



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Butler McIntyre and Butler
(AG2014/3417)

TASIVF NURSES AND LABORATORY STAFF ENTERPRISE AGREEMENT

Tasmania

COMMISSIONER LEE

MELBOURNE, 24 APRIL 2014

Application for approval of the TasIVF Nurses and Laboratory Staff Enterprise Agreement.

[1] An application has been made for approval of a single-enterprise agreement known as the *TasIVF Nurses and Laboratory Staff Enterprise Agreement* (the Agreement). The application was made by Butler McIntyre and Butler Lawyers as bargaining representative appointed by the employer, Tas IVF Pty Ltd (the Employer). The application is made pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] The Employer has provided written undertakings. A copy of the undertakings given is attached to this decision at 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] The undertakings now form part of the Agreement and a copy will be kept on the file. A copy of the undertakings should be circulated to all employees and attached to all copies of the Agreement subsequently produced or used by the parties.

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

[5] The Agreement contained a typographical error in interchangeably referring to “Graduate Scientist” (clause 11.3) and “Scientist” (Appendix A). The Applicant made application to correct the references in the Agreement to refer only to “Scientist”. I have sought the views of the bargaining representatives as to the correction of these errors. Having considered the typographical errors and the views of the bargaining representatives, pursuant to section 586(a) of the Act, the errors are corrected in the published Agreement.

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

[7] The Agreement is approved, and, in accordance with s.54 of the Act, will operate from 1 May 2014. The nominal expiry date of the Agreement is 31 October 2015.




COMMISSIONER

Annexure A:

TasIVF Nurses and Laboratory Staff Enterprise Agreement AG2014/3417

TasIVF Pty Ltd (**the Employer**) hereby undertakes:

- (a) Under clause 21 of the agreement, any superannuation fund nominated by the Employer will offer a MySuper product.
- (b) Subject to clause 13.2(b) of the agreement, part-time staff who work hours in excess of the hours agreed under clause 6(d) will be entitled to overtime rates in respect of those excess hours at the rate of time and a half for the first 2 hours and double time thereafter.
- (c) Under clause 11.3 of the Agreement, the rate of pay for classification Experienced Scientist – 2nd year is:
 - (i) From 1 July 2013: \$34.79 per hour (\$67,840.50 per annum);
 - (ii) From 1 July 2014: \$35.83 per hour (\$69,875.71 per annum);
 - (iii) From 1 July 2015: \$36.90 per hour (\$71,964.55 per annum)
- (d) Under clause 11.3, the rate of pay for Graduate Scientist–Level 3 classification is:
 - (i) From 1 July 2013: \$30.21 per hour (\$58,909.50 per annum);
 - (ii) From 1 July 2014: \$31.12 per hour (\$60,676.79 per annum); and
 - (iii) From 1 July 2015: \$32.05 per hour (\$62,497.09 per annum).
- (e) Employees in the Graduate Scientist–Level 2, Graduate Scientist–Level 3, Graduate Scientist–Level 4, Experienced Scientist–Year 1, and Assistant Manager classifications shall progress to the next highest classification upon the completion of one year service at the relevant classification.
- (f) Under clause 11.3, the rate of pay for Laboratory Staff Manager is:
 - (i) Year 1-2: From 1 July 2013: \$39.83 per hour (\$77,675.39 per annum)
From 1 July 2014: \$41.03 per hour (\$80,005.65 per annum)
 - (ii) After two years' service in that classification: at least the minimum rate for the Health Professional – Level 4 – Pay point 3 classification in the Health Professionals and Support Services Award; and
 - (iii) After 3 years' service in that classification: at least the minimum rate for the Health Professional – Level 4 – Pay point 4 classification in the Health Professionals and Support Services Award.

Signed  Date: 15/4/14

Simon Barker
Chief Executive Officer,
Tas IVF Pty Ltd and duly
authorised to give these
undertakings on behalf of
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 this agreement.

Tas IVF Nurses and Laboratory Staff Enterprise Agreement

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PART 1 PRELIMINARY

1 Title

This Agreement shall be known as the TasIVF Nurses and Laboratory Staff Enterprise Agreement.

