



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Health Services Union; TasIVF Pty Ltd
(AG2018/7209)

TASIVF NURSES ENTERPRISE AGREEMENT 2019

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 28 FEBRUARY 2019

Application for approval of the TasIVF Nurses Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *TasIVF Nurses Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Health Services Union; TasIVF Pty Ltd. 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.

[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 Australian Nursing and Midwifery Federation & Health Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 March 2019. The nominal expiry date of the Agreement is 31 October 2021.



DEPUTY PRESIDENT

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Annexure A

FAIR WORK COMMISSION

MATTER NO: AG2018/7209 – Application for Approval of the *TasIVF Nurses Enterprise Agreement 2019 (the Agreement)*

UNDERTAKINGS

TasIVF agrees to provide the below undertakings pursuant to section 190 of the *Fair Work Act 2009*.

1. **Ceremonial leave** – TasIVF undertakes that an employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of TasIVF.



Simon Barker
Managing Director
TasIVF Pty Ltd

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.

TasIVF Nurses Enterprise Agreement 2019

PART 1 - PRELIMINARY	3
1 Title	3
2 Parties.....	3
3 Scope.....	3
4 Period of operation	3
5 Relationship with Award	3
6 Relationship with the NES.....	3
7 Display of the Agreement	3
8 Definitions	4
PART 2 - THE EMPLOYMENT RELATIONSHIP	5
9 Conditions of employment.....	5
10 Categories of employment.....	5
11 Classification structure	5
12 Wages - general provisions.....	5
PART 3 - HOURS OF WORK, WAGES AND OVERTIME	6
13 Hours of work	6
14 Wages.....	7
15 Overtime and penalties.....	7
PART 4 - LEAVE	8
16 Annual Leave.....	8
17 Other paid and unpaid leave	9
PART 5 - MISCELLANEOUS	14
18 Allowances	14
19 Public Holidays	16
PART 6 - FLEXIBILITY	17
25 Flexibility	17
PART 7 - CONSULTATION AND DISPUTE RESOLUTION	18
26 Consultation.....	18
27 Dispute settlement procedure	20
Schedule 1 - Classifications.....	22
Schedule 2 - Rates of pay	23

PART 1 - PRELIMINARY

1 Title

This Agreement shall be known as the TasIVF Nurses Enterprise Agreement 2019.

2 Parties

The parties to this Agreement are:

- (a) TasIVF Pty Ltd [ACN 122 826 939] (**the Employer**);
- (b) The Australian Nursing and Midwifery Federation (Tasmanian Branch); and
- (c) All nurses employed by the Employer within Tasmania for whom a classification appears in this Agreement.

3 Scope

This Agreement contains the terms and conditions of employment for employees of the Employer for whom a classification appears in this Agreement.

4 Period of operation

- (a) This Agreement shall take effect seven days after the Agreement is approved by the FWC.
- (b) The nominal expiry date of this Agreement is 31 October 2021.

5 Relationship with Award

This Agreement applies to the exclusion of any relevant awards or other industrial instrument of any kind including but not limited to the Nurses Award 2010.

6 Relationship with the NES

Entitlements in accordance with the NES are provided for under the Act. Where this Agreement has provision regarding a matter also dealt with under the NES, and the NES provision is more favorable to an employee in respect of that matter, then the NES will prevail in that respect and the provision dealing with that matter in this Agreement will be of no effect. The provisions of this Agreement will otherwise apply.

7 Display of the Agreement

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees

8 Definitions

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

'Agreement' means this Agreement.

'casual employee' means an employee engaged on an irregular, variable or unpredictable basis.

'child' means a child or adult child (including an adopted child, a step child or an ex-nuptial child) of the employee, or of the employee's current or former spouse.

'de facto partner' means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner of the employee.

'employee' means an employee employed by the Employer and covered by this Agreement.

'Employer' means Tas IVF Pty Ltd.

'FWC' means the Fair Work Commission.

