day before commencing leave unless by mutual agreement between the Employee and the Employer.

Call In

34.5 If an Employee is recalled to work for any purpose, they will be paid a minimum of two (2) hours at the appropriate overtime rate but shall not be obliged to work for two (2) hours if the work for which they were recalled is completed in less time, provided that if an Employee is called out within two (2) hours of starting work on a previous call they will not be entitled to any further payment for the time worked within that period of two (2) hours.

34.6 If an Employee is recalled to work they shall be provided with transport, free of charge, from their home to the place of employment and return, or, be paid the motor vehicle allowance provided for in *Clause 24 - Travel Expenses, Fares and Motor Vehicle Allowance* of this Agreement.

34.7 For the purposes of assessing overtime, each day will stand alone.

34.8 The Employer recognises that it has a duty of care to its Employees in accordance with Work Health and Safety (WHS) legislation. Accordingly, and in respect to this clause, the Employer recognises that an Employee who is on call and is called in during the night preceding an Employee's rostered shift may not be able to commence at the rostered start time or complete their rostered shift, as the case may be. An Employee will be entitled to a break of not less than 8 hours between the completion of a call-in period and the commencement of their next rostered shift. Accordingly, the Employee may commence or finish, as the case may be, at an alternative time, without loss of pay.

34.9 An Employee who works so much recall between midnight and 6:00am that the Employee would not have at least 9.5 consecutive hours off duty between midnight and the commencement of the next period of rostered duty will be entitled to 9.5 consecutive hours off duty before the commencement of the next period of rostered duty, without loss of pay for rostered ordinary hours occurring during such absence.

With the exception of Bunbury and Geraldton Hospitals where eight (8) consecutive hours will be had between midnight and the commencement of the next period of rostered duty

34.10 Where an Employee is only recalled after 6:00am, the Employee will be entitled to an hour and a half break before commencement of the next period of rostered duty, without loss of pay for rostered ordinary hours occurring during such absence.

34.11 Where an Employee is due to commence their next ordinary duty within 9.5 hours of the cessation of hours actually worked having been recalled to duty, they will either:

- (a) delay the start to their next ordinary duty until such time as 9.5 hours have elapsed since the cessation of overtime without loss of pay for that period; or
- (b) if directed by the Employer, commence their next ordinary duty and be paid at double rates until released from duty for such period and will then be entitled to be absent until they have had 9.5 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

34.12 An Employee regularly required to work on call will receive up to an extra 38 hours annual leave per accrual year in accordance with the schedule in *subclause 34.14* below, provided that they are available to be rostered on call Monday to Sunday, including public holidays and are rostered on call to suit operational requirements, in accordance with the following:

- (a) following a normal rostered shift; or

- (b) during weekend days or public holidays; or
- (c) on days that they are not rostered for duty.

34.13 The accrual year shall be the anniversary of the commencement of this Agreement or, for Employees not employed at the commencement of this Agreement, the anniversary of their commencement with the Employer.

34.14 The rate at which an Employee regularly placed on call will accrue additional leave, is as follows:

Number of hours rostered on call per accrual year	Additional Hours
120 hours to 179 hours	7.6 hours
180 hours to 239 hours	15.2 hours
240 hours to 299 hours	30.4 hours
300 hours or more	38 hours

For the purpose of calculating additional leave, the period of on-call is not reduced by recalled hours.

35. Calculation of Penalties

35.1 Where the Employee works hours which would entitle them to payment of more than one (1) of the penalties payable in accordance with the overtime, on call, shift and weekend penalties, or public holiday provisions of this Agreement, only the highest of any such penalty will be payable.

35.2 In the case of casuals, any such penalty will be in addition to the casual loading.

PART F – LEAVE AND PUBLIC HOLIDAYS

36. Annual Leave and Public Holidays

Entitlement

36.1 Each Employee will be entitled to four (4) weeks annual leave in respect of each year of continuous service. Annual leave will accrue on a progressive basis in respect of each ordinary hour worked and accumulates from year to year.

36.2 A 'Shift Worker' as defined by *subclause 3.21* will be entitled to one (1) additional week's annual leave pro rata per annum. Calculated once per annum, at the end of the financial year with the balance available in July of each year.

36.3 Employees who participate in the on call roster will receive up to an additional 38 hours of annual leave per annum in accordance with the provisions of *subclauses 34.12 and 34.13*. Calculated once per annum, at the end of the financial year with the balance available in July of each year.

Provided that where an Employee qualifies for additional annual leave under *subclauses 34.12 and 34.14*, no more than 38 hours of additional annual leave shall accrue.

36.4 In this clause, "continuous service" shall not include any period of unpaid leave other than the first three (3) months of unpaid sick leave.

Rate of Pay

36.5 The Employee will be paid for any period of annual leave prescribed in this clause at the ordinary rate of wage the Employee would have received as their payment at the time of taking the leave and in addition, any shift and weekend penalties which the Employee would have received had the Employee not proceeded on annual leave.

Where it is not possible to calculate the shift and weekend penalties the Employee would have received, the Employee will be paid at the rate of the average of such payments made each week over the four (4) weeks prior to taking the leave.

Provided that the Employee when proceeding on annual leave will not be paid less than the sum of:

- (a) the Employee's ordinary rate of wage for the period (i.e. excluding shift and weekend penalties); and
- (b) a loading of 17.5% in respect of all periods of annual leave other than the periods relating to public holidays (i.e. to which the Employee is entitled under *subclauses 35.12 and 35.13* hereof).
- (c) An Employee who is a regular shift worker as per *Clause 29 - Shift Work* and who is entitled to an additional weeks leave will instead of *subclause 35.5(b)* above, be paid a loading of 20% of their ordinary wage for the five (5) week's leave or an amount equal to the shift and weekend penalties the Employee would have received if they had not proceeded on annual leave, unless the sum paid under *subclause 35.5(b)* is greater.

Timing of Payment

36.6 The Employee will be paid for a period of annual leave at the time payment is made in the normal course of employment, unless the Employee requests in writing that they be paid before the period of leave commences in which case the Employee is to be so paid. Additional annual leave entitlement shall be taken prior to any annual leave entitlement being paid.

Provided that, where annual leave is paid in advance, payment for time worked may be adjusted in the fortnightly pay period following the period of annual leave.

Termination

36.7 If an Employee's employment terminates, the Employee will be paid a pro rata entitlement (at the rate prescribed by *subclause 36.5* hereof in respect of each completed week of service for which annual leave has not already been taken.

Provided that:

- (a) Leave loading will not apply to pro rata leave on termination but shall apply (in accordance with *subclause 36.5* hereof to leave resulting from a completed year of service.
- (b) Where an Employee is justifiably dismissed for serious misconduct during any qualifying 12 monthly period the provisions of paragraph (a) of this subclause do not apply in respect of any accrued annual leave in the uncompleted year of service.

Taking Annual Leave

36.8 The Employee may, with the approval of the Employer, be allowed to take the annual leave prescribed by this clause before the completion of 12 month's continuous service.

The annual leave prescribed in this clause may be split into portions by mutual agreement between the Employer and the Employee.

When the Employee requests that the annual leave be split into portions the Employer shall make every reasonable endeavour to accommodate the wishes of the Employee.

