



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tas IVF Pty Ltd t/as Tas IVF
(AG2025/1019)

TASIVF NURSES, SCIENTIST AND SUPPORT SERVICES ENTERPRISE AGREEMENT 2024

Health and welfare services

COMMISSIONER MCKINNON

SYDNEY, 22 APRIL 2025

Application for approval of the TasIVF Nurses, Scientist and Support Services Enterprise Agreement 2024

[1] Tas IVF Pty Ltd has applied for approval of a single enterprise agreement known as the *TasIVF Nurses, Scientist and Support Services Enterprise Agreement 2024* (the Agreement).

[2] On the papers and having regard to the Statement of Principles,¹ I am satisfied that each of the requirements of ss.186, 187 and 188 of the *Fair Work Act 2009* as are relevant to this application for approval have been met.

[3] The Agreement is approved and will operate from 29 April 2025. The nominal expiry date of the Agreement is 1 July 2027.

[4] The Agreement covers the Australian Nursing and Midwifery Federation.



COMMISSIONER

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¹ *Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023.*

**TAS IVF NURSES, SCIENTIST AND
SUPPORT SERVICES ENTERPRISE
AGREEMENT 2024**

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PART 1 - PRELIMINARