



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Clinical Laboratories Pty Ltd T/A Australian Clinical Laboratories
(AG2021/4473)

AUSTRALIAN CLINICAL LABS (VICTORIA) AND HEALTH SERVICES UNION MEDICAL SCIENTISTS AND TECHNICIANS ENTERPRISE AGREEMENT 2021 -2025

Health and welfare services

COMMISSIONER LEE

MELBOURNE, 7 MAY 2021

Application for approval of the Australian Clinical Labs (Victoria) and Health Services Union Medical Scientists and Technicians Enterprise Agreement 2021 -2025.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Clinical Labs (Victoria) and Health Services Union Medical Scientists and Technicians Enterprise Agreement 2021 -2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Clinical Laboratories Pty Ltd T/A Australian Clinical Laboratories. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

[4] The voting process for the Agreement commenced on 16 March 2021, therefore the 7-day access period started on the first full day after 8 March 2021. Employees were provided with the voting information on 9 March 2021. As such, the Employer did not provide employees with the voting information by the start of the access period as required under s.180(3). The Employer provided submissions in relation to this error. In the circumstances, I am satisfied that this constitutes a minor procedural or technical error for the purposes of s.188(2)(a). Furthermore, I am satisfied that the employees covered by the agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s.188(2) of the Act.

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

[6] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 58.5(b), 58.7(c) and 58.12 – Personal/Carer’s Leave
- Clause 62.1(f) and 62.10 – Long Service Leave
- Clause 63.2(b)(i), 63.3(f)(i), 63.8(a) and 63.8(b) – Parental Leave
- Clause 69.5(a)(i) – Public Holidays.

However, noting clause 4.2 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 May 2021. The nominal expiry date of the Agreement is 17 March 2025.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2021/4473

Applicant:
Clinical Laboratories Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Barbara Wing Shing, HR Business Partner have the authority given to me by Clinical Laboratories Pty Ltd to give the following undertakings with respect to the *Australian Clinical Labs (Victoria) and Health Services Union Medical Scientists and Technicians Enterprise Agreement 2021 - 2025* ("the Agreement"):

1. Clause 8.10 (**Definitions**) of the Agreement will be applied in such a manner that the definition of shift worker is a shift worker for the purposes of the National Employment Standards.

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



Signature

6 May 2021

Date

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 the agreement.

Australian Clinical Labs (Victoria) and Health Services Union Medical Scientists and Technicians Enterprise Agreement 2021-2025

Australian Clinical Labs (Victoria) and Health Services Union Medical Scientists and Technicians Enterprise Agreement 2021-2025

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PART A - PRELIMINARY

1. Title of Agreement

- 1.1. This Agreement is to be known as the *Australian Clinical Labs (Victoria) and Health Services Union Medical Scientists and Technicians Enterprise Agreement 2021 -2025*.

2. Agreement Coverage

- 2.1. This Agreement shall cover:
- (a) Clinical Laboratories Pty Ltd, trading as Australian Clinical Labs in Victoria (“Clinical Labs” and/or “Employer”); and
 - (b) The employees of Clinical Labs who are employed in Victoria in the classifications provided in Schedule 1 (“the Employees”); and
 - (c) The Health Services Union Victoria No. 3 Branch trading as the Victorian Allied Health Professionals Association (“VAHPA”); and,
 - (d) The Health Services Union Victoria No. 4 Branch trading as the Medical Scientists Association of Victoria (“MSAV”).
- 2.2. Clinical Labs will formally advise VAHPA and MSAV when the Agreement is made in order for VAHPA and MSAV to apply under s.183 of the *Fair Work Act 2009* to be covered by the Agreement.

3. Commencement and Period of Operation

- 3.1. This Agreement will commence operation seven days after its approval by the Fair Work Commission. The nominal expiry date of the Agreement is 4 years from the date of the successful ballot of the Agreement.
- 3.2. The parties agree to commence negotiation for a replacement agreement at least six months prior to the nominal expiry date of this Agreement.
- 3.3. This Agreement will continue in force until such time as it is terminated, varied or replaced by another agreement.

4. Relationship to NES and other Industrial Instruments

- 4.1. This Agreement operates to the exclusion of all other Awards, Enterprise Agreements and industrial instruments, unless expressly provided for in this Agreement or otherwise by operation law.
- 4.2. This Agreement shall be read in conjunction with the National Employment Standards (NES). No term of this Agreement shall be less favourable to Employees than the corresponding terms in the NES. Where a term of this Agreement is less favourable, the corresponding term of the NES will apply.

- 4.3. Employees who were covered by the *St John of God Pathology Victoria - Health Services Union - Caregiver Enterprise Agreement 2015* immediately prior to the commencement of operation of this Agreement will be entitled to the preserved entitlements prescribed in Schedule 3 to this Agreement (the Preserved Entitlements).
- 4.4. Within one month of commencement of the Agreement, Clinical Labs will notify the Employees who have the benefit of Preserved Entitlements, in writing, of their entitlement to the Preserved Entitlements. A copy of this correspondence will be kept on the Employee's file.
- 4.5. Disputes regarding whether an Employee has an entitlement to the Preserved Entitlements will be dealt with in accordance with the dispute settlement procedures of this Agreement.

5. Availability of this Agreement

- 5.1. A copy of this Agreement, and any documents specifically incorporated, will be made available to all Employees electronically either through the Clinical Labs Intranet or email to the Employee.

6. No Further Claims

- 6.1. This Agreement is in full and final settlement of all parties' claims and industrial matters for the nominal term of this Agreement and no party will raise or pursue any extra claims during the nominal term of this Agreement.

7. Savings

- 7.1. No Employee will have their base rate of pay reduced as a result of the introduction of this Agreement.

8. Definitions

For the purposes of this Agreement:

- 8.1. "Act" means the *Fair Work Act 2009* (Cth).
- 8.2. "Complying Superannuation Fund" means superannuation fund that has been issued with a Notice of Compliance by the Australian Tax Office.
- 8.3. "Continuous service" means the definition of continuous service as provided in the *Fair Work Act 2009* (Cth).
- 8.4. "Child" means a child of the Employee under school age or a child under school age who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- 8.5. "Eligible community service activity" means:

- (a) jury service that is required by or under a law of the Commonwealth or the State of Victoria; or
 - (b) a voluntary emergency management activity; or
 - (c) an activity prescribed in the Fair Work Regulations 2009 (Cth) that is of a community service nature as an eligible community service activity.
- 8.6. “Employee” means any person employed by Clinical Labs in Victoria in the classifications provided in Schedule 1 of this Agreement.
- 8.7. “Immediate family” includes:
- (a) Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of same or opposite sex to the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and
 - (b) Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- 8.8. “National Employment Standards” or “NES” means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth).
- 8.9. “Regular casual Employee” means a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this Agreement.
- 8.10. “Shift Worker” means an employee who works 4 or more ordinary hours on 10 or more weekends throughout the qualifying 12 months period of service.
- 8.11. “Union or Unions”– means the Health Services Union Victorian No. 3 Branch trading as the Victorian Allied Health Professionals Association or VAHPA; and the Health Services Union Victoria No. 4 Branch trading as the Medical Scientists Association of Victoria or MSAV.

PART B – CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION

9. Consultation

9.1. This term applies if Clinical Labs:

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

Major change

9.2. For a major change referred to in 9.1:

- (a) Clinical Labs must notify the relevant Employees and relevant union(s) of the decision to introduce the major change; and
- (b) sub-clauses 9.3 to 9.9 apply.

9.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.4. If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise Clinical Labs of the identity of the representative;

Clinical Labs must recognise the representative.

9.5. As soon as practicable, but within seven to ten days after making its decision, Clinical Labs must:

- (a) discuss with the relevant union(s) and relevant Employees (and their appointed representatives):
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures Clinical Labs are taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion - provide, in writing, to the relevant union(s) and relevant Employees (and their appointed representatives):
 - (i) all relevant information about the change including the nature of the change proposed; and

- (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 9.6. However, Clinical Labs is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.7. Clinical Labs must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Clinical Labs, the requirements set out in sub-clauses 9.2(a), 9.3 and 9.5 are taken not to apply.
- 9.9. In this term, a major change is likely to have a significant effect on Employees if it results in:
 - (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of Clinical Labs' workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 9.10. For a change referred to in clause 9.1(b):
 - (a) Clinical Labs must notify the relevant Employees and of the proposed change; and
 - (b) sub-clauses 9.11 to 9.15 apply.
- 9.11. The relevant Employees may appoint a representative (including a union) for the purposes of the procedures in this term.
- 9.12. If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative (including a union) for the purposes of consultation; and

- (b) the Employee or Employees advise Clinical Labs of the identity of the representative;

Clinical Labs must recognise the representative.

9.13. As soon as practicable after proposing to introduce the change, Clinical Labs must:

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

9.14. However, Clinical Labs is not required to disclose confidential or commercially sensitive information to the relevant Employees.

9.15. Clinical Labs must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

9.16. In this clause:

"*relevant employees*" means the Employees who may be affected by a change referred to in sub-clause 9.1.

10. Individual Flexibility Agreement

10.1. Clinical Labs and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and

- (b) the arrangement meets the genuine needs of Clinical Labs and Employee in relation to one or more of the matters mentioned in sub-clause 10.1(a); and
 - (c) the arrangement is genuinely agreed to by Clinical Labs and Employee.
- 10.2. Clinical Labs must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 10.3. Clinical Labs must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes its name and the name of the Employee; and
 - (c) is signed by Clinical Labs and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 10.4. Clinical Labs must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5. Clinical Labs or the Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if Clinical Labs and Employee agree in writing - at any time.

11. Flexible Working Arrangements

- 11.1. An Employee may request a change in working arrangements in accordance with section 65 of the Act in circumstances where the Employee is:
- (a) the parent or has the responsibility for the care of a child who is of school age or younger;
 - (b) a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or
 - (f) provides care or support to a member of the Employee's immediate family, or a member of the Employee's immediate household, who requires care or support because the member is experiencing violence from the member's family.
- 11.2. A request must be in writing and set out details of the change sought and the reasons for the change. The Employer must respond in writing to the request within 21 days stating whether the request has been granted or refused. If refused the response must include details of the reasons of the refusal. The Employer may only refuse the request on reasonable business grounds (as defined in s 65(5A) of the Act.)
- 11.3. Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- (a) the needs of the employee arising from their circumstances;
 - (b) the consequences for the employee if changes in working arrangements are not made; and
 - (c) any reasonable business grounds for refusing the request.
- 11.4. If the employer and the employee reached an agreement on a change in working arrangements that differs from that initially requested by the employee, the employer must document the agreed change(s) in working arrangements.
- 11.5. In the event that Clinical Labs refuses a request, and agreement has not been reached after the above discussions:
- (a) The written response under s.65(4) of the Act from Clinical Labs must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

- (b) If the employer and employee could not agree on a change in working arrangements the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements

11.6. To avoid doubt, and without the above, an Employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the Employee to care for the child.

11.7. The Employee is not entitled to make a request unless:

- (a) for an Employee other than a casual employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- (b) for a casual employee – the Employee:
 - (i) is a long term casual Employee of the Employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

12. Dispute Resolution

12.1. If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

12.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

12.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level

12.4. In the first instance the Employee shall attempt to resolve the issue with their immediate supervisor. The Employee has the right to have their representative present.

- 12.5. If the matter is not resolved, it shall be referred to the Department head. The Employee has the right to have their representative present.
- 12.6. If the matter is still not resolved, then it shall be referred to senior management.
- 12.7. It is agreed the above steps shall take place within seven (7) days.
- 12.8. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 12.9. It is acknowledged that disputes of a collective character may be more appropriately dealt with by early referral to the Department Head or Senior Management depending on the nature of the issue. A dispute of a collective character may not be referred to the Commission without firstly attempting to resolve the dispute at the workplace level.
- 12.10. The Fair Work Commission may deal with the dispute in two stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 12.11. Where a member of the FWC has exercised conciliation/mediation powers in relation to the dispute, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 12.12. While the parties are trying to resolve the dispute using the procedures in this clause:
 - (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by Clinical Labs to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or

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

12.13. An Employee who is a party to the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

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

13. Investigations and Discipline Procedures

13.1. Where necessary, the Employer may suspend an employee from duty on their full rate of pay for a period as is reasonably necessary to conduct an investigation or to finalise disciplinary action in accordance with this clause.

Investigative Procedure

13.2. When there are questions raised about the Employee's performance, conduct or behaviour Clinical Labs will advise the Employee of the concerns and any allegations in writing. Where appropriate, the Employer will conduct an investigation having proper regard to procedural fairness and the factors set out below.

13.3. Important procedural factors include:

- (a) The Employer must take all reasonable steps to give the Employee a reasonable opportunity to respond to any concerns or allegations;
- (b) The Employer will explain the reason for any interview that is to be conducted;
- (c) The Employer will provide the Employee with sufficient detail of its concerns or allegations to enable the Employee to prepare their response;
- (d) The Employee will be given a reasonable opportunity to provide a response to the concerns or allegations. This will include personally detailing their version of events;
- (e) If the Employee raises an issue in their response to the concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the matter;
- (f) The Employee will be given a reasonable opportunity to arrange for a support person or representative of the Employee's choice to attend all

Interviews or meetings conducted by the Employer with the Employee provided that this shall not unduly delay processes.