2 Parties

The parties to this agreement are:

1. Tas IVF Pty Ltd [ACN 122 826 939] (“**the Employer**”);
2. The Health and Community Services Union (Tasmania);
3. The Australian Nursing and Midwifery Federation (Tasmania Branch); and
4. All nurses and laboratory staff 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

4.1 Commencement Date

This Agreement shall take effect seven days after the Agreement is approved by the Fair Work Commission.

4.2 Nominal Expiry Date

This Agreement’s nominal expiry date is 31 October 2015.

5 Relationship with Awards

This Agreement applies to the exclusion of any relevant awards or other industrial instruments of any kind including but not limited to:

1. The Health Professionals and Support Services Award 2010; and
2. The Nurses Award 2010.

PART 2 - THE EMPLOYMENT RELATIONSHIP

6 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;
- (d) Contracted hours;
- (e) Probationary period of employment; and
- (f) Other relevant terms and conditions of employment.

7 Probationary Period of Employment

7.1 Probationary period

All new employees are initially engaged on the basis of a six-month probationary period of employment. The purpose of the probationary period is to enable the Employer and the employee to ascertain their suitability and capability to work together.

7.2 Right to terminate

During the probationary period the Employer or the employee may terminate the employment with notice in accordance with the National Employment Standards.

7.3 Completion of probation period

At the successful completion of the probation period the employee will become eligible for permanent employment.

8 Categories of employment

8.1 Full-time Employees

A full time employee is engaged for 37.5 hours per week.

8.2 Part-time Employees

A part-time employee:

1. Is employed on a regular and ongoing basis for less than 37.5 hours per week;
2. Accrues leave entitlements on a proportionate pay basis; and
3. Shall be paid an annual salary as a proportion of the annual salary paid to a full-time employee. In the case of laboratory staff, this salary shall include rostered weekend work.

8.3 Casual Employees

A casual employee is engaged by the hour and employed on an irregular and as required basis.

For working during ordinary time a casual employee will be paid per hour $1/37.5$ th of the weekly rate prescribed for the work he/she performs. In addition a casual will be paid a 25% loading on the fulltime ordinary hourly rate of pay in lieu of personal leave and annual leave entitlements.

9 Confidentiality

9.1 Confidential Information

“Confidential Information” means all information disclosed to or obtained by an employee during the employment provided that:

- (a) it is identified or treated as confidential to the Employer; or
- (b) it is confidential information, at law; or
- (c) it is confidential information relating to:
 - (i) the employer's clients or client lists;
 - (ii) the employer's strategic or marketing plans;
 - (iii) the employer's business methods, processes, systems, costings, profit margins, products or services, pricing methods, commercial documentation, transactions, operations or finances;
 - (iv) the employer's know-how, trade secrets, ideas, concepts, or technical information,

but does not include information which may become public knowledge other than through a breach by an employee of the terms of this Agreement or their employment contract.

It is the nature of the Employer's business that employees will regularly deal with and have access to Confidential Information.

Any Confidential Information must be held in strict confidence both during and after the employee's employment.

An employee must not reveal to any person any Confidential Information during or after their employment without the Employer's consent.

9.2 Do not copy or remove

An employee must not, without the prior consent of the Employer, copy, use or in any way deal with any Confidential Information in any way or remove any Confidential Information from the employer's premises.

9.3 Deliver up upon termination

Upon ceasing to be employed by the Employer, an employee must deliver up to the Employer all Confidential Information and all copies of them by whatever means made (including magnetic media), whether complete or incomplete.

9.4 Property in Confidential Information

All Confidential Information will at all times remain the property of the Employer.

10 Classification structure

Appendix A details the classification structure applicable to Nurses and Laboratory Staff.

11 Wages

11.1 General

1. Full and part-time employees shall be paid an annual salary according to training and service.
2. Wages will be paid fortnightly by electronic funds transfer by no later than Thursday of each fortnight.
3. On each payday employees will be provided with a pay slip detailing all payments and deductions as required by law.
4. A year 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.
5. Increases will be paid from the first full pay period to commence on or after the dates specified below.