Where the Employer and Employee have not agreed when the Employee is to take annual leave:

- (a) the Employee is required to take the leave within the six (6) months following the year of accrual; and
- (b) the Employer shall give the Employee at least two (2) weeks' notice of the period of time when it will be convenient to the Employer for the Employee to take the leave; and
- (c) leave shall not accumulate except with the consent of the Employer and in that case shall not accumulate for more than 18 months.

36.9 The Employer will implement a WA leave procedure outlining the Employer's time frames for responding to Annual Leave requests and provide timelines for the application process for leave within identified high demand period.

Closedown

36.10 Where the Employer temporarily shuts down the part of business in which the Employee works (for example over the Christmas/New Year), Employee's may be directed to take paid annual leave during part or all of this period provided such direction is reasonable.

- (a) The period of the closedown may be for up to two (2) weeks.
- (b) The Employer where possible will provide eight (8) weeks' notice with the minimum notice period of four (4) weeks of the intention to close the area and the dates on which it will be closed.
- (c) The Employee will access their accrued leave to cover the period of closedown, provided that an Employee may request as an alternative:
 - (i) to continue working during the period, in which case the Employer will use its best endeavours to identify and offer alternative work in another area of the Employers business, where possible within the same facility or the same geographic area, subject to operational considerations;
 - (ii) to take another form of paid leave, or leave without pay;
 - (iii) to take up to a maximum of five (5) days annual leave in advance where they have no other form of paid leave available to them.

Leave Without Pay – full-time Employees

36.10 Subject to organisational capacity and by mutual agreement a full-time Employee who has worked with the organisation for more than two (2) years may request access up to four (4) weeks unpaid leave for the purposes of recreational leave. The Employee must not have excess annual leave entitlements unless authorised by the Chief Executive Officer and will take any excess leave credits at the time of or prior to the taking of authorised unpaid leave.

Cash Out

36.11 An Employee may in any 12-month period cash out accrued annual leave entitlement to be paid at ordinary rates provided that:

- (a) such election is to be made in writing by the Employee and approved by the Employer; and
- (b) cashing out shall not result in the Employee's remaining accrued annual leave entitlements being less than four (4) weeks.

Public Holiday Occurring During Annual Leave

36.12 An Employee shall be entitled to a day's leave in lieu of a public holiday, without deduction of pay, in respect of a public holiday that occurs during the Employees' annual leave.

Public holidays

36.13 An Employee not required to work on a day solely because that day is a public holiday or day observed in lieu thereof, shall be entitled to leave for the number of hours which they otherwise be rostered to work on that day without deduction of pay.

36.13 Where the Employee is rostered to work ordinary hours on a public holiday or day observed in lieu thereof, they shall be entitled to ordinary rates of pay and a loading of 150% for the actual time worked on the holiday.

36.14 Where a public holiday falls on a day on which an Employee is rostered off duty and the Employee has not been required to work on that day the Employee will be entitled to an additional day's pay at ordinary rates or, where there is agreement between the Employer and Employee to observe that public holiday, paid at the ordinary rate, at a mutually acceptable time.

This subclause will not apply where the holiday falls on a day of the week on which the Employee would not normally be rostered to work.

Where a public holiday falls on a Saturday or a Sunday, such holiday will be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or Monday, such holiday will be observed on the next succeeding Tuesday. Provided that:

- (a) a day observed in lieu of the holiday may be appointed by proclamation published in the Gazette under the *Public and Bank Holidays*

Act 1972; or

- (b) another day may be observed in lieu of the holiday by agreement between the Employee and the Employer.

37. Personal Leave

37.1A full-time Employee will accrue 76 hours paid leave per annum and pro-rata for part-time Employees to attend to:

- (a) sick leave – a personal illness, or injury, of the Employee; or
- (b) carer's leave – the care or support of a member of the Employee's immediate family, or a member of their household, who requires care or support because of:
- (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

37.2 The entitlement will accrue pro rata on a weekly basis.

37.3 Unused portions of personal leave entitlement will accumulate from year to year and may be taken in any subsequent year.

37.4 Where an application for payment exceeds the Employee's accrued entitlement, the excess may be offset against any future accrual or against monies otherwise payable to the Employee at the point of separation.

37.5 An Employee shall advise the Employer as soon as reasonably practicable and if possible prior to the commencement of the shift of the inability to attend work, the nature of illness or injury and the estimated duration of absence.

37.6 Unless otherwise directed, an Employee is allowed a maximum of five (5) days absence without a certificate from a registered health practitioner in any one (1) accruing year provided that:

- (a) a certificate must be provided for any absence of more than two (2) consecutive days; or
- (b) if it is not reasonably practicable to provide a certificate an Employee may provide a statutory declaration. Before agreeing to pay, the Employer may require evidence that it was not reasonably practicable for the Employee to obtain a medical certificate.

37.7 An Employee who suffers personal ill health or injury whilst on annual leave shall be paid sick leave in lieu of annual leave subject to:

- (a) Providing a certificate from a registered health practitioner stating the illness or injury necessitated confinement to home or hospital.
- (b) The portion of annual leave coinciding with the paid sick leave is to be taken at a time agreed by Employer and Employee or shall be added to the next period of annual leave.
- (c) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in this clause shall be deemed to have been paid with respect to the replaced annual leave.

37.8 Where an Employee receives payment under this clause and subsequently receives payments in respect of the same period under the *Workers Compensation and Injury Management Act 2023*, the Employee shall reimburse to the Employer the payments made under this clause and the Employer shall reinstate the Employee's sick leave or other entitlements accordingly.

37.9 Employees (including casual Employees) are also entitled to up to two (2) days unpaid carer's leave for each occasion a member of the Employee's immediate family or household requires care or support because of the illness, injury or unexpected emergency of the member.

Employees entitled to a period of unpaid carer's leave are entitled, for any particular occasion, to take the leave as:

- (a) a single, unbroken period of up to two (2) days; or
- (b) any separate periods to which the Employee and the Employer agree.

38. Family and Domestic Violence Leave

38.1 The Employer is strongly committed to the safety and wellbeing of Employees experiencing family and domestic violence and providing support in the form of leave, flexible working arrangements and access to support services where required.

Definition

38.2 For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person that:

- a) seeks to coerce or control the person; and
- b) causes the person harm or to be fearful.

Individual Support

38.3 In order to provide support to Employees experiencing family violence and to provide a safe work environment to all Employees, the Employer will consult with the affected Employees to consider what changes, if any and for what period, can be made in their workplace to make them less vulnerable to any family or domestic violence, including flexible working arrangements.

Leave

38.4 An Employee is entitled to 10 days of paid family and domestic violence leave in a 12-month period. This entitlement:

- a) is available in full at the start of each 12-month period of the Employee's employment; and
- b) does not accumulate from year to year; and
- c) is available in full to part-time and casual Employees.

38.5 Where an Employee finds themselves in a situation of family and/or domestic violence, they may also access personal leave, leave without pay and/or other paid leave as necessary to help cope during this situation. Employees will also be able to access free independent counselling assistance to support them during this time using the Company's Employee Assistance Program.

38.6 Managers will exercise compassion, flexibility and confidentiality in considering applications for leave to support those involved in family and domestic violence.

Taking Leave

38.7 The Employee may take paid family and domestic violence leave as:

- a) a single continuous 10-day period; or
- b) separate periods of one or more days each; or
- c) Any separate periods to which the Employee and the Employer agree, including periods of less than one day.