Disciplinary Action

- 13.4. If, after the investigation (if any), the Employer believes that a breach of performance, conduct or behaviour warranting disciplinary action has occurred, a meeting will be scheduled with the Employee. The employee may request a support person or representative be present at this meeting.
- 13.5. After considering the Employee's responses and all the information reasonably available on the matter, the Employer may, having regard to the extent or degree of the Employee's breach of performance or behavioural standards or misconduct:
- (a) Take no further action;
 - (b) Counsel the Employee identify and provide any appropriate training;
 - (c) Issue a first warning;
 - (d) Issue a second warning;
 - (e) Issue a final warning;
 - (f) Dismiss the Employee with notice where the Employee's breach of performance standards or conduct has continued after prior warnings have been given, and the Employee is not performing at the required standard;
 - (g) Dismiss the Employee without notice where the Employee's conduct amounts to serious misconduct within the meaning of the Act;
 - (h) As an alternative to termination for serious misconduct, Clinical Labs may issue the employee with a final warning. This does not affect Clinical Lab's right to terminate the employee's employment where a further act of serious misconduct occurs.
- 13.6. The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
- 13.7. If after any warning, a period of 12 months elapses without any further warning being required (or a period of 18 months in the case of a final warning), all adverse reports relating to the warning will no longer be relied on for the purpose of this clause.

NOTE: For the purpose of this clause, ***serious misconduct*** will have the same meaning as defined under the Act and its regulations. Currently the regulations define serious misconduct, in part, as:

- (i) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;

- (ii) conduct that causes serious and imminent risk to:
 - A. the health or safety of a person; or
 - B. the reputation, viability or profitability of the employer's business.

Conduct that is serious misconduct includes each of the following:

- (iii) the Employee, in the course of the Employee's employment, engaging in:
 - A. theft; or
 - B. fraud; or
 - C. assault;
- (iv) the Employee being intoxicated at work;
- (v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

PART C – TERMS AND CONDITIONS OF EMPLOYMENT

14. Categories of Employment

- 14.1. Employees may be employed by Clinical Labs in one of the following categories:
- (a) Full-time;
 - (b) Part-time;
 - (c) Fixed-term (full-time or part-time); or
 - (d) Casual employment.
- 14.2. At the time of engagement Clinical Labs will inform, in writing, each Employee of the terms of their engagement, their classification, and, in particular, whether they are to be employed on a full-time, part-time, casual or fixed-term basis.
- 14.3. Clinical Labs may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification.
- 14.4. Any alteration to an employee's classification will be notified to the employee in writing within 7 days of the change.

15. Full-time Employment

A full-time Employee means an Employee who is engaged to work:

- (a) 38 ordinary hours per week; or
- (b) an average of 38 ordinary hours per week in a fortnight or 4 week period.

16. Part-time Employment

- 16.1. A part-time Employee means an Employee who is engaged to work less than an average of 38 ordinary hours per week and has reasonably predictable hours of work.
- 16.2. Before commencing employment, Clinical Labs and an Employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the Employee will work, and the starting and finishing times each day.
- 16.3. The terms of the agreement in clause 16.2 may be varied by agreement and recorded in writing.
- 16.4. The terms of this Agreement will apply on a pro-rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.

Ad-hoc additional part-time hours

- 16.5. A part-time Employee who agrees to work additional hours or additional shifts within the limits of ordinary hours for full-time Employees shall have that additional time paid at ordinary rates (plus shift or other penalties where applicable) and shall count towards the accrual of leave entitlements. A part-time Employee who agrees to work additional hours or additional shifts in excess of the limits for ordinary hours for full-time Employees shall have those additional hours paid as overtime.
- 16.6. Refer to clause 50 for part time overtime.

Review of part-time hours

- 16.7. Where the Employee is regularly working more than their specified contracted hours for a period of 12 months or more and those hours are reasonably expected to continue, they may request that their contracted hours are reviewed by their Manager.
- 16.8. The Manager will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated into any adjustment made:
- (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
 - (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.
- 16.9. The change in hours will be confirmed in writing.

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

17. Fixed-Term Employment

- 17.1. A full-time or part-time Employee may be engaged on a fixed-term basis.
- 17.2. A fixed-term Employee is an Employee who is:
- (a) Engaged for a specified period of time; or
 - (b) Engaged to complete a specified task.
- 17.3. A fixed-term employee will receive equivalent pay and conditions to those of full-time or part-time Employees covered by this Agreement.
- 17.4. It is not the intent of Clinical Labs to continually roll over fixed-term contracts.

- 17.5. Fixed term employment will only be offered for genuine fixed term engagements, including but not limited to:
- (a) Special projects;
 - (b) temporary increase of workload (for example, where the employer has a contract to provide defined services for a short term period);
 - (c) long term WorkCover relief;
 - (d) parental leave relief; and
 - (e) long service leave relief.

18. Casual Employment

- 18.1. A casual Employee is an Employee engaged as such on an hourly basis to work up to and including an average of 38 ordinary hours per week pursuant with clause 40 of this Agreement.
- 18.2. A casual Employee shall be paid per hour worked an amount equal to 1/38th of the full-time ordinary rate appropriate to the Employee's classification plus a 25% loading.
- 18.3. The casual loading will be calculated on the ordinary rate and will not be compounded with any other loading, overtime rate, allowance or penalty.
- 18.4. A casual Employee will be engaged for a minimum of three hours per shift.

19. Casual conversion

- 19.1. An Employee engaged as a regular casual Employee may request that their Employment be converted to full-time or part-time employment:
- (a) A regular casual Employee who has worked equivalent full-time hours for a minimum of 12 months may request to have their employment converted to full-time employment.
 - (b) A regular casual Employee who has worked less than equivalent full-time hours for a minimum of 12 months may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 19.2. Any request under this clause must be in writing and provided to Clinical Labs.
- 19.3. Where a regular casual Employee seeks to convert to full-time or part-time employment, Clinical Labs may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- 19.4. Reasonable grounds for refusal include that:

- (a) it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement— that is, the casual Employee is not truly a regular casual employee as defined in clause 8 of this Agreement;
 - (b) it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months;
 - (c) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- 19.5. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 19.6. Where Clinical Labs refuses a regular casual Employee's request to convert, Clinical Labs must provide the casual Employee with Clinical Lab's reasons for refusal in writing within 21 days of the request being made.
- 19.7. If the Employee does not accept Clinical Lab's refusal, this will constitute a dispute that will be dealt with under the Dispute Resolution procedure as provided in clause 12. Under that procedure, the Employee or Clinical Labs may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- 19.8. Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, Clinical Labs and Employee must discuss and record in writing:
- (a) the form of employment to which the Employee will convert – that is, full-time or part-time employment; and
 - (b) if it is agreed that the Employee will become a part-time employee, the matters referred to in clause **Error! Reference source not found.**
- 19.9. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 19.10. Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of Clinical Labs.
- 19.11. A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

- 19.12. Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits Clinical Labs to require a regular casual Employee to so convert.
- 19.13. Nothing in this clause requires a Clinical Labs to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.

20. Vacancies

- 20.1. Where a vacancy arises, and a replacement is approved, the responsible manager will initiate action to advertise the vacant position internally at first instance and then externally if necessary.
- 20.2. Where it is impracticable to seek internal applicants for the vacancy, the employer may advertise for internal/external applicants concurrently.

21. Notice of Termination by Employer

- 21.1. Except where the conduct of the Employee justifies instant dismissal, at least 4 weeks' notice of termination of employment shall be given by either the Employer or the Employee, or four week's wages paid (or forfeited as the case may be) in lieu of notice. The period of notice may be reduced by mutual agreement between Clinical Labs and the Employee.
- 21.2. In addition to the period of notice prescribed in clause 21.1, Employees over 45 years of age at the time of the giving of the notice with not less than two years of continuous service are entitled to an additional week of notice.
- 21.3. Clinical Labs may make payment in lieu of notice where the appropriate notice is not required to be worked. Alternatively, employment may be terminated by Clinical Labs requiring the Employee to work part of the required period of notice and by Clinical Labs making payment in lieu for the remainder of the period of notice.
- 21.4. The required amount of payment in lieu of notice must be at least the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, Clinical Labs would have become liable to pay to the Employee. That total must be calculated on the basis of:
- (a) the Employee's ordinary hours of work; and
 - (b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (c) any other amounts payable under the Employee's contract of employment.
- 21.5. Notice of termination does not apply:
- (a) in the case of dismissal for serious misconduct;

- (b) to Employees engaged for a specific period of time or for a specific task or tasks, and their employment ends at the end of that specific period of time or completion of those task(s);
- (c) an Employee to whom a training agreement applies and whose employment is for a specified period or is, for any other reason, limited to the duration of the training agreement (and their employment ends at the conclusion of the specified period or completion of the training agreement); or
- (d) to casual Employees.

22. Notice of Termination by an Employee

- 22.1. The notice of termination required to be given by an Employee is the same as that required of Clinical Labs, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 22.2. If an Employee fails to give the required notice, Clinical Labs may withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the Employee.

23. Redundancy

- 23.1. Redundancy is provided for in the NES. This clause contains additional terms.
- 23.2. Redundancy occurs where Clinical Labs has made a definite decision that Clinical Labs no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 23.3. The parties are committed to ongoing employment and the creation of future employment opportunities.
- 23.4. The procedure for redundancies is as follows:
 - (a) Clinical Labs identifies positions which may be in excess.
 - (b) Clinical Labs makes a definite decision that roles are no longer required.
 - (c) Consultation will commence whereby this decision will be communicated to relevant employees and the relevant union(s) if applicable.
 - (d) Formal written communication will be provided to employees and their representatives in respect to the reductions of FTE and the proposed process.

- (e) Discussions will take place with the identified employees and the union(s) (if applicable), which will include discussions in respect to identification of any redeployment opportunities.
- (f) If there is no suitable redeployment, the employee will be made redundant.

24. Redeployment Process

- 24.1. An employee whose position is no longer required by Clinical Labs will be offered suitable redeployment where such opportunities exist within Clinical Labs.
- 24.2. Suitability for appointment to a redeployment position will be based on the employee having the appropriate skills and qualifications or the potential to develop capability with reasonable training.
- 24.3. Assessment of the employee for redeployment will be made by the relevant Manager in conjunction with Human Resources.
- 24.4. An employee who is offered a suitable redeployment opportunity who does not accept the position, will not be entitled to a redundancy package.

25. Suitable Redeployment

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

- 25.1. Is a position that the employee is qualified to perform, or otherwise could undertake with reasonable training;
- 25.2. Has the same classification level and pay as the current position (or is otherwise acceptable to the employee);
- 25.3. Is a reasonable distance from the employees current work location;
- 25.4. Has regard to the number of ordinary hours normally worked by the employee;
- 25.5. Takes into account the employee’s personal circumstances, including family responsibilities.

26. Salary Maintenance

- 26.1. Where a full-time or part-time employee has accepted redeployment to a position with a reduction in their regularly rostered hours of more than 15% as suitable redeployment in accordance with clauses 24 and 25 (the adjusted contracted hours), salary maintenance will occur for the employee’s previous regularly rostered hours on the following basis:

Service	Salary Maintenance Period
Less than 2 years’ service	4 weeks

2 year's but less than 3 years' service	6 weeks
3 year's but less than 4 years' service	9 weeks
4 years' service or more	12 weeks

- 26.2. If during the salary maintenance period Clinical Labs offers the employee a temporary or ongoing increase in their adjusted contracted hours, which is consistent with previous regularly rostered hours, the employee must accept this offer or forego salary maintenance for those hours offered between their adjusted and previous regularly rostered hours.
- 26.3. An employee in receipt of salary maintenance may elect (with or without limitation), in writing, to accept additional shifts/hours that become available outside of their previous regularly rostered hours. Where an employee makes such an election Clinical Labs will, during the salary maintenance period, preferentially offer any additional ongoing hours/shifts to that employee consistent with their election. If the employee does not accept this offer, they will forego salary maintenance for those hours offered between their adjusted contracted hours and their previous regular rostered hours.
- 26.4. At the end of the salary maintenance period should no ongoing increase in their adjusted contracted hours be identified the employee will be paid in accordance with their adjusted contracted hours.
- 26.5. An employee entitled to salary maintenance will have their long service leave accruals preserved before redeployment for a period of 12 months. Specifically, the value of the leave immediately prior to redeployment will be maintained and the employee may access such leave for a period of 12 months.
- 26.6. For the purposes of this clause "regularly rostered hours" means those hours regularly and systematically worked by the employee for the 6 month period immediately prior to redeployment but does not include hours undertaken on a fixed term or temporary basis to replace another employee on extended leave (e.g. parental leave, long service leave or long term personal/carers leave).
- 26.7. The provisions of this clause replace any entitlement that an employee may otherwise have under clause 27.7 of this Agreement.