11.2 Nurses wages

Salaries over the life of this Agreement are as follows:

Salary level	Annual salary			
Registered Nurse – Level 1	From 4 August 2012	1/7/2013	1/7/2014	1/7/2015
		3%	3%	3%
1 st year of service	53,152.64	54,747.22	56,389.64	58,081.33
2 nd year of service	55,463.44	57,127.34	58,841.16	60,606.39
3 rd year of service	57,774.24	59,507.47	61,292.69	63,131.47
4 th year of service	60,086.10	61,888.68	63,745.34	65,657.70
5 th year of service	62,397.96	64,269.90	66,198.00	68,183.94
6 th year of service	64,708.76	66,650.02	68,649.52	70,709.01
7 th year of service	67,019.56	69,030.15	71,101.05	73,234.08
8 th year of service	69,330.36	71,410.27	73,552.58	75,759.16
Registered Nurse – Level 2				
1 st year of service	71,641.16	73,790.39	76,004.11	78,284.23

2 nd year of service	73,951.96	76,170.52	78,455.63	80,809.30
3 rd year of service	76,262.76	78,550.64	80,907.16	83,334.38
4 th year of service	78,574.62	80,931.86	83,359.82	85,860.61
Registered Nurse – Level 3				
1 st year of service	80,885.42	83,311.98	85,811.34	88,385.68
2 nd year of service	83,196.22	85,692.11	88,262.87	90,910.76
3 rd year of service	85,507.02	88,072.23	90,714.40	93,435.83
4 th year of service	87,817.82	90,452.35	93,165.92	95,960.90

11.3 Laboratory staff wages

Salary level	Annual salary			
Laboratory Technician	From 4 August 2012	1/7/2013 3%	1/7/2014 3%	1/7/2015 3%
1 st year	38,838	40,003.14	41,203.23	42,439.33
2 nd year	40,659	41,878.77	43,135.13	44,429.19
3 rd year	42,961.00	44,249.83	45,577.32	46,944.64
Scientist				
Level 1	50,079	51,581.37	53,128.81	54,722.68
Level 2	53,025	54,615.75	56,254.22	57,941.85
Level 3	55,971	57,650.13	59,379.63	61,161.02
Level 4	58,916	60,683.48	62,503.98	64,379.10
Experienced Scientist				
1 st year	61,862	63,717.86	65,629.40	67,598.28
2 nd year	64,808	66,752.24	68,754.81	70,817.45
3 rd year	67,754	69,786.62	71,880.22	74,036.63
Assistant Manager	70,700	72,821.00	75,005.63	77,255.80
Manager	75,413	77,675.39	80,005.65	82,405.82

12 Hours of Work

12.1 Nurses

- (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 for Nurses are 37.5 hours per week, to be worked between 6am to 6pm, Monday to Friday.
- (c) Ordinary hours of work are not to exceed 8 hours on any one day.
- (d) The minimum shift duration is 2 hours.
- (e) 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) Alternative arrangements may be made by agreement between an employer and employee. Any such agreement will be recorded in writing.
 - (iii) 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.
- (f) Where an employee is required to work more than one and a half hours' overtime, the employee shall be allowed to take a 20 minute paid meal break either prior to or during the period of overtime work.

12.2 Laboratory Staff

1. General

- (a) Employees 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.
- (b) The minimum shift duration is 2 hours.

2. Scientists

(a) Fulltime Scientists

- (i) The span of ordinary hours shall be 6.30am to 6.00pm, Monday to Friday. Work hours may vary according to the requirements of the unit and by mutual agreement but shall not exceed 10 hours on any one day.
- (ii) During training a full-time scientist shall be required to work 5 days per week, 7.5 hours per day.
- (iii) Once weekend training is completed the full-time scientist shall work a maximum of one weekend shift in each 3 week period. There will be 2 days time-in-lieu accrued as compensation for working rostered weekends.

- (iv) A rostered weekend will consist of laboratory work as required and on-call work for emergencies. Pay for rostered weekend work is fixed and it is agreed that the hours actually worked on rostered weekends may vary.
 - (v) Provided that the maximum daily hours shall not exceed 7.5 hours and where the maximum daily hours exceed 7.5 hours, clause 13.2(d) shall apply.
- (b) **Part-time scientists**
- (i) During training, a part-time scientist will be rostered to work on weekdays as negotiated with the Employer.
 - (ii) Once training is completed the part-time scientist is qualified to work rostered weekends by mutual agreement.
 - (iii) There will be 2 weekdays rostered off in each 3 week period as part payment for rostered weekends, unless the employee, with the agreement of the Employer, elects to be paid an amount equivalent to the 2 rostered days off. This amount is calculated on the basis of 7.5 hours for each weekend day worked.

3. **Laboratory Technicians**

A laboratory technician is engaged Monday to Friday in either a full or part-time basis as negotiated with the Employer. Ordinary hours shall be rostered but shall not exceed 10 hours on any one day. The span of ordinary hours is 6.00am to 6.00pm

13 Overtime and penalties

13.1 Nurses

- (a) Subject to subclause 13.1(b) 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.
- (e) Overtime shall be paid in the following circumstances:
 - (i) When ordinary daily hours exceed 8 hours – 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
 - (v) 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.

13.2 Laboratory staff

- (a) Subject to subclause (d) below, rostered weekends are not considered to be overtime.
- (b) No overtime shall be worked without the prior approval of the Employer.
- (c) 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.
- (d) Overtime will be paid when ordinary daily hours exceed 7.5 hours or for work done outside the span of hours under the “hours of work” clause – time and a half for the first 2 hours and double time thereafter.
- (e) When 2 staff are required, the second staff member shall be paid for a minimum of 2 hours:
 - (i) For all work performed on Saturday – time and a half;
 - (ii) For all work performed on Sunday – double time.
- (f) Staffing by a second person on weekends must be pre-approved by the Laboratory Manager. It is the Laboratory Manager’s responsibility to ensure the laboratory is adequately staffed to ensure safe practice.
- (g) Work performed on a public holiday will be paid at double time and a half.

14 On-call, holiday closures, emergency call-ins

This clause 14 applies to Laboratory Staff only.

14.1 On-call duties

1. Full-time scientists will be required to be on-call for a maximum of 1 week in 3.
2. The on-call week shall be from Thursday evening to the following Thursday morning and shall incorporate the employee's rostered weekend.
3. While on-call the employee:
 - (a) is responsible for the laboratory telephone;
 - (b) must be contactable on the work mobile at all times; and
 - (c) must be able to get to the workplace within 30 minutes of an alarm activation.
4. Part time scientists and laboratory technicians are not required to be on-call unless they are relieving full-time staff (eg holiday and personal leave).

14.2 Laboratory closure for holidays

1. Alternative duties

When the laboratory is closed for holidays, laboratory employees not on holiday may be required to take on alternative duties.

2. Hours of work

During periods of laboratory closure laboratory employees at work will not be required to work on the weekend. Work will be 7.5 hours per day Monday to Friday, provided that if a laboratory employee is called in to work on the weekend, the employee shall be paid a daily call allowance equivalent to 4 hours paid at time and a half of the employee's ordinary hourly rate of pay.

14.3 Emergency call in during periods of laboratory closure

1. The scientist who is rostered as the "emergency call in" staff member and has the laboratory telephone for the period nominated during the closure of the laboratory is required to respond to any emergency call in for the purposes of providing patient services.
2. An employee on call who is required to return to the workplace will be paid at the rate of time and a half for the first 2 hours and then double time thereafter with a minimum of 2 hours pay at overtime rates. For emergency call in on a Public Holiday this rate shall be double time for the first 2 hours and double time and a half thereafter.
3. Patient services for this purpose are related to Andrology services and involves the "collection, processing and freezing" of semen.
4. This does not cover call ins for normal operational issues such as responses to an alarm or for filling liquid nitrogen tanks.

15 Flexibility

1. An Employer and 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 1 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 the Employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and employee.
2. The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
3. The Employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Employer and employee; and
 - (c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise 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
 - (e) states the day on which the arrangement commences.
4. The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5. The Employer or 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 the Employer and employee agree in writing — at any time.

16 Allowances

16.1 Higher Duties Allowance

Where an employee is required to “act up” in the role of Nurse Manager or Laboratory Manager, the employee will be paid an additional \$18.00 per day for the entire period the employee is required to act up.

This allowance will increase by 3% on 1 July each year for the life of this Agreement.

16.2 Post Graduate Allowance

- (a) A Registered Nurse who holds a post-graduate diploma or a degree (other than a nursing undergraduate degree) relevant to the duties being performed shall be paid an additional allowance of 6.5% (based on the employee’s ordinary hourly rate).
- (b) A Registered Nurse who holds a Masters, or a Doctorate relevant to the duties being performed, shall be paid, in addition to their salary, 7.5% of the hourly rate of pay.

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

16.3 On-call Allowance

An employee required by the employer to be on-call will receive \$45 for each 24 hour period or part thereof.

This allowance will increase by 3% on 1 July each year for the life of this Agreement.

17 Time off in lieu

Employees may accrue time off in lieu (TOIL) from time to time in accordance with the terms of this Agreement. TOIL in excess of 10 days must be cashed out at the next regular pay cycle.

18 Professional Development

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

19 Annual leave

19.1 Entitlement

All employees shall be entitled to 4 weeks paid annual leave for each 12 months of continuous service. 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. In addition, an employee 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.

19.2 Annual leave pay and loading

Before going on leave an employee will be paid:

- (a) 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
- (b) a leave loading calculated as 17.5% of the employee's annual leave payment.

19.3 Practice shutdown periods

1. Annual leave is normally taken by employees when the Employer practice is closed.
2. The Employer will provide employees with 2 weeks' notice if employees are required to take leave during such periods.
3. The Employer may grant annual leave in advance to the employee if an employee has insufficient accrued leave to cover these periods.

19.4 Taking of annual leave

Leave will be granted provided cover can be arranged. Preference will be given to leave taken when the unit is closed for holidays.

19.5 Annual leave and public holidays

Annual leave is exclusive of any holidays with pay 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.

19.6 Accrued annual leave and termination

Where an employee lawfully terminates his or her employment, the employee shall be paid out any accrued entitlements with the exception of the 17.5% loading specified at subclause 19.1.

19.7 Cashing out of Annual Leave

1. Employees should not accumulate more than 8 weeks of annual leave.

2. With the agreement of the Employer an employee may cash out any accrued leave in excess of 4 weeks.
3. 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.
4. Each cashing out of a particular amount of annual leave must be by separate agreement in writing between the Employer and the Employee.
5. 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.

20 Other paid and unpaid Leave

20.1 Paid Personal/Carer's leave

1. Nursing staff
 - (a) Nursing employees shall be entitled to 150 hours personal leave for each year of continuous service less any personal leave already taken.
 - (b) During the first year of employment with the employer, a nursing 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.
2. Laboratory staff
 - (a) A full-time laboratory staff member shall be entitled to 75 hours of personal leave for each year of continuous service.
 - (b) During the first 3 months of employment personal leave shall accrue on the basis of 6.25 hours each completed calendar month of service.
3. General conditions regarding paid personal leave
 - (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/carers' 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 event that an employee exhausts their personal leave accruals, he or she can access unpaid carer's leave of up to 2 days per occasion.
- (f) In the case of injury and illness, the employee may be required to provide supporting evidence from a registered health practitioner. In the event of an unexpected emergency, the employee may be required to provide suitable evidence of the emergency which may include the completion of a statutory declaration.
- (g) Each employee shall notify the Employer of an absence from work due to illness or injury prior to the commencement of her/his rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the Employer of the estimated duration of the absence.
- (h) For the purposes of this clause:

"service" means service in the employment of the Employer.

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

20.2 Unpaid Personal/Carer's leave

Employees are entitled to unpaid personal/carer's leave in accordance with the *Fair Work Act 2009*.

20.3 Compassionate Leave

1. An employee shall be entitled to up to 3 days paid compassionate leave on the death of a family member of the employee's immediate family (as defined by the *Fair Work Act 2009*) or household up to and including the day of the funeral.
2. 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.
3. 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.

20.4 Parental Leave

Employees are entitled to unpaid parental leave, special maternity leave and pre-adoption leave in accordance with the *Fair Work Act 2009*.

20.5 Public Holidays

Employees are entitled to public holidays in accordance with the *Fair Work Act 2009*.

20.6 Long Service Leave

Employees are entitled to long service leave in accordance with relevant State legislation and the *Fair Work Act 2009* (if applicable).

20.7 Community Service Leave

Employees are entitled to community service leave in accordance with the *Fair Work Act 2009*.

20.8 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 Laboratory Staff member and 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.

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.

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 Chapter 2, Part 2.2 of the *Fair Work Act 2009*.

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 *Fair Work Act 2009* and sub item 5(4) of Schedule 4, Part 3 of the *Fair Work (Transitional and Consequential Amendments) Act 2009*.

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 3 – CONSULTATION & DISPUTE RESOLUTION

25 Consultation

1. This term applies if:
 - (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
2. The Employer must notify the relevant employees of the decision to introduce the major change.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

5. As soon as practicable after making its decision, the Employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
8. 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); or
 - (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.
9. In this term, *relevant employees* means the employees who may be affected by the major change.

26 Dispute settlement procedure

1. If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
 this term sets out procedures to settle the dispute.
2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
3. 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.
4. 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.
5. The Fair Work Commission may deal with the dispute in 2 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, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note If The 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 Australia 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.

6. While the parties are trying to resolve the dispute using the procedures in this term:
 - (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 the Employer 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.
7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

APPENDIX A

Nursing staff classifications

Nurse means a nurse registered as such with the Nursing Board of Tasmania or a nurse enrolled as such under the provisions of the *Nursing Act 1995*.

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.

Laboratory staff classifications

Laboratory Technician Year 1

Employees will have a certificate or diploma or relevant work experience.

Laboratory Technician Year 2

Employees shall have completed 1800 hours or work as a Laboratory Technician with the current employer or an employer providing a similar service

Laboratory Technician Year 3

Employees shall have completed 3600 hours or work as a Laboratory Technician with the current employer or an employer providing a similar service

Scientist: Level 1

Training

Employees will have a Degree in Science without subsequent relevant work experience.

Tasks

Employees will apply skills acquired through the successful completion of a Degree in Science and will undertake tasks of limited scope that will be determined by senior staff.

Employees will be trained under the guidance of senior staff and will complete tasks as outlined in the Laboratory Training Manual.

Promotion

An employee will progress to Level 2 when it is assessed by the Laboratory Manager that the employee is able to work weekends independently or they have worked 1800 hours, whichever arrives earlier. Employees may request a review by the Laboratory Manager at any time.

Scientist: Level 2

Training

Employees will have a degree with a minimum of 2 years subsequent relevant work experience or will have completed Level 1 of this agreement.

Employees with no embryology or andrology work experience will be trained in tasks as outlined in Level 1 and Level 2.

Tasks

Employees will apply skills acquired through completion of the Laboratory Training Manual, and will have the ability to work weekends independently.

Employees will undertake tasks without detailed supervision but under guidance from senior staff.

Promotion

An employee will progress to Level 3 when it is assessed by the Laboratory Manager that the employee is able to perform ICSI independently and to an acceptable standard. It is anticipated that this can be achieved after 3600 hours of service. Employees will be reviewed at 2700 hours to ensure that this is achievable by providing training and opportunity to practice. Employees may also request a review by the Laboratory Manager at any time.

Scientist: Level 3

Training

Employees will have a degree with a minimum of 3 years subsequent relevant work experience or will have completed Level 1 and Level 2 of this agreement.

Employees with no embryology or andrology work experience will be trained in tasks as outlined in Level 1, 2 and 3.

Tasks

An employee will be able to perform or quickly acquire the skills to perform the majority of tasks required as outlined in the position description for Embryologist.

Promotion

An employee will progress to Level 4 who has completed 1800 hours at Level 3.

Scientist: Level 4

Training

Employees will have a degree with a minimum of 4 years subsequent relevant work experience including a minimum of 1 years experience in an accredited IVF laboratory or will have completed Level 3 of this agreement.

Tasks

Employees will be able to perform all the tasks required as outlined in the position description for embryologist

Employees at this level may have supervisory responsibility for junior staff.

Promotion

An employee will progress to Level 4 who has completed 1800 hours at Level 3

An employee will progress to Experienced Scientist, Level 1 after a minimum of 1800 hours (1 year) at Level 4 and when the employer assesses the employee to possess the following.

- Demonstrated negotiation and communication skills
- Good and practiced work ethics, including reliability and flexibility
- Well developed time management skills
- Demonstrated ability to work as part of a team as well as individually
- Participate in data manipulation and documentation
- Well developed troubleshooting skills
- In depth understanding of all laboratory procedures and theory
- Ability to assist in training junior staff
- Ability to identify potential risks

Experienced Scientist: Year 1

Upon completing 1800 hours at level year 1 and with regard to the acquisition and use of skills, a level year 1 employee will progress to Experienced Scientist Level 2.

Experienced Scientist: Year 2

Upon completing 1800 hours at level year 2 and with regard to the acquisition and use of skills, a level year 2 employee will progress to Experienced Scientist Level 3.

Experienced Scientist: Year 3

Dated this 17 day of January 2014

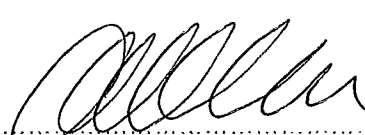
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Chief Executive Officer
TasIVF Pty Ltd

Simon Barker

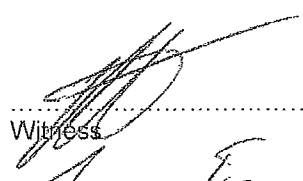
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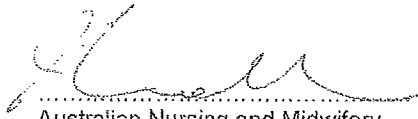

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Chris Brown
State Secretary
Health Services Union, Tasmania No. 1
Branch

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Witness


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Alison Wells 20 Murray St
Witness name and address Hobart TAS
7000

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Witness


.....
James Edgington
Witness name and address Witness
11 CLARE ST
NEW TOWN 7008



Australian Nursing and Midwifery
Federation (Tasmania Branch)

(NERCHI ELLIS)
182 MACQUARIE ST
HOBART TAS 7000
BRANCH SECRETARY



Witness

Jessica Louise Baldwin
C/- 182 Macquarie Street
Hobart Tas 7000


Witness name and address

TasIVF Nurses and Laboratory Staff Enterprise Agreement AG2014/3417

TasIVF Pty Ltd (**the Employer**) hereby undertakes:

- (a) Under clause 21 of the agreement, any superannuation fund nominated by the Employer will offer a MySuper product.
- (b) Subject to clause 13.2(b) of the agreement, part-time staff who work hours in excess of the hours agreed under clause 6(d) will be entitled to overtime rates in respect of those excess hours at the rate of time and a half for the first 2 hours and double time thereafter.
- (c) Under clause 11.3 of the Agreement, the rate of pay for classification Experienced Scientist – 2nd year is:
 - (i) From 1 July 2013: \$34.79 per hour (\$67,840.50 per annum);
 - (ii) From 1 July 2014: \$35.83 per hour (\$69,875.71 per annum);
 - (iii) From 1 July 2015: \$36.90 per hour (\$71,964.55 per annum)
- (d) Under clause 11.3, the rate of pay for Graduate Scientist–Level 3 classification is:
 - (i) From 1 July 2013: \$30.21 per hour (\$58,909.50 per annum);
 - (ii) From 1 July 2014: \$31.12 per hour (\$60,676.79 per annum); and
 - (iii) From 1 July 2015: \$32.05 per hour (\$62,497.09 per annum).
- (e) Employees in the Graduate Scientist–Level 2, Graduate Scientist–Level 3, Graduate Scientist–Level 4, Experienced Scientist–Year 1, and Assistant Manager classifications shall progress to the next highest classification upon the completion of one year service at the relevant classification.
- (f) Under clause 11.3, the rate of pay for Laboratory Staff Manager is:
 - (i) Year 1-2: From 1 July 2013: \$39.83 per hour (\$77,675.39 per annum)
From 1 July 2014: \$41.03 per hour (\$80,005.65 per annum)
 - (ii) After two years' service in that classification: at least the minimum rate for the Health Professional – Level 4 – Pay point 3 classification in the Health Professionals and Support Services Award; and
 - (iii) After 3 years' service in that classification: at least the minimum rate for the Health Professional – Level 4 – Pay point 4 classification in the Health Professionals and Support Services Award.

Signed


.....
Simon Barker
Chief Executive Officer,
Tas IVF Pty Ltd and duly
authorised to give these
undertakings on behalf of
TasIVF Pty Ltd.

Date:

..... 15/4/14