'full-time employee' means an employee engaged to work for the full weekly ordinary hours prescribed in the Hours of Work clause (clause 14) in this Agreement.

'immediate family' of an employee means:

- a) a spouse, de facto partner, child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of the employee; or
- b) a child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

'NES' means the National Employment Standards as provided by the Act.

'part-time employee' means an employee who is engaged to work less than an average of **37.5** ordinary hours per week and whose hours of work are reasonably predictable.

'spouse' includes a former spouse.

PART 2 - THE EMPLOYMENT RELATIONSHIP

9 Conditions of employment

All new employees will be offered employment in writing. The offer will provide details of the employee's:

- (a) classification under this Agreement;
- (b) salary;
- (c) employment status (full-time, part-time or casual);
- (d) contracted hours;
- (e) probationary period of employment; and
- (f) other relevant terms and conditions of employment.

10 Categories of employment

Employees employed under this Agreement will be employed on a full-time, part-time or casual basis:

- (a) Full-time - a full time employee is engaged for 37.5 hours per week.

Part-time - a part-time employee is employed on a regular and ongoing basis for less than 37.5 hours per week, accrues leave entitlements on a proportionate basis and is paid on annual salary as a proportion of the annual salary paid to a full-time employee. Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the written agreement may be varied by agreement, which agreement is to be recorded in writing.

- (b) Casual:

- (i) a casual employee is engaged by the hour and employed on an irregular and as required basis. For work during ordinary time a casual employee will be paid per hour 1/37.5th of the weekly rate prescribed for the work he/she performs. In addition a casual will be paid a 25% loading on the full time ordinary hourly rate of pay.
- (ii) casual employees must be paid the applicable penalty rates for working Saturday, Sunday and public holidays. The calculation of casual loading and penalty/overtime will be added together and not compounded. For example: Hourly rate (\$30 multiplied by 225% (25% casual loading plus overtime penalty 200%) = \$67.50).

11 Classification structure

Schedule 1 details the classification structure

12 Wages - general provisions

- (a) Full and part-time employees shall be paid an annual salary according to training and service.
- (b) Wages will be paid fortnightly by electronic funds transfer by no later than Thursday of each fortnight.
- (c) On each payday employees will be provided with a pay slip detailing all payments and deductions as required by law.
- (d) Wage increases
Employees ' wages will increase during the life of this Agreement as follows:
 - (i) from the first full pay period on or after 1 July 2019 – 2.5%
 - (ii) from the first full pay period on or after 1 July 2020 – 3%
 - (iii) from the first full pay period on or after 1 July 2021 -3.5%

PART 3 - HOURS OF WORK, ROSTERS, WAGES AND OVERTIME

13 Hours of work

- (a) All Nurses employed under this Agreement are engaged as day-work employees. Shift work provisions are not applicable.
- (b) The ordinary hours of work are 37.5 hours per week to be worked between 6am to 6pm, Monday to Friday.
- (c) Notwithstanding the provision of paragraph (b) above, employees may, with the agreement of the employer and in consideration of operational requirements, have their prescribed hours of work arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than 19 days in the cycle. Further, the actual day the accrued day off is taken is subject to mutual agreement.
- (d) Ordinary hours of work are not to exceed 8 hours on any one day. By mutual agreement, ordinary hours of work may be worked up to 10 hours per day/shift
- (e) The minimum shift duration is 2 hours.
- (f) Nurses who work for at least 5 hours on any one day are entitled to an unpaid meal break of at least 30 minutes to be taken at a mutually agreed time:
 - (i) meal breaks must be taken;
 - (ii) where an employee is required by the Employer to work through their scheduled meal break, the employee shall be paid a penalty rate of time and a half of the employee's ordinary hourly rate until such time that the employee is able to take their meal break.
- (g) Where an employee is required to work more than one and a half hours' overtime after the rostered shift, the employee shall be allowed to take a 20 minute paid meal break either prior to or during the period of overtime work.
- (h) An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

- (i) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one twenty-minute interval, or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
- (j) Rosters
 - 1) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.
 - 2) A roster may be altered at any time by mutual agreement between the Employer and the employee, including where two or more employees agree between themselves to swap days or shifts or perform work on a day or shift, in lieu of the other employee.
 - 3) Seven days' notice will be given of an Employer-initiated change in a roster. However, a roster may be altered at any time by the Employer:
 - (i) in an emergency; or
 - (ii) to enable the functions of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.
 - 4) Unless the Employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.