27. Redundancy Pay

- 27.1. In addition to the periods of notice of termination prescribed in clause 21.1, an Employee whose employment is terminated by reason of redundancy shall be entitled to the following amount of redundancy pay (calculated on the base rate of pay) in respect of their period of continuous service:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks

At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	9 weeks
At least 4 years but less than 5 years	12 weeks
At least 5 years but less than 6 years	15 weeks
At least 6 years but less than 7 years	16 weeks
At least 7 years but less than 8 years	17 weeks
At least 8 years but less than 9 years	18 weeks
At least 9 years but less than 10 years	19 weeks
At least 10 years	20 weeks

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

27.3. This clause does not apply to:

- (a) employees terminated because of serious misconduct that justifies dismissal without notice;
- (b) employees with less than one year of continuous service;
- (c) trainees to whom a training agreement applies and whose employment is for a specified period or is, for any other reason, limited to the duration of the training agreement (and their employment ends at the conclusion of the specified period or completion of the training agreement);
- (d) employees engaged for a specific period of time or for a specified task or tasks and their employment ends at the end of that specific period of time or completion of those task(s); or
- (e) casual employees.

27.4. An application to vary the amount of redundancy pay prescribed above may be made by Clinical Labs to the Fair Work Commission on the basis of Clinical Labs' incapacity to pay.

27.5. Employee Leaving During Notice Period

An Employee whose employment is to be terminated on the grounds of redundancy may terminate their employment during the period of notice. In this circumstance, the Employee shall be entitled to receive the benefits and payments they would have received under this clause had the Employee remained with Clinical Labs until the expiry of such notice but shall not be entitled to payment in lieu of notice.

27.6. Alternative Employment

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

27.7. Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and Clinical Labs may at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

28. Job Search Entitlement (Redundancy)

28.1. During the period of notice of termination given by Clinical Labs in circumstances of redundancy, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

28.2. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of Clinical Labs, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

29. Certificate of Service

29.1. Upon request from an Employee, the Employer will provide a certificate of service on Clinical Labs letterhead outlining the following:

- (a) The Employee's classification, rate of pay and regular allowances;
- (b) The Employee's Date of commencement and termination;
- (c) The Employee's usual workplace/location;
- (d) The Employee's category of employment i.e. full-time, part-time;
- (e) The Employee's fortnightly hours on commencement and on termination;
- (f) A summary of the Employee's electronically available training undertaken during employment.

29.2. Clinical Labs will provide the certificate of service no later than 8 weeks after the request by an Employee.

PART D – CLASSIFICATIONS, WAGES AND RELATED MATTERS

30. Classification Structure

Employees will be classified in accordance with the classification structure as outlined in Schedule 1 to this Agreement.

31. Wages

The wage rates for each classification are set out in Schedule 4 to this Agreement.

32. Wage Increases

32.1. This Agreement provides for the following increases to wages and most allowances, as set out in this clause and Schedule 4 of this Agreement:

- (a) 2.5% from the first full pay period commencing on or after a successful ballot of the Agreement;
- (b) 2.25% from the first full pay period commencing on or after 12 months from a successful ballot of the Agreement;
- (c) 2.25% from the first full pay period commencing on or after 24 months from a successful ballot of the Agreement;
- (d) 2.25% from the first full pay period commencing on or after 36 months from a successful ballot of the Agreement;

32A Lump Sum Payment

32A.1 Eligibility

Employees eligible to receive lump sum payments in accordance with this clause are full time and part-time Employees who were employed by Clinical Labs on the date of the successful ballot of the Agreement and who were continuously employed by Clinical Labs since the expiry of the relevant Enterprise Agreement detailed below:-

- (a) St John of God Pathology Victoria - Health Services Union - Caregiver Enterprise Agreement 2015;
- (a) Healthscope Pathology - Victoria – Medical Scientists & Technicians - Enterprise Agreement 2014-2017.

32A.2 Lump Sum Amount

Eligible employees are entitled to a lump sum payment of;

- (a) \$625 for full time Employees (pro rata for part time employees) of Clinical Labs previously employed under the St John of God

Pathology Victoria - Health Services Union - Caregiver Enterprise Agreement 2015;

- (b) \$625 for full time employees (pro rata for part time employees) of Clinical Labs previously employed under the Healthscope Pathology - Victoria – Medical Scientists & Technicians - Enterprise Agreement 2014-2017.

The pro rata lump sum payment for part time employees is calculated on the basis of the ordinary hours of work paid to the employee for the weekly pay period ending on 28 February 2021.

32A.3 Payment of Lump Sum

The lump sum payment detailed above will be paid within 30 days of a successful ballot of the Agreement.

33. Allowances

33.1. Higher Duties

An Employee authorised to assume the duties of another Employee on a higher classification under this Agreement for a period of a week or more shall be paid for the period for which they assumed such duties, at not less than the minimum rate prescribed for the classification applying to the Employee being relieved.

A week can be working less than 5 days, in the case of Part Time Employees.

33.2. Meal Allowance

An Employee shall be paid the meal allowance as specified in Schedule 4 of this Agreement or supplied with an adequate meal in addition to any overtime payment as follows:

- (a) When overtime in excess of one hour is worked after the usual time of ceasing work for the day;
- (b) When recalled to duty outside of usual working hours for a period in excess of two hours, and when the time of such recall coincides with or over-runs normal meal time.

33.3. Uniforms and Protective Clothing

- (a) Employees required by Clinical Labs to wear Laboratory coats will be supplied with an adequate number of such Laboratory coats at no cost to the Employee.
- (b) Laboratory coats shall remain the property of Clinical Labs and be laundered and maintained by Clinical Labs at no cost to the Employee.

- (c) In addition, Clinical Labs will provide gloves, masks, protective clothing and safety appliances as are required for an Employee to properly and safely perform their job function.

Damaged clothing

- (d) Where an Employee, in the course of their employment suffers any damage to or soiling of clothing (excluding hosiery), Clinical Labs will be liable for the replacement, repair or cleaning of such clothing provided immediate notification is given of such damage or soiling. This clause will not apply where the damage or soiling is caused by the negligence of the Employee.

33.4. Travel Allowance

All Employees

- (a) An Employee who is required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance as specified in Schedule 4 of this Agreement.
- (b) When an Employee is involved in travelling on duty, if Clinical Labs does not provide the appropriate transport and accommodation, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Clinical Labs on production of receipts or other evidence acceptable to Clinical Labs. Authorisation must be given prior to costs being incurred.
- (c) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in sub-clause (b) which exceed the mode of transport, meals or the standard of accommodation agreed with Clinical Labs, for these purposes.

33.5. Mobile Telephone Allowance

Employees who are required to use a mobile telephone or other communication device to undertake their directed duties shall be provided with such mobile telephone or other communication device free of charge by Clinical Labs.

Where a mobile telephone or other communication device is not provided in accordance with the above, an allowance will be paid in accordance with Schedule 4.

33.6. Cut Up Allowance

The Histology Allowance is based upon the NPACC guidelines for the Performance of Pathology Surgical Cut –Up definitions for simple and non-complex specimens.

Simple Cut-up: Attracts no allowance as it forms a normal part of the Scientists' duties.

Non Complex Cut-up: An allowance as specified in Schedule 4 where a Scientist performs 30 specimens or more/shift. Scientists required to perform this function will be trained according to NPACC guidelines.

33.7. Higher Qualifications Allowance

A Scientist who has a higher qualification, as specified in clause 33.7 (a) and (b), shall be entitled to be paid an allowance in accordance with Schedule 4.

- (a) MAACB, MSc, MAppSc, MAIP, HGSACC or other recognised equivalent degree of qualification from a tertiary institution.
- (b) FAACB, FAIMS, D.Sc. PhD, FMLS or member of the Royal College of Pathologists or equivalent.

The qualification must be relevant to the Scientist's current position held or area of work.

Only one allowance shall be payable per Employee, being the highest allowance mostly relevant to the Scientist's current area of work. The allowance shall be pro-rata for part time Employees.

The allowance will only be payable to employees in receipt of the allowance on the date of the successful ballot on the Agreement.

34. Payment of police checks

- 34.1. Clinical Labs reserves the right to conduct police and licence check during the pre-employment process as well during the employment period. When requested Employees shall provide relevant details and approvals to enable police and licence checks to be conducted. Where Clinical Labs requires an Employee to conduct a police record check or a Working With Children Check during their employment, Clinical Labs will pay the Employee's reasonable expenses.

35. Superannuation

- 35.1. Clinical Labs shall contribute on behalf of each eligible Employee an amount of superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) into a complying superannuation fund of the Employee's choice.
- 35.2. If an Employee does not nominate a superannuation fund within 28 days of commencement of employment, Clinical Labs will pay the superannuation contributions to the Health Employees Superannuation Trust Australia (HESTA) or Aware Super (or any successor funds so named) which offer a MySuper product.

36. Salary Sacrifice

- 36.1. In accordance with the relevant taxation legislation, an Employee may elect to sacrifice a part of the rate of pay specified in this Agreement to a

superannuation fund. For the purposes of WorkCover and Clinical Labs' obligations in respect of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, any amount sacrificed shall form part of the Employee's ordinary time earnings.

- 36.2. The amount of salary sacrificed may be altered once per annum on the basis of the Employee providing at least 30 days' notice in writing of the required change.
- 36.3. Employees are encouraged to seek independent financial advice prior to entering into any form of salary sacrifice and Clinical Labs will not be responsible for that advice or any outcome which may result from it.

37. Payment of Wages

- 37.1. Subject to any individual arrangement between Clinical Labs and an Employee, wages shall be paid fortnightly in accordance with existing practices.
- 37.2. Wages shall be paid according to the actual ordinary hours worked each pay period.
- 37.3. Wages shall be paid fortnightly in arrears by electronic funds transfer into the Employee's nominated bank account.
- 37.4. When an employee's employment ends for any reason, payment of all wages and other monies owing will be made in the normal fortnightly pay cycle.

38. Payment errors

Overpayment of Wages

- 38.1. Where an Employee is overpaid, Clinical Labs will provide written advice to the Employee of the amount and nature of the overpayment. Clinical Labs and the Employee will meet with a view to reaching mutual agreement on the fortnightly amount and period over which the overpayment will be repaid. The Employee may choose to have a representative (including a Union) for the purpose of these discussions. The agreed repayment schedule will take into account the amount of the overpayment and the personal circumstances of the Employee. An Employee will not unreasonably refuse to reach agreement with Clinical Labs on a repayment schedule.

Underpayment of Wages

- 38.2. Where an employee is underpaid for work performed, Clinical Labs will rectify the underpayment in the following pay cycle, subject to the following. Where an underpayment of wages occurs by reason of an error by Clinical Labs, involving a quantum of 25 per cent or more of the employee's ordinary hours of work, the payment will be corrected within 72 hours of Clinical Labs identifying or being notified of the underpayment. This will not apply where Clinical Labs and the Employee are in genuine dispute as to whether the monies are owed to the Employee.

39. Supported Wage System

The provisions of Schedule D of the *Health Professionals and Support Services Award 2020* will apply to Employees covered by this Agreement who are eligible to be paid a supported wage because of the effects of a disability.

PART E– HOURS OF WORK AND RELATED MATTERS

40. Ordinary Hours of Work

- 40.1. The ordinary hours of work for all Employees will be a maximum of 38 ordinary hours per week averaged over a fortnight or four week period.
- 40.2. Ordinary hours are worked in shifts of no more than 8 hours duration, or by agreement with an employee affected up to shifts of ten hours duration.
- 40.3. Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day or shift.
- 40.4. There will be a minimum 10 hour break period between rostered ordinary hours of duty. However, by agreement, an Employee can agree to have a minimum break period of less than 10 hours, but at least 8 hours, where such arrangement meets their genuine personal needs and is initiated by the Employee. Where agreement is reached in relation to this matter, it will be recorded in writing, with a copy kept on the employee file.

41. Minimum engagement

All employees will be guaranteed a minimum of 2 hours consecutive engagement.

42. Span of hours

Unless otherwise stated, the ordinary hours for a day worker will be worked between 6.30am and 6.30pm Monday to Friday in the case of a Scientist, or 6.30am and 6.00pm for a Pathology Technician.

43. Shift Work

43.1.

- (a) An Employee working an afternoon/morning shift comprising rostered hours of ordinary duty finishing after 6:30pm in the case of a Scientist or 6:00pm in the case of a Pathology Technician but no later than midnight or commencing between 5.00am and 6.30am shall be paid for any such periods of duty as per Schedule 4. Afternoon/Morning Shift Allowance.
- (b) An Employee working a night shift comprising rostered hours of ordinary duty finishing on the day after commencing duty or an early shift commencing at or after midnight and before 5.00am, shall be paid for any such periods of duty as per Schedule 4 Night Shift Allowance.
- (c) Provided that in the case of an Employee permanently working night shift of any such rostered hours of duty they shall be paid for any such period of duty as per Schedule 4 Permanent Night Shift Allowance.