38.8 The Employee may take paid family and domestic violence leave if:

- a) The Employee is experiencing family and domestic violence; and
- b) The Employee needs to do something to deal with the impact of the family and domestic violence; and
- c) It is impractical for the Employee to do that thing outside of the Employee's work hours.

38.9 An Employee must give the Employer notice of taking leave. The notice:

- a) Must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

- b) Must advise the Employer of the period, or expected period, of the leave.

Evidential Requirements

38.10 An Employee who has given the Employer notice of the taking of family and domestic violence leave must, if required by the Employer, provide evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in *subclause 38.8*.

Payment

38.11 If an Employee takes a period of paid family and domestic violence leave in accordance with *subclauses 38.7 and 38.8*, the Employer will pay the Employee, in relation to the period:

- a) For an Employee other than a casual Employee – at the Employee’s full rate of pay, worked out as if the Employee had not taken the period of leave; or
- b) For a casual Employee – at the Employee’s full rate of pay worked out as if the Employee had worked the hours in the period for which the Employee was rostered.

38.12 An Employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours.

38.13 *Subclause 38.11b)* does not prevent a casual Employee from taking a period of paid family and domestic violence leave that does not include hours for which the Employee is rostered to work. However, the Employer is not required to pay the Employee in relation to such a period.

General

38.14 All personal information concerning family or domestic violence will be kept confidential and will not be kept on an Employee’s personnel file without the Employee’s express written permission.

38.15 No adverse action or discrimination will be taken against Employees if their attendance suffers as a result of experiencing family or domestic violence.

39. Cultural / Ceremonial Leave

39.1 An Employee is entitled to time off without loss of pay for ceremonial / cultural purposes providing they have sufficient annual or long service leave credits available. The request for such leave should be made in advance.

39.2 Leave under this provision shall include leave to meet the Employee’s customs, traditional law and to participate in ceremonial and cultural activities.

39.3 Time off without pay may only be granted by Agreement between the Employer and Employee.

39.4 The Employer may request reasonable evidence of the need of the legitimate cultural obligation for time off.

40. Long Service Leave

40.1 This Agreement shall be read in conjunction with the *Long Service Leave Act 1958 (WA)* as amended from time to time.

40.2 Long service leave will accrue at a rate equivalent to 13 weeks over 15 years, provided that an Employee will be able to access long service leave any time after the completion of seven (7) years continuous service.

40.3 On the termination of the Employee’s employment:

- (a) by their death;
- (b) in any circumstances otherwise than by the Employer for serious misconduct;

the Employee will be entitled to their accrued long service leave provided that they have completed no less than seven (7) years of continuous service with the Employer.

- 40.3 Leave will be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the Employer and the Employee.
- 40.4 By agreement between the Employer and Employee, a part-time Employee or an Employee whose hours have changed from part-time to full-time may take their long service leave entitlement as a reduced period of full-time equivalent time off. Such agreement shall not be unreasonably withheld by the Employer.
- 40.5 Long service leave may be taken in single day periods.
- 40.6 Long service leave may be taken at half pay for double the period accrued or double pay for half the period accrued with the agreement of the Employer.

41. Parental Leave

- 41.1 Except as hereinafter provided, Employees will be entitled to parental leave in accordance with the provisions of the Act. Where there is an inconsistency between this Agreement and the Act, the provisions of the Act shall prevail. A summary of the entitlement is provided below.

Interpretation

- 41.2 In this Clause:

'adoption', in relation to a child, is a reference to a child who:

- (a) is not the child (otherwise than because of the adoption) of the Employee or the Employee's spouse;
- (b) is less than 16 years of age; and
- (c) has not lived continuously with the Employee for six (6) months or longer;

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

- (a) any period of parental leave; and
- (b) any period of authorised leave or absence.

'expected date of birth' means the day certified by a medical practitioner to be the day on which the medical practitioner expects the Employee or the Employee's spouse, as the case may be, to give birth to a child;

'parental leave' means leave provided for by *subclause 41.3* of this clause;

'spouse' includes a de facto partner.

Entitlement to Parental Leave

- 41.3

- (a) Subject to this subclause and to *subclauses 41.4* and *41.5* hereof, an Employee is entitled to take up to 52 consecutive weeks of unpaid leave in respect of:
 - (i) the birth of a child to the Employee or the Employee's spouse; or
 - (ii) the placement of a child with the Employee with a view to the adoption of the child by the Employee; or
 - (iii) the Employee has or will have responsibility for the care of the child; or

- (iv) the stillbirth of a child to the Employee or the Employee's spouse; or
- (v) death of their child.

(b) An Employee is not entitled to take parental leave unless they:

- (i) has, before the expected date of birth or placement, completed at least 12 months' continuous service with the Employer;
- (vi) has given the Employer at least 10 weeks' written notice of their intention to take the leave or four (4) weeks in the event of concurrent leave that is to be taken in separate periods and is not the first of those periods. Provided that if it is not practicable to do so, then as soon as practicable which may be a time after the leave has started; and
- (vii) has notified the Employer of the dates on which he they wish to start and finish the leave.
- (viii) In the case a casual Employee:
 - a. Has been employed on a regular and systematic basis for at least 12 months; and
 - b. Would have a reasonable expectation of continuing doing so if not for the birth or adoption of a child.

41.4 An Employee will not be in breach of this clause as a consequence of failure to give the required notice if such failure is occasioned by the confinement or adoption placement occurring earlier than the expected date.

Flexible unpaid parental leave

41.5 Employees can take up to one hundred (100) days of their unpaid parental leave flexibly at any time within 24 months of a child's birth or adoption.

41.6 Flexible unpaid parental leave can be taken as:

- (a) a single continuous period of one day or longer; or
- (b) separate periods of one day or longer each.

Concurrent Leave

41.7 An Employee is entitled to take parental leave at the same time as the Employee's spouse, up to a period of twelve (12) months. Provided that the concurrent leave is taken within twenty-four (24) months of their child's birth or placement.

41.8 Concurrent leave may be taken by an Employee for part or all of their period of leave.

41.9 Concurrent leave must not start before the date of birth of the child if the leave is birth-related leave, or the day of placement of the child if the leave is adopted-related leave unless otherwise agreed by the Employer.

41.10 The entitlement to parental leave is reduced by any period of parental leave taken by the Employee's spouse in relation to the same child.

Certification

41.11 (a) An Employee who has given notice of their intention to take parental leave, other than for adoption, is to provide to the Employer a certificate from a medical practitioner stating that the Employee or the Employee's spouse, as the case may be, is pregnant and the expected date of birth.

(b) An Employee who has given notice of their intention to take parental leave for adoption, is to provide to the Employer:

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

Transfer to a Safe Job

- 41.12 (a) Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue in their present position during a stated period (the risk period), the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment, and the Employee will be paid for the safe job at the Employee's full rate of pay (for the position they were in before the transfer) for the hours that they work in the risk period.
- (b) If the transfer to a safe job is not practicable, the Employee shall be entitled to 'no safe job leave' where the Employer shall pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work during the risk period, but the Employer may require further medical certificates to be provided in accordance with the provisions of the Act. Provided that 'no safe job leave' will cease when parental leave commences.

When Leave Must Commence

- 41.13 (a) A pregnant Employee who has given notice of their intention to take parental leave, other than for an adoption, is to start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the Employee is fit to work.
- (b) If the leave is birth-related leave but *subclause 41.13 (a)* does not apply, the period of leave must start on the date of birth of the child.
- (c) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

Provided that leave may start at any time within twenty four (24) months after the date of birth or day of placement of the child.