14 Wages

Salaries over the life of this Agreement are set out in Schedule 2 to this Agreement.

For the purpose of Schedule 2: a "year of service" is a reference to 1800 hours' continuous service. Periods of unpaid leave in excess of one month will not count as continuous service for the purpose of this clause.

15 Overtime and penalties

- (a) Subject to sub clause 15(c) the Employer may require an employee to work reasonable overtime at overtime rates.
- (b) 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:
 - (i) any risk to employee health and safety
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise
 - (iv) the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- (c) No overtime shall be worked without the prior approval of the Employer.
- (d) An employee may elect to take time off in lieu of being paid for any overtime worked. All time off in lieu shall be at the penalty equivalent. Such time off in lieu arrangements

must be recorded in writing. If time off for overtime that has been worked is not taken within a period of 6 months, or on termination of employment for any reason, the employer must pay the employee for the overtime, in the next pay period following those 6 months or termination of employment, at the overtime rate applicable to the overtime when it was worked.

- (e) Overtime shall be paid in the following circumstances:
 - (i) when an employee works in excess of:
 - (1) 8 hours in a day; or
 - (2) 10 hours in a day, where the employee has mutually agreed to work a 10 hour shift in accordance with clause 13(d) of the Agreement;
 - (3) 37.5 hours in a week;
 - Monday to Friday - time and a half for the first 2 hours and double time thereafter;
 - (ii) for work performed outside the span of ordinary hours, Monday to Friday - time and a half for the first 2 hours and double time thereafter;
 - (iii) for all work performed on Saturday - time and a half for the first 2 hours and double time thereafter;
 - (iv) for all work performed on Sunday - double time; and
 - (vii) for all work performed on a public holiday - double time and a half.
- (f) The penalty Rates prescribed for work on Saturdays, Sundays and public holidays are applicable to part-time employees.

PART 4 - LEAVE

16 Annual Leave

- (a) From the commencement of the operation of this Agreement until the last full pay period that includes 30 June 2019, employees shall be entitled to a base of 4 weeks' paid annual leave for each 12 months of continuous service.
- (b) From the first full pay period on or after 1 July 2020, employee shall be entitled to a base of 5 weeks' paid annual leave for each 12 months of continuous service.
- (c) Annual leave shall accrue progressively throughout the year, accumulate from year to year and be calculated on the employee's ordinary weekly rate of pay.
- (d) Employees shall be paid a 17.5% annual leave loading, calculated on the basis of the base annual leave payment to be made to the employee. During a period of annual leave employee will be paid:
 - (i) The amount of wages he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant period; and
 - (ii) A leave loading calculated as 17.5% of the employee's annual leave payment.
- (e) Annual leave is normally taken by employees when the Employer practice is

closed. The Employer will provide employees with 10 weeks' notice if employees are required to take leave during such periods. The Employer may grant annual leave in advance to the employee if an employee has insufficient accrued leave to cover these periods.

- (f) Leave will be granted provided cover can be arranged. Preference will be given to leave taken when the unit is closed for holidays.
- (g) Annual leave is exclusive of any public holidays that fall during the period of leave. A day's leave will be added to the employee's annual leave accrual for each holiday with pay that falls within an employee's period of annual leave. In the case of part time employees, such additional days will only be added where the part time employee would have normally been rostered to work on the day concerned. This provision shall not apply to a holiday with pay that falls on a Saturday or Sunday.
- (h) An employee will be paid accrued unused annual leave including annual leave loading upon termination of employment.
- (i) Employees should not accumulate more than 8 weeks of annual leave, except by agreement with the employer.
- (j) An employee who becomes ill or injured whilst on annual leave will be re-credited annual leave entitlement and have deducted personal leave entitlement upon provision of evidence as prescribed in the personal leave clause. The amount of annual leave loading received during any period of annual leave later converted to personal leave shall be deducted, with the employee's authorization, from any future entitlement to annual leave loading or if the employee resigns, from termination pay.
- (k) With the agreement of the Employer an employee may cash out any accrued leave in excess of 4 weeks, subject to the following conditions:
 - (i) annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to annual leave being less than 4 weeks.
 - (ii) each cashing out of a particular amount of annual leave must be by separate agreement in writing between the Employer and the employee.
 - (iii) the employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

17 Other paid and unpaid leave

17.1 Paid Personal/Carer's leave – general

- (a) Personal leave shall accumulate progressively throughout the year and from year to year.
- (b) A permanent part-time employee shall be entitled to personal/carers leave on a pro-rata basis. Such entitlements shall be subject to all the conditions applying to full-time employees.
- (c) An employee shall not be entitled to personal leave on full pay for any period in respect of which the employee is entitled to workers' compensation.

- (d) An employee may take paid personal/carer's leave if the leave is taken:
 - (i) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a personal illness or personal injury affecting the member, or
 - an unexpected emergency affecting the member.
- (e) In the case of injury or illness, if an employee is absent for 2 or more consecutive days, the employee may be required to provide supporting evidence that would satisfy a reasonable person the leave is taken due to illness or injury.
- (f) In the event of an unexpected emergency, if an employee is absent for 2 or more consecutive days, the employee may be required to provide suitable evidence of the emergency which may include the completion of a statutory declaration.
- (g) To avoid doubt, an employee will not be required to provide supporting evidence if the employee is absent for less than two consecutive days.
- (h) Each employee shall notify the Employer of an absence from work due to illness or injury as soon as reasonably practicable and, where able to, prior to the commencement of her/his rostered shift. The employee must also inform the Employer of the estimated duration of the absence.
- (i) For the purposes of this clause.

"continuity of service in the employment" shall not be broken by paid absences from employment on account of illness.

"service" means service in the employment of the Employer.
- (j) The Employer shall not be required to make any payment in respect of accumulated personal leave to any employee who is discharged or leaves his/her employment.

17.2 Paid Personal/Carer's leave accrual

- (a) Full time employees shall be entitled to 150 hours of personal leave for each year of continuous service less any personal leave already taken.
- (b) During the first year of employment with the Employer, an employee shall be entitled to personal leave at the rate of 12 hours 30 minutes for each completed month of service. Upon completion of twelve months' continuous service the nursing employee shall be entitled to a further 150 hours personal leave per annum.

17.3 Unpaid Personal/Carer's leave

Full time and part time employees who have exhausted their personal/carer's leave entitlement, and casual employees, are entitled to 2 days of unpaid carer's leave for each occasion (**permissible occasion**) when a member of the

employee's immediate family, or a member of the employee's household, requires care or support because of-

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

An employee may take unpaid carer's leave for a particular permissible occasion as;

- (a) a single continuous period of up to 2 days; or
- (b) any separate periods to which the employee and his or her Employer agree.

17.4 Compassionate leave

- (a) An employee shall be entitled to up to 3 days' paid compassionate leave on the death of a member of the employee's immediate family or member of the employee's household. Where interstate travel is required, the entitlement shall be 4 days' paid compassionate leave.
- (b) An employee shall be entitled to up to 2 days' paid compassionate leave per occasion if a member of the employee's immediate family or household experiences a life threatening injury or illness.
- (c) Payment for compassionate leave shall be at the normal rate of pay which would have applied to the employee concerned if, were it not for such leave, he/she would have been at work.
- (d) An employee may take compassionate leave for a particular permissible occasion as a single continuous period; or in separate periods of 1 day each: or any separate periods to which the employee and Employer agree.

