



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Healius Pathology Pty Ltd T/A Western Diagnostic Pathology
(AG2024/4523)

WESTERN DIAGNOSTIC PATHOLOGY & HEALTH SERVICES UNION ENTERPRISE AGREEMENT 2024

Health and welfare services

DEPUTY PRESIDENT BOYCE

SYDNEY, 24 FEBRUARY 2025

Application for approval of the Western Diagnostic Pathology & Health Services Union Enterprise Agreement 2024 – enterprise agreement approved

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

NERR issue

[2] There was an issue raised by the Commission with the Employer regarding a discrepancy between the Agreement title set out in the Notice of Employee Representational Rights (**NERR**) provided to relevant employees, and the title of the Agreement filed with the Commission (as approved by relevant employees).¹ Having regard to the submissions of the Employer provided on 10 January 2025, I find that this issue constitutes a minor procedural and/or technical error. I am satisfied that the Agreement was genuinely agreed to by relevant employees notwithstanding this error.² I am also satisfied that the employees covered by the Agreement were not likely to have been disadvantaged by the error.

Amendments

[3] Typographical and/or cross-referencing errors at clauses 3 (definition of shiftworker), 12.2.7, 12.4.3, 27.13.3, and 18.6.1 of the Agreement (in the version approved by relevant

¹ Note the requirements of ss. 173 and 174 of the *Fair Work Act 2009*.

² See s.188(5) of the *Fair Work Act 2009* and *Huntsman Chemical Co Australia Pty Ltd T/A RMAX Rigid Cellular Plastics & Others* [2019] FWCFB 318.

employees) have been identified. On 20 February 2024, the Employer filed with Chambers a clean and corrected version of the Agreement (reflecting relevant amendments). I am satisfied that these corrections and amendments should be made to the Agreement, and that it is appropriate to do so. Pursuant to s.218A(2)(b)(i) of the Act, I approve and make these corrections and amendments.

Undertakings

[4] The Employer has provided written undertakings dated 19 February 2025. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I accept the undertakings and am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Health Professionals and Support Services Award 2020 (HPSS Award)*, and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisation(s)

[5] The Health Services Union (HSU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

Classification matching

[6] The HSU has raised various objections to the approval of the Agreement on the grounds that the Agreement does not pass the *better off overall test (BOOT)*. From a monetary perspective, I observe that the BOOT is conducted on the basis of a global analysis (i.e. as opposed to a line by line, pay rate by pay rate, or entitlement by entitlement, analysis).

[7] For the purposes of the BOOT, the terms and conditions set out under the Agreement have been compared to those set out in the HPSS Award. The Agreement displaces and does not incorporate the HPSS Award.³ Section 206 of the Act applies to the Agreement, such that:

“the base rate of pay payable to the employee under the agreement (the *agreement rate*) must not be less than the base rate of pay that would be payable to the employee under the modern award (the *award rate*) if the modern award applied to the employee.”

[8] Apart from the consideration and resolution of the matters set out below in paragraphs [9] to [14] of this decision, I am satisfied that all of the other BOOT objections made by the HSU⁴ have been resolved, including pursuant to the written undertakings dated 19 February 2025.

[9] The HSU contends that the Employer’s classification mapping between the HPSS Award and the Agreement is erroneous or incorrect for the following Agreement classifications:

- a) Scientists Grades 2.1 to 2.5 and 3.1 to 3.4;

³ Agreement, Clause 6.3.

⁴ See HSU Form F18; HSU Submissions dated 16 January 2025; Email from HSU (Mr Michael Lee, Lead Industrial Officer) to Chambers dated 10 February 2025, 12:07pm.

- b) Shift Scientists Grades 1 to Grade 5; and
- c) Multi-disciplinary Scientists Grades 1 to Grade 3.⁵

[10] Putting to one side rates of pay, the Agreement contains more beneficial terms than the HPSS Award (e.g. minimum recall for overtime, and weekend/shift penalties for full time and part time employees). In other words, if classifications under the Agreement are matched correctly to classifications under the HPSS Award, and the rates of pay for these classifications under the Agreement are equal to or better than those under the HPSS Award, employees will automatically be better off overall under the Agreement compared to the HPSS Award.

[11] In terms of rates of pay, even if the HSU's classification mapping in relation to Scientists Grades 2.1 to 2.5 and 3.1 to 3.4 be accepted, the rates of pay for those classifications (or Grades) under the Agreement still remain above HPSS Award rates of pay.⁶ Further, to the extent that the HSU's objection relates to pay point (or Grade) progression, the HSU has not answered the Employer's Submissions on the topic.⁷ I accept the contents of the Employer's Submissions on the issue of pay point (or Grade) progression for Scientists Grades 2.1 to 2.5 and 3.1 to 3.4,⁸ and concur that this issue does not ultimately result in relevant employees (in these Grades) to whom the Agreement applies being other than better off overall under the Agreement.

[12] In relation to the HSU's objections to the Employer's classification mapping of Shift Scientists Grades 1 to Grade 5, and Multi-disciplinary Scientists Grades 1 to Grade 3, the HSU submits:

“20. The [HSU] says that even if the [HSU'S] mapping of Grade 1 Shift Scientists to commence at Health Professional – Level 3 of the Award is not accepted by the Commission, that the [Employer's] mapping of Shift Scientists to commence for a Grade 1 Shift Scientist to Health Professional – Level 1 of the Award, is erroneous.

21. Shift Scientists at all increments, regardless of whether they are Grade 1 or Grade 5, are required to participate in routine and audit related quality activities, participate in training staff and maintain current scientific knowledge through professional development. These are all activities which align with at least the Health Professional – Level 2 definition under the Award (Health Professional and Support Services Award, Schedule A, clause A.2.2). This should be viewed in totality with the multidisciplinary work which is recognised at Health Professional – Level 3 of the Award (Health Professional and Support Services Award, Schedule A, clause A.2.3 (b)(iv)).

⁵ The parties have agreed for these HSU objections to be resolved on the papers: see Email from HSU (Mr Michael Lee, Lead Industrial Officer) to Chambers dated 18 February 2025, 2:27pm.

⁶ HSU Submissions, at [32]-[33]; Employer's Reply Submissions, at [9]-[10].

⁷ Employer's Reply Submissions, at [2]-[9]; Email from HSU (Mr Michael Lee, Lead Industrial Officer) to Chambers dated 18 February 2025, 2:27pm.

⁸ Employer's Submissions, at [8]-[14]; Employer's Reply Submissions, at [2]-[9].

22. The [HSU] relies on its submissions in paragraph 21 in relation to Multi-Disciplinary Scientists.”⁹

[13] The Employer makes the following submissions on the issue:

“15. **Shift Scientists** work in hospital laboratories, performing multi-disciplinary work. In practice, they are Grade 1 Scientists who are performing tests across multiple disciplines because they are working in a hospital laboratory, including being on call and rotating shift rosters. A Shift Scientist works under the supervision of a Laboratory Manager who manages budgets and other operational activities. The [Employer] does not agree that because multi-disciplinary work is referred to in Health Professional Level 3 in the Award that Shift Scientist must be mapped against Health Professional Level 3. Shift Scientists are not performing additional duties, are not practicing in isolation from other health professionals, are not responsible for feedback or appraisal of senior staff, and are not accountable for allocation and/or expenditure of resources of budgets. Nor are they responsible for the management of staff or a department or the laboratory. Although multidisciplinary work is recognised at Health Professional Level 3 in the Award, the [Employer] submits that the duties and responsibilities described in Level 3 are to be considered in totality.

16. A Shift Scientist Grade 1 does not require any prior experience and will be in a learning and development phase before progressing to a Shift Scientist Grade 2. A Shift Scientist Grade 1 will generally be a graduate. The equivalent classification in the Award is a Health Professional Level 1 who is regarded as entry level and in their initial years of experience. The [Employer] recognises that Shift Scientists perform multi-disciplinary work and maps a Grade 1 and Grade 2 to a Health Professional Level 1 Pay Point 3 and Pay Point 5 respectively. A Shift Scientist Grade 3 is mapped against a Health Professional Level 2 – Pay Point 2 as it is at that point a Shift Scientist is considered a more senior scientist. It is not a requirement that a Shift Scientist commence at Shift Scientist Grade 1. In accordance with Schedule 1 of the Agreement, the [Employer] can appoint an employee to a to a [sic] Shift Scientist Grade based on relevant industry experience (whether with the [Employer] or from another organisation).

17. **Multi-Disciplinary Scientists (MD Scientists)** perform similar work to Shift Scientists however are working in regional laboratories rather than hospitals. The mapping of MD Scientists is on the same basis as Shift Scientists and the [Employer] refers to and relies on its submissions in paragraphs 15 and 16 above for MD Scientists.”¹⁰

...

“11. In response to paragraphs 20 and 21 of the HSU Submission, the [Employer] says:

⁹ HSU Submissions, at [20]-[22]. See also HSU Form F18 (p.3 of 6), Item 7, paragraph [2].

¹⁰ Employer’s Submissions, at [15]-[17].

- (a) the classification of an employee at the Shift Scientist Grade 1 classification in the Agreement is by appointment (S1.7, Schedule 1 Agreement page 36);
- (b) a Shift Scientist Grade 1 in the Agreement requires “*no prior experience*” and is “*undergoing Shift Scientist onboarding*”;
- (c) the Shift Scientist Grade 1 is on objective analysis aligned with the HPL 1 classification in the Award – they are an “*entry level health professional and for initial years of experience*” (Clause A.21(a) of the Award), will work under the direct supervision of a Scientist Grade 3 and be undergoing on an onboarding process;
- (d) the only difference between a Shift Scientist Grade 1 and a Scientist Grade 1 in the Agreement is the location of work (a hospital laboratory) which means a Shift Scientist performs multi-disciplinary work, and is included on on-call and rotating shift rosters;
- (e) the Shift Scientist Grade 1 is not expected or required to work independently and exercise judgement on routine matters, contribute to the evaluation and analysis of guidelines, policies and procedures as those are the requirements of a HPL 2 as described at A2.2(a) and (b) of Schedule A to the Award;
- (f) the Shift Scientist Grade 1 is not expected or required to perform all (The HPL 3 classification performs all of those listed duties – see “and” at the end of A.2.3(b)(vi)) of the duties of a HPL 3 as described at A.2.3(b) of Schedule A to the Award;
- (g) a full time Shift Scientist Grade 1 will automatically progress to Shift Scientist Grade 2 on completion of 6 months continuous service working in a hospital laboratory;
- (h) the Shift Scientist Grade 2 on any objective analysis is aligned with the HPL 1 classification in the Award for the same reasons as a Shift Scientist Grade 1;
- (i) the Shift Scientists Grades 3 – 5 are required to work independently as a health professional and exercise judgement on routine matters;
- (j) the Shift Scientists Grades 3 – 5 is on objective analysis aligned with a HPL 2 classification in the Award – they are not expected or required to perform all of the duties of a HPL 3 as described at A.2.3(b) of Schedule A to the Award other than at paragraphs (iv) as they may be performing a number of disciplines, and do not train other staff (the HPL 3 classification performs all of those listed duties – see “and” at the end of A.2.3(b)(vi)).

12. As with the Shift Scientists, the principal purpose of a Multi-disciplinary Scientist Grade 1 and Grade 2 is to practice as an entry level health professional in a regional laboratory. A Multi-disciplinary Scientist Grade 1 and Grade 2 is in their initial years

of experience and meets the definition of a Health Professional Level 1, and not higher. The [Employer] refers to and relies on its submissions above for Shift Scientists and its 10 January Submissions on this issue.”¹¹

[14] In the face of the Employer’s detailed submissions, the HSU’s objections to the Employer’s classification mapping of Shift Scientists (Grades 1 to Grade 5) and Multi-disciplinary Scientists (Grades 1 to Grade 3) do not withstand scrutiny. For the reasons set out in the Employer’s submissions, I find that the classifications and grades for the Shift Scientists and the Multi-disciplinary Scientists under the Agreement have been correctly mapped by the Employer to the HPSS Award classifications and grades. In so finding, I also find that the Employer’s classification mapping of Shift Scientists (Grades 1 to Grade 5) and Multi-disciplinary Scientists (Grades 1 to Grade 3) does not ultimately result in such relevant employees to whom the Agreement applies being other than better off overall under the Agreement.

Conclusion

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

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

[17] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 March 2025. The nominal expiry date of the Agreement is 30 June 2027.