Right to Request Variation of Period of Parental Leave

- 41.14 (a) Provided the aggregate of any leave does not exceed the period to which the Employee is entitled under *subclause 41.3* hereof:
- (i) the period of parental leave may be lengthened once only by the Employee giving the Employer written notice of the proposed extension at least four (4) weeks before the end date of the original leave period;
 - (ii) the period may be further lengthened only by agreement between the Employee and the Employer.
- (b) The period of parental leave may, with the consent of the Employer, be shortened by the Employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.
- (c) Notwithstanding provisions in *subclause 41.3*, an Employee may seek an extension of parental leave from 12 months to 24 months. Such a request shall be in writing and may not be unreasonably refused.

Cancellation of Paid Parental Leave

- 41.15 (a) Paid Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of the Employee or the Employee's spouse terminates other than by the birth of a living child.

Special Maternity Leave and Sick Leave

- 41.16 (a) A pregnant Employee is entitled to a period of unpaid special maternity leave if they are not fit for work during that period because the Employee:
- (i) has a pregnancy-related illness; or

- (ii) has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (b) If an Employee has an entitlement to paid sick leave they may take that leave instead of taking unpaid special maternity leave under this subclause.
- (c) The above period of leave shall be supported by a certificate from a duly qualified medical practitioner.
- (d) Special Maternity Leave (including paid sick leave accessed in accordance with this subclause) does not reduce the amount of unpaid parental leave available to an Employee.
- (e) An Employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which they held immediately before proceeding on such leave or, in the case of an Employee who was transferred to a safe job pursuant to *subclause 41.12* to the position they held immediately before such transfer.
- (f) Where such position no longer exists but there are other positions available, for which the Employee is qualified and the duties of which they are capable of performing, they shall be entitled to a position as nearly comparable in status and wage to that of their former position.

Special Parental Leave for Adoption Purposes

41.17 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

Parental Leave and Other Leave Entitlements

- 41.18
- (a) An Employee may take any annual leave, long service leave, accrued time off or time off in lieu to which they are then entitled, in lieu of or in conjunction with parental leave, provided that it does not extend the period to which the Employee is entitled under *subclause 41.3* hereof.
 - (b) Paid authorised absences other than those referred to in *subclause 41.18(a)* above shall not be available to an Employee during their absence on parental leave.
 - (c) Employees in excess of six (6) weeks annual leave and/or additional annual leave, but not personal leave, at commencement of parental leave will be required to:
 - (i) take leave prior to going on unpaid paid parental leave; or
 - (ii) request the hours above six (6) weeks to be paid out

Paid Parental Leave

41.19 An Employee shall be entitled to paid parental leave in accordance with this clause subject to:

- (a) Meeting the requirements for parental leave as specified in *subclause 41.3*.
- (b) Other than the leave referred to in *subclause 41.18(c)(ii)*, the period of paid parental leave shall coincide with a period of parental leave.
- (c) The entitlement to paid parental leave shall be:
 - (iii) 14 week's paid parental leave for the primary carer, which may be taken at half pay over 28 weeks, or
 - (iv) One (1) week's paid leave in the case of leave taken by the spouse as concurrent leave.
- (d) The rate of pay for parental leave shall be based on the Employee's ordinary rate of pay prior to proceeding on leave.

- (e) The period of paid parental leave is reduced by any period of paid parental leave taken by the Employee's spouse in relation to the same child, except the period of one week's leave referred to in *subclause 41.18(c)(ii)* hereof.
- (f) Paid parental leave must be taken in accordance with *subclause 41.13*, or consecutive with any period of paid parental leave taken by the Employee's spouse.
- (g) An Employee must have worked continuously for at least six (6) months prior to the expected date of birth or adoption placement to be eligible for subsequent periods of paid parental leave. For six (6) months service 50% of the full entitlement will be payable and for each additional month of service completed, 1/12 of the full entitlement will be payable up to 12 months – being 100% entitlement.

Return to Work after Parental Leave

- 41.20
- (a) An Employee will confirm their intention of returning to work by notice in writing to the Employer given not less than four (4) weeks prior to the expiration of the period of parental leave.
 - (b) On finishing parental leave, an Employee is entitled to the position they held immediately before starting parental leave.
 - (c) If the position referred to in *subclause 41.20(b)* is not available, the Employee is entitled to an available position:
 - (i) for which the Employee is qualified; and
 - (ii) that the Employee is capable of performing, most comparable in status and pay to that of their former position.
 - (d) Where, immediately before starting parental leave, an Employee was acting in, or performing on a temporary basis the duties of, the position referred to in *subclause 41.20(b)*, that subsection applies only in respect of the position held by the Employee immediately before taking the acting or temporary position.
 - (e) Notwithstanding the provisions of this clause, an Employee may request to return to work on a part-time basis (or reduced part-time basis in the case of an existing part-time Employee) where the Employee is the parent, or has responsibility for the care of the child who is of school age or younger to enable the Employee to care for the child. Such a request may not be unreasonably refused.

Effect of Parental Leave on Employment

41.21 Absence on parental leave:

- (a) does not break the continuity of service of an Employee; and
- (b) is not to be taken into account when calculating the period of service for a purpose of this Agreement or a relevant contract of employment.

Termination of Employment

- 41.22
- (a) An Employee on parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.
 - (b) The Employer will not terminate the employment of an Employee on the grounds of pregnancy or absence on parental leave, but otherwise the rights of the Employer in relation to termination of employment are not hereby affected.

Replacements

- 41.23
- (a) A replacement is a person specifically engaged as a result of an Employee proceeding on parental leave.
 - (b) The Employer will, before engaging a replacement under this subclause, inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
 - (c) The Employer will, before engaging a person to replace an Employee temporarily promoted or transferred in order to replace an Employee exercising their rights under this clause, inform that person of the temporary nature of the promotion or transfer and of the rights of the Employee who is being replaced.

- (d) Provided that nothing in this subclause shall be construed as requiring the Employer to engage a replacement.

Casual Employment

- 41.24 (a) An Employee may elect to cease parental and adoption leave, subject to any mandatory period of absence, in order to return to employment with the Employer as a casual Employee for the duration of the period of absence that would otherwise have applied.
- (b) Provided that it is the Employee's responsibility to determine if working as a casual Employee during this period may affect other parental leave statutory entitlements.

Keeping in Touch Days

- 41.25 An Employee may access, subject to agreement by the Employer, up to 10 keeping in touch days during the period of parental leave in accordance with the provisions of section 79A of the Act.

42. Compassionate Leave

- 42.1 An Employee is entitled to up to two (2) days of paid compassionate leave:

- (a) for the purpose of spending time with a person who:
 - (i) is a family member; and
 - (ii) has a personal illness, or injury, that poses a serious threat to their life; and/or
- (b) on the death of a family member or any other person who immediately before that person's death lived with the Employee as a family member.
- (c) If a child who would have been part of the Employee's family or household, is still born.
- (d) If an Employee, or the Employee's current spouse or de facto partner, has a miscarriage.

- 42.2 For the purposes of this clause, "family member" means a member of the Employee's immediate family or a member of the Employee's household as defined in the Act.