17.5 Parental leave

Employees are entitled to unpaid parental leave, special maternity leave and pre-adoption leave in accordance with the Act.

In addition to entitlements under the Act, eligible primary-carer permanent employees are entitled to 10 weeks' paid parental leave (**PPL**) or, by agreement, 20 weeks at half-pay.

For the purpose of this clause: "**eligible primary-carer permanent employee**" means a permanent employee of the Employer who has completed no less than 12 months' continuous service in the Employer's employment, to be calculated at the date the employee intends to commence a period of PPL.

Further, eligible primary-carer permanent employees will be entitled to

- for a parental leave period commencing on or after 1 July 2019: 12 weeks PPL or, by agreement, 24 weeks at half-pay.
- for a parental leave period commencing on or after 1 July 2020: 13 weeks PPL or, by agreement, 26 weeks at half-pay
- for a parental leave period commencing on or after 1 July 2021: 14 weeks PPL or, by agreement, 28 weeks at half-pay

Partner Leave

- 1 week paid partner leave will apply from the first full pay period on or after 1 July 2019

17.6 Long Service leave

Employees are entitled to long service leave in accordance with relevant State legislation and the Act (if applicable).

17.7 Community Service leave

Employees are entitled to community service leave (including where the activity is jury duty) in accordance with the Act.

17.8 Unpaid union training leave

Employees may apply for unpaid leave to attend relevant union training activities. The Employer will not unreasonably refuse an employee's application to take unpaid leave to attend such training so long as attendance reduces the workplace staff by no more than one Nursing staff member.

The Employer will not unreasonably refuse a union member to access annual leave or TOIL to attend union training. Such leave may be taken as a single day's leave.

17.9 Professional Development

- (a) Each permanent full time nurse (pro rata, for part time nurses) is able to access up to 5 days paid leave for the purposes of attendance at approved conferences/ seminars. Each application will be assessed on its merits in the context of the applicability of the conference/ seminar, the number of other similar applications and the resources available to the employer.
- (b) The time and manner of taking any entitlement under this provision is to be mutually agreed between the employer and the employee and the course and means of dissemination of conference/seminar information is to be approved by the Managing Director.
- (c) Reasonable travel, accommodation and registration costs may be paid by the employer, when the employer selects and/or approves the employee for the conference/seminar.
- (d) All staff granted conference/seminar leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to the Director of Nursing.
- (e) Where an application for professional development leave is approved by the employer covers a period that the employee is not rostered for duty including weekends, payment for the professional development leave shall be at the ordinary hourly rate of pay, provided further that if the conference or seminar occurs on a weekend day that the employee was rostered for duty or is normally rostered for duty payment shall be at the weekend rate of pay.

17.10 Leave to deal with Family and Domestic Violence

- (a) This clause applies to all employees, including casuals.
- (b) Definitions
 - (i) 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, 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 of the employee; or
 - c. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
 - (ii) A reference to a spouse or de facto partner in the definition of family member in clause 17.10(b)(i) includes a former spouse or de facto partner.
- (c) Entitlement to leave
 - (i) An employee is entitled to 5 days' paid 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; and
 - b. the leave does not accumulate from year to year; and
 - c. is available in full to part-time and casual employees (casual employees will receive unpaid leave).
 - (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the Employer.
- (d) Taking leave to deal with family and domestic violence
 - (i) An employee may take 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.
 - (ii) The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.
- (e) Service and continuity

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. Paid leave will count as service.
- (f) Notice and evidence requirements
 - (i) Notice

An employee must give the Employer notice of the taking of leave by the employee under this clause. The notice:

 - a. must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - b. must advise the employer of the period, or expected period, of the leave.
 - (ii) Evidence
 - a. An employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in

clause 17.10(d).

- b. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
- (g) Confidentiality
 - (i) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 17.10(f), is treated confidentially, as far as it is reasonably practicable to do so.
 - (ii) Nothing in clause 17.10 prevents the Employer 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.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

- (h) Compliance
 - An employee is not entitled to take leave under clause 17.10 unless the employee complies with clause 17.10.