DEPUTY PRESIDENT

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¹¹ Employer’s Reply Submissions, at [11]-[12], and [18]. Note also HSU Submissions, at [32]-[33], and Employer’s Reply Submissions, at [18].

ANNEXURE A

IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) (FW Act)

Matter number:

AG2024/4523

Healius Pathology Pty Ltd t/as
Western Diagnostic Pathology
(Applicant)

Application:

Section 185 – Application for approval of a single
enterprise agreement, namely Western
Diagnostic Pathology & Health Services Union
Enterprise Agreement 2024 (Agreement)

Undertaking- Section 190

For and on behalf of Healius Pathology Pty Ltd t/as Western Diagnostic Pathology the
Applicant in this matter, I, Rodney Rudling:

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

Shift Work (Clause 23.2)

3. Sub-clause 23.2 of the Agreement shall be read on the basis that it includes the following immediately after paragraph (f) (and shall form part of that sub-clause):

“Scientist Grade 1

For an employee classified as a Scientist Grade 1.1 through 1.7 (all pay points), extra pay for ordinary hours worked outside the span of ordinary hours will be as follows:

- (a) *Between 1800 hours and 2100 hours Monday – Friday, an extra 17.5% of the base hourly rate*
- (b) *After 2100 hours and up to 2400 hours Monday – Friday, an extra 30% of the base hourly rate*
- (c) *After 2400 hours and up to 0600 hours Monday – Friday an extra 17.5% of the base hourly rate*

Other Scientist Grades

For an employee in a Scientist classification and working a shift in the following table, extra pay for ordinary hours worked outside the span of ordinary hours will be as follows:

(a) Between 1800 hours and 2100 hours Monday – Friday, an extra 17.5% of the base hourly rate

(b) After 2100 hours Monday – Friday, as outlined in the following table:

Classification	Monday – Friday Shift ending	Penalty on the base hourly rate
Scientist Grade 2.4	after 2100 and at or before 2200 hours	an extra 25%
Scientist Grade 2.5	after 2100 and at or before 2200 hours	an extra 40%
Scientist Grade 2.5	after 2200 and at or before 2300 hours	an extra 25%
Scientist Grade 2.6	after 2100 and at or before 2200 hours	an extra 50%
Scientist Grade 2.6	after 2200 and at or before 2300 hours	an extra 30%
Scientist Grade 2.6	after 2300 and at or before 2400 hours	an extra 20%
Scientist Grade 3.5	after 2100 and at or before 2200 hours	an extra 55%
Scientist Grade 3.5	after 2200 and at or before 2300 hours	an extra 31%
Scientist Grade 3.5	after 2300 and at or before 2400 hours	an extra 21%

(c) After 2400 hours and up to 0600 hours Monday – Friday an extra 17.5% of the base hourly rate.

The rates in the table above and as set out for Scientist Grade 1 do not impact or apply to Shift Scientists or Multi-Disciplinary Scientists.

Personal/Carers Leave (Clause 28.6)

4. Clause 28.6 of the Agreement shall be read on the basis that it includes the following (and shall form part of that clause):

“The Employer will only make a deduction from any termination pay owing to the employee for personal/carers leave taken in advance of it accruing in circumstances where the employee has authorised the deduction in writing.”

Casual Loading

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

S1.7 Scientist


6. At clause S1.7 in Schedule 1 of the Agreement, where the following sentence occurs:

*"An employee **may** be appointed by the Employer to a higher pay point in this Grade based on relevant industry experience, or shall progress based on the following:"*

that sentence shall be read and applied as follows;

*"An employee **will** be appointed by the Employer to a higher pay point in this Grade based on relevant industry experience, or shall progress based on the following:"*

For clarity, this means the word "may" is replaced with the word "will" in this sentence where it occurs in clause S1.7 of Schedule 1.

Date signed:	19/02/2024	
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Rodney Rudling	
Signature:		

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.

1. Agreement Title

This Agreement will be known as the *Western Diagnostic Pathology & Health Services Union Enterprise Agreement 2024*.

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Part 1 - Operation and Application

3. Definitions

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

"Agreement" means the *Western Diagnostic Pathology Health Services Union Enterprise Agreement 2021*.

"Award" means the *Health Professionals and Support Services Award 2020*

"Company" means Healius Pathology Pty Ltd (ABN 84 007 190 043) trading as Western Diagnostic Pathology .

"Continuous Service" means service as defined in section 22 of the Act.

"Employee/s" means persons employed by the Employer in the classifications contained in Schedule 1 of this Agreement – see clause 5.1.

"Employer" means Healius Pathology Pty Ltd (ABN 84 007 190 043) trading as Western Diagnostic Pathology – see clause 5.1 .

"FWC" means the Fair Work Commission.

"Immediate Family" means a spouse, de-facto partner, former spouse or former de-facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the employee.

"NES" means National Employment Standards.

"Redundancy" occurs where the Employer has made a definite decision that the Employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

"Regularly rostered to work Sundays and public holidays" means a shiftworker who works at least 34 Sundays and at least 6 public holidays in a calendar year.

"Relief Employee" means an employee engaged in a classification in this Agreement and who performs the role and duties as per the relevant classification. Relief Employees are appointed to cover absences across different sites and shifts. Relief Employees are required to work at numerous sites and varying hours as required, including weekends and public holidays.

"Shift Worker" means an employee who is regularly rostered to work their ordinary hours outside the span of hours of a dayworker prescribed In Clause 21 of this Agreement.

"Union" means the Health Services Union.

"WDP" means Western Diagnostic Pathology.

Where the provisions of this Agreement provide that they may be varied by agreement between the Employer and an employee, agreement shall not be deemed to be reached unless freely entered into by both parties.

4. Commencement Date of Agreement and Period of Operation

This Agreement will commence operation seven (7) days after approval by the FWC and shall have a nominal term that expire on 30 June 2027 and shall continue to operate after that date until such time as the Agreement is varied or replaced or terminated in accordance with the Act.

5. Parties Bound and Application

- 5.1 This Agreement shall apply to and cover (which means that it will be binding on):
- (a) Healius Pathology Pty Ltd (ABN 84 007 190 043) trading as Western Diagnostic Pathology (the **Employer**)
 - (b) an employee of the Employer who is in a classification in the Agreement in respect of the Employer's pathology operations in Western Australia or the Northern Territory (the **Employees**).
- 5.2 The Agreement shall also apply to and cover the Union provided the Union gives notice to the FWC in accordance with the Act and the FWC notes in an approval of this Agreement that it applies to the Union.
- 5.3 The Employer agrees to meet at least 3 months prior to the expiration of this Agreement with the purpose of negotiating the continuation of, or replacement of this Agreement.
- 5.4 The Employer agrees that before submitting a variation, termination or replacement Agreement for approval of the employees covered by the Agreement the employer will negotiate in good faith with the Health Services Union.
- 5.5 This Agreement is intended to reflect the entirety of the employee's terms and conditions of employment and unless expressly stated otherwise, operates to the exclusion of any provisions of any Award or industrial instrument.

6. Commitments

- 6.1 Employees undertake that for the life of this Agreement, there will be no further wage increases sought, or granted, except for those granted under the terms of this Agreement.
- 6.2 This Agreement is entered into on the understanding that it does not contravene any aspect of the Act including the NES, and the Fair Work Regulations 2009 (Cth). 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 to the employee, the NES provision will apply to the extent of the inconsistency.
- 6.3 This Agreement operates to the exclusion of any workplace instrument including any award or industrial instrument, except where clauses of the Award are explicitly incorporated by this Agreement.
- 6.4 Employees to this Agreement are bound by Company policies as varied from time to time however such policies shall not form part of the Agreement or of any employee's contract of employment.

7. Agreement Flexibility

- 7.1 Notwithstanding any other provision of this Agreement, the Employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual employee. The terms the Employer and an individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) annual leave loading.
- 7.2 The Employer and the individual employee must have genuinely made the agreement without coercion or duress.

- 7.3 The agreement between the Employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1;
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
 - (c) be about matters that would be permitted matters if the arrangement were an enterprise agreement; and
 - (d) not include a term that would be an unlawful term if the arrangement were an enterprise agreement.
- 7.4 The agreement between the Employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this Agreement that the Employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5 The Employer must give the individual employee a copy of the agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.
- 7.6 Except as provided for in clause 7.4(a), the agreement must not require approval or consent of a person other than the Employer and the individual employee.
- 7.7 An Employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the Employer must take measures including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:
- (a) by the Employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Employer and the individual employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual employee contained in any other term of this agreement.

Part 2 - Consultation and Dispute Resolution

8. Consultation about changes to rosters or hours of work

- 8.1 Where the Employer proposes to change an employee's regular roster or ordinary hours of work, the Employer must consult with the employee or employees affected and their representatives, if any.
- 8.2 The Employer must:
- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change i.e. information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence;
 - (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change, including any impact in relation to their family or caring responsibilities; and
 - (c) give prompt and genuine consideration to any view about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives, if any.
- 8.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 8.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- 8.5 At any stage during this process an employee may appoint a representative of their choice in writing.

9. Consultation Regarding Major Workplace Change

Employer to Notify

- 9.1 Where the Employer has made a definite decision to introduce a major workplace change that is likely to have significant effects on employees, the Employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- 9.2 In clause this 9, "significant effects" on employees includes:
- (a) termination of employment;
 - (b) major changes in the composition, operation or size of the workforce or in the skills required;
 - (c) loss of, or reduction in, job or promotion opportunities;
 - (d) loss of, or reduction in, job tenure;
 - (e) alteration of hours of work;
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) the restructuring of jobs.

Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

Employer to Discuss Change

- 9.3 The Employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1 (Employer to Notify), the effects the changes are likely to have on

employees and measures to avert or mitigate the adverse effects of such changes on employees in relation to the changes.

- 9.4 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 9.1 (Employer to Notify).
- 9.5 For the purposes of such discussion, the Employer must provide, in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employers interests.
- 9.6 The Employer must give prompt and genuine consideration to any matters raised by the employees or their representatives, if any, about the changes in the course of the discussion under this clause.

10. Dispute Settlement Procedure

- 10.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to FWC.
- 10.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and consent arbitration.
- 10.4 Where the matter in dispute remains unresolved the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5 An Employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause. A representative for an employee may include a Union delegate or a Union official.
- 10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 10.7 Subject to an appeal process, the parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

Part 3 - Employment Relationship

11. Employer and Employee Duties

- 11.1 The Employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement.
- 11.2 The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 11.3 Any direction issued by the Employer under this clause is to be consistent with the Employer's responsibilities to provide a safe and healthy working environment.
- 11.4 The Employer may require the employee to work at more than one location as the Company operations may dictate, and transfer of employment may occur between Pathology Collection Centres, laboratories and laboratory Departments from time to time, provided that the Employer will consult with the employee/s affected prior to such transfer and take into consideration the family responsibilities of the employee(s) concerned.

12. Employment Categories

12.1 Full-Time Employment

A full-time employee is an employee who is rostered to work the ordinary hours in Clause 21 (Ordinary Hours of Work).

12.2 Part-Time Employment

12.2.1 A part-time employee is an employee who is engaged to work a minimum number of hours per fortnight (and on average less than 76 hours per fortnight), plus any reasonable additional hours required by the Employer. A part-time employee will receive equivalent pay and conditions to those of full-time employees of equivalent classification on a pro rata basis.

12.2.2 The minimum period of engagement of a part-time employee is three (3) hours per shift.

12.2.3 Before commencing employment, the Employer and the part-time employee will agree in writing on:

- (a) the number of minimum contracted hours the part-time employee will work per fortnight; and
- (b) the days of the week the employee will work; and
- (c) the starting and finishing times each day, which may include an agreement to work within a range of start and finishing times each day.

As an alternative, this could also include an agreement in writing to work agreed hours in accordance with a rotating roster (**contracted hours**).

12.2.4 The contracted hours for a part time employee may be varied by agreement between the Employer and the employee, and if so, the variation must be recorded in writing.