- 42.3 Employees entitled to a period of compassionate leave are entitled, for any particular occasion, to take the leave as:

- (a) a single, unbroken period of up to two (2) days; or
- (b) two (2) separate periods of one (1) day each; or
- (c) any separate periods to which the Employee and the Employer agree.

- 42.4 Employees are entitled to compassionate leave without loss of ordinary time earnings.

- 42.5 Payment for such leave shall be subject to the Employee providing evidence of the illness, injury or death.

- 42.6 The Employer will make every endeavour to grant an Employee's request for paid accrued leave and unpaid leave of absence resulting from the Employee's need to take additional time off in conjunction with compassionate leave.

- 42.7 Compassionate leave is not to be taken where the Employee is not deemed to be rostered on duty.

43. Jury Service

- 43.1 Employees summoned for jury service and giving prior advice to their manager will be granted paid leave subject to the procedures set out herein.

- 43.2 Employees requesting time off for jury service must notify their manager on receipt of notice to attend.

43.3 Application for leave of absence for jury service must be made on the standard Application for Leave form with a copy of the notice to attend attached.

43.4 On presentation of proof of appearance payment of wages will be made at the ordinary time through the pay roll system.

43.5 The Employer will claim reimbursement from the Court.

44. Study and Development Leave

44.1 The Employer is committed to the ongoing professional development of Employees.

44.2 Subject to organisational requirements and service capacity an Employee may be given approval by the Employer to access up to five (5) days paid professional development leave per year non-cumulative.

44.3 The leave can be in the form of study leave, conference leave and/or professional development. This leave when approved can include development programs provided by the Employer. All professional development leave must be taken in accordance with policy, with application made on a required form, and is subject to approval of the Employer.

44.4 In determining whether to give approval for the leave the Employer will give consideration to the relevance of the program and/or study subject to the Employee's position.

45. Time Off Without Pay

45.1 Time off without pay for whatever purpose may be granted by agreement between the Employer and the Employee. In any such case the number of ordinary hours guaranteed to the Employee will be reduced accordingly for the relevant period.

45.2 Where a public holiday occurs during any approved leave without pay, payment for such public holiday will not be paid.

46. Right to Disconnect

46.1 An Employee has the right to disconnect from work in accordance with the Act and any policy that may be promulgated from time to time by the Employer, which shall not be inconsistent with the Act.

PART G – MISCELLANEOUS

47. Confidentiality

47.1 Information relating to the Employer or its facilities, its customers/patients or activities may not be released or divulged by the Employee to a third party other than in the proper performance of the Employee's obligations under this Agreement or relevant Act and the Employee's right to seek advice or representation from the Union or other representatives. An Employee may not knowingly make unauthorised access to patient or organisational records or information.

48. HSUWA Induction

48.1 HSUWA and the Employer agree to have a positive relationship.

48.2 The HSUWA and the Employer agree that an opportunity will be provided for the HSUWA to attend inductions for new employees. The HSUWA will be allotted up to 30 minutes to speak with Employees in respect of educating employees about their rights. The Employer will provide the HSUWA with a schedule for the inductions at least 30 days prior to the schedule commencing.

48.3 The HSUWA may request the attendance of one (1) Workplace Delegate to speak at the induction at least 21 days prior to the induction. The Workplace Delegate will be paid ordinary time up to 30 minutes for their attendance at the induction. Travel Time will not be paid.

48.4 The Employer will, subject to operational requirements, endeavour to release the nominated Workplace Delegate from their work to enable them to attend.

48.5 The Employer may request to be present when the HSUWA speak at Inductions.

48.6 Neither the HSUWA and their delegates nor the Employer will make any disparaging remarks about the other, or the Employees.

49. Union Delegates

49.1 This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

49.2 NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with *clause 48*.

49.3 In *clause 49.1*:

(a) **employer** means the employer of the workplace delegate;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

49.4 Before exercising entitlements under *clause 49* a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

49.5 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

49.6 Right of representation

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

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

49.7 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under *clause 49.5*. This includes discussing membership of the delegate's organisation and representation with eligible employees. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

49.8 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

- (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 49.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

49.9 Entitlement to reasonable access to training

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

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

49.10 Exercise of entitlements under *clause 49*

- (a) A workplace delegate's entitlements under *clause 49* are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the policies and procedures of the employer, including codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) *Clause 49* does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) *Clause 49* does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or

- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or *clause 49*.

50 Time and Wages Record

50.1 Records concerning an Employee's employment with the Employer will be kept and maintained in accordance with the Act and associated regulations.

51 Stand Down

51.1 The Employer may stand down an Employee during a period in which the Employee cannot be usefully employed because of a limited number of circumstances including:

- (a) A breakdown of machinery or equipment, if the Employer has ensured all reasonably possible upkeep and maintenance has been completed.
- (b) A stoppage of work, or significant reduction of work volume for any cause for which the Employer cannot be held responsible and in no way has contributed to.
- (c) This stand down clause cannot be used for the normal fluctuations of business and cannot be used to stand down partial teams or individuals.

51.2 If an Employer stands down an Employee, then the Employer is not required to make payment to the Employee for that period. Employees who have been stood down will have the option of: The Employees' decision will be by agreement and in writing.

- (a) Being redeployed to another part of the business, provided they have the required skills.
- (b) Utilising accrued Annual Leave and Long Service Leave entitlements to supplement their wages.
- (c) Taking accrued Annual Leave and Long Service Leave to replace all or part of their wages.
- (d) Changing their hours and location of work.

51.3 Where a stand down direction is required, the Employer must provide three (3) weekday's written notice from the CEO (or equivalent) and is required to consult with the Employee in line with the major change provisions as per *Clause 7* of the Agreement.

52 Workload Management

52.1 The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement.

52.2 An Employee will not be required to carry out any duties that are inconsistent with the Employer's responsibility to provide a safe and healthy work environment.

52.3 Where an Employee has an issue with regards to their work environment and associated workload, and that workload is above what is reasonable, where reasonable is defined as the nationally benchmarked productivity department target, they shall raise this issue with their supervisor/manager. If the issue is unable to be resolved, *Clause 11 - Dispute Settlement Procedures* will be utilised.

52.4 Employees are encouraged to access accrued leave entitlements on a regular basis so as to minimise the effects of working in a busy environment.

53 Signatories

Signed for and on behalf of **Clinical Laboratories WA**



Shae Maree Seymour
WA Chief Executive Officer
23 Walters Drive
OSBORNE PARK WA 6017

In the presence of:



Marcus Beh

Date: 13/11/2024

Signed for and on behalf of the **Health Services Union**

Naomi McCrae
Secretary (WA),
Health Services Union
8 Coolgardie Terrace
PERTH WA 6000



In the presence of:



Stephanie Smith

Date: 13/11/2024

Signed by **Bridget Seaman**



Independent Bargaining Representative

Capacity

c/o Post Office South Perth WA 6151

Address

In the presence of:



Marie Heath

Date: 13th November 2024

SCHEDULE A – WAGES

(1) This schedule prescribes the base rate payable to Employees covered by this Agreement as follows:

- Column A: Current Classification and Increment Levels (Effective 1 July 2024)
- Column B: Current rates of pay (Effective 1 July 2024).
- Column C: New Classification applicable upon approval from the Fair Work Commission.
- Column D: Rate applicable from the first full pay period commencing on or after the commencement of the Agreement.
- Column E: Rate applicable from the first full pay period commencing on or after 1 July 2025.
- Column F: Rate applicable from the first full pay period commencing on or after 1 July 2026.
- Column G: Classification criteria and descriptor.

- (2) It is the intention of this Agreement that the minimum wage rates for Employee classifications contained in Table A will be at least equivalent to the relevant rates under the Award.
- (3) Movement between classification levels will be as per the classification criteria and descriptor specified in **Column G**.
- (4) Movement between classification levels by appointment at the sole and absolute discretion of the employer will be subject to a vacancy and the Employer's Recruitment and Selection Policy.
- (5) No Employee, who at the date of this Agreement was in receipt of a rate of wage higher than that prescribed herein for their classification of work, shall have that rate reduced by the operation of this Agreement.

Table A

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Current Classification 1 July 2024	Current Rates 1 July 24	New Classification	Year 1 Rate 2024	Year 2 Rate 2025	Year 3 Rate 2026	Classification Criteria & Descriptors
Courier / Warehouse						
Medical Courier/Stores Inc 1	\$25.86	Couriers / Warehouse - Level 1	\$26.38	\$27.17	\$27.85	Entry Level Up to 1 years' continuous service with the employer; or recognition of prior experience as a Courier/Warehouse Staff equivalent up to 1 year
Medical Courier/Stores Inc 2	\$25.86	Couriers / Warehouse - Level 2	\$26.64	\$27.44	\$28.13	1 to 3 years' continuous service with the employer; or recognition of prior experience as a Courier/Warehouse Staff equivalent between 1 to 3 years'
Medical Courier/Stores Inc 3	\$25.86	Couriers / Warehouse - Level 3	\$26.91	\$27.71	\$28.41	3+ years' continuous service with the employer; or recognition of prior experience as a Courier/Warehouse Staff equivalent to 3+ years'
Medical Courier/Stores Supervisor	\$30.63	N/A				N/A
Pathology Collector						
Phlebotomist, Regional Phlebotomist, Collectors Inc 1	\$27.17	Pathology Collector - Level 1	\$27.72	\$28.56	\$29.27	Entry Level Certificate III or studying a Certificate III with equivalent industry experience recognised at the discretion of the employer; and Up to 2 years' continuous service with the employer
Phlebotomist, Regional Phlebotomist, Collectors Inc 2	\$27.17					
Phlebotomist, Regional Phlebotomist, Collectors Inc 3	\$27.17	Pathology Collector - Level 2	\$28.11	\$28.95	\$29.67	Collection Centre based Pathology Collector with 2 to 5 years' continuous service with the employer; or recognition of prior experience as a Pathology Collector equivalent to between 2 to 5 years; or Hospital based Pathology Collector Role: Assessed as competent to work in hospital wards and up to 3 years' continuous service with the employer in Hospital environment; or By appointment at the discretion of the employer and subject to a vacancy
Phlebotomist, Regional Phlebotomist, Collectors Inc 4	\$27.17					
Phlebotomist, Regional Phlebotomist, Collectors Inc 5	\$27.17					
Phlebotomist, Regional Phlebotomist, Collectors Inc 6	\$28.02	Pathology Collector - Level 3	\$29.14	\$30.01	\$30.76	Collection Centre based Pathology Collector with 5+ years' continuous service with the employer; or recognition of prior experience as a Pathology Collector equivalent to 5+ years'; or Hospital based Pathology Collector Role: Assessed as competent to work in hospital wards and with 3+ years' continuous service with the employer in Hospital environment; or By appointment at the discretion of the employer and subject to a vacancy

N/A	N/A	Pathology Collector - Level 4	\$30.01	\$30.91	\$31.68	<p>By appointment only at discretion of the employer and subject to an approved vacancy and meets the requirements of Levels 1 -3; and:</p> <ul style="list-style-type: none"> I. Demonstrates advanced technical skills across a wide range of Pathology specimen collections – including but not limited to Neonate, Paediatric, Cannulation, Cardiac Testing, Domiciliary and the range of Drug and Alcohol Screening (DAS) tests. II. Is responsible for work performed with a substantial level of accountability and responsibility measured by but not limited to Zero recollects attributed to collector error for the past 5 years’. III. Requires comprehensive computer knowledge including being proficient in the use Microsoft suite program and ACL specific computer applications. IV. Possesses well developed communication, interpersonal and/or arithmetic skill resulting in a high standard of customer service (internal and external) measured by but not limited to online feedback through Resonate V. May require additional formal qualifications or advanced certificates.
Phlebotomist Advanced Inc 1	\$29.19	Pathology Collector - Advanced	\$30.95	\$31.87	\$32.67	By appointment only at the discretion of the employer and subject to an approved vacancy
Assistant Area Manager						
Assistant Area Manager Grade 1	\$34.83	Assistant Area Manager - Level 1	\$35.58	\$36.65	\$37.57	By appointment at the discretion of the employer and subject to an approved vacancy
Assistant Area Manager Grade 2	\$36.07	Assistant Area Manager - Level 2	\$36.85	\$37.95	\$38.90	By appointment at the discretion of the employer and subject to an approved vacancy
Administrative Support Officers						
Administrative Support Officer Inc 1	\$26.85	Admin Support - Level 1	\$27.43	\$28.26	\$28.96	Entry Level Up to 1 years' continuous service with the employer; or recognition of prior experience as Admin Support equivalent up to 1 year
Administrative Support Officer Inc 2	\$26.85					
Administrative Support Officer Inc 3	\$26.85	Admin Support - Level 2	\$29.03	\$29.90	\$30.64	1 to 5 years' continuous service with the employer; or recognition of prior experience as Admin Support equivalent between 2 to 5 Years
Administrative Support Officer Inc 4	\$27.20					
Administrative Support Officer Inc 5	\$27.91					
Administrative Support Officer Inc 6	\$28.73	Admin Support - Level 3	\$31.34	\$32.28	\$33.08	5+ years' continuous service with the employer; or recognition of prior experience as Admin Support equivalent to 5+ years
Administrative Support Officer Inc 7	\$29.30					
Administrative Support Officer Inc 8	\$30.13					

Administrative Support Officer – Supervisor	\$32.09		N/A			N/A
Laboratory Assistants						
Laboratory Assistance Inc 1	\$25.86	Laboratory Assistants - Level 1	\$26.38	\$27.17	\$27.85	Entry Level Up to 1 years' continuous service with the employer; or recognition of prior experience as a Laboratory Assistant equivalent up to 1 year
Laboratory Assistance Inc 2	\$25.86					
Laboratory Assistance Inc 3	\$26.85	Laboratory Assistants - Level 2	\$27.43	\$28.26	\$28.96	1 to 5 years' continuous service with the employer; or recognition of prior experience as a Laboratory Assistant equivalent between 1 to 5 years'; or By appointment at discretion of the employer and subject to an approved vacancy
Laboratory Assistance Inc 4	\$26.85					
Laboratory Assistance Inc 5	\$26.85					
Laboratory Assistance Inc 6	\$27.35	Laboratory Assistants - Level 3	\$28.45	\$29.30	\$30.03	5+ years' continuous service with the employer; or recognition of prior experience as a Laboratory Assistant equivalent to 5+ years'; or By appointment at the discretion of the employer and subject to an approved vacancy
Laboratory Technician						
Laboratory Technician Diploma Inc 1	\$29.60	Laboratory Technician - Level 1	\$30.24	\$31.15	\$31.93	Entry Level Up to 2 years' continuous service with the employer; or recognition of prior experience as a Laboratory Technician equivalent up to 2 years'
Laboratory Technician Diploma Inc 2	\$29.60					
Laboratory Technician Diploma Inc 3	\$29.60	Laboratory Technician - Level 2	\$30.85	\$31.77	\$32.57	2 to 5 years' continuous service with the employer; or recognition of prior experience as a Laboratory Technician equivalent between 2 to 5 years' or By appointment at the discretion of the employer and subject to an approved vacancy
Laboratory Technician Diploma Inc 4	\$29.60					
Laboratory Technician Diploma Inc 5	\$29.60					
Laboratory Technician Diploma Inc 6	\$29.60	Laboratory Technician - Level 3	\$32.39	\$33.36	\$34.19	5 to 8 years' continuous service with the employer; or recognition of prior experience as a Laboratory Technician equivalent between 5 to 8 years'; or
Laboratory Technician Diploma Inc 7	\$29.68					