17.11 Purchased Leave

- (a) Purchased leave is where employees have planned absences of two weeks of leave which is funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.
- (b) From the commencement of this Agreement, employees may apply for two weeks purchased leave in each calendar year. Purchased leave can only be taken in whole week blocks.
- (c) Purchased leave must be utilised within the twelve months in which it is purchased.
- (d) Purchased leave counts as service for all purposes.
- (e) Applications for purchased leave must be made by a date nominated by TasIVF.
- (f) The Director of Nursing's approval of purchased leave will be based on the operational requirements of TasIVF, having regard to the personal needs and family responsibilities of staff.
- (g) Once a period of purchased leave has been approved, it may only be revoked by TasIVF where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the employee, or the leave deferred to a date mutually agreed by the Employer and employee.
- (h) Where an employee leaves TasIVF during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.

PART 5 - MISCELLANEOUS

18 Allowances

18.1 Higher Duties Allowance

Where an employee is required to "act up" in the role of Nurse Manager, the

employee will be paid an additional \$26.92 per day for the entire period the employee is required to act up/

This allowance will be increased in accordance with the dates of effect and prescribed percentages set out at clause 12(d) of this Agreement. .

18.2 Post Graduate Allowance

- (a) A Registered Nurse who holds an Employer-approved post-graduate diploma or a degree (other than a nursing undergraduate degree) and that qualification is relevant to the duties being performed in a particular shift shall be paid an additional allowance of 6.5% (based on the employee's ordinary hourly rate) for that shift.
- (b) A Registered Nurse who holds an Employer-approved Masters, or a Doctorate and that qualification is relevant to the duties being performed in a particular shift shall be paid in addition to their salary, an additional allowance of 7.5% (based on the employee's ordinary hourly rate) for that shift.
- (c) Only one qualification allowance at any time applies for each Registered Nurse. It must be demonstrated that the qualification is relevant to the Employee's current area of practice and is being utilised.

The post-graduate allowance shall be taken into account in the calculation of overtime and annual leave payments.

For the purpose of this clause "**Employer- approved**" qualifications are Perioperative or Perioperative with anesthetics and Reproductive Medicine.

18.3 Advanced Diploma of Nursing (Enrolled Nurse)

- (a) An Enrolled Nurse who holds a relevant Advanced Diploma of Nursing will receive an allowance of 4% of the relevant hourly rate of pay subject to the provisions of clause 18.4.
- (b) Only one qualification allowance at any time applies for each Enrolled Nurse. It must be demonstrated that the qualification is relevant to the Employee's current area of practice and is being utilised.

18.4 A qualification allowance in this clause is not payable until the employee has provided evidence of the employee's qualification to the Employer; and

Payment of the qualification allowance shall be made on and from the date that evidence is provided to the Employer.

18.5 On-call Allowance

- (a) An employee required by the Employer to be on-call will receive \$52.95 for each 24 hour period or part thereof.
- (b) When a second employee is required to be on-call, they will also be paid the on-call allowance provided for in this clause.
- (c) The on-call allowance is payable regardless of whether an employee is called into work.

(d) This allowance will increase on 1 July each year for the life of this Agreement.

18.6 Employees will not be recalled to work under this Agreement.

18.7 Overtime Meal Allowances

(a) An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.88 in addition to any overtime payment as follows:

(i) when the overtime work on any shift exceeds one hour;

(ii) provided that where such overtime work exceeds four hours a further meal allowance of \$11.61 will be paid.

(b) Clause 18.7(a) will not apply when an employee could reasonably return home for a meal within the meal break.

18.8 Uniforms

Employees required by the Employer to wear a uniform will be supplied such uniform by the Employer at no cost to the Employee. Such uniform remains the property of the Employer.

19 Public Holidays

Employees are entitled to public holidays in accordance with the Act.

20 Professional Development

Professional development opportunities shall be made available by the Employer to all employees.