12.2.5 In addition to sub-clause 12.2.4:

- (a) the Employer can offer an additional shift(s) including an unrostered shift to a part time employee above their contracted hours in a fortnight via the Employer's time and attendance system;
- (b) a part time employee can elect to accept the offer of an additional shift(s) in a fortnight but has no obligation to do so; and
- (c) the acceptance of the additional shift(s) in a pay period by the part time employee shall be taken to

be an agreed variation to the contracted hours of work for that employee, for that fortnight only; and

- 12.2.6 Where in accordance with sub-clause 12.2.5 a part-time employee has agreed to work additional shifts in excess of their contracted hours the part-time employee will be paid at the employee's base hourly rate of pay for such-additional hours (plus shift or other penalties, as applicable) and the additional hours will be treated as ordinary hours for all other purposes of this Agreement, including superannuation and leave accruals; Overtime rates will not be payable except in accordance with clause 12.2.7.
- 12.2.7 Where no agreement is reached in accordance with sub-clauses 12.2.4 or 12.2.5, additional hours worked by a part time employee in excess of the contracted hours agreed under clause 12.2.3 will be paid at the applicable overtime rate of pay for all additional hours worked.
- 12.2.8 All time worked by a part-time employee which exceeds ten (10) hours on a day or shift, or 76 hours per fortnight will be overtime and paid the appropriate overtime penalty rate in accordance with clause 25.
- 12.2.9 A part-time employee may refuse to work overtime in subclause 12.2.7 where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) any risk to health and safety;
 - (b) the employee's personal circumstances including family responsibilities;
 - (c) whether the additional hours are on a Public Holiday;
 - (d) the notice given by the Employer of the overtime to be worked; and
 - (e) any other relevant matter.
- 12.2.10 Part-time employees will be given first option of applying to change status to full-time when a full-time position becomes available and where the employee's skills and performance are commensurable with the full-time position.
- 12.2.11 Where a part-time employee is regularly working more than the minimum contracted hours specified in the subclause 12.2.3 agreement for a period of 12 months or more, and those hours are reasonably expected to continue, they may request in writing that their contracted hours are reviewed by the Employer.
- 12.2.12 The Employer will formally respond to the request under clause 12.2.11 stating the reasons if the request is not agreed to. The Employer will not unreasonably reject the request. The Employer will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made, if the increase in hours is as a direct result of:
- (a) an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (b) due to a temporary increase in hours only due, for example, to the specific needs of a client.
- 12.2.13 Any change to a part-time employees' contracted hours will be confirmed in writing under clause 12.2.4. Any adjusted contracted hours resulting from a review by the Employer under clause 12.2.12 should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

12.3 Casual Employment

- 12.3.1 A casual employee is an employee whose employment is consistent with the meaning of a 'casual employee' in the Act including, as a guide, that the employee has no firm advance commitment to continuing and indefinite work.
- 12.3.2 A casual employee will be paid their applicable base hourly rate of pay plus an additional casual loading of 25%. The casual loading compensates casual employees for not having entitlements under the NES that permanent employees have, such as paid leave entitlements to annual leave and personal/carer's leave.

12.3.3 The minimum period of engagement of a casual employee is 3 hours.

12.3.4 A Casual Employee is eligible to be offered and request conversion to full-time or part-time employment in accordance with the NES. As a guide, a Casual Employee who is of the view they are no longer employed on a casual basis (e.g. the employment is not characterised by an absence of a firm advance commitment to continuing and indefinite work), has been employed for at least 6 months, and who is not in dispute about a casual conversion matter, may give a written notice requesting conversion to part time or full time employment to the Employer. Where a casual employee converts or is appointed to non-casual employment, their prior service as a casual employee will be recognised for the purposes of accruing Long Service Leave and parental leave entitlements provided the service has been continuous.

12.4 Employment for a Specific Period of Time or a Specific Task or Tasks

12.4.1 An employee may be engaged on a full time *or* part time basis for a specific period of time or for specific task/s.

12.4.2 The details of the specific period of time or specific task/s shall be set out in writing and retained by the Employer. The Employer shall provide a copy to the employee.

12.4.3 An employee engaged in accordance with clause 12.4.1 is for all purposes of this Agreement a full-time or part-time employee, except where otherwise specified in this Agreement.

12.4.4 Service under a contract of employment for a specific period of time or specific task/s shall form part of an employee's period of continuous service, where such employee is engaged as a permanent full-time or part-time employee immediately following such contract of employment.

13. Probationary Employment

13.1 The Employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment The probationary period is 6 months unless a shorter period is approved by the Employer.

13.2 Either party may terminate the employment up to and including the last day of probation. by giving one week's notice or by payment of one week's pay, as the case may be.

14. Termination of Employment

14.1 Notice of Termination by the Employer

14.1.1 Notice of termination is provided for in the NES.

14.1.2 In order to terminate the employment of an employee the Employer must give to the employee the following notice:

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

14.1.3 In addition to the notice in clause 14.1.2 the period of notice will be increased by one week if the employee is over 45 years old and has completed at least two years of continuous service with the Employer at the end of the day the notice is given.

14.1.4 Payment in lieu of the notice prescribed in 14.1.2 and 14.1.3 must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. Payment in lieu of notice must be made at the employee's full rate of pay for at least the hours the employee would have worked had the employment continued

until the end of the notice period.

14.1.5 The period of notice in this clause does not apply:

- (i) In the case of dismissal for serious misconduct.
- (ii) To employees engaged for a specific period of time.
- (iii) To casual employees.

14.2 Notice of Termination by the Employee

14.2.1 The notice of termination required to be given by an employee is as follows:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

14.2.2 If an employee fails to give the notice set out in clause 14.2.1 then the Employer has the right to withhold wages due to the employee an amount that is no more than one week's wages for the employee.

14.2.3 Annual leave generally cannot be taken during the notice period. Any annual leave approved prior to an employee giving notice will, unless it is unreasonable to do so, be cancelled.

14.2.4 Subject to the NES, the notice period may be varied by agreement between the parties.

14.3 Summary Dismissal

The Employer has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only

14.4 Redundancy

14.4.1 For employees employed prior to 21 October 2021 (the date of the commencement of the Western Diagnostic & Vetpath Health Services Union Enterprise Agreement 2021) (**2021 Agreement**), redundancy severance payments are provided in Schedule 3 of the Agreement.

14.4.2 For employees whose employment commenced on or after the date of the commencement of the 2021 Agreement, redundancy severance payment entitlements are in accordance with the NES:

	Continuous Service	Redundancy
1	At least 1 year but less than 2 years	4weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	12 weeks

14.4.3 This clause does not apply to:

- (a) an employee terminated as a consequence of serious misconduct that justifies summary dismissal;
- (b) a probationary employee;
- (c) an employee engaged for a specific period of time or for a specified task or tasks; or
- (d) a casual employee.

14.5 Standing Down Employees

14.5.1 Where an employee cannot be usefully employed because of any protected industrial action or through any breakdown in machinery or through unexpected or planned closure of a medical facility (e.g for Christmas or Easter) or any stoppage of work by any cause for which the Employer cannot reasonably be held responsible, the Employer will endeavour to redeploy the employee to another position or allow the employee to take annual leave or long service leave for the period of the closure.

14.5.2 Where another position is not available, and the employee does not take annual or long service leave the Employer has the right to deduct payment for any day that the employee cannot be usefully employed because of the circumstances specified in clause 14.5.1

14.6 Abandonment of Employment

14.6.1 The absence of an employee from work for a period of 3 continuous working days without the consent of or notification to the Employer may be taken by the Employer to be prima facie evidence that the employee has abandoned their employment.

14.6.2 The Employer may conclude that an Employee has abandoned their employment provided that before any such conclusion is made:

- (a) the Employer has first made reasonable attempts to contact the employee during the period of non-attendance;
- (b) the Employee has had a reasonable opportunity to provide an explanation for their non-attendance, and why they were unable to notifying their direct manager or the Employer of their absence; and
- (c) seven days has elapsed since the employee has first been absent without consent or notification to the Employer.

14.6.3 If such a conclusion is made notice of termination (or pay in lieu) for reason of abandonment is provided in accordance with clause 14.1 of this Agreement.

Part 4 - Classifications, Rates of Pay and Related Matters

15. Classifications Structures

- 15.1 The classification structures, including progression between the classification grades, are set out in Schedule 1 of the Agreement.
- 15.2 Progression to the next and subsequent grades for the relevant classification will take place either upon:
- (a) completion of the required continuous service; or
 - (b) appointment by the Employer, consistent with the methodology set out in Schedule 1.
- 15.3 Where an employee has not performed at least to a satisfactory level during the preceding 12 months, he or she will not progress to the next grade for the relevant classification. In such circumstances, the employee's performance will be reviewed on a monthly basis, and progression will occur when the employee demonstrates performance improvement. Progression will not be unreasonably denied.

16. Rates of Pay & Superannuation

16.1 Rates of Pay

The rates payable to employees will be in accordance with the rates as set out in Schedule 2 Rates of Pay.

16.2 Superannuation

16.2.1 The Employer will make superannuation contributions on behalf of employees at the minimum rate required under the *Superannuation Guarantee (Administration) Act 1992* or applicable Australian superannuation legislation.

16.2.2 All employees are entitled to superannuation contributions regardless of their *level* of earnings.

16.2.3 Each employee shall nominate an approved fund into which superannuation is to be paid. If an employee does not nominate an approved fund, the Employer will make payments into an employee's existing superannuation fund. If the employee does not have an existing superannuation fund, the Employer will enrol the employee, and make superannuation contributions, into the Employer's default fund, HESTA.

16.2.4 An employee may elect to sacrifice a part of the rate of pay specified in Schedule 2 to this Agreement to a superannuation fund in accordance with the relevant legislation.

16.2.5 The amount of wages sacrificed may be altered once per financial year provided that the employee provides a minimum of 30 days' notice of the required change.

17. Higher Duties

- 17.1 An employee may be appointed by the Employer to undertake duties in a higher classification on a temporary basis. An appointment to a higher classification will ordinarily be in writing, and provide the details of the start date, the expected end date or duration (where known), the classification and what of the duties of that classification are to be performed. If an employee is directed to undertake duties in a higher classification and it is not in writing, an Employee may claim an entitlement to be paid in accordance with this clause if the direction to undertake the higher duties was made by a manager who had the delegated authority to do so.
- 17.2 Where an employee (other than a Scientist) is so appointed and the higher classification provides a higher wage rate than the classification in which the employee is ordinarily employed in any one day or shift, the employee shall be paid at the lowest grade of the higher classification for:

- (a) the time worked for 2 hours or less; or
- (b) a full day or shift where the time so worked exceeds 2 hours.

17.3 A Scientist who so appointed to a higher classification under this Agreement for the period of 5 or more consecutive working days, will be paid for the period for which they assumed such duties, the lowest grade of the higher classification applying to the employees so relieved.

18. Allowances & Expenses

18.1 On-Call Allowance

- 18.1.1 For the purposes of this Agreement an employee is on call when he or she is directed by the Employer to remain at such a place as will enable the Employer to readily contact him or her during the hours when he or she is not otherwise on duty. In so determining the place at which the employee shall remain, the Employer may require that place to be within a specified radius from the usual place of employment.
- 18.1.2 An employee instructed to be on call outside ordinary or rostered working hours will be paid an allowance in Schedule 2 (starting at \$5.20 per hour) that the employee is on call, provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.
- 18.1.3 An employee instructed to be on call on either Christmas Eve, Christmas Day or New Year's Eve will be paid an allowance in Schedule 2 (starting at \$104 per occasion), in place of subclause 18.1.2.
- 18.1.4 The on-call allowances referred to in this clause will be in addition to any wages to which the employee is entitled.

18.2 Vehicle Allowance

- 18.2.1 Where an employee is required by the Employer to use a motor vehicle (including a motorcycle) such vehicle will be supplied and maintained by the Employer.
- 18.2.2 In the alternative to the Employer providing a vehicle (per sub-clause 18.2.1) an employee who, by arrangement with the Employer provides their own vehicle for work related travel shall be paid a vehicle allowance of \$0.99 per kilometre in addition to all payments otherwise due. Employees will be required to provide proof of comprehensive insurance as a condition of any arrangement with the Employer to use their private vehicle for work purposes. The vehicle allowance shall be payable for the actual kilometres travelled by the employee's vehicle each week in connection with the employee's employment which will include:
 - (a) for domiciliary visits: for all distance travelled from the point of first call to the point of last call on the day and/or shift;
 - (b) for Relief Employees, where the work is to provide coverage for planned leave absences:
 - (i) for any distance travelled in the course of work that is more than 30 kilometres return from their home (i.e. primary place of residence) provided that the Employee resides within their appointment area, or
 - (ii) for any distance travelled in the course of work that is more than 30 kilometres return from the boundary of the appointment area, and where the employee resides outside of the appointment area;
 - (c) for an employee (other than a Relief Employee) who is requested to provide temporary relief to cover an absence at a location different to their usual work location for any distance travelled in the course of work from their primary place of residence to the work location and return, provided that the travel required is in excess of 30km return from the employee's residence.