Laboratory Technician Diploma Inc 8	\$30.46					By appointment at the discretion of the employer and subject to an approved vacancy
Laboratory Technician Diploma Inc 9	\$32.25					
Laboratory Technician Diploma Inc 9	\$32.25	Laboratory Technician - Level 4	\$33.54	\$34.55	\$35.41	8+ years' continuous service with the employer; or recognition of prior experience as a Laboratory Technician equivalent to 8+ years'; or By appointment at the discretion of the employer and subject to an approved vacancy
Laboratory Technician Supervisor						
Laboratory Technician Supervisor Inc 1	\$33.58	Laboratory Technician Supervisor - Level 1	\$36.19	\$37.27	\$38.20	By appointment at the discretion of the employer and subject to an approved vacancy
Laboratory Technician Supervisor Inc 2	\$34.93	Laboratory Technician Supervisor - Level 2	\$37.02	\$38.13	\$39.09	By appointment at the discretion of the employer and subject to an approved vacancy
Medical Scientists						
Medical Scientist Degree Inc 1	\$30.91	Medical Scientists - Level 1	\$33.04	\$34.03	\$34.88	Entry Level Up to 1 years' continuous service with the employer; or recognition of prior experience as a Medical Scientist equivalent up to 1 year
Medical Scientist Degree Inc 2	\$31.53					
Medical Scientist Degree Inc 3	\$36.26	Medical Scientists - Level 2	\$39.81	\$41.00	\$42.02	1 to 5 years' continuous service with the employer; or recognition of prior experience as a Medical Scientist equivalent between 1 to 5 years' ; or By appointment at the discretion of the employer and subject to an approved vacancy
Medical Scientist Degree Inc 4	\$37.58					
Medical Scientist Degree Inc 5	\$39.02					
Medical Scientist Degree Inc 6	\$40.57	Medical Scientists - Level 3	\$42.40	\$43.67	\$44.76	5 to 7 years' continuous service with the employer; or recognition of prior experience as a Medical Scientist equivalent between 5 to 7 years'; or By appointment at the discretion of the employer and subject to an approved vacancy
Medical Scientist Degree Inc 7	\$40.57					
Medical Scientist Degree Inc 8	\$41.77	Medical Scientists - Level 4	\$43.44	\$44.74	\$45.86	7+ years' continuous service with the employer; or recognition of prior experience as a Medical Scientist equivalent to 7+ years'; or By appointment at the discretion of the employer and subject to an approved vacancy
Senior Scientist Inc 1	\$43.30	Medical Scientists - Senior Scientist	\$48.50	\$49.96	\$51.20	By appointment at the discretion of the employer and subject to an approved vacancy
Senior Scientist Inc 2	\$44.45					
Regional Scientist-in-Charge, Scientist-in-Charge Inc 1	\$44.87	Medical Scientists - Scientist in Charge	\$52.31	\$53.88	\$55.23	By appointment at the discretion of the employer and subject to an approved vacancy

Regional Scientist-in-Charge, Scientist-in-Charge Inc 2	\$46.43					
Regional Scientist-in-Charge, Scientist-in-Charge Inc 3	\$48.36					
Regional Scientist-in-Charge, Scientist-in-Charge Inc 4	\$50.30					
Hospital Medical Scientists						
N/A	N/A	Hospital Medical Scientists - Level 1	\$39.38	\$40.56	\$41.58	Entry Level Up to 1 years' continuous service with the employer; or recognition of prior experience up to 1 year as a Multidisciplinary Medical Scientist inclusive of performing Transfusion Testing based in a Hospital Laboratory
N/A	N/A	Hospital Medical Scientists - Level 2	\$41.26	\$42.50	\$43.56	1 to 3 years' continuous service with the employer; or recognition of prior experience 1 to 3 years' as a Multidisciplinary Medical Scientist inclusive of performing Transfusion Testing based in a Hospital Laboratory; or By appointment at the discretion of the employer and subject to an approved vacancy
N/A	N/A	Hospital Medical Scientists - Level 3	\$45.07	\$46.42	\$47.58	3 to 8 years' continuous service with the employer; or recognition of prior experience 3 to 8 years' as a Multidisciplinary Medical Scientist inclusive of performing Transfusion Testing based in a Hospital Laboratory; or By appointment at the discretion of the employer and subject to an approved vacancy
N/A	N/A	Hospital Medical Scientists - Level 4	\$45.81	\$47.18	\$48.36	8+ years' continuous service with the employer; or recognition of prior experience 8+ years' as a Multidisciplinary Medical Scientist inclusive of performing Transfusion Testing based in a Hospital Laboratory; or By appointment at the discretion of the employer and subject to an approved vacancy
Hospital Laboratory Assistants						
N/A	N/A	Hospital Laboratory Assistants - Level 1	\$26.38	\$27.17	\$27.85	Entry Level Up to 2 years' continuous service with the employer; or recognition of prior experience as a Hospital based Multidisciplinary Laboratory Assistant equivalent up to 2 years'

N/A	N/A	Hospital Laboratory Assistants - Level 2	\$27.96	\$28.80	\$29.52	2 to 5 years' continuous service with the employer; or recognition of prior experience as a Hospital based Multidisciplinary Laboratory Assistant equivalent between 2 to 5 years'; or By appointment at the discretion of the employer and subject to an approved vacancy
N/A	N/A	Hospital Laboratory Assistants - Level 3	\$29.08	\$29.95	\$30.70	5+ years' continuous service with the employer; or recognition of prior experience as a Hospital based Multidisciplinary Laboratory Assistant equivalent to 5+ years'; or By appointment at the discretion of the employer and subject to an approved vacancy
Medical Scientists (Cytology)						
N/A	N/A	Medical Scientists (Cytology) - Level 1	\$33.04	\$34.03	\$34.88	Entry Level Up to 1 Year continuous service with the employer; or recognition of prior experience as a Cytology Scientist equivalent up to 1 Year
N/A	N/A	Medical Scientists (Cytology) - Level 2	\$39.81	\$41.00	\$42.02	Cytology Scientist with 1 to 5 years' continuous service with the employer; or recognition of prior experience as a Cytology Scientist equivalent between 1 to 5 years; and Pass Australia Cytology Society (Gynae) Exam; and Introduction to Sputums/unncs; and Less Complex Non-Gynae (CYT) Panel Cases; and Screening Independently Gynae; or By appointment at the discretion of the employer and subject to an approved vacancy
N/A	N/A	Medical Scientists (Cytology) - Level 3	\$47.12	\$48.53	\$49.75	Cytology Scientist with 5+ years continuous service with the employer; or recognition of prior experience as a Cytology Scientist equivalent to 5+ years'; and Complex Non-Gynae (FNA); and Introduction to FNA Procedures; and Introduction and Training to EBUS/EUS Rose; or By appointment at the discretion of the employer and subject to an approved vacancy

SCHEDULE B – SUPPORTED WAGE SYSTEM

Workers eligible for a supported wage

- (1) This clause defines the conditions which will apply to workers who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

Interpretation

“**Supported Wage System**” means the Australian Government System to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in “Supported Wage System: Guidelines and Assessment Process”.