21 Superannuation

Superannuation will be paid by the Employer in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, to a complying superannuation fund chosen by the employee or, if there is no fund chosen by the employee to an eligible choice fund nominated by the Employer. Any superannuation fund nominated by the Employer will offer a MySuper product.

22 Termination of Employment

22.1 Notice of termination or payment in lieu by Employer

Except in the case of misconduct justifying summary dismissal, the Employer will provide notice of termination or payment in lieu of notice as required by the Act, as detailed below:

Period of continuous service	Period of notice
-------------------------------------	-------------------------

1 year or less	1 week
More than 1 year – 3 years	2 weeks
More than 3 years – 5 years	3 weeks
More than 5 years	4 weeks

An additional week's notice applies in the case of an employee over the age of 45 years with a period of continuous service of at least 2 years.

22.2 Notice of termination by Employee

The notice of termination required to be given by a full-time or part-time employee shall be 7 days.

22.3 Outstanding wages and monies on termination

Employees will be paid all outstanding wages and monies by close of business on the date of termination.

23 Redundancy

The Employer will comply with any obligations to the employees with respect to redundancy pay in accordance with the Act.

24 No extra claims

It is agreed by the parties that up to the nominal expiry date of this Agreement the employees will not pursue any extra wage claims or any other benefit in relation to their employment.

PART 6 - FLEXIBILITY

25 Flexibility

(a) The Employer 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:

(i) the agreement deals with 1 or more of the following matters:

- (1) arrangements about when work is performed;
- (2) overtime rates;
- (3) penalty rates;
- (4) allowances;
- (5) leave loading; and

(ii) the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(iii) the arrangement is genuinely agreed to by the Employer and employee.

(b) The Employer must ensure that the terms of the individual flexibility arrangement:

- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

- (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Employer must ensure that the Individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the Employer and employee; and
 - (iii) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) 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
 - (v) states the day on which the arrangement commences.
- (d) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or employee may terminate the individual flexibility arrangement
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and employee agree in writing at any time.

PART 7 - CONSULTATION AND DISPUTE RESOLUTION

26 Consultation

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

Major change

- (b) For a major change referred to in paragraph (a)(i):
- (i) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses (c) to (h) apply.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term if:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation: and

- (ii) the employee or employees advise the employer of the identity of the representative;
 - (iii) the employer must recognize the representative.
- (d) As soon as practicable after making its decision, the employer must:
- (i) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees: and
 - (3) any other matters likely to affect the employees.
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (g) If a term in this agreement provides for a major change to production, program, organization, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (b)(i) and subclauses (c) and (d) are taken not to apply.
- (h) In this term, a major change is likely to have a significant effect on employees *if* it results in:
- (i) the termination of the employment of employees- or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) the alteration of hours of work; *or*
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs

Change to regular roster or ordinary hours of work

- (i) For a change referred to in paragraph (a)(ii):
 - (i) the employer must notify the relevant employees of the proposed change; and

- (ii) subclauses (j) to (n) apply.
- (j) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (k) If:
 - (i) a relevant employee appoints, or relevant employees appoint. a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative.

the employer must recognize the representative.
- (l) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the Introduction of the change. and
 - (b) for the purposes of the discussion provide to the relevant employees:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (3) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (m) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (n) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (o) In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause (a).

27 Dispute settlement procedure

- (a) If a dispute relates to:
 - (i) a matter arising under the agreement; or
 - (ii) the National Employment Standards;

this term sets out procedures to settle the dispute.
- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) 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

- (ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - (1) arbitrate the dispute: and
 - (2) make a determination that is binding on the parties.

Note: The Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

- (f) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) 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
 - (ii) an employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (1) the work is not safe; or
 - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (3) the work is not appropriate for the employee to perform; or
 - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Schedule 1 - Classifications

Enrolled Nurse (Medication Endorsed) means an enrolled nurse registered as such with the Nursing and Midwifery Board of Australia who is authorised to administer medications.