- (d) for staff on delivery or other duties; for all distance travelled from the first point of work to the last point of work on the day or shift;
- (e) as a general rule travel from home to the first call or point of work, and from the last call or point of work to home is not paid (the exception is for Relief Employees as described in paragraph (b) and other employees in (c) above).

The vehicle allowance is to recompense the employee for all wear and tear, registration, comprehensive insurance (including any policy excess payable by the insured), fuel, oil and consumables.

18.2.3 The employee is required to keep a contemporaneous log of all such travel including date of travel, time started, and time completed, Odometer reading start, Odometer reading finish, and reason for trip. The Employer may request at any time to view the log of such travel claimed.

18.3 Uniform & Laundry

18.3.1 Where an employee is required by the Employer to wear a uniform the Employer will provide the uniform. The employee is required to follow wearing of uniform guidelines as stipulated by the Employer who will replace the uniform on a fair wear and tear basis.

18.3.2 The employee will be responsible for laundering the uniform and will receive a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.60 per week, whichever is the lesser amount.

18.3.3 The laundry allowance will not be paid during all absences on leave.

18.3.4 The Employer will provide and launder protective laboratory gowns.

18.3.5 The Employer will reimburse an employee (other than a casual employee) employed in a stores / maintenance classification under this Agreement the cost of steel cap boots required to be worn in the performance of work. Reimbursement for the cost of steel cap boots may be subject to evidence of fair wear and tear

18.4 Surgical Cut-Up Allowance

18.4.1 An employee who is employed as a Scientist in the Anatomical Pathology Department who is determined by the Employer to perform Histology Macroscopic Cut-Up will be paid an allowance as specified in Schedule 2, starting with the amounts specified as follows:

18.4.2 Any payment made under the provisions of this clause is in addition to the wage received in accordance with Clause 16.1- Rates of Pay.

- (a) Stage 1 (Trainees) - defined as an employee currently learning the cut up process and able to do simple direct transfer of specimen from pot to tissue cassette - \$1.04 per hour for all ordinary time worked.
- (b) Stage 2 (Competent) - defined as an employee assessed by the Employer as competent to process simple and non-complex specimens involving some interpretation and dissection of tissue - \$1.56 per hour for all ordinary time worked
- (c) Stage 3 (Experienced) - defined as an employee assessed by the Employer as competent to process simple and non-complex specimens involving some interpretation and dissection of tissue, including orientated skin excisions - \$3.12 per hour for all ordinary time worked.
- (d) Stage 4 (Experienced +) - defined as an employee assessed by the Employer as competent to process and dissect all of the above, as well as gallbladder, appendix and LLETZ/Cone Bx specimens - \$5.20 per hour for all ordinary time worked.

18.5 Reimbursement of Expenses

18.5.1 All reasonable out of pocket, accommodation expenses and all travelling expenses incurred by an employee in the discharge of his or her duties will be paid at least once a month by the Employer.

18.6 Meal Allowance

18.6.1 Where an employee is required to work overtime of at least one hour in excess of his or her daily hours of work, the employee will be paid an allowance of \$16.20.

18.6.2 This clause will not apply where the employee has been notified the previous day or earlier of the necessity to work overtime.

18.7 District allowance

For employees employed prior to 21 October 2021 (the date of the commencement of the 2021 Agreement) the District Allowance, if applicable, is provided in Schedule 3 of the Agreement.

18.8 Hospital Ward Collection Allowance

A Pathology Collector who performs collections in hospital wards, will be paid an allowance in Schedule 2 (starting at \$0.26 per hour), for the hours worked performing hospital ward collections.

18.9 Domiciliary Collection Allowance

A Pathology Collector who performs collections in a domiciliary setting, will be paid an allowance in Schedule 2 (starting at \$0.26 per hour), for the hours worked performing domiciliary collections.

18.10 After Hours Supervision Allowance

An employee who is required to provide operational supervision to one or more other employees after the time that a Department manager or supervisor has completed work for the day shall be paid an allowance in Schedule 2 (starting at **\$1.50 per hour** worked) whether part of the employee's ordinary hours or overtime.

18.11 Training Allowance

18.11.1 An employee shall be paid a Training allowance in Schedule 2 (starting at **\$1.50** per hour worked) to provide on-the-job training, coaching and / or mentoring to another employee or a person on a work placement (e.g. student placement) (**Training**). An appointment of an employee to provide Training will ordinarily be in writing, and should in most cases be a one-on-one arrangement but more than one employee may be supervised in a Training arrangement where due to operational requirements it is not reasonably practicable to provide one-on-one Training (such as in a remote location or where supervisory staff are limited for example). An appointment in writing should include the details of the start date and expected end date or duration of the Training arrangement (where known), the employee(s) being trained and the expected learning outcomes. If an employee is directed to provide Training and it is not in writing, an Employee may claim an entitlement to be paid in accordance with this clause if the direction was made by a manager who had the delegated authority to do so.

18.11.2 A Training allowance arrangement shall not apply with respect to an employee who is supervising another person during orientation on onboarding of a new employee.

19. Payment of Wages & Leave

19.1 Payment of Wages

Wages shall be paid fortnightly by electronic funds transfer into a bank account nominated by the employee, subject to clause 19.1.2.

19.1.1 It is the employee's responsibility to advise the Employer of his or her Australian bank account details.

19.1.2 Subject to the Act, the Employer has the right to withhold pay from a casual employee subject to the

completion of time records/sheets or payroll forms by the employee by the required time. Any unpaid wages that arise from the late submission by the employee, will be processed in the subsequent fortnightly pay cycle.

19.2 Payment of Leave

An employee will be paid for a period of leave at the time payment is made in the normal course of employment unless there exists extenuating circumstances and the employee requests in writing that they be paid before the period of leave starts, in which case they may be so paid.

19.3 Overpayment of Wages

19.3.1 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.

19.3.2 One-off Overpayments - subject to subclauses 19.3.4 and 19.3.5 below, 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.

19.3.3 Cumulative Overpayments - subject to subclauses 19.3.4 and 19.3.5 below, 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 \$50 per week, depending on which is the lesser amount per pay period.

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

19.3.5 Any balance of overpayment not yet recovered by the Employer as at the date of termination of employment of an employee (for any reason) may be recovered from any termination payment for wages or notice owing to the employee.

19.3.6 Prior to the recovery of any overpayment for any reason, the Employer will notify the employee in writing 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.

19.4 Underpayment of Wages

19.4.1 Where an employee is underpaid in any manner, the Employer will rectify the error as soon as reasonably practicable.

19.4.2 Notwithstanding subclause 19.4.1, where the underpayment of wages has created serious financial hardship, the employee will be paid any underpayment as promptly as possible by way of special payment.

19.5 Termination Pay

Termination pay will be made within 7 days after the day on which the employees' employment terminates wherever practicable, and no later than the pay date for the pay period that in which the employment terminates.

20. Renewal of Mandatory Certificates and Licenses

20.1 The Employer will reimburse employees for the cost of the renewal of mandatory licenses and certificates which an employee is required by the Employer to maintain during their employment to fulfil the inherent requirements of their role. For example, the cost of renewing a working with children check for an employee required to work at a hospital, or a forklift license.

Part 5 - Hours of Work, Shift Work, Meal Breaks and Overtime

21. Ordinary Hours of Work

- 21.1 All ordinary working hours, exclusive of meal breaks will not exceed seventy-six (76) per fortnight and may be worked on any day of the week Monday to Sunday inclusive.
- 21.2 Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.
- 21.3 The ordinary hours of work for a day worker are to be worked at the discretion of the Employer between the hours of 6.00 am and 6.00 pm. The spread of ordinary hours (i.e. 6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread. by agreement between the Employer and the majority of employees concerned. An agreement may be reached between the Employer and an individual employee to suit the specific needs of both parties, under the terms of Clause 7. Agreement Flex1bility.
- 21.4 Employees may be required to work reasonable additional hours to satisfy work demands (including but not limited to leave relief and public holiday coverage), patient/customer requirements and the operational needs of the business.

22. Rostering

- 22.1 The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least 2 weeks before the commencement of the roster period.
- 22.2 Seven days' notice will be given of a change in roster. However, a roster may be altered at any time to enable the functions of the business to be carried on where another employee is absent from duty pursuant to clauses 28 Personal/Carer's Leave; 29 Compassionate Leave; 34 Ceremonial leave; 35 paid family and domestic violence leave; or in an emergency, or by consent of the employee.
- 22.3 Unless the Employer otherwise agrees, an employee desiring a roster change will give 7 days' notice, except where the employee is absent from duty pursuant to clauses 28 Personal/Carer's Leave; 29 Compassionate Leave; 34 Ceremonial leave; 35 paid family and domestic violence leave; or in an emergency.

23. Shift Work

- 23.1 In addition to the ordinary time rate that an employee receives, an employee who is required to work ordinary hours as indicated below will receive the following shift penalty rates.
- 23.2 An extra 17.5% per hour for each such completed hour, will be paid for all time worked between the following hours:
- (a) between 0001 hours Monday and 0600 hours Monday;
 - (b) between 1800 hours Monday and 0600 hours Tuesday,
 - (c) between 1800 hours Tuesday and 0600 hours Wednesday,
 - (d) between 1800 hours Wednesday and 0600 hours Thursday;
 - (e) between 1800 hours Thursday and 0600 hours Friday; and
 - (f) between 1800 hours Friday and 2400 hours Friday.
- 23.3 Where an employee, other than a Shift Worker, works ordinary hours on a Saturday, they will be paid their ordinary rate and an additional 50% loading.
- 23.4 Where a Shift-Worker works ordinary hours on a Saturday an extra 50% per hour for each hour, or part thereof

will be paid.

- 23.5 Where any employee, including a Shift Worker, works ordinary hours on a Sunday, an extra 60% per hour for each such hour, or part thereof will be paid for all ordinary hours worked.
- 23.6 The provisions of clause 23 will not apply to any work performed on a public holiday and to which the provisions of Clause 33 - Public Holidays are applicable.
- 23.7 Additional rates to those prescribed in clauses 23.3 - 23.5 for Saturday and Sunday work may be varied by agreement between the Employer and employee.

24. Meal Breaks

- 24.1 An employee will be provided with an unpaid meal break of not less than 30 minutes and not more than 60 minutes where required to work for more than five hours on any day.
- 24.2 A 10-minute paid tea break will be given to all employees within the first period of 5 hours worked on any day.
- 24.3 Where an employee is required to make themselves available to perform their normal duties during a meal break, the employee will be paid at ordinary time rates for the meal break.

25. Overtime

- 25.1 Overtime means time worked at the direction of or with the prior approval of the Employer for time worked in excess of the ordinary hours of work on any day or in excess of 76 ordinary hours per fortnight.
- 25.2 Part-time employees will be paid overtime for work in excess of their contracted hours, except where agreement has been reached in accordance with clause 12.2.4 or clause 12.2.5.
- 25.3 Notwithstanding the provisions of clause 25.1 as above, all time worked in excess of 10 hours per day will be paid at the rate of time and a half for the first 2 hours and double time thereafter. All time worked on a Sunday will be paid for at the rate of double time.
- 25.4 If an employee is recalled to work for any purpose he or she will be paid a minimum of 3 hours at the appropriate overtime rate but will not be obliged to work for 3 hours if the work for which he or she was recalled is completed in less time, provided that if an employee is called out within 3 hours of starting work on a previous call he or she will not be entitled to any further payment for the time worked within that period of 3 hours. Travel from work after a recall does not count as time worked for the purpose of this clause.
- 25.5 All overtime work on a Public Holiday will be in accordance with Clause 33 - Public Holidays.
- 25.6 Time off in lieu of overtime
 - 25.6.1 By written agreement between the parties, an employee may elect to take time off in lieu instead of receiving an overtime rate of pay for overtime hours. The time off in lieu will be at actual time (i.e. hour for hour worked).
 - 25.6.2 Time off must be taken within the period of 6 months after the overtime is worked and at a time or times within that period of 6 months agreed by the employee and the Employer.
 - 25.6.3 The Employer and the employee may agree to extend the period in subclause 25.6.2 up to a maximum of 12 months.
 - 25.6.4 If an employee requests at any time, to be paid for overtime covered by an agreement under this clause instead of taking time off, the Employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

25.6.5 If time off for overtime that has been worked is not taken within the period agreed under subclause 25.6.2 or 25.6.3, the Employer must pay an employee for the overtime, in the next pay period following the agreed period under subclause 25.6.2 or 25.6.3, at the overtime rate applicable to the overtime when worked. •

25.6.6 If, on termination of the employee's employment, time off for overtime worked by the employee to which subclause 25.6 applies has not been taken, the Employer will pay the employee for the overtime, at the overtime rate applicable to the overtime when worked.