“**Accredited Assessor**” means a person accredited by the management unit established by the Australian Government under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.

“**Disability Support Pension**” means the Australian Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

“**Assessment Instrument**” means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility criteria

- (2) Workers covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the worker is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (3) The clause does not apply to any existing worker who has a claim against the Employer which is subject to the provisions of workers’ compensation legislation or any provision of this Agreement relating to the rehabilitation of workers who are injured in the course of their current employment.
- (4) The Agreement does not apply to Employers in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are receiving or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s10 or under s12A of the Act, or if a part only has received recognition, that part.

Supported wage rates

- (5) Workers to whom this clause applies shall be paid a percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing commensurate with their assessed capacity. That is, where their capacity is assessed at 70%, they shall be paid at 70% of the applicable rate. Provided that the minimum amount payable must be not less than the rate prescribed in the Award. At the time of making this Agreement, the rate is \$102 per week.
- (6) Where a person’s assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

Assessment of capacity

- (7) For the purpose of establishing the percentage of the Agreement rate to be paid to a worker under this Agreement, the productive capacity of the worker will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
 - (a) the Employer and a union party to the Agreement, in consultation with the worker or, if desired by any of these; or
 - (b) the Employer and an accredited Assessor from a panel agreed by the parties to the Agreement and the worker.

Lodgement of assessment instrument

- (8) All assessment instruments under the conditions of this clause, wage to be paid to the worker, shall be lodged by the Employer with the Registrar of the Industrial Relations Commission.

All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

Review of assessment

- (9) The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other terms and conditions of employment

- (10) Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Workers covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro-rata basis.

Workplace adjustment

- (11) An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the worker's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial period

- (12) In order for an adequate assessment of the worker's capacity to be made, an Employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (13) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (14) The minimum amount payable to the worker during the trial period shall be no less than \$106 per week. Adjusted in line with the rate provided for under the Award and as updated from time to time.
- (15) Work trials should include induction or training as appropriate to the job being trialled.
- (16) Where the Employer and worker wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under *subclause (13)* hereof.

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/4492

Applicant:

Clinical Laboratories (WA) Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Shae Seymour, Chief Executive Officer – WA, have the authority given to me by Clinical Laboratories (WA) Pty Ltd to give the following undertakings with respect to the Clinical Laboratories (WA) HSUWA and Employee Enterprise Agreement 2024 ("the Agreement"):

1. Clause **3.21** of the Agreement (**Shift Worker Definition**) will be applied in a manner such that:
 - The definition of shift worker is limited to defining or describing an employee as a Shift Worker for the purposes of determining their entitlements to five weeks of paid annual leave under the National employment Standards.
 - "Shift worker" means an Employee who is ordinarily rostered to work ordinary hours on a Sunday and/or public holidays; and/or night shifts. In this respect the meaning of "ordinarily" is further qualified to be: Rostered to work one (1) Sunday every month; or 6 or more public holidays; or Regular night shift being one (1) or more nights per week.
2. Clause **8.6** of the Agreement (**Individual Flexibility Arrangement**) will be applied in a manner such that:
 - The flexibility term is taken to provide (in addition to any other means of termination of the arrangement that the term provides) that the arrangement can be terminated:
 - by either the employee, or the employer, giving written notice of not more than 28 days; or
 - by the employee and the employer at any time if they agree, in writing, to the termination.

3. Clause **17.2 (e)** of the Agreement (**Notice of Termination by an Employee**) will be applied in a manner such that:
 - If an employee over the age of 18 years fails to give the Employer the required notice then the Employer may deduct from wages due to the Employee then the Employer an amount not exceeding 1 week's wages for the Employee.
4. Clause **18 (Abandonment of Employment)** will be applied in a manner such that:
 - the clause will not be applied by the Employer.
5. Clause **24.9** of the Agreement (**Call in**) will be applied in a manner such that:
 - An employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.
 - If, on the instructions of the Employer, an employee referred to does not receive 10 consecutive hours off duty, the Employee must be paid as follows:
 - for a full-time or part-time employee—at a rate of 200% of the minimum hourly rate applicable to their classification and pay point until being released from duty; and
 - for a casual employee—at a rate of 250% of the minimum hourly rate applicable to their classification and pay point until being released from duty.
6. Clause **28.2(b)** of the Agreement will be applied in such a manner that it will not be applied by the Employer.
7. Clause **28.5** of the Agreement (**Break Between shift**) will be applied in a manner such that:
 - An employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.
 - If, on the instructions of the Employer, an employee referred to does not receive 10 consecutive hours off duty, the Employee must be paid as follows:
 - for a full-time or part-time employee—at a rate of 200% of the minimum hourly rate applicable to their classification and pay point until being released from duty; and
 - for a casual employee—at a rate of 250% of the minimum hourly rate applicable to their classification and pay point until being released from duty.

8. Clause **28.6** of the Agreement will be applied in such a manner that if the Employee works split shifts in a 24-hour period, that result in the Employee working more than 10 hours in that 24-hour period then the employee will be entitled to overtime in accordance with clause 33.3 of the Agreement.
9. Clause **28.7** of the Agreement (**Part Time Hours of Work**) will be applied in a manner such that:
 - the subclause will not be applied by the Employer.
10. Clause **30.4** of the Agreement (**Paid tea Break**) will be applied in a manner such that:
 - Every employee will be entitled to a paid 10-minute tea break in each 4 hours worked at a time to be agreed between the employer and employee.
 - Subject to agreement between the employer and employee, such breaks may be taken as one 20-minute tea break.
 - Tea breaks will be counted as time worked.
11. Clause **32.6** of the Agreement (**Notification of absence**) will be applied in a manner such that:
 - The notice:
 - must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - must advise the employer of the period, or expected period, of the leave.

12. Clause **36.7** of the Agreement (**Termination**) will be applied in a manner such that:

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

13. Clause **36.11** of the Agreement (**Cash Out**) will be applied in a manner such that:

- An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- An agreement must state:
 - the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - the date on which the payment is to be made.
- An agreement must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 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.
- An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- The employer must keep a copy of any agreement as an employee record.

14. Clause **37.1** of the Agreement (**Personal Leave accrual**) will be applied in a manner such that:

- For each year of service with the Employer (other than periods of employment as a casual employee of the Employer), an employee is entitled to 10 days of paid personal/carer's leave.
- An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service (other than periods of employment as a casual employee of the employer) according to the employee's ordinary hours of work, and accumulates from year to year.

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

Signature  _____
Shae Seymour
WA Chief Executive Officer

Date 29 January 2025