- 43.2. “Permanently working” shall mean working a night shift roster for any period in excess of four consecutive weeks.

Change of shift allowance

- 43.3. In the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first they shall be paid the Change of Shift allowance outlined in Schedule 4 for each such change in addition to any amounts payable.
- 43.4. Notwithstanding the above, the change of shift allowance is not payable:
- (a) Where an employer agrees to a request in writing made on behalf of one or more of their employees for changes in shifts; or
 - (b) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, accrued days off, rostered days off and public holidays.

44. Weekend Work and Public Holidays

- 44.1. For all ordinary hours worked between midnight Friday and midnight Sunday, an employee will be paid their ordinary hourly rate, plus an additional 50% loading.
- 44.2. A casual Employee who works on a Saturday or Sunday will be paid a loading of 75% for all time worked instead of the casual loading of 25%.
- 44.3. If an Employee works on a public holiday they shall be paid double time and a half for the time worked.

45. Meal Breaks

- 45.1. An Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- 45.2. Provided that at the request of the Employee, and with the prior agreement of Clinical Labs, where shifts in excess of five working hours and up to six working hours are undertaken, an Employee may:-
- (a) In lieu of a meal break, finish the shift 30 minutes earlier; or
 - (b) be rostered to work a shift of up to six working hours without an unpaid meal break.
- 45.3. The time of taking the meal break may be varied by agreement between Clinical Labs and an Employee or Employees.
- 45.4. Employees who work remotely or without close supervision are required to take meal breaks in accordance with this clause.
- 45.5. Where an Employee is not able to be relieved from duty to enable them to take a meal break, and with the authority of or after making reasonable efforts to notify their relevant supervisor/manager, the employee will be paid for the break

at time and a half. For the purpose of this clause, duty shall include the requirement to remain contactable by telephone or pager.

- 45.6. Each Employee undertaking a night shift who is not relieved from duty (and on call) during the rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.

The above crib time arrangement may also be adopted in any case where there is mutual agreement between the Employer and Employee.

46. Rest Pauses

- 46.1. Every Employee will be entitled to a paid 10 minute rest pause in each four hours worked or part thereof greater than 1 hour, to be taken at a time to be agreed between Clinical Labs and Employee.
- 46.2. Subject to agreement between Clinical Labs and an Employee or Employees, such breaks may alternatively be taken as one 20 minute rest pause.
- 46.3. Rest Pauses will count as time worked.
- 46.4. Rest pauses shall be taken at times directed by Clinical Labs in order to suit the convenience of Clinical Labs and so as not to interfere with the continuity of work.

47. Rosters

- 47.1. A roster of at least 14 days duration setting out Employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted to Employees at least 14 days before it comes into operation in each work location and where it may be readily seen by Employees (and representatives of the Unions on giving 24 hours' notice, having complied with right of entry notice requirements in accordance with the Act).
- 47.2. Subject to clause 40.4, the roster or rosters shall be drawn up so as to provide at least 10 hours between successive ordinary shifts.
- 47.3. Except as in emergency situations, seven days' notice shall be given of a change in roster.

Change of roster

- 47.4. Where a change of roster is required by Clinical Labs, without seven (7) days' notice, and not by request or agreement by the employee, the employee will be paid a change of roster allowance in accordance with Schedule 4.
- 47.5. In lieu of the ordinary rostering arrangements, by agreement, an employee may fix their roster.
- 47.6. An employee may cancel their fixed roster at any time, by giving written notice to Clinical Labs. In such cases, the employee's roster will revert to the ordinary

rostering arrangements from the commencement of the next full roster period, being not less than five clear days after their cancellation is received by Clinical Labs.

- 47.7. Notwithstanding any other provision of this Agreement, clause 47 shall not apply to casual Employees.
- 47.8. Where it is practical to do so, the employer will roster employees in such a manner that provides full time employees with at least two (2) consecutive days off duty in any one (1) week, unless otherwise agreed with the employee or required by the employer due to genuine operational reasons.
- 47.9. Where it is practical to do so, the employer will roster employees in such a manner that provides part-time employees with at least two (2) consecutive days off duty in a fortnightly roster unless otherwise agreed with the employee or required by the employer due to genuine operational reasons.

48. Daylight savings

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

49. Overtime Rates

- 49.1. An employee who works in excess of:
 - (a) seventy-six (76) hours per fortnight or one hundred and fifty-two (152) hours per four (4) week period; or
 - (a) eight (8) hours in a shift (unless agreement has been reached to work shifts of up to ten [10] ordinary hours); or
 - (b) the agreed shift length, where there is agreement to work shifts of more than eight (8) hours and up to ten (10) ordinary hours;

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

- 49.2. In accruing or calculating payment of overtime, each period of overtime will stand alone.
- 49.3. All overtime worked on a Sunday will be paid at the rate of double time.
- 49.4. Payment of overtime will not affect an employee's entitlement to shift loadings otherwise payable under the Agreement. However, overtime rates will be paid in substitution of the loading usually paid for ordinary hours worked on Saturday and Sunday.

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

50. Reasonable Overtime Protection

- 50.1. The Employer may require an Employee to work reasonable overtime at overtime rates. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (a) Any risk to employee health and safety;
 - (b) The Employee's personal circumstances including any family and carer responsibilities;
 - (c) The needs of the workplace or enterprise;
 - (d) The notice (if any) given by the Employer of the overtime; and by the Employee of his or her intention to refuse;
 - (e) Whether the Employee is entitled to receive overtime payments/penalty rates or other compensation, or a level of remuneration that reflects an expectation of working additional hours;
 - (f) The usual patterns of work in the industry, or the part of the industry, in which the Employee works;
 - (g) The nature of the Employee's role, and the Employee's level of responsibility; and
 - (h) Any other relevant matter.

51. Balancing work hours and family commitments

- 51.1. Clinical Labs acknowledges the need of employees to balance their work hours and family commitments. Some employees prefer to work their contracted hours of employment in a non-standard manner to achieve this balance.
- 51.2. Employees who work 5 hours or less per shift may elect to work an additional shift in the same 24 hour period provided that the total hours worked in that day do not exceed 10 hours per day.
- 51.3. At the employees request and in order to add more flexibility to the existing roster, Clinical Labs and an employee may agree to roster that achieves this. Shift allowances shall be paid if applicable.

- 51.4. The request from the employee must be in writing and forwarded to the employees manager.
- 51.5. Clinical Labs reserves the right to refuse such a request should it not fit with the rostering pattern and service requirements.
- 51.6. In this context, overtime will only apply where the total hours worked for the day are in excess of 9 hours.

52. Time off instead of payment (TOIL)

- 52.1. An Employee and Clinical Labs may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- 52.2. Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under clause 52.3.
- 52.3. An agreement must state each of the following:
 - (a) the number of overtime hours to which it applies and when those hours were worked;
 - (b) that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;
 - (c) that, if the Employee requests at any time, the Employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (d) that any payment mentioned in clause 52 must be made in the next pay period following the request.

NOTE: An agreement under clause 52.3 can also be made by an exchange of emails between the Employee and Employer, or by other electronic means.

- 52.4 The period of time off that an Employee is entitled to take as time off is equivalent to the number of hours that would otherwise be paid for the overtime worked (eg 1 hour at time and a half is the equivalent of 1.5 hours of time off). Provided that an Employee may specifically request or agree for the time off to be taken as time for time. The agreement under clause 52.3 must specify the basis upon which time will be taken off.

53. Rest Break during Overtime

- 53.1. An Employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue work after the break.
- 53.2. In the event of any employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to

their place of resident, Clinical Labs will provide adequate transport free of cost to the employee.

54. Rest Period after Overtime

- 54.1. 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.
- 54.2. If, on the instructions of Clinical Labs, the Employee resumes or continues work without having had 10 hours off duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The Employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

55. On Call

- 55.1. By agreement, Employees may be placed on-call.
- 55.2. The Employee will ensure that they are easily contactable during the hours for which they have been placed on-call and may be required to remain within a specified radius of the workplace.
- 55.3. All Employees required to be "on call" shall be paid, in addition to any other amount payable, the allowance prescribed in Schedule 4 of this Agreement in respect to any 24 hour period or part thereof.
- 55.4. When re-called to work while being "on call", Employees shall be paid from the time of receiving the call until the time of finishing such re-call duty at the workplace with a minimum of two hours payment for each such re-call at overtime rates, or in the case of regional former St John of God laboratories a minimum of three hours. For the avoidance of doubt, the Bacchus Marsh laboratory shall be classified as a regional laboratory.

56. Recall to Work

- 56.1. In the event that an Employee is recalled for duty during any off duty period, such Employee shall be paid from the time of receiving the call until the time of finishing such re-call duty at the workplace with a minimum of two hours payment for each such re-call at overtime rates (*or a minimum 3 hours for regional former St John of God laboratories*). Other call in work performed during this 2 (or 3 hour) period will be covered by this call in payment.
- 56.2. Telephone Recall
 - (a) Where recall to duty can be managed without the Employee returning to the workplace, for example by telephone, such an Employee shall be paid a minimum of 15 minutes at the overtime rate of time and one half

and thereafter in 15 minute blocks, to a maximum of 60 minutes, for the telephone work associated with the call.

- (b) For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one hour's overtime provided that multiple recalls within a discrete hour will not attract an additional payment.
 - (c) In the event an Employee is further recalled within the one hour payment period, no additional payment will be made, unless the employee works longer than one hour, in which case the period of time greater than one hour shall be paid at the applicable overtime rates.
- 56.3. An Employee (other than a casual) who works so much recall between midnight and the commencement of their next succeeding rostered shift that the Employee has not had at least 10 consecutive hours off duty between those times, shall be released after completion of such recall worked until the Employee has had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence from duty.
- 56.4. If, on the instruction of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid at the rate of double time until the Employee is released from duty for such rest period and the Employee shall then be entitled to be absent from work until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. No Employee shall present for duty on a voluntary basis unless they have had 10 consecutive hours off duty.
- 56.5. All Employees, at the discretion of the Employer, shall become multi-skilled to enable them to participate in on-call rosters. Once training has been completed to the Employer's satisfaction, the Employee will participate in the on-call roster.

PART F – LEAVE AND PUBLIC HOLIDAYS

57. Annual Leave

- 57.1. Employees are entitled to annual leave in accordance with the NES and this clause.
- 57.2. Employees (other than casuals) are entitled to a minimum of four weeks of paid annual leave for each completed year of service, or such lesser pro-rata amount for less than a full 12 months of service.
- 57.3. A shift worker shall be entitled to one week of annual leave in addition to that prescribed in clause 57.2.
- 57.4. The entitlement to paid annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work, and accumulates from year to year.
- 57.5. An Employee may make an application in writing to Clinical Labs to take paid annual leave. Such an application will not be unreasonably refused by Clinical Labs.
- 57.6. Where a public holiday falls during any period of annual leave for which the Employee is entitled to the public holiday, annual leave shall be increased by one day in respect of that public holiday.
- 57.7. Payment of Annual Leave
- (a) Clinical Labs shall pay an Employee for the period of annual leave taken in the normal fortnightly pay cycle. Alternatively, an Employee may request to be paid prior to the Employee commencing their period of annual leave.
 - (a) Where weekly hours are not fixed the normal weekly hours shall be the average weekly number of hours worked during the period in respect of which the right to annual leave accrues.
- 57.8. Annual Leave Loading
- (a) Employees under this Agreement who become entitled to annual leave shall be paid a 17.5% loading for the period of annual leave.
 - (b) Provided that where an Employee would have received shift penalties or Saturday and/or Sunday penalties had they not been on annual leave and such shift loadings would have entitled the Employee to a greater amount than under clause 57.8(a), then the shift loadings shall be paid to the Employee in lieu of the loading.

57.9. Equitable allocation of annual leave

- (a) Employees should submit requests for annual leave as soon as is reasonably practical but generally at least 4 weeks in advance of the desired leave date.
- (b) Requests for leave at peak periods (Christmas, Easter, and school holidays) should be submitted 8 weeks in advance of the desired date. Early submission of a leave request will not advantage the employee.
- (c) Clinical Labs shall consider leave requests promptly and take a balanced approach to their approval considering both the needs of the individual (including their personal and family responsibilities), the operational requirements of the business and the employee's annual leave history. It is expected that leave for peak periods shall be shared equitably within the various functions.
- (d) Annual leave responses will be within 2 weeks. For example, requests for annual leave over Christmas must be submitted by 1 November (8 weeks from Christmas). The leave decision will be made by 14 November (6 weeks from Christmas).
- (e) All requests for annual leave (and approval/rejection of leave) shall be in writing. Where an annual leave request is rejected, reasons shall be provided to the employee as to why the leave was rejected.
- (f) A maximum of 2 weeks leave/employee will be considered over the peak Christmas / New Year holiday.
- (g) Prior to receiving written confirmation of their leave approval, employees are advised not to pre- book holiday flights or accommodation.
- (h) Flexibility to these guidelines may be considered in exceptional circumstances.