25.6.7 The Employer will keep a written record of:

- (a) employees' accrued time off in lieu of payment for overtime; and
- (b) the agreement under subclause 25.6.2, as employee records.

25.7 Rest period after Overtime

25.7.1 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 consecutive hours off duty will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.

25.7.2 If, on the instruction of the Employer, the employee resumes or continues work without having had 10 hours off duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The employee is then entitled to be absent from work until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

26. Flexible Working Arrangements

Requests for flexible work arrangements shall be considered in accordance with the requirements of section 65 of the Act.

Part 6 - Types of Leave and Public Holidays

27. Annual Leave

- 27.1 For each year (52 weeks) of service with the Employer, an employee (other than a casual) is entitled to four (4) weeks annual leave. Such leave shall accrue progressively during each year of service according to the employee's hours of work.
- 27.2 An employee who is a shiftworker for the purposes of the NES, who is regularly rostered to work Sundays and public holidays, is entitled to an additional week's annual leave on the same terms and conditions.
- 27.3 Annual leave is exclusive of any Public Holiday that may occur during the period of annual leave. Therefore, if any Public Holiday falls within an employee's period of annual leave and is observed on a day that would have been an employee's ordinary working day, there shall be added to that period of annual leave one day being an ordinary working day for each such holiday observed as aforesaid.
- 27.4 Annual leave will be paid at the employee's ordinary rate of pay at the time the leave is to be taken.
- 27.5 All annual leave prescribed in clause 27.1 may be split into more than one portion by agreement between the Employer and the employee.
- 27.6 The annual leave prescribed by clause 27.1 may be taken by agreement between the Employer and the employee. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- 27.7 The Employer and employee may agree in writing to taking a period of paid annual leave before the employee has accrued an entitlement to the leave. An agreement must:
- (a) state the amount of leave to be taken in advance and the date on which the leave is to commence; and
 - (b) be signed by the Employer and the employee.
- 27.8 If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 27.6, the Employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.
- 27.9 An annual leave loading of 17.5% of the employee's (other than a shift worker) ordinary rate of pay will be paid at the time of taking the leave. Shift workers, in addition to their ordinary pay, will be paid the higher of:
- (a) an annual leave loading of 17.5% of their ordinary pay; or
 - (b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- 27.10 The annual leave loading referred to in clauses 27.9 is to compensate employees for the loss of opportunity to work overtime (or other non-ordinary hours) during the period of annual leave.
- 27.11 Subject to the Act, any time in respect of which an employee is absent from work that does not count as continuous service or for the first calendar month of any absence on workers' compensation, , will not count for the purpose of determining annual leave entitlements.
- 27.12 An employee may cash out paid annual leave subject to the following:
- 27.12.1 Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - 27.12.2 Each cashing out of a particular amount of paid annual leave must be by a separate agreement in

writing between the Employer and the employee; and

27.12.3 The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

27.13 The Employer may direct the employee to take annual leave in the following circumstances.

Excessive amount of annual leave accrued

27.13.1 Where an employee has an accumulated annual leave entitlement (note that an entitlement for this purpose is considered inclusive of any amount nominated in the payroll records as "accrued annual leave" or words to that effect) of 6 weeks or more, an employee may be directed to take annual leave provided that:

- (a) before giving the direction, the Employer has conferred with the employee to genuinely try reach agreement with the employee on how to reduce or eliminate the excessive annual leave accrual;
- (b) the employee is only directed to take a maximum of accumulated annual leave entitlement, such that the accumulated annual leave entitlement balance for that employee at completion of the leave taken under this direction, is no less than 4 weeks;
- (c) the direction must not require the employee to take a period of paid annual leave beginning less than 4 weeks, or more than 12 months, after the direction is given; and
- (d) the direction to take annual leave is not unreasonable and takes into consideration the needs of the employee (including any leave arrangements already agreed by the employee and the Employer) and business operations.

Shut Down

27.13.2 Where a part of the Employer's enterprise is being shut down for a period (such as between Christmas and New Year), an employee (other than a casual employee) can be directed to take a period of annual leave provided the direction as part of the shut down:

- (a) is given in writing;
- (b) is not unreasonable; and
- (c) where possible, gives at least 4 weeks' notice from the date the leave is to commence.

27.13.3 Without limiting clause 27.13.2, the Employer and an employee may agree, in writing, to other leave arrangements for all or part of the shut down, including for the employee to take leave without pay and/or any available time off in lieu of overtime.

28. Personal/Carer's Leave

28.1 For the purposes of this clause Personal/Carer's Leave is defined as:

28.1.1 Personal Leave - Paid leave taken by an employee because of a personal illness, or injury, of the employee; or

28.1.2 Carer's Leave - Paid or unpaid leave taken by an employee to provide care or support to a member of the employee's Immediate Family, or member of the employee's household, who requires care or support because of:

- (a) a personal illness, or injury, of the member; or
- (b) an unexpected emergency affecting the member.

28.2 For each completed year of service, an employee is entitled to up to ten (10) days of paid personal / carer's

leave.

- 28.3 An employee's entitlement to paid personal / carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- 28.4 If an employee takes Personal/Carer's Leave, the Employer will pay the employee at the employee's base rate of pay for the employee's ordinary hours of work for the period.
- 28.5 If an employee has any accrued but untaken paid Personal/Carer's Leave, it will accumulate from year to year, However accrued but untaken Personal/Carer's Leave will not be paid out upon termination of the Employee's employment.
- 28.6 If an employee is absent on Personal Leave for a period longer than the employee's entitlement to paid personal/carers leave, payment may be adjusted at the end of a year of service. If the employment of an employee terminates (for any reason) before the employee's service continues to the extent required to accrue the personal/carers leave taken in advance, then the remaining value of that personal/carers taken in advance may be deducted from any termination pay owing to the employee up to up to but not more than the remaining value of the paid personal/carers leave taken in advance of it accruing as at the termination date.
- 28.7 To be entitled to paid Personal Leave an employee must:
- 28.7.1 Give the Employer notice as soon as reasonably practicable, and if possible, prior to the commencement of the shift, of his or her inability to attend for work due to personal Injury or illness, the nature of the illness or injury, and the estimated duration of the absence;
- 28.7.2 Provide a medical certificate from a registered Medical Practitioner dated at the time of the absence if requested to do so by the Employer in writing for any absences:
- (a) in excess of 3 single days in each financial year; or
 - (b) of 2 or more consecutive days; or
 - (c) before or after a weekend or public holiday.
- 28.7.3 If it is not reasonably practical for the employee to give the Employer a medical certificate, then the employee may provide a statutory declaration stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury, and the reason why a medical certificate could not be obtained.
- 28.7.4 The medical certificate or statutory declaration must be given to the Employer as soon as reasonably practicable.
- 28.8 To be entitled to paid Carer's Leave during a period, an employee must:
- 28.8.1 Give the Employer notice as soon as reasonably practicable, and if possible, prior to the commencement of the shift, that the employee requires leave during the period to provide care or support to a member of the employee's Immediate Family, or a member of the employee's household, who requires care or support because of:
- (a) a personal illness or injury of the member; or
 - (b) an unexpected emergency affecting the member.
- 28.8.2 If required to do so by the Employer in writing, the employee must provide documentary evidence in relation to a period of carer's leave taken (or to be taken) by the employee to provide care or support to a member of the employee's Immediate Family or member of the employee's household that is either:
- (a) If the care or support is required because of a personal illness, or injury, of the member:
 - (i) a medical certificate from a registered medical practitioner (stating that the member had, has or will have a personal illness or injury during the period); or

(ii) if it is not practical to provide a medical certificate then a statutory declaration made by the employee stating that the employee required leave during the period to provide care or support to the member because the member required or requires care or support during the period, the nature of the member's personal injury or illness, and the reason why a medical certificate could not be obtained.

(b) If the care or support is required because of an unexpected emergency affecting the member - a statutory declaration made by the employee outlining the reasons for the emergency and the employees expected duration of absence from duty.

28.8.3 The medical certificate or statutory declaration must be given to the Employer as soon as reasonably practicable.

28.9 An employee, including a casual employee, is entitled to a period of up to two (2) days unpaid Carer's leave for each permissible occasion when a member of the employee's Immediate Family or household, requires care or support during a period because of:

28.9.1 a personal injury or illness of the member; or

28.9.2 an unexpected emergency affecting the member

28.10 An employee is entitled to unpaid Carer's Leave only if:

28.10.1 The employee complies with the notice and documentation requirements as outlined in clause 28.8;

28.10.2 an employee has exhausted their entitlement to paid personal/carers leave; and

28.10.3 the leave is taken as a single, unbroken, period of up to two (2) days, unless there is agreement by the Employer for the employee to take the leave as a separate period.

28.11 An employee who suffers personal ill health or injury whilst on annual leave may be paid Personal Leave in lieu of annual leave subject to:

28.11.1 The production of medical evidence to the satisfaction of the Employer;

28.11.2 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 Clause 27 - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

28.12 The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act.

28.13 The provisions of this clause, with the exception of clauses 28.9, do not apply to casual employees.

29. Compassionate Leave

29.1 For the purposes of this clause, Compassionate Leave is paid leave taken by an employee:

29.1.1 for the purposes of spending time with a person who:

(a) is a member of the employee's Immediate Family or the employee's household; and

(b) has a personal illness, or injury, that poses a serious threat to his or her life; or

29.1.2 after the death of a member of the employee's Immediate Family or a member of the employee's household;

29.1.3 when a child is stillborn, where the child would have been a member of the employee's Immediate Family, or a member of the employee's household, if the child had been born alive; or

29.1.4 when the employee, or the employee's spouse or de facto partner, has a miscarriage.

29.2 Subject to clause 29.1, an employee is entitled to a period of 3 days of compassionate leave for each occasion (a permissible occasion) when:

29.2.1 a member of the employee's Immediate Family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life;

29.2.2 a child is stillborn, where the child would have been a member of the employee's Immediate Family, or a member of the employee's household, if the child had been born alive; or

29.2.3 the employee, or the employee's spouse or de facto partner, has a miscarriage.

29.3 Subject to clause 29.1, an employee is entitled to a period of 3 days of Compassionate Leave for each occasion (a permissible occasion) when a member of the employee's Immediate Family or a member of the employee's household dies.

29.4 However, the employee is entitled to compassionate leave only if the employee gives his or her Employer any evidence that the Employer reasonably requires that the leave is taken for a permissible occasion in the circumstances specified by this clause.

29.5 Taking Compassionate Leave

29.5.1 An employee who is entitled to a period of Compassionate Leave under clause 29.1 for a particular permissible occasion is entitled to take the Compassionate Leave as:

- (a) A single, unbroken period of 3 days; or
- (b) Three separate periods of 1 day each; or
- (c) Any separate periods to which the employee and his or her Employer agree.

29.5.2 An employee who is entitled to a period of compassionate leave under clause 29.1 because a member of the employee's Immediate Family or a member of the employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the Compassionate Leave at any time while the illness or injury persists.

29.6 Compassionate Leave - Payment Rule

29.6.1 If an employee takes Compassionate Leave during a period, the Employer must pay the employee for that period the amount the employee would reasonably have expected to be paid by the Employer if the employee had worked during that period.

29.7 Access to Annual Leave and/or Long Service Leave

29.7.1 An employee who is eligible to take Compassionate Leave may apply to take his or her accrued entitlement to Annual leave and/or Long Service Leave directly after taking Compassionate Leave. Agreement to such requests will not be unreasonably withheld, whilst having regard to the operational requirements of the Employer.

30. Parental Leave

30.1 Full time, part time and eligible casual employees are entitled to, after 12 months' continuous service with the Employer, up to 52 weeks' unpaid parental leave following the birth or adoption of a child in accordance with the Act.

31. Leave Without Pay

- 31.1 Leave Without Pay will not, in the normal course of business, be granted. In exceptional circumstances only, Leave Without Pay may be approved by the State Manager or his/her delegate.
- 31.2 Where a Public Holiday occurs during any approved period of Leave Without Pay, payment for such Public Holiday will not be made.