Nurse means a nurse registered as such with the Nursing and Midwifery Board of Australia or a nurse enrolled as such under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010 (Tas)*.

Registered Nurse - Level 1 means a Registered Nurse who is not otherwise classified within a level of Registered Nurse positions.

Registered Nurse - Level 2 means a Registered Nurse who is appointed as such, and:

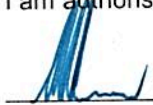
- (a) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
- (b) has the ability and skills to provide guidance to Registered Nurses Level 1; and
- (c) is employed within a clinical unit.

Registered Nurse - Level 3 means a Registered Nurse who is appointed as such, and may be referred to as the Nurse Manager

Schedule 2 - Rates of pay

Salary level	CURRENT	FFPPOA 1 July 2019	FFPPOA 1 July 2020	FFPPOA 1 July 2021
		2.5%	3%	3.5%
Enrolled Nurse - Medication Endorsed				
1 st year of service	61,222.27	62,752.83	64,635.41	66,897.65
2 nd year of service	62,613.22	64,178.55	66,103.91	68,417.54
3 rd year of service	63,962.64	65,561.71	67,528.56	69,892.06
Registered Nurse - Level 1				
1 st year of service	62,547.24	64,110.92	66,034.25	68,345.45
2 nd year of service	65,266.45	66,898.11	68,905.05	71,316.73
3 rd year of service	67,985.69	69,685.33	71,775.89	74,288.05
4 th year of service	70,706.16	72,473.81	74,648.03	77,260.71
5 th year of service	73,426.65	75,262.32	77,520.19	80,233.39
6 th year of service	76,145.87	78,049.52	80,391.00	83,204.69
7 th year of service	78,865.09	80,836.72	83,261.82	86,175.98
8 th year of service	81,584.33	83,623.94	86,132.66	89,147.30
Registered Nurse - Level 2				
1 st year of service	84,303.55	86,411.14	89,003.47	92,118.59
2 nd year of service	87,022.78	89,198.35	91,874.30	95,089.90
3 rd year of service	89,742.01	91,985.56	94,745.13	98,061.21
4 th year of service	92,462.49	94,774.05	97,617.27	101,033.88
Registered Nurse - Level 3				
1 st year of service	95,181.71	97,561.25	100,488.09	104,005.17
2 nd year of service	97,900.95	100,348.47	103,358.93	106,976.49

I am authorised to sign this Agreement on behalf of TasIVF Pty Ltd

 Simon Barber Managing Director

SIGNATURE

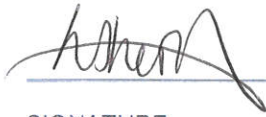
PRINT NAME

AUTHORITY TO SIGN / TITLE

Address: 2 Melville St, Hobart TAS 7000

Date 20 December 2018

I am authorised to sign this Agreement as a nominated employee bargaining representative on behalf of the Australian Nursing and Midwifery Federation (Tasmanian Branch)



SIGNATURE

Emily Shepherd

PRINT NAME

Branch Secretary

AUTHORITY TO SIGN / TITLE

Address: 19 Brisbane Street, Launceston, 7250.

Date 19 December, 2018

I am authorised to sign this Agreement as a nominated employee bargaining representative on behalf of the
HAGSU ~~Tas~~ HEALTH SERVICES UNION, TASMANIA BRANCH



Tim Jacobson

State Secretary

SIGNATURE

PRINT NAME

AUTHORITY TO SIGN / TITLE

Address: 11 Clare Street., New Town, Tas 7008

Date: 18/12/2018

FAIR WORK COMMISSION

MATTER NO: AG2018/7209 – Application for Approval of the *TasIVF Nurses Enterprise Agreement 2019 (the Agreement)*

UNDERTAKINGS

TasIVF agrees to provide the below undertakings pursuant to section 190 of the *Fair Work Act 2009*.

1. **Ceremonial leave** – TasIVF undertakes that an employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of TasIVF.



Simon Barker
Managing Director
TasIVF Pty Ltd