57.10. Cashing out of Annual Leave

- (a) Annual leave credited to an Employee may be cashed out by agreement between Clinical Labs and the Employee in accordance with the Act. Annual leave loading will be paid on the cashed out amount.
- (b) An Employee may request, in writing, to cash out whole or part of the Employee's accrued annual leave entitlement, provided that the Employee retains a minimum entitlement to annual leave that is equivalent to 12 months of accrual.
- (c) An agreement to cash out annual leave between Clinical Labs and an Employee must be subject to a separate written agreement.
- (d) At the time of cashing out annual leave, an employee must also submit a leave plan, demonstrating an intention to take a period of annual leave within the next four months (unless in the case of genuine hardship).

57.11. Payment on Termination

Upon termination of employment, an Employee will be paid for all accrued and unused annual leave entitlements in accordance with the NES.

57.12. Christmas Shutdown

- (a) During the end of year shut-down period where a workplace is closing, Clinical Labs will consult with employees as to who has a preference to work over the Christmas period, and where possible, will allocate work according to preferences.
- (b) Employees may be directed to work in an alternate location (within a reasonable distance from the usual place of work and having regard to their personal circumstances). Where an employee is not able to be relocated for the shut-down period, the employee may be directed to take up to two weeks annual leave by Clinical Labs providing four (4) weeks' written notice. Alternatively, an Employee may elect to take accrued TOIL, LSL or unpaid leave.

57.13. Excessive annual leave

Excessive leave accruals: general provision

- (a) An employee has an excessive leave accrual if the employee has accrued more than:
 - (i) eight (8) weeks' paid annual leave (or 10 weeks annual leave if a registered nurse); or,
 - (ii) for shift workers as defined, ten (10) weeks' paid annual leave (or 12 weeks annual leave if a registered nurse).
- (b) If an employee has an excessive leave accrual, Clinical Labs or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

Excessive leave accruals: direction by Clinical Labs that leave be taken

- (c) If Clinical Labs has genuinely tried to reach agreement with an employee, but agreement is not reached (including because the employee refuses to confer), Clinical Labs may direct the employee in writing to take one or more periods of paid annual leave.
- (d) However, as such a direction by Clinical Labs:
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements (or otherwise agreed by Clinical Labs and employee) are taken into account; and

- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than twelve (12) months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Clinical Labs and employee.
- (e) The employee must take paid annual leave in accordance with a duly made direction made under this clause.

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

- (f) If an employee has genuinely tried to reach agreement with an employer, but agreement is not reached (including because the employer refuses to confer), the employee may give notice in writing to take one or more periods of paid annual leave.
- (g) However, an employee may only give a notice to the employer to take leave if:
- (i) the employee has had an excessive leave accrual for more than six (6) months at the time of giving the notice; and
 - (ii) the employee has not been given a direction that when any other paid annual leave arrangements are taken into account, would eliminate the employee's excessive leave accrual (including arrangements by agreement or directions to take excessive annual leave).
- (h) A notice given by an employee must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than six (6) weeks when any other paid annual leave arrangements are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than twelve (12) months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (i) An employee is not entitled to request by a notice more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shift worker) in any period of 12 months.

58. Personal/Carer's Leave

58.1. Employees are entitled to personal/carer's leave in accordance with the NES and this clause.

The provisions of this clause apply to full time and part-time employees (on a pro rata basis) but do not apply to casual employees.

58.2. Purpose of paid Personal/Carers Leave

Paid personal leave is paid to employees when they are absent from work:

- (a) Due to illness or injury; or
- (b) 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:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

58.3. Individual Leave Accrual

In any year, paid Personal/Carers Leave for full time employees will accrue as set out in the Table below:-

Period of Service	Amount of Leave (Days)
First year	12 per year
Second, third and fourth years	14 per year
Fifth and subsequent years	21 per year

Personal leave will be calculated on a pro rata basis for Part time employees.

58.4. Personal leave use

An employee is entitled to use the full amount of their accrued personal leave entitlement for the purposes set out in clause 58.2, subject to the conditions set out in this clause.

58.5. Evidence supporting claim (to care for an immediate family or household member)

- (a) The provisions of subclauses 58.2 and 58.3 are, when taking leave to care for members of their immediate family or household who are sick or injured, subject to certification by a legally qualified medical practitioner (or statutory declaration signed by an employee deemed to be satisfactory evidence of sickness) and evidence thereof, if required by

the employer is produced within 3 days of such a request. Statutory Declarations can be provided on no more than three (3) occasions in any calendar year of no more than three days per occasion.

- (b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by Clinical Labs, establish by production of documentation acceptable to Clinical Labs or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

58.6. Planned Personal Leave

Where an Employee is absent from duty on account of attending a registered health practitioner for an appointment, where the appointment cannot be reasonably obtained outside of work hours, the Employee will be granted personal/carer's leave entitlements, subject to the following requirements:

- (a) The personal leave provided will only cover the duration of the appointment and reasonable travelling time.
- (b) Approval for the appointment must occur prior to accessing the leave and is subject to the evidence requirements for personal/carer's leave.
- (c) The Employee will also endeavour to arrange the appointment, where possible, at either the start or end of their rostered shift.

58.7. Evidence supporting a claim (illness or injury)

To be entitled to paid personal/carers leave for an employee's illness or injury, the employee must, in accordance with this clause, provide Clinical Labs with:

- (a) A certificate from a registered medical practitioner or dentist;
- (b) A Statutory Declaration signed by the Employee (on no more than three (3) occasions in any calendar year and no more than three days per occasion); or
- (c) Other evidence to the reasonable satisfaction of the Employer.

Provided that any Employee may take a maximum of three (3) single days in any one (1) year without providing such a certificate, declaration or other evidence.

58.8. The certificate, statutory declaration or other evidence must be given to Clinical Labs as soon as reasonably practicable. The employee must provide evidence that would satisfy a reasonable person that the Employee was suffering from an illness or injury.

The employee is not entitled to paid leave if they fail to provide either:

- (a) Notice (as soon as practicable), or

(b) Evidence (when requested) that would satisfy a reasonable person.

58.9. Any instance of absence for personal/carers leave immediately preceding or following a day off or a public holiday must also be evidenced by a certificate as described by this Agreement.

58.10. Where Clinical Labs determines a pattern of personal leave is occurring, Clinical Labs will meet with the employee and discuss the matter, which may result in the employee being directed to provide a medical certificate for all further absences.

58.11. Once an employee has knowledge that they will be absent from work, they are required to directly notify their Supervisor/Manager, as soon as possible, the reason and the expected duration for the absence from work.

58.12. Unpaid Personal Leave to provide care or support for an immediate family or household member

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for or support members of their immediate family or household who have a personal illness or injury or require care or support due to an unexpected emergency affecting the Employee. The Employee is entitled to take up to two (2) days unpaid leave (at their ordinary rostered shift length) per occasion, provided the evidentiary requirements are met.

The Employee must, if required by Clinical Labs, establish the reason for taking such leave by production of a certificate from a medical practitioner, or other document as determined by Clinical Labs.

The Employee must, where practicable, give Clinical Labs:

(a) Notice prior to the absence of the intention to take leave;

(b) The name of the person requiring care or support and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence.

If it is not practicable for the employee to give prior notice of absence, the Employee must notify Clinical Labs of such absence at the first opportunity, preferably on the day of absence.

59. Accident Pay

59.1. Accident pay applies as per Schedule 2 of this Agreement.

60. Compassionate Leave

60.1. Employees are entitled to compassionate leave in accordance with the NES and this clause.

- 60.2. All Employees (other than a casual Employee) are entitled to two days of paid compassionate leave for each permissible occasion when 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 their life; or
 - (b) sustains a personal injury that poses a serious threat to their life;
 - (c) dies.
- 60.3. An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury that poses a serious threat to their life; or
 - (b) after the death of the member of the Employee's immediate family or household.
- 60.4. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, an Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 60.5. An Employee must promptly advise Clinical Labs of the Employee's absence and the period, or expected period, of the absence. If requested by Clinical Labs, the Employee may be required to provide reasonable evidence of the need for such absence.
- 60.6. A casual Employee is entitled to two days of unpaid compassionate leave for each permissible occasion outlined in this clause.

61. Domestic Family Violence Leave

61.1. This clause applies to all Employees, including casuals.

61.2. In this clause:

"family and domestic violence" means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

"family member" means:

- (a) a spouse (including de facto partner, former spouse or former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee; or

- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (including former spouse or de facto partner) of the Employee; or
 - (c) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- 61.3. All Employees are entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:
- (a) the leave is available in full at the start of each 12 month period of the Employee's employment. Employees are able to use accrued leave entitlements as an alternative to unpaid leave. Approval will not be unreasonably refused; and
 - (b) the leave does not accumulate from year to year; and
 - (c) is available in full to part-time and casual Employees.
- 61.4. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and Clinical Labs.
- 61.5. Clinical Labs and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.
- 61.6. An Employee may take unpaid leave to deal with family and domestic violence if the Employee:
- (a) is experiencing family and domestic violence; and
 - (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work; and
 - (c) has given a notice to Clinical Labs as soon as practicable of the period or of the expected period of the leave.
- 61.7. Clinical Labs may require an Employee to provide evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 61.6.
- 61.8. The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.
- 61.9. Clinical Labs must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 61.7 is treated confidentially, as far as it is reasonably practicable to do so.
- 61.10. Nothing in subclause 61.9 prevents Clinical Labs from disclosing information provided by an Employee if the disclosure is required by an Australian law or is

necessary to protect the life, health or safety of the Employee or another person.

62. Long Service Leave

Entitlement

62.1. An Employee shall be entitled to Long Service Leave in accordance with section 113(1) of the *Long Service Leave Act 2018 (Vic)*. The amount of such entitlement shall be:

- (a) On the completion by the Employee of fifteen (15) years continuous service twenty-six (26) weeks (988 hours for a full time Employee, pro-rata for a part time Employee) long service leave and thereafter an additional 8.6 weeks (329.3 hours for a full time Employee, pro rata for a part-time Employee) long service leave on the completion of each additional five years' service.
- (b) In the case of an Employee who has completed at least ten (10) years' service and less than fifteen (15) years' service whose employment is terminated for any cause other than serious and wilful misconduct, the Clinical Labs shall pay to the Employee such amount of long service leave as stands to his or her credit at the date of termination.
- (c) Long service leave entitlements shall accrue progressively at the rate of 0.0333 hours for every ordinary hour worked, and for every hour of paid leave, ordinary hours on account of public holidays or any period of absence on account of injury arising out of or in the course of employment for which the Employee receives accident make-up pay under clause 59.
- (d) Where the employment of an Employee is for any reason terminated after fifteen (15) years' service the Clinical Labs shall pay to the employee such amount of long service leave as stands to his or her credit at the date of termination.
- (e) Where an Employee who has at least ten (10) years' service dies while still in the employment of Clinical Labs, Clinical Labs will pay to the employee's estate such amount of long service leave as stands to his or her credit at the date of death.
- (f) Where an Employee is entitled to a period of long service leave, the Employer shall, at the request of the Employee and subject to the approval of the Employer (such approval shall not be unreasonably withheld) allow the Employee to take the whole or any part of the long service leave at double the quantum of leave at half pay or half the quantum of leave at double pay.

Service Entitling to Leave

62.2. For the purposes of this clause, service shall be deemed to be continuous notwithstanding:

- (a) the taking of any annual leave or long service leave;
- (a) any absence from work on paid personal leave, compassionate leave or parental leave;
- (b) any absence from work on parental leave up to 52 weeks duration;
- (c) any absence on account of injury arising out of or in the course of the employment of the Employee for a period which payment is made under clause 59 (Accident Pay);
- (d) any leave of absence of the Employee where the absence is authorised in writing by the Employer to be counted as service;
- (e) any interruption arising directly or indirectly from industrial action;
- (f) any period of absence from employment between the engagement with one of the said Institutions and Clinical Labs provided it is less than 5 weeks inclusive of annual leave;
- (g) the dismissal of an employee by Clinical Labs if the employee is re-employed by Clinical Labs with a period not exceeding two (2) months from the date of such dismissal;
- (h) any absence from work of an Employee on unpaid leave;

62.3. In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in clause 62.2(a) – (f) shall be counted as part of the period of his or her service. Any interruption or absence of a kind mentioned in clause 62.2(g) – (h) shall not be counted, unless it is authorised in writing by the Employer.

Payment for Period of Leave

62.4. Payment for long service leave shall be at the Employee's ordinary hourly rate inclusive of casual loading, higher qualifications allowance and over-agreement payment (where applicable).

Payment of long service leave for Part Time employees will be calculated in accordance with section 16 of the *Long Service Leave Act 2018 (Vic)*.

62.5. Payment to an Employee in respect of Long Service Leave shall be made in one of the following ways:

- (a) in full in advance when the Employee commences his or her leave; or
- (b) at the same time as payment would have been made if the Employee had remained on duty

62.6. Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to

receive payment of the amount of any increase in pay from the date that the increase applied.