32. Long Service Leave

- 32.1 Long Service Leave shall be granted and taken in accordance with the *Long Service Leave Act 1958 (WA)* or *Long Service Leave Act 1981 (NT)*, as applicable.
- 32.2 In the case of WA, the basic entitlement to Long Service Leave is as follows:
- (a) Employees are entitled to eight and two third (8 2/3) weeks of Long Service Leave after 10 years of continuous employment;
 - (b) for every 5 years after the 10-year period identified in subclause (a), an employee is entitled to four and one third (4 1/3) weeks Long Service Leave.
 - (c) When an employee's employment is terminated for any reason other than misconduct, the employee is eligible for a pro-rata payment of long service leave if they have been employed for 7 years or more.
- 32.3 In the case of NT, the basic entitlement to Long Service Leave is as follows:
- (a) Employees are entitled to 13 weeks of Long Service Leave after 10 years of continuous employment; and
 - (b) for every 5 years after the 10-year period identified in subclause (a), an employee is entitled to an additional 1.3 weeks for each year.
- 32.4 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. An employee may apply to the Employer for special consideration where alternative payment or leave arrangements are sought in the taking of such leave. Agreement to such requests shall not be unreasonably withheld, whilst having regard to the operational requirements of the Employer.
- 32.5 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 his or her long service leave entitlement as a reduced period of full-time equivalent time off. Such agreement shall not be unreasonably withheld by the Employer.

33. Public Holidays

- 33.1 The following days shall be observed as public holidays:
- 33.1.1 In WA: New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Western Australia Day, Labour Day, Christmas Day and Boxing Day.
 - 33.1.2 In NT: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Picnic Day, Labour Day, King's Birthday, Christmas Day, Boxing Day and Show Day (Regional Observance).
 - 33.1.3 Any other public day, or part-day, declared or prescribed by or under a law of the State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday.
 - 33.1.4 Provided that another day may be taken as a holiday by agreement between an employee and the Employer in lieu of any of the days named in this subclause.

- 33.2 Where any of the public holidays in clause 33.1 except for Easter Saturday or Easter Sunday fall 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 will be observed on the next succeeding Tuesday; in each case, except for Christmas Day and New Years Day, the substituted day will be deemed a holiday without deduction of pay, in lieu of the day for which it is substituted. Only the substituted days will attract rates specified in 33.3
- 33.3 An employee who is required to work on:
- 33.3.1 the day on which Christmas Day falls (i.e. 25th December);
 - 33.3.2 the day on which New Years Day falls (i.e. 1st January); or
 - 33.3.3 where Christmas Day or New Years Day falls on a Saturday or Sunday, the substituted day/s will be paid at the rate specified in clause 33.5 for the time so worked.
- 33.4 Full-time and part-time employees will be entitled to the above holidays without loss of pay. For the avoidance of doubt, the Employer will not vary the rostered ordinary hours of a full-time employee or the contracted hours of a part time employee so as to avoid an entitlement under this clause to a public holiday without loss of pay.
- 33.5 Where a full-time or part-time employee is required to work on a public holiday he or she will be paid in addition to his or her ordinary rate of pay at the rate of ordinary time and a half for the time so worked.
- 33.6 A casual employee is not entitled to be receive payment for a public holiday unless they are required to work on that day in which case they will be paid in addition to his or her ordinary rate of pay, at the rate of ordinary time and a half for the time so worked.

34. Ceremonial Leave

- 34.1 An employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for traditional ceremonial purposes will be entitled to 10 working days' unpaid leave in any one year, with the approval of the Employer.

35. Paid family and domestic violence leave

- 35.1 All employees are entitled to up to 10 days paid family and domestic violence leave in a year in accordance with the Act.

36. Workplace Delegates

- 36.1 The workplace delegates rights term in the Award is taken to be a term of this Agreement.
- 36.2 As a guide, a workplace delegate has a right to:
- (a) represent the industrial interests of members and employees who are eligible to be Union members including in relation to a matter under clauses 8 and 9 (Consultation) and 10 (Dispute Settlement Procedure), in relation to any disciplinary process, in relation to enterprise bargaining or under any procedure within the Agreement or a policy of the Employer which employees are entitled to be represented in matters which concern their industrial interests;
 - (b) has a right to communicate with members and employees who are eligible to be Union members in relation to those industrial interests,
 - (c) reasonable access to the workplace and facilities at the workplace for the purpose of representing those industrial interests, and
 - (d) reasonable access to paid time during normal work hours for the purpose of related training in accordance with this clause.
- 36.3 A workplace delegate may be absent from work for up to five (5) paid working days in any one


calendar year for the purpose of attending Union training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees;
 - (b) payment for a day of paid training is at the amount the workplace delegate would have been paid for the hours they would have been rostered or required to work on that day;
 - (c) the workplace delegate must give the Employer at least five (5) weeks' notice (or less by agreement with the Employer) of the proposed start and end time and dates of the training leave, the training content and purpose and training provider;
 - (d) the Employer must advise the workplace delegate at least two (2) weeks before the day of the proposed training if the paid leave for training purposes has been approved, where such approval may not be unreasonably withheld; and
- 36.4 A workplace delegate is allowed reasonable time to represent Union members' interests in the workplace on industrial relations matters. In addition, reasonable time will be allowed to a workplace delegate to attend hearings or meetings of FWC or other tribunals.
- 36.5 While exercising the workplace delegate's rights, the workplace delegate will comply with their duties and obligations as an employee and not hinder, obstruct or prevent the normal performance of work in the workplace.
- 36.6 Nothing in this Clause replaces or diminishes the rights of a workplace delegate under s.350C of the Act.

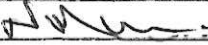
37. Part 7 - Signatories and Schedules

38. Signatories


FOR THE EMPLOYER:


Name:	Rodney Rudling
Address:	1 Sabre Cr, Jandakot WA 6164
Authority to sign:	General Manager, Western Diagnostic Pathology
Date:	08/11/2024
Signature:	

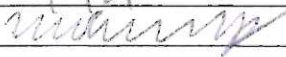
ON BEHALF OF THE HEALTH SERVICES UNION


Name:	NAOMI MCCRAE
Address:	8 Coolgardie Tce
Authority to sign:	WA Branch Secretary HSM
Date:	13/11/2024
Signature:	

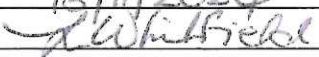
BARGAINING REPRESENTATIVES

Name:	TRACEY GIBLETT
Position/Address:	18 CIVIC BLVD ROCKINGHAM
Authority to sign:	PHLEBOTOMIST
Date:	13/11/24
Signature:	

Name:	ALEKSANDRO TRPEVSKI
Position/Address:	115 MONASH AVE HOLLYWOOD HOSPITAL
Authority to sign:	PHLEBOTOMIST
Date:	13/11/24
Signature:	

Name:	NATHAN MANNING
Position/Address:	1 Sabre Cr, Jandakot WA 6164
Authority to sign:	Scientist
Date:	13/11/24
Signature:	

Name:	TERRI MARCIANO
Position/Address:	Hayden Crt Myree
Authority to sign:	Phlebotomist
Date:	13/11/24
Signature:	

Name:	LEONIE WHITFIELD
Position/Address:	101 MONASH AVENUE NEDLAND
Authority to sign:	MEDICAL SCIENTIST
Date:	13/11/2024
Signature:	

Schedule 1 - Classification Structures

S1.1 Progression

This Schedule is read together with clause 15 (Classification Structures). For the purpose of progression between classification Grades in this Schedule:

- (a) 12 months of continuous service by a full time employee is equivalent to 1976 hours, based on an average of 38 ordinary hours each week;
- (b) a reference to 912 hours of continuous service for a part time or casual employee is a reference to ordinary hours. For example, a part time employee who works 30.4 ordinary hours per week would complete 912 hours of continuous service after 30 weeks;
- (c) a reference to 1824 hours of continuous service for a part time or casual employee is a reference to ordinary hours. For example, a part time employee who works 30.4 hours per week would complete 1824 hours of continuous service after 60 weeks;
- (d) a reference to 3648 hours of continuous service for a part time or casual employee is a reference to ordinary hours. For example, a part time employee who works 30.4 hours per week would complete 3648 hours of continuous service after 120 weeks; and
- (e) progression to the next grade or step on completion of the relevant amount of continuous service will occur from the start of the pay period that is closest to the day the continuous service is achieved. The start date of that closest pay period may be before or after the day the continuous service is achieved.

S1.2 Pathology Collector

Is a team member employed in collecting pathology specimens and performing procedures in accordance with practice instructions; the care, storage and processing of all such pathology specimens; the timely dispatch and/or transportation of pathology specimens to the laboratory; the accurate recording of information relating to patients and specimens in accordance with practice instructions; attending to the well-being of patients; liaising with referrers/referees; receiving payment of accounts, ordering of stores, understanding of WHS, adheres to policies and procedures, and shall be classified as one of the following grades by the company.

Pathology Collector - Grade 1

On appointment. A Pathology Collector Grade 1 is an employee who does not hold a Certificate III Pathology Collection.

A Pathology Collector Grade 1 is being provided guidance and receiving detailed instructions of the work to be performed and is acquiring skills in all aspects of specimen collection, containerisation, labelling, transporting and storage, patient/client Identification and related clerical work. During this period the employee's performance will be reviewed and if deemed sufficiently skilled, collector may work under limited supervision.

A Pathology Collector Grade 1 shall remain on this classification during the probationary period whilst training and supervision is undertaken.

An employee at Grade 1 classification is required to complete:

- (a) 6 months continuous service in the case of a full time employee, or
- (b) 912 hours continuous service in the case of a part time or casual employee.

Pathology Collector Grade 2

By appointment. A Pathology Collector Grade 2 requires a minimum of a Certificate III Pathology Collection from a recognised RTO or has relevant industry experience recognised by the Employer.

An employee at Grade 1 automatically progresses to this Grade 2 on completion of the continuous service in Grade 1 above. An employee at this level works independently or as a team.

Pathology Collector Grade 3

An employee shall be classified at this Grade by appointment, or upon completion by the employee of:

- (a) 2 years' continuous service in the case of a full time employee in Grade 2; or

- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 2; or
- (c) otherwise where the Employer recognises relevant industry experience.

Appointments as a hospital ward/mobile/relief/commercial collector will commence at this Grade 3.

Pathology Collector Grade 4

An employee shall be classified at this Grade by appointment, or upon completion by the employee of:

- (a) 2 years' continuous service in the case of a full time employee in Grade 3;
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 3; or
- (c) otherwise where the Employer recognises relevant industry experience.

Pathology Collector Grade 5

An employee shall be classified at this Grade by appointment, or upon completion by the employee of:

- (a) 2 years' continuous service in the case of a full time employee in Grade 4;
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 4; or
- (c) otherwise where the Employer recognises relevant industry experience.

S1.3 Clerical

Is a team member engaged in any or all of the following clerical or administrative duties: data entry, despatch, customer care/service, call centre, operation of office equipment, computer software packages and communication systems, typing, word processing, reception, switchboard, accounting, performing administrative functions, mailing, filing, or who is engaged in other duties of a similar nature, and shall be classified as one of the following grades by the Employer.

Clerical Grade 1

By appointment. No prior experience necessary. An employee at Grade 1 classification is required to complete:

- (a) 6 months continuous service in the case of a full time employee, or
- (b) 912 hours continuous service in the case of a part time or casual employee.

Clerical Grade 2

By appointment or, in the alternative, an employee at Grade 1 shall automatically progress to Grade 2 on completion of the continuous service in Grade 1 above.

Clerical Grade 3

An employee shall be classified at this Grade by appointment, or upon completion by the employee of:

- (a) 12 months' continuous service in the case of a full time employee in Grade 2; or
- (b) 1824 hours continuous service in the case of a part time or casual employee in Grade 2.

Clerical Grade 4

An employee shall be classified at this Grade by appointment, or upon completion by the employee of:

- (a) 2 years' continuous service in the case of a full time employee in Grade 3;
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 3.

Clerical Grade 5 – Team Leader

By appointment. In addition to clerical duties, Team Leaders are to provide guidance and instructions to clerical employees, including but not limited to, supervision of a shift or section, training, rosters, direction of work, and troubleshooting.

S1.4 Stores/Maintenance Worker

Is a team member employed to perform any duties as designated in the warehouse and may include any or all of the following duties: performing recording functions, storing, picking and packing of goods in accordance with established procedures, conducting periodic stock checks, operation of material handling equipment, performing

equipment start-up and shut-down, computer duties, accepting deliveries, unpacking, dispatching/delivering goods and materials, transporting of hazardous/dangerous goods, and performing housekeeping in their own work environment.