Taking of Leave

- 62.7. When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six (6) months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or, in default of agreement, the disputes procedure will apply.
- 62.8. Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.
- 62.9. If the Employer and an Employee so agree:
- (a) the first six (6) months long service leave to which an employee becomes entitled may be taken in one (1), two (2) or three (3) separate periods or as otherwise mutually agreed; and
 - (b) any subsequent period of long service leave to which the employee becomes entitled may be taken in one (1) or two (2) separate periods, or as otherwise mutually agreed.
 - (c) in any other way agreed between the employer and the employee.
- 62.10. The Employer may by agreement with an Employee grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed seven (7) years' service.
- 62.11. Where the employment of an Employee with less than fifteen (15) years' service who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct, the Employer may, from whatever remuneration is payable to the Employee upon termination, deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.

63. Parental Leave

All Employees are entitled to parental leave, including maternity, partner and adoption leave and to work part-time in connection with the birth or adoption of a child in accordance with the NES and this clause.

The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

An ***eligible casual employee*** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee’s spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

63.1. Definitions

- (a) For the purpose of this clause **child** means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (b) Subject to clause 63.1(c), in this clause, **spouse** includes a de facto or former spouse.
- (c) In relation to clause 63.5, **spouse** includes a de facto spouse but does not include a former spouse.

63.2. Basic Entitlement

- (a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child.

Leave available is summarized in the following table:

Type of leave	Paid leave	Total combined paid and unpaid leave
Maternity leave	10 weeks	52 weeks
Partner leave	1 week	52 weeks
Adoption leave – primary care giver	10 weeks	52 weeks
Adoption leave – secondary care giver	1 week	3 weeks

- (b) Subject to clause 63.3(f), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (i) for maternity and partner leave, an unbroken period of up to one week at the time of the birth of the child;

- (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (c) By agreement, an Employee may be able to use accrued personal/carer's leave for attendance at pre-natal classes, where the roster prevents such an Employee from attending and where the Employee can show that no other classes are available.

63.3. Maternity Leave

- (a) An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - (ii) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- (b) When the Employee gives notice under clause 63.3(a)(i) the Employee must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (d) Subject to clause 63.2(a) and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (f) Special Maternity Leave
 - (i) Where the pregnancy of an Employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

- (ii) Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- (iii) Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- (i) Where leave is granted under clause 63.3(d), during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

63.4. Partner Leave

- (a) An Employee will provide to the Employer at least ten weeks prior to each proposed period of partner leave, with:
 - (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (ii) written notification of the dates on which they propose to start and finish the period of partner leave; and
 - (iii) except in relation to leave taken simultaneously with the child's mother under clauses 63.2(b)(i), 65.3(b)(ii) and 63.4(a)(i) a statutory declaration stating:
 - (1) they will take that period of partner leave to become the primary care-giver of a child;
 - (2) particulars of any period of maternity leave sought or taken by their spouse; and
 - (3) that for the period of partner leave they will not engage in any conduct inconsistent with their contract of employment.
- (b) The Employee will not be in breach of clause 63.4(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

63.5. Adoption Leave

- (a) The Employee will notify the Employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing

such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

- (b) Before commencing adoption leave, an Employee will provide the Employer with a statutory declaration stating:
 - (i) the Employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
 - (iii) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of child for adoption with an Employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (e) An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (f) An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the employee to take such leave instead.

63.6. Variation of period of parental leave

Where an Employee takes leave under clauses 63.9(a) or 63.10(a)(ii), unless otherwise agreed between the employer and Employee, an Employee may apply to their Employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

63.7. Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

63.8. Transfer to a safe job

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

63.9. Returning to work after a period of parental leave

- (a) An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 63.8, the Employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

63.10. Right to request

- (a) An Employee entitled to parental leave pursuant to the provisions of clause 63.2 may request the Employer to allow the Employee:
 - (i) to extend the period of simultaneous unpaid parental leave provided for in clauses 63.2(b)(i) and 63.2(b)(ii) up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave provided for in clause 63.2(a) by a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) The Employee's request and the Employer's decision made under clauses 63.10(a)(ii) and 63.10(a)(iii) must be recorded in writing.
- (d) Where an Employee wishes to make a request under clause 63.10(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

64. Parental leave and other entitlements

- 64.1. An Employee may access any accrued annual leave or long service leave entitlements concurrently with any period of paid and unpaid parental leave, subject to the total amount of leave not exceeding 52 weeks.

65. Jury Service

- 65.1. Employees are entitled to jury service leave in accordance with the NES and this clause.
- 65.2. All Employees (other than casual Employees) required to attend for jury service during their ordinary working hours shall be reimbursed by Clinical Labs an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary wages they would have received had they not been on jury service.
- 65.3. An Employee shall notify Clinical Labs as soon as possible of the date upon which they are required to attend for jury service. Further, the Employee shall give Clinical Labs proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

66. Community Service Leave

- 66.1. Employees (other than casual Employees) are entitled to unpaid leave for the purpose of engaging in eligible community service activities in accordance with the NES and this clause.
- 66.2. An Employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if:
 - (a) the period consists of one or more of the following:
 - (i) time when the Employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity; and
 - (iii) reasonable rest time immediately following the activity;
 - (b) unless the activity is jury service – Employee's absence is reasonable in all the circumstances.

66.3. An Employee taking community service leave under this clause shall notify Clinical Labs as soon as practicable (which may be a time after the absence has started), and the period, or expected period, of absence.

67. Unpaid leave

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

68. Ceremonial leave

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

69. Public Holidays

69.1. An Employee shall be entitled to holidays on the following days:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Saturday;
- (d) Easter Sunday;
- (e) Easter Monday;
- (f) Christmas Day;
- (g) Boxing Day;
- (h) Australia Day;
- (i) Anzac Day;
- (j) Queen's Birthday;
- (k) Labour Day;
- (l) AFL Grand Final Friday; and
- (m) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

69.2. Where public holidays are declared or prescribed on days other than those set out in this clause, those days shall constitute additional public holidays for the purpose of this Agreement.

Rostered day off benefit

69.3. If the public holiday falls on the employee's rostered day off, they will be entitled to one and a half ordinary day's pay or, if the employee and employer so agree:

- (a) The employee may take one day off within four weeks of the public holiday; or,
- (b) Have one day added to their annual leave.

In determining whether an employee who works a rotating roster is entitled to receive the 'rostered off' Agreement benefits for a particular public holiday not worked, Clinical Labs will review the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50 per cent or more of the days on which a particular public holiday falls, the employee will be entitled to receive the 'rostered off' benefit for that public holiday.

69.4. An Employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless they are required to work on the public holiday.

69.5. Substitution of public holiday

- (a) Subject to the ongoing operational needs of Clinical Labs, a public holiday can be substituted in the following ways:
 - (i) A majority of Employees at a worksite, may by agreement with Clinical Labs, substitute a public holiday as defined by this clause 69.1 with an alternate day to be observed as a public holiday for the employees at that worksite.
 - (ii) An individual employee may by agreement with Clinical Labs substitute a public holiday as defined in this clause with a nominated religious holiday that is not a defined public holiday.
- (b) Requests to substitute a public holiday, must be made in writing ten weeks in advance. Where the agreement is between Clinical Labs and a majority of Employees, the Union must be consulted.
- (c) Where a public holiday is substituted in accordance with this clause. and an Employee works on the gazetted/prescribed public holiday the Employee will be paid at ordinary time and the substituted public holiday will be treated as a public holiday for the purpose of this Agreement.

PART G – MISCELLANEOUS

70.E-Learning

70.1. E-learning (online) is an increasing component of mandatory training. Clinical Labs will use every endeavour to ensure that paid time is available at work for employees to complete on-line modules and provide sufficient equipment and resources to enable this to occur. For part-time and casual employees who are unable to complete on-line learning during work time, they may seek approval for additional paid time (paid at ordinary rates and based on the nominal duration of modules to be completed) outside of rostered hours up to a maximum of five hours per year. Such requests will not be unreasonably refused.

71.Continuing Education

71.1. Clinical Labs is committed to a program of conference and study leave for staff where there is a requirement to enhance the skills and knowledge of an employee in relation to their role. Employees may apply for approval to attend programs that are specifically related to the position that they are employed for.

71.2. Employees will be released to attend for all courses of training required to be undertaken by Clinical Labs. Fees and approved expenses associated with the training will be met by Clinical Labs.

71.3. Employees may apply for paid or unpaid leave to attend conference, study or professional development leave which is not required to be undertaken by Clinical Labs but which is relevant to the work performed by the employee for Clinical Labs or their career path within Clinical Labs. Clinical Labs may exercise its discretion to grant such leave or a part of it. In exercising its discretion Clinical Labs will act reasonably having regard to the relevance of the continuing education to the work performed by the employee, their career path within Clinical Labs, the operational requirements and service capacity of Clinical Labs. Where such leave is granted all fees and expenses associated with it are to be met by the employee.

71.4. In-service training or information sessions or induction programs that Clinical Labs requires employees to attend shall be paid time.

72.Transition to Retirement

72.1. Employees may advise the Employer in writing of their intention to retire within the next five years and may participate in a transition to retirement arrangement. Subject to this Agreement, a transition to retirement arrangement is a permanent arrangement that is agreed between the Employee and the Employer.

72.2. Transition to retirement arrangements may be proposed. The Employer will provide details of the proposal for the Employee's consideration including any relevant information (including indicative changes to pay) about the implications of the proposal. The Employee will be given a reasonable opportunity to

consider the proposal. Employees are encouraged to seek advice regarding the proposal.

- 72.3. Where a transition to retirement arrangement is agreed, it will be implemented through:
- (a) a flexible working arrangement (see clause 11);
 - (b) an individual flexibility agreement (see clause 10);
 - (c) an agreement in writing between the parties; or
 - (d) any combination of the above.
- 72.4. A transition to retirement arrangement may include but is not limited to: alteration of working hours, eg. part-time employment, shift pattern; a job share arrangement; working in a position at a lower status or rate of pay; flexible use of Long Service Leave (LSL).
- 72.5. The Employer will consider, and not unreasonably withhold its approval of a request by an Employee to transition to retirement through:
- (a) using accrued LSL or Annual Leave for the purpose of reducing the number of days worked or their working hours but retaining their previous employment status

Example:

1. A full-time Employee may work 3 days per week and have 2 days of accrued long service leave per week, retaining their full-time status.
2. A part-time Employee employed for 24 hours per week may work 20 hours per week and take 4 hours of accrued annual leave per week, retaining their status as a part-time Employee

or;

- (b) accepting appointment to a role that has a lower hourly rate of pay and/or reduced hours (post transition role), in which case:
 - (c) the Employee will retain the accrual of LSL they had immediately prior to the reduction in their rate of pay and/or hours (preserved LSL).
- 72.6. Where LSL is taken, the Employee will be paid LSL hours at the wage rate and/or their hours of work prior to the post transition role until the preserved LSL hours exhausted;

However, if the Employee's hourly wage rate in the post-transition role over time exceeds the wage rate of the pre-transition role, the higher wage rate will be used to calculate LSL.

Examples:

1. An Employee's hourly rate of pay is reduced from \$35 to \$30. When the Employee takes LSL their LSL will be paid at the rate of \$35 per hour until the preserved LSL is exhausted.
2. An Employee's hours of work are reduced from 32 hours per week to 24 hours per week. When the Employee takes LSL they will be paid for 32 hours of LSL per week until the preserved LSL is exhausted.
3. An Employee's hourly rate of pay is reduced from \$40 to \$35 and their hours of work from 38 to 30 hours per week. When the Employee takes LSL it will be paid at the rate of \$40 per hour and they will be paid for 38 hours of LSL per week until the preserved LSL is exhausted.

73. Union Facilitation

Union Noticeboards

- 73.1. Where practicable, the employer will make available a Notice Board in each work location accessible to employees covered by this agreement, for the purpose of Union representatives posting information relating to the observance, application and operation of the Agreement and other Union matters.

Trade Union Leave

- 73.2. Union delegates and/or nominees will have access to a combined maximum of 20 days paid leave per year (1 January to 31 December) non-cumulative to attend trade union courses/ seminars subject to the following:
- (a) The maximum of 20 days per year represents the totality of all applications of paid trade union training leave that may be made by delegates and/or nominees of the Unions covered by the Agreement,
 - (b) a Union delegate and/or nominee must give the Employer at least four week's notice in writing of the request to attend the trade union course/ seminar;
 - (c) the taking of leave is subject to the operational requirements of the Employer, but the granting of leave will not be unreasonably withheld;

- (d) regard will be had to an equitable distribution of leave among work groups and Union delegates and/or nominees;
- (e) the Union delegate and/or nominee taking such leave shall be paid the ordinary rate of pay, for the usual shift length that would otherwise be worked on the day of absence;
- (f) applications to attend paid trade union training leave are accompanied by a statement from the Union advising that it has nominated the delegate and/or nominee and supports the application; and
- (g) the training is conducted by the Union, an association of unions or accredited training provider.

73.3. Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

73.4. Leave of absence in accordance with this clause may include any necessary travelling time in normal hours immediately before or after the course.

73.5. Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

Unpaid Representative Leave

73.6. The Employer will, on application in writing by VAHPA and MSAV, with no less than 4 weeks' notice, grant unpaid leave to an employee for the purpose of fulfilling their duties as an official of the relevant Branch Committee of Management or delegate to the Union National Council. This would be capped at 6 meetings per year.

Delegate rights

73.7. The employer recognises the role of Unions, and their delegates, and their contribution to the settlement of disputes about matters pertaining to the employment relationship (including disciplinary processes) and to workplace consultation and issues resolution, as provided for in this agreement.

73.8. Union delegates will be provided with reasonable paid time and access to office equipment to perform their role as a representative under this agreement subject to timely discussion and approval from their Line Manager, and provided that the granting of time release will not unduly affect the employer's operations.

SCHEDULE 1 – CLASSIFICATION STRUCTURE

Medical Laboratory Scientist

Means an employee who possesses one of the following qualifications:

- (a) A degree in science, applied science or medical technology, in subjects relevant to the field of pathology at a university or other tertiary institution in Australia;
- (b) A qualification which the employer is satisfied is equivalent to a qualification in paragraph (a), and which will enable the person to assist in the rendering of pathology services in the pathology laboratory within which the person is employed. Provided that, all Medical Laboratory Scientists as defined shall be classified by the employer as one of the following grades by Clinical Labs:

Grade 1 Medical Laboratory Scientist

Means a qualified Medical Laboratory Scientist as defined above.

A scientist who, under direction and supervision of more senior scientific staff, undertakes laboratory and scientific work.

A Scientist who holds or is qualified to hold the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (four-year course) shall be entitled to be classified as a Scientist - Grade 1, 2nd year of experience after qualification;

A scientist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a Scientist - Grade 1, 3rd year of experience after qualification, provided further that a scientist so classified shall not be entitled to the higher qualification payment prescribed in Appendix A for a further period of two years.

A Scientist who is a Fellow of the Australian Institute of Medical Laboratory Scientists or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a Scientist - Grade 1, 5th year of experience after qualification, provided further that a scientist so classified shall not be entitled to the higher qualification payment prescribed in Appendix A for a further two years; and

A sole Scientist i.e. a scientist who is the only Scientist employed in a laboratory, shall be paid a sole Scientist allowance in accordance with Appendix A

Grade 2 Medical Laboratory Scientist

Means a qualified Medical Laboratory Scientist appointed to the position, who has significant scientific experience and who is capable of working competently in scientific work of a professional nature in a pathology laboratory department within their scope of practice.

A Grade 2 scientist may supervise Grade 1 scientists, Laboratory Technicians and Laboratory Assistants or is engaged on specialised scientific which requires special

knowledge or depth of experience above that of a Grade 1 Scientist, or appointed as such because in addition to their Grade 1 duties they consistently demonstrate initiative in their area of work

Provided that a Scientist - Grade 1 6th year of experience and thereafter appointed to this grade shall be paid at the Scientist - Grade 2, 2nd year after appointment rate.

Grade 3 Medical Laboratory Scientist

Means a qualified Medical Laboratory Scientist appointed as such who has extensive scientific experience and, in addition to the roles and duties of a Grade 2, a Grade 3 Scientist takes a leadership role supervising the scientific work of a department/laboratory and is expected to work with limited supervision and/or is engaged on specialised scientific work of a research or developmental nature. To be considered as a Medical Laboratory Scientist Grade 3, they must be performing duties as a Department Supervisor. Appointment to this grade is dependent upon an approved position existing within the company.

Grade 4 Laboratory Scientist

Means a qualified Medical Laboratory Scientist appointed as such, who has comprehensive scientific experience and, in addition to the roles and responsibilities of a Grade 3, is a Scientist in charge of the department/laboratory responsible for work performed and/or is a senior specialist having advanced professional knowledge and extensive experience regularly engaged in dealing with highly complex problems in an aspect of scientific work.

A Grade 4 utilises strong problem solves skills to actively seek out workflow and analytical problems, working to resolve them efficiently to enhance service delivery. They may also seek out business development opportunities in the form of developing and implementing new tests, identify new potential markets and improving revenue through optimisation of billing and test performance.

Appointment to this grade is dependent upon an approved position existing within the company.

Pathology Technician Grade 1

A Pathology Technician position Grade 1 will require an Associate Diploma of Applied Science (Medical Laboratory) or equivalent as recognised by the employer. Typical duties include:

- Sample preparation
- Sample processing
- Sample testing
- Releasing of results where no interpretation is required
- Analytical system maintenance
- Basic system trouble shooting

- Involved in training of assistants

* Provided that: an employee who holds an Associate Diploma of Applied Science shall be entitled to be classified as a Medical laboratory technician Grade 1, 3rd year of experience after qualification.

Pathology Technician Grade 2

A Pathology Technician position Grade 2 will require an Associate Diploma or equivalent* with relevant work skills and experience commensurate with the requirements of the position. In addition to the requirements of the Pathology Technician Grade 1 position, the Grade 2 position requires:

- Ability to work independently;
- Considerable proficiency in work performance and skills;
- Responsibilities of the role mean that decisions and actions taken may be of significance to the operations of the laboratory or Department;
- Technical knowledge which requires an understanding of underlying testing principles;
- Ability to solve problems using standard procedures or guidelines through the application of technical knowledge;
- Appointment to this grade is dependent upon an approved position existing within Clinical Labs.

and either:

- Supervision of other Pathology Technicians and/or Laboratory Assistants as directed;
- Application of knowledge by being able to provide training and understanding to other laboratory team members.

SCHEDULE 2 - ACCIDENT PAY

An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

1. Definitions

1.1. For the purposes of this clause, the following definitions shall apply:

- (a) Act means the *Workplace Injury Rehabilitation and Compensation Act 2013* or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic) and will be deemed to include a reference to the *Accident Compensation Act 1985* (Vic) and any reference to the *Accident Compensation Act 1985* (Vic) will be deemed to include a reference to the *Workers Compensation Act 1958* (Vic).
- (b) Injury means any physical or mental injury within the meaning of the Act, and no injury shall give rise to an entitlement to accident pay under this clause unless an entitlement exists under the Act.

1.2. Accident pay means:

Total incapacity

Where an employee is or is determined to be totally incapacitated within the meaning of the Act, the term **accident pay** means a weekly payment of an amount representing the difference between:

- (a) the total amount of compensation, including allowances, paid to the employee during the period of incapacity under the Act for the week; and
- (b) the total weekly Agreement rate, as varied from time to time, and any over Agreement payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that:
 - (i) In making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the employer shall not be taken into account.

Partial incapacity

Where an employee is partially incapacitated within the meaning of the Act the term **accident pay** means a weekly payment of amount representing the difference between:

- (a) the total amount of compensation paid to the employee during the period of incapacity under the Act for the week together with the average weekly amount they are earning; and

- (b) the total weekly Agreement rate, as varied from time to time, and any weekly over Agreement payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that:
 - (i) In making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the employer shall not be taken into account.

2. Payment for part of a week

- 2.1. Where an employee is incapacitated, either totally or partially, for part of a week, such an employee shall receive pro rata accident pay for that part of the week.

3. Qualifications for payment

- 3.1. Subject to the terms of this clause, an employee covered by this Agreement shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Act, be paid accident pay by their employer who is liable to pay compensation under the Act, which liability may be discharged by another person on behalf of the employer, provided that:
 - (a) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to 1.5 and to the maximum period of payment prescribed elsewhere, accident pay shall apply only to the period of incapacity after the first two weeks.
 - (b) Accident pay shall only be payable to an employee whilst that employee remains in the employment of the employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an employee who is partially incapacitated cannot obtain suitable employment from their employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.
 - (i) Provided further that in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.
 - (ii) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the employer of the continuing payment of weekly payments of compensation.

- 3.2. Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive compensation for that disease shall receive accident pay from the first day of incapacity.
- 3.3. In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- 3.4. On engagement, an employee may be required to declare all workers compensation and/or accident claims made under the Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this Agreement.

4. Maximum period of payment

- 4.1. The maximum period or aggregate period of accident pay to be made by the employer shall be a total of 39 weeks for any one injury as defined in clause 1.2.

5. Absences on other than paid leave

- 5.1. An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with the appropriate Agreement provisions.

6. Notice of injury

- 6.1. Following an injury for which they claim to be entitled to receive accident pay, an employee shall give notice in writing of the injury to their employer as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

7. Medical examination

- 7.1. In order to receive an entitlement to accident pay an employee shall meet the requirements of the Act for attending medical examinations.
- 7.2. Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the employer, and is refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

8. Cessation or redemption of weekly payments

- 8.1. Where there is a cessation or redemption of weekly compensation payments under the Act, the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

9. Civil damages

- 9.1. An employee receiving or who has received accident pay shall advise their employer of any action they may institute or any claim they make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- 9.2. Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the employers liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- 9.3. Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which he or she has received accident pay, the employers liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

10. Insurance against liability

- 10.1. Nothing in this Agreement shall require an employer to insure against liability for accident pay.

11. Variations in compensation rates

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

12. Death of an employee

- 12.1. All rights to accident pay shall cease on the death of an employee.

SCHEDULE 3 – PRESERVED CONDITIONS ST JOHN OF GOD

1. Application

- 1.1. This schedule applies to all Employees who were covered by the St John of God Pathology Victoria – Health Services Union – Care Giver Enterprise Agreement 2015 immediately prior to the commencement of operation of this Agreement.
- 1.2. This Schedule is read in conjunction with Parts A to G of this Agreement but will prevail over those Parts to the extent of any inconsistency.

2. Redundancy

Redundancy Pay

- 2.1. In addition to the periods of notice of termination prescribed in clause 21.1, an Employee whose employment is terminated by reason of redundancy shall be entitled to the following amount of redundancy pay (calculated on the base rate of pay) in respect of their period of continuous service:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	9 weeks
At least 4 years but less than 5 years	12 weeks
At least 5 years but less than 6 years	15 weeks
At least 6 years but less than 7 years	16 weeks
At least 7 years but less than 8 years	17 weeks
At least 8 years but less than 9 years	18 weeks
At least 9 years but less than 10 years	19 weeks
At least 10 years but less than 11 years	20 weeks
At least 11 years but less than 12 years	22 weeks
At least 12 years but less than 13 years	24 weeks
At least 13 years but less than 14 years	26 weeks
At least 14 years but less than 15 years	28 weeks

At least 15 years and over

30 weeks

Salary Maintenance

- 2.2. An Employee whose position is made redundant and who accepts redeployment to a lower classification shall be entitled to salary maintenance as follows:

Period of Continuous Service	Period of Salary Maintenance
1 to 2 years' service	3 months
2 to 5 years' service	5 months
5 to 7 years' service	7 months
7 to 10 years' service	10 months
10 years and above	12 months

3. Shift Work

- 3.1. An Employee working a night shift or permanent night shift shall be paid either the night shift or permanent night shift allowance detailed in Schedule 4 or the amount set out below whichever is the greater:-

Night shift	- \$136.3800
Permanent Night Shift	- \$163.7900

4. Journey Accident Cover

- 4.1 Any vehicle accident, vehicle theft, or personal injury arising from an Employee who is required to use his/her own vehicle to travel on authorised work purposes during a rostered period of duty, including recall and authorised professional development leave, shall be fully underwritten by the Employer.
- 4.2 An Employee who is required to temporarily relocate to another laboratory shall be entitled to the same benefits of subclause (a) when travelling to and from home to work.

5. Telephone work on call only (Pathology Technicians Only)

- 5.1. Where such an authorised on call arrangement is agreed and the Employee is called, a minimum payment of 15 minutes will be paid at the overtime rate of time and one half and thereafter in 15 minute blocks to a maximum of 60 minutes for the telephone work associated with the call. If the associated work is longer than 1 hours duration then the 3 hour call out will apply. If the call is made after 11pm and before 6am a minimum 3 hour payment will be made.

6. Weekend Shift Work

- 6.1. Employees (excluding Casuals) with twelve months' continuous service who work shifts in excess of 4 hours which fall on a Saturday and/or Sunday, as part of their ordinary hours, will accrue additional annual leave at the rate of 0.5 times the number of ordinary hours worked on any weekend day, up to a maximum of 38 hours additional leave in any 12 month period for 38 hour worker or part time Employee and up to 38 hours for a 38 hour Employee. Part time workers who accumulate more than their normal average hours up to 38 hours will take this leave on the basis of one weeks' annual leave.
- 6.2. Any full time Employee who works regular rostered overtime (greater than 4 hours) in excess of normal hours and/or on-call for 30 Saturday and/or Sundays in any one year period shall be entitled to one additional weeks' annual leave.
- 6.3. With respect to 6.1 and 6.2 a maximum of one week's annual is payable.

7. Accrued Day Off

- 7.1. Employees who currently access their ADO benefit shall retain this benefit whilst they retain their current full time status.