Stores/Maintenance Grade 1

On appointment. An employee at Grade 1 classification is required to complete:

- (a) 6 months continuous service in the case of a full time employee, or
- (b) 912 hours continuous service in the case of a part time or casual employee.

Stores/Maintenance Grade 2

An employee at Grade 2 is expected to have a good understanding of the requirements for the transport of Hazardous/Dangerous Goods, and the expediting of urgent customer orders.

By appointment or, in the alternative, an employee at Grade 1 shall progress to Grade 2 on completion of the continuous service in Grade 1 above, and provided the employee possesses a current a licence to operate a forklift and/or other material handling equipment in addition to the duties of the classification.

Stores/Maintenance Grade 3

An employee at Grade 3 will possess a current license to operate a forklift and/or other material handling equipment in addition to the duties of the classification. An Employee at Grade 3 may also be required to hold and maintain the relevant LO License (Order Picker). An employee at Grade 3 is expected to prepare and process appropriate documentation for the receipt of goods, and liaison with customers and suppliers on associated matters.

By appointment. In the alternative, an employee who in addition to the qualifications for this Grade has completed:

- (a) 12 months' continuous service in the case of a full time employee in Grade 2; or
- (b) 1824 hours continuous service in the case of a part time or casual employee in Grade 2.

Stores/Maintenance Grade 4

An employee at Grade 4 will possess a license to operate a forklift and/or other material handling equipment in addition to the duties of the classification. An Employee at Grade 4 is also required to hold and maintain the relevant LO License. Is appointed to this position after being assessed as competent in all aspects of warehousing and/or the administrative functions of the warehouse and support the senior staff.

By appointment. In the alternative, an employee who in addition to the qualifications for this Grade has completed:

- (a) 2 years' continuous service in the case of a full time employee in Grade 3; or
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 3.

S1.5 Lab Assistant

A Laboratory Assistant is a team member employed to perform any or all of the following duties: preparation, separation and processing of specimens, filing, solution preparation, sorting, dispatch, operation of pre-analytical equipment, delivery and collection of mail and specimens, distribution of specimens, general laboratory work, packing and dispatching collection materials and equipment, general store duties; or who is engaged in other duties of a similar nature, as directed; and shall be classified as one of the following grades by the Employer.

A Laboratory Assistant who is working in more than one clinical discipline shall be classified in the Multi-Disciplinary Grade 1, and when combined with the service component is competent in more than one clinical discipline shall be classified in the appropriate Multi-Disciplinary Grade.

Lab Assistant Grade 1

By appointment. No prior experience necessary. An employee at Grade 1 classification is required to complete:

- (a) 6 months continuous service in the case of a full time employee, or
- (b) 912 hours continuous service in the case of a part time or casual employee.

Lab Assistant Grade 2

By appointment. In the alternative, an employee at Grade 1 shall progress to Grade 2 on completion of the continuous service in Grade 1 above or where the Employer recognises relevant industry experience.

Lab Assistant Grade 3

By appointment. In the alternative, an employee who has completed:

- (a) 12 months' continuous service in the case of a full time employee in Grade 2; or
- (b) 1824 hours continuous service in the case of a part time or casual employee in Grade 2.

Lab Assistant Grade 4

By appointment. In the alternative, an employee who has completed:

- (a) 2 years' continuous service in the case of a full time employee in Grade 3; or
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 3.

Multi-disciplinary Lab Assistant Grade 1

By appointment. No prior experience required. Is an employee working in more than one clinical discipline. An employee at Grade 1 classification is required to complete:

- (a) 12 months continuous service in the case of a full time employee, or
- (b) 1824 hours continuous service in the case of a part time or casual employee.

Multi-disciplinary Lab Assistant Grade 2

By appointment. In the alternative, an employee at Grade 1 shall progress to Grade 2 on completion of the continuous service in Grade 1 above or where the Employer recognises relevant industry experience.

Multi-disciplinary Lab Assistant Grade 3

By appointment. In the alternative, an employee who has completed:

- (a) 12 months' continuous service in the case of a full time employee in Grade 2; or
- (b) 1824 hours continuous service in the case of a part time or casual employee in Grade 2.

Multi-disciplinary Lab Assistant Grade 4

By appointment. In the alternative, an employee who has completed:

- (a) 2 years' continuous service in the case of a full time employee in Grade 3; or
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 3.

Lab Assistant Grade 5 Team Leader

By appointment. In addition to Lab Assistant duties, Team Leaders are to provide guidance and instructions to Laboratory Assistants including but not limited to supervision of a shift or section, training, rosters, direction of work, and troubleshooting.

S1.6 Lab Technician

A Laboratory Technician is a team member employed to perform any or all of the following duties: preparation, separation and processing of specimens, filing, solution preparation, sorting, dispatch, operation of pre-analytical equipment, delivery and collection of mail and specimens, distribution of specimens, general laboratory work, packing and dispatching collection materials and equipment, general store duties, provide guidance or supervision to Laboratory Assistants; compliance with legislation and WHS; or who is engaged in other duties of a similar nature, as directed. Is a team member employed who holds a minimum of a relevant Diploma qualification shall be classified as one of the following grades by the Employer.

A Laboratory Technician who is working in more than one clinical discipline shall be classified in the Multi-Disciplinary Grade 1, and when combined with the service component is competent in more than one clinical discipline shall be classified in the appropriate Multi-Disciplinary Grade.

Laboratory Technician – Grade 1

By appointment. No prior experience required. An employee at Grade 1 classification is required to complete:

- (a) 12 months continuous service in the case of a full time employee, or
- (b) 1824 hours continuous service in the case of a part time or casual employee.

Laboratory Technician – Grade 2

By appointment. In the alternative, an employee at Grade 1 shall progress to Grade 2 on completion of the continuous service in Grade 1 above or where the Employer recognises relevant industry experience.

Laboratory Technician – Grade 3

By appointment. In the alternative, an employee who has completed:

- (a) 2 years' continuous service in the case of a full time employee in Grade 2; or
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 2.

Laboratory Technician – Grade 4

By appointment. In the alternative, an employee who has completed:

- (a) 2 years' continuous service in the case of a full time employee in Grade 3; or
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 3.

Multi-disciplinary Lab Technician Grade 1

By appointment. No prior experience required. Is an employee working in more than one clinical discipline. An employee at Grade 1 classification is required to complete:

- (a) 12 months continuous service in the case of a full time employee, or
- (b) 1824 hours continuous service in the case of a part time or casual employee.

Multi-disciplinary Lab Technician Grade 2

By appointment. In the alternative, an employee at Grade 1 shall progress to Grade 2 on completion of the continuous service in Grade 1 above or where the Employer recognises relevant industry experience.

Multi-disciplinary Lab Technician Grade 3

By appointment. In the alternative, an employee who has completed:

- (a) 2 years' continuous service in the case of a full time employee in Grade 2; or
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 2.

Multi-disciplinary Lab Technician Grade 4

By appointment. In the alternative, an employee who has completed:

- (a) 2 years' continuous service in the case of a full time employee in Grade 3; or
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 3.

S1.7 Scientist

Is a team member who possesses one of the following qualifications:

- (a) degree in Science, Applied Science or Medical Technology awarded after not less than 3 years full-time study or an equivalent period of part-time study, in subjects relevant to the field of pathology at a university or other tertiary institution in Australia;
- (b) an associate qualification conferred by the Australian Institute of Medical Technologists prior to 1 January 1974;
- (c) a qualification which the employer is satisfied is equivalent to a qualification in paragraphs (a) or (b), and which will enable the person to assist in the rendering of pathology services in the private pathology laboratory within which the person is employed.

Provided that, all Scientists as defined shall be classified by the Employer as one of the following grades by the Employer. Scientists are required to provide guidance or supervision to Laboratory Assistants and Laboratory Technicians.

A Scientist who is working in more than one clinical discipline shall be classified in the Multi-Disciplinary Grade 1, and when combined with the service component is competent in more than one clinical discipline shall be classified in the appropriate Multi-Disciplinary Grade.

Scientist Grade 1

By appointment. No prior experience required. An employee may be appointed by the Employer to a higher pay point in this Grade based on relevant industry experience, or shall progress based on the following:

Scientist Grade 1.1	An employee who has completed: (a) 12 months' continuous service in Grade 1 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 1 in the case of a part time or casual employee.
Scientist Grade 1.2	An employee who has completed: (a) 12 months' continuous service in Grade 1.1 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 1.1 in the case of a part time or casual employee.
Scientist Grade 1.3	An employee who has completed: (a) 12 months' continuous service in Grade 1.2 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 1.2 in the case of a part time or casual employee.
Scientist Grade 1.4	An employee who has completed: (a) 12 months' continuous service in Grade 1.3 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 1.3 in the case of a part time or casual employee.
Scientist Grade 1.5	An employee who has completed: (a) 12 months' continuous service in Grade 1.4 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 1.4 in the case of a part time or casual employee.
Scientist Grade 1.6	An employee who has completed: (a) 12 months' continuous service in Grade 1.5 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 1.5 in the case of a part time or casual employee.
Scientist Grade 1.7	An employee who has completed: (a) 12 months' continuous service in Grade 1.6 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 1.6 in the case of a part time or casual employee.

Scientists Grade 2.1

By appointment. In addition to the duties of Scientist Grade 1, a Scientist Grade 2 may:

- (a) be responsible to supervise a section within a department or branch laboratory,
- (b) perform more complex testing and more specialised procedures, or
- (c) provide higher level of technical and management support to Scientist Grade 3 including method validation as well as internal and external quality reviews.

An employee may be appointed by the Employer to a higher pay point in this Grade based on relevant industry experience, or shall progress based on the following:

Scientist Grade 2.2	An employee who has completed: (a) 12 months continuous service in Grade 2.1 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 2.1 in the case of a part time or casual employee.
Scientist Grade 2.3	An employee who has completed: (a) 12 months continuous service in Grade 2.2 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 2.2 in the case of a part time or casual employee.
Scientist Grade 2.4	An employee who has completed: (a) 12 months continuous service in Grade 2.3 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 2.3 in the case of a part time or casual employee.
Scientist Grade 2.5	An employee who has completed: (a) 12 months continuous service in Grade 2.4 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 2.4 in the case of a part time or casual employee.
Scientist Grade 2.6	An employee who has completed: (a) 12 months continuous service in Grade 2.5 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 2.5 in the case of a part time or casual employee.

Scientists Grade 3.1

By appointment. A Scientist at Grade 3 has the designated responsibility for the management and supervision of a department or a branch laboratory. An employee may be appointed by the Employer to a higher pay point in this Grade based on relevant industry experience, or shall progress based on the following:

Scientist Grade 3.2	An employee who has completed: (a) 12 months continuous service in Grade 3.1 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 3.1 in the case of a part time or casual employee.
Scientist Grade 3.3	An employee who has completed: (a) 12 months continuous service in Grade 3.2 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 3.2 in the case of a part time or casual employee.
Scientist Grade 3.4	An employee who has completed: (a) 12 months continuous service in Grade 3.3 in the case of a full time employee; or (b) 1824 hours continuous service in Grade 3.3 in the case of a part time or casual employee.
Scientist Grade 3.5	An employee who has completed: (a) 12 months continuous service in Grade 3.4 in the case of a full time employee; or

	(b) 1824 hours continuous service in Grade 3.4 in the case of a part time or casual employee.
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Shift Scientist Grade 1

By appointment. No prior experience required. Performs duties as a multi-disciplined Scientist within a hospital laboratory including on-call and rotating shift rosters - see definitions "Shift Worker". An employee undergoing Shift Scientist onboarding will be aligned to the Shift Scientist Grade 1 for the duration of the onboarding process and is required to complete:

- (a) 6 months continuous service in the case of a full time employee, or
- (b) 912 hours continuous service in the case of a part time or casual employee.

Shift Scientist Grade 2

By appointment. In the alternative, an employee at Grade 1 shall progress to Grade 2 on completion of the continuous service in Grade 1 above or where the Employer recognises relevant industry experience.

Shift Scientist Grade 3

By appointment. In the alternative, an employee who has completed:

- (a) 12 months' continuous service in the case of a full time employee in Grade 2; or
- (b) 1824 hours continuous service in the case of a part time or casual employee in Grade 2.

Shift Scientist Grade 4

By appointment. In the alternative, an employee who has completed:

- (a) 12 months' continuous service in the case of a full time employee in Grade 3; or
- (b) 1824 hours continuous service in the case of a part time or casual employee in Grade 3.

Shift Scientist Grade 5

By appointment. In the alternative, an employee who has completed:

- (a) 2 years' continuous service in the case of a full time employee in Grade 4; or
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 4.

Multi-Disciplinary Scientist Grade 1

By appointment. No prior experience required. Is an employee working in more than one clinical discipline. An employee at Grade 1 classification is required to complete:

- (a) 12 months continuous service in the case of a full time employee, or
- (b) 1824 hours continuous service in the case of a part time or casual employee.

Multi-Disciplinary Scientist Grade 2

By appointment. In the alternative, an employee at Grade 1 shall progress to Grade 2 on completion of the continuous service in Grade 1 above or where the Employer recognises relevant industry experience.

Multi-Disciplinary Scientist Grade 3

By appointment. In the alternative, an employee who has completed:

- (a) 12 months' continuous service in the case of a full time employee in Grade 2; or
- (b) 1824 hours continuous service in the case of a part time or casual employee in Grade 2.

Multi-Disciplinary Scientist Grade 4

By appointment. In the alternative, an employee who has completed:

- (a) 12 months' continuous service in the case of a full time employee in Grade 3; or
- (b) 1824 hours continuous service in the case of a part time or casual employee in Grade 3.

Multi-Disciplinary Scientist Grade 5

By appointment. In the alternative, an employee who has completed:

- (a) 2 years' continuous service in the case of a full time employee in Grade 4; or
- (b) 3648 hours continuous service in the case of a part time or casual employee in Grade 4.

Schedule 2 - Rates of Pay

Table 1 Wage rates to apply to employees covered by this Agreement.

The rates in the Hourly Rate column shall apply from the first full pay period on or after the Agreement is made i.e. approved by a valid majority of employees.

The rates in the Hourly Rate 1 July 2025, and 1 July 2026 shall apply from the first full pay period on or after those dates.

Classification	Hourly Rate	Hourly Rate 1 July 2025	Hourly Rate 1 July 2026
Pathology Collector			
Grade 1	\$26.57	\$27.37	\$28.19
Grade 2	\$28.26	\$29.10	\$29.98
Grade 3	\$29.21	\$30.09	\$30.99
Grade 4	\$29.80	\$30.69	\$31.61
Grade 5	\$30.39	\$31.31	\$32.24
Clerical			
Grade 1	\$26.00	\$26.78	\$27.58
Grade 2	\$26.89	\$27.70	\$28.53
Grade 3	\$27.92	\$28.76	\$29.62
Grade 4	\$28.48	\$29.34	\$30.22
Grade 5 Team Leader	\$31.34	\$32.28	\$33.24
Store Maintenance			
Grade 1	\$26.00	\$26.78	\$27.58
Grade 2	\$26.89	\$27.70	\$28.53
Grade 3	\$27.43	\$28.26	\$29.10
Grade 4	\$28.54	\$29.40	\$30.28
Laboratory Assistant			
Grade 1	\$26.00	\$26.78	\$27.58
Grade 2	\$26.89	\$27.70	\$28.53
Grade 3	\$27.43	\$28.26	\$29.10
Grade 4	\$28.00	\$28.84	\$29.71
G5 Team Leader	\$31.34	\$32.28	\$33.24
Laboratory Assistant Multi-disciplinary			
MD Grade 1	\$28.00	\$28.84	\$29.71
MD Grade 2	\$28.56	\$29.42	\$30.30
MD Grade 3	\$29.13	\$30.01	\$30.91
MD Grade 4	\$29.71	\$30.61	\$31.52
Laboratory Technician			
Grade 1	\$30.78	\$31.71	\$32.66
Grade 2	\$31.40	\$32.34	\$33.31
Grade 3	\$32.03	\$32.99	\$33.98
Grade 4	\$32.67	\$33.65	\$34.66
Laboratory Technician Multi-disciplinary			
MD Grade 1	\$32.67	\$33.65	\$34.66

Classification	Hourly Rate	Hourly Rate 1 July 2025	Hourly Rate 1 July 2026
MD Grade 2	\$33.32	\$34.32	\$35.35
MD Grade 3	\$33.99	\$35.01	\$36.06
MD Grade 4	\$34.67	\$35.71	\$36.78
Scientist Level 1			
Grade 1.0	\$31.53	\$32.47	\$33.45
Grade 1.1	\$32.61	\$33.59	\$34.60
Grade 1.2	\$35.53	\$36.59	\$37.69
Grade 1.3	\$36.79	\$37.90	\$39.03
Grade 1.4	\$36.99	\$38.09	\$39.24
Grade 1.5	\$38.33	\$39.48	\$40.67
Grade 1.6	\$39.80	\$40.99	\$42.22
Grade 1.7	\$41.38	\$42.62	\$43.90
Scientist Level 2			
Grade 2.1	\$42.47	\$43.75	\$45.06
Grade 2.2	\$44.63	\$45.97	\$47.34
Grade 2.3	\$44.98	\$46.33	\$47.72
Grade 2.4	\$45.53	\$46.90	\$48.30
Grade 2.5	\$47.04	\$48.45	\$49.90
Grade 2.6	\$48.57	\$50.03	\$51.53
Scientist Level 3			
Grade 3.1	\$51.32	\$52.86	\$54.45
Grade 3.2	\$55.80	\$57.47	\$59.19
Grade 3.3	\$61.61	\$63.46	\$65.36
Grade 3.4	\$62.84	\$64.73	\$66.67
Grade 3.5	\$65.98	\$67.96	\$70.00
Shift Scientist			
SFT SCI Grade 1	\$40.96	\$42.18	\$43.45
SFT SCI Grade 2	\$42.82	\$44.10	\$45.42
SFT SCI Grade 3	\$44.95	\$46.30	\$47.69
SFT SCI Grade 4	\$46.42	\$47.81	\$49.24
SFT SCI Grade 5	\$47.85	\$49.29	\$50.76
Multi-disciplinary Scientist			
MD Grade 1	\$32.15	\$33.11	\$34.10
MD Grade 2	\$34.58	\$35.62	\$36.68
MD Grade 3	\$38.71	\$39.87	\$41.06
MD Grade 4	\$42.19	\$43.45	\$44.76
MD Grade 5	\$44.72	\$46.06	\$47.44

Table 2 – Allowances

Allowance	Description	On Commencement	1 July 2025*	1 July 2026*
Clause 18.1 /2	On call, paid per hour	\$5.20	\$5.36	\$5.52
Clause 18.1.3	On call on Christmas Eve / Day and New Years Eve	\$104.00	\$107	\$110
Clause 18.2	Motor Vehicle per km	\$0.99	\$0.99	\$0.99
Clause 18.3	Uniform per shift	\$0.32	\$0.32	\$0.32
Clause 18.3	Uniform per week	\$1.60	\$1.60	\$1.60
Clause 18.4	Surgical Cut-up per hour			
	· Trainee	\$1.04	\$1.07	\$1.10
	· Competent	\$1.56	\$1.61	\$1.66
	· Experienced	\$3.12	\$3.21	\$3.31
	· +Experienced	\$5.20	\$5.36	\$5.52
Clause 18.6	Meal Allowance once per overtime shift	\$16.20	\$16.20	\$16.20
Clause 18.7	District Allowance per hour	\$0.83	\$0.86	\$0.88
Clause 18.8	Hospital Ward Collection per hour	\$0.26	\$0.27	\$0.28
Clause 18.9	Domiciliary Collection per hour	\$0.26	\$0.27	\$0.28
Clause 18.10	After Hours Supervision per hour	\$1.50	\$1.55	\$1.59
Clause 18.11	Training Allowance per hour	\$1.50	\$1.55	\$1.59

*To take effect from the first full pay period to commence on or after the date.

Schedule 3 - Grandfathering Provisions

The following provisions apply only to those employees of the Employer who commenced employment prior to 21 October 2021 (the date of the commencement of the 2021 Agreement). An employee who leaves and subsequently returns and commences new employment is not entitled to the terms in this Schedule 3.

District Allowance

A District Zone Allowance prescribed in Schedule 2 (starting at \$0.83 per ordinary hour worked) will be paid to those employees who are employed:

- (a) within Kalgoorlie and the North-West region of Western Australia above the 26th parallel (i.e. Karratha, Broome, South Hedland); or
- (b) within the Northern Territory.

Redundancy

In substitution for clause 14.4.2, upon termination through redundancy an employee will receive a severance payment calculated as follows up to a maximum of 52 weeks at the base weekly rate of pay. The severance payment will be in addition to any notice provisions in this Agreement.

Continuous Service		Redundancy
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	12 weeks
7	At least 7 years but less than 8 years	14 weeks
	At least 8 years but less than 9 years	16 weeks
9	At least 9 years but less than 10 years	18 weeks
10	10 years and over	Two weeks for every completed year of service up to a maximum of 52 weeks.

Matter number:

AG2024/4523

Healius Pathology Pty Ltd t/as
Western Diagnostic Pathology
(Applicant)

Application:

Section 185 – Application for approval of a single
enterprise agreement, namely Western
Diagnostic Pathology & Health Services Union
Enterprise Agreement 2024 (Agreement)

Undertaking- Section 190

For and on behalf of Healius Pathology Pty Ltd t/as Western Diagnostic Pathology the Applicant in this matter, I, Rodney Rudling:

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

Shift Work (Clause 23.2)

3. Sub-clause 23.2 of the Agreement shall be read on the basis that it includes the following immediately after paragraph (f) (and shall form part of that sub-clause):

“Scientist Grade 1

For an employee classified as a Scientist Grade 1.1 through 1.7 (all pay points), extra pay for ordinary hours worked outside the span of ordinary hours will be as follows:

- (a) *Between 1800 hours and 2100 hours Monday – Friday, an extra 17.5% of the base hourly rate*
- (b) *After 2100 hours and up to 2400 hours Monday – Friday, an extra 30% of the base hourly rate*
- (c) *After 2400 hours and up to 0600 hours Monday – Friday an extra 17.5% of the base hourly rate*

Other Scientist Grades

For an employee in a Scientist classification and working a shift in the following table, extra pay for ordinary hours worked outside the span of ordinary hours will be as follows:

(a) Between 1800 hours and 2100 hours Monday – Friday, an extra 17.5% of the base hourly rate

(b) After 2100 hours Monday – Friday, as outlined in the following table:

Classification	Monday – Friday Shift ending	Penalty on the base hourly rate
Scientist Grade 2.4	after 2100 and at or before 2200 hours	an extra 25%
Scientist Grade 2.5	after 2100 and at or before 2200 hours	an extra 40%
Scientist Grade 2.5	after 2200 and at or before 2300 hours	an extra 25%
Scientist Grade 2.6	after 2100 and at or before 2200 hours	an extra 50%
Scientist Grade 2.6	after 2200 and at or before 2300 hours	an extra 30%
Scientist Grade 2.6	after 2300 and at or before 2400 hours	an extra 20%
Scientist Grade 3.5	after 2100 and at or before 2200 hours	an extra 55%
Scientist Grade 3.5	after 2200 and at or before 2300 hours	an extra 31%
Scientist Grade 3.5	after 2300 and at or before 2400 hours	an extra 21%

(c) After 2400 hours and up to 0600 hours Monday – Friday an extra 17.5% of the base hourly rate.

The rates in the table above and as set out for Scientist Grade 1 do not impact or apply to Shift Scientists or Multi-Disciplinary Scientists.

Personal/Carers Leave (Clause 28.6)

4. Clause 28.6 of the Agreement shall be read on the basis that it includes the following (and shall form part of that clause):

“The Employer will only make a deduction from any termination pay owing to the employee for personal/carers leave taken in advance of it accruing in circumstances where the employee has authorised the deduction in writing.”

Casual Loading

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

S1.7 Scientist

6. At clause S1.7 in Schedule 1 of the Agreement, where the following sentence occurs:

*"An employee **may** be appointed by the Employer to a higher pay point in this Grade based on relevant industry experience, or shall progress based on the following:"*

that sentence shall be read and applied as follows;

*"An employee **will** be appointed by the Employer to a higher pay point in this Grade based on relevant industry experience, or shall progress based on the following:"*

For clarity, this means the word "may" is replaced with the word "will" in this sentence where it occurs in clause S1.7 of Schedule 1.

Date signed:	19/02/2024	
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Rodney Rudling	
Signature:	