SCHEDULE 4 – WAGES AND ALLOWANCES

WAGES

General Classifications	FFPP on or after 18 March 2021	FFPP on or after 18 March 2022	FFPP on or after 18 March 2023	FFPP on or after 18 March 2024
	2.50%	2.25%	2.25%	2.25%
	Hourly	Hourly	Hourly	Hourly
Pathology Technicians	-	-	-	-
Grade 1				
1st Year of Experience	23.6673	24.1998	24.7443	25.3010
2nd Year of Experience	24.2205	24.7655	25.3227	25.8925
3rd Year of Experience	25.3890	25.9603	26.5444	27.1417
4th Year of Experience	26.3208	26.9130	27.5185	28.1377
5th Year of Experience	27.2661	27.8796	28.5069	29.1483
6th Year of Experience	28.2166	28.8515	29.5006	30.1644
7th Year of Experience	29.1578	29.8138	30.4846	31.1705
8th Year of Experience & thereafter	30.1409	30.8191	31.5125	32.2216
Grade 2				
1st Year of Experience	30.0988	30.7760	31.4685	32.1765
2nd Year of Experience	31.3501	32.0555	32.7768	33.5142
3rd Year of Experience	32.6060	33.3396	34.0897	34.8568
4th Year of Experience & thereafter	33.9191	34.6823	35.4627	36.2606
Medical Scientist				
Grade 1				
1st Year of Experience	26.3034	26.8952	27.5004	28.1191
2nd Year of Experience	28.2722	28.9083	29.5588	30.2238
3rd Year of Experience	30.2896	30.9711	31.6679	32.3805
4th Year of Experience	32.3967	33.1257	33.8710	34.6331
5th Year of Experience	34.0049	34.7700	35.5524	36.3523
6th Year of Experience	35.7361	36.5401	37.3623	38.2030
7th Year of Experience	37.4155	38.2573	39.1181	39.9983
Grade 2				
1st Year of Experience	37.7300	38.5789	39.4469	40.3345
2nd Year of Experience	38.6366	39.5059	40.3948	41.3037
3rd Year of Experience	40.1611	41.0647	41.9887	42.9334
4th Year of Experience	43.6976	44.6808	45.6862	46.7141
Grade 3				
1st Year of Experience	44.5710	45.5739	46.5993	47.6478

2nd Year of Experience	46.1347	47.1727	48.2341	49.3194
3rd Year of Experience	47.3679	48.4337	49.5235	50.6378
4th Year of Experience	50.4694	51.6049	52.7661	53.9533
Grade 4				
1 & 2 Year of Experience	52.2424	53.4178	54.6197	55.8487
3 & 4 Year of Experience	55.0269	56.2650	57.5309	58.8254
Thereafter	59.9868	61.3365	62.7165	64.1277

ALLOWANCES

Allowance	FFPP on or after 18 March 2021	FFPP on or after 18 March 2022	FFPP on or after 18 March 2023	FFPP on or after 18 March 2024
	2.5%	2.25%	2.25%	2.25%
Medical Scientists				
Afternoon Shift/Morning per shift	29.5610	30.2261	30.9062	31.6016
Night Shift per shift	49.2718	50.3804	51.5139	52.6730
Permanent Night shift per shift	98.5230	100.7398	103.0064	105.3241
**Meal Allowance	10.3800			
Change of Shift Allowance per occasion	49.2615	50.3699	51.5032	52.6620
***Mobile Telephone Allowance	1.0000	1.0000	1.0000	1.0000
On Call Mon – Fri per occasion	26.4245	27.0191	27.6270	28.2486
On Call Sat - Sun per occasion	60.8133	62.1815	63.5806	65.0112
****Travel (km) Allowance	0.80 per km			
CUT UP Health Scope	37.0025	37.8351	38.6863	39.5568
Pathology Technicians				
Afternoon Shift/Morning per shift	21.8940	22.3866	22.8903	23.4053
Night Shift per shift	35.0345	35.8228	36.6288	37.4529
Permanent Night shift per shift	43.7983	44.7837	45.7913	46.8216
**Meal Allowance	11.1000	11.1000	11.1000	11.1000
Change of Shift Allowance per occasion	35.0345	35.8228	36.6288	37.4529
***Mobile Telephone Allowance	1.0000	1.0000	1.0000	1.0000
On Call Mon – Fri per occasion	21.7813	22.2713	22.7724	23.2848
On Call Sat – Sun per occasion	60.8133	62.1815	63.5806	65.0112
****Travel (km) Allowance	0.80 per km			

**Meal Allowance to increase in line with Fair Work adjustments on 1 July each year.

** Laundry Allowance to increase in line with Fair Work adjustments on 1 July each year.

*** Telephone Allowance not to increase for the life of the Agreement.

**** Travel Allowance to increase in line with Fair Work adjustments on 1 July each year.

Grandfathered Allowances	Fixed rate for life of Agreement
Ex Healthscope Pathology - Victoria – Medical Scientists & Technicians - Enterprise Agreement 2014-2017	
Medical Scientists	
Grad Diploma per week (\$1.9147 per hour)	72.7600
Masters, M Sc, MAppSc, MAIP, HGSACC or equivalent per week (\$2.2092 per hour)	83.9500
FAACB, FAIMLS, D Sc, PhD, FMLS or Royal College Member per week (\$2.9457 per hour)	111.9400
Ex St John of God Pathology Victoria - Health Services Union - Caregiver Enterprise Agreement 2015	
Medical Scientists	
Grad Cert per week	36.0700
Diploma per week	58.6000
Degree per week	67.6100
FAACB per week	90.1500
Cut Up (Non Complex)	1.5 times employees hourly rate for each hour or part thereof performing the function
Night Shift per shift	136.3800
Permanent Night shift per shift	163.7900
Pathology Technicians	
Permanent Night shift per shift	75.1100
Monday - Friday On Call Allowance	29.6100

TRANSLATION

Current Classifications and New Classifications

If you are (previous EAs)				You will be (this EA)				
Healthscope Pathology Scientists & Technicians EA Classification	Current Hourly Rate	St John of God Caregiver EA Classification	Current Hourly Rate	Australian Clinical Labs Medical Scientists and Technicians EA Classification	FFPP on or after 18 March 2021	FFPP on or after 18 March 2022	FFPP on or after 18 March 2023	FFPP on or after 18 March 2024
					2.5%	2.25%	2.25%	2.25%
					Hourly	Hourly	Hourly	Hourly
Medical Laboratory Technician		Medical Technician		Pathology Technician				
Grade 1		Grade 1		Grade 1				
1st year experience after qualification	23.0900	Year 1	23.0900	1st Year of Experience	23.6673	24.1998	24.7443	25.3010
2nd year experience after qualification	23.6298	Year 2	23.1826	2nd Year of Experience	24.2205	24.7655	25.3227	25.8925
3rd year experience after qualification	24.7698	Year 3	24.2961	3rd Year of Experience	25.3890	25.9603	26.5444	27.1417
4th year experience after qualification	25.6788	Year 4	25.1937	4th Year of Experience	26.3208	26.9130	27.5185	28.1377
5th year experience after qualification	26.6011	Year 5	26.0966	5th Year of Experience	27.2661	27.8796	28.5069	29.1483
6th year experience after qualification	27.5284	Year 6	27.0021	6th Year of Experience	28.2166	28.8515	29.5006	30.1644
7th year experience after qualification	28.4466	Year 7	27.9024	7th Year of Experience	29.1578	29.8138	30.4846	31.1705
8th year experience after qualification	29.3647	Year 8	28.8071	8th Year of Experience & Thereafter	30.1409	30.8191	31.5125	32.2216

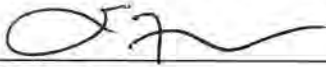
-	-	Year 9	29.4058					
Grade 2		Grade 2		Grade 2				
1st year experience after qualification	29.3647	Year 1	28.8071	1st Year of Experience	30.0988	30.7760	31.4685	32.1765
2nd year experience after qualification	30.5855	Year 2	30.0095	2nd Year of Experience	31.3501	32.0555	32.7768	33.5142
3rd year experience after qualification	31.8107	Year 3	31.2018	3rd Year of Experience	32.6060	33.3396	34.0897	34.8568
4th year experience after qualification	32.9745	Year 4	32.3439	4th Year of Experience & Thereafter	33.9191	34.6823	35.4627	36.2606
-	-	Year 5	33.0918					
Medical Scientist		Scientist		Medical Scientist				
Grade 1		Grade 1		Grade 1				
1st Year	25.2962	Year 1	25.6618	1st Year of Experience	26.3034	26.8952	27.5004	28.1191
2nd Year	27.1503	Year 2	27.5826	2nd Year of Experience	28.2722	28.9083	29.5588	30.2238
3rd Year	29.4571	Year 3	29.5508	3rd Year of Experience	30.2896	30.9711	31.6679	32.3805
4th Year	31.5063	Year 4	31.6066	4th Year of Experience	32.3967	33.1257	33.8710	34.6331
5th Year	33.0705	Year 5	33.1755	5th Year of Experience	34.0049	34.7700	35.5524	36.3523
6th Year	34.7542	Year 6	34.8645	6th Year of Experience	35.7361	36.5401	37.3623	38.2030
7th Year	36.4846	Year 7	36.5029	7th Year of Experience	37.4155	38.2573	39.1181	39.9983
Grade 2		Grade 2		Grade 2				
1st Year	36.7963	Year 1	36.8097	1st Year of Experience	37.7300	38.5789	39.4469	40.3345

2nd Year	37.2407	Year 2	37.6942	2nd Year of Experience	38.6366	39.5059	40.3948	41.3037
3rd Year	39.0572	Year 3	39.1816	3rd Year of Experience	40.1611	41.0647	41.9887	42.9334
4th Year	42.6159	Year 4	42.6318	4th Year of Experience	43.6976	44.6808	45.6862	46.7141
Grade 3		Grade 3		Grade 3				
1st Year	43.3464	Year 1	43.4839	1st Year of Experience	44.5710	45.5739	46.5993	47.6478
2nd Year	44.8669	Year 2	45.0095	2nd Year of Experience	46.1347	47.1727	48.2341	49.3194
3rd Year	46.0661	Year 3	46.2126	3rd Year of Experience	47.3679	48.4337	49.5235	50.6378
4th Year	49.2196	Year 4	49.2384	4th Year of Experience	50.4694	51.6049	52.7661	53.9533
Grade 4		Grade 4		Grade 4				
1st/2nd Year	50.8067	On Appt. and Year 2	50.9682	1 & 2 Year of Experience	52.2424	53.4178	54.6197	55.8487
3rd/4th Year	53.5146	Year 3 and 4	53.6847	3 & 4 Year of Experience	55.0269	56.2650	57.5309	58.8254
Thereafter	58.3788	Year 5	58.5247	Thereafter	59.9868	61.3365	62.7165	64.1277

Australian Clinical Labs (Victoria) Pathology Enterprise Agreement 2020-2024

Signatories

Signed for and on behalf of: **Australian Clinical Labs Pty Ltd**



(Signature)

Jason Fraumano

(Name)

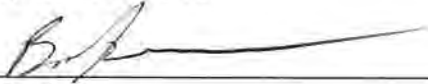
National Human Resources Manager

(Position)

1868 Dandenong Road, Clayton VIC

(Address)

In the presence of: Witness



(Signature)

Barbara Wing Shing

(Name)

Human Resources Business Partner

(Position)

1868 Dandenong Road, Clayton VIC

(Address)

Signed for and on behalf of: **The Health Services Union Victoria No. 3 Branch trading as the Victorian Allied Health Professionals Association ("VAHPA"); as a Bargaining Representative**



(Signature)

Craig McGregor

(Name)

Branch Secretary

(Position)

Ground Floor, 351 William St, West Melbourne, 3003

(Address)

In the presence of: Witness



(Signature)

Luke Smeaton

(Name)

Industrial Officer

(Position)

Ground Floor, 351 William St, West Melbourne, 3003

(Address)

Signed for and on behalf of: The Health Services Union Victoria No. 4 Branch trading as the Medical Scientists Association of Victoria ("MSAV") as a Bargaining Representative

(Signature)


Paul Elliott

(Name)

Secretary


(Position)

(Address)

MSAV, Level 1, 62 Lygon St
Carlton South

In the presence of: Witness

(Signature)


MATT HAMMOND

(Name)

SENIOR INDUSTRIAL OFFICER

(Position)

(Address)

MSAV, 62 Lygon St
Carlton South

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2021/4473

Applicant:
Clinical Laboratories Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Barbara Wing Shing, HR Business Partner have the authority given to me by Clinical Laboratories Pty Ltd to give the following undertakings with respect to the *Australian Clinical Labs (Victoria) and Health Services Union Medical Scientists and Technicians Enterprise Agreement 2021 - 2025* ("the Agreement"):

1. Clause 8.10 (**Definitions**) of the Agreement will be applied in such a manner that the definition of shift worker is a shift worker for the purposes of the National Employment Standards.

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



Signature

6 May 2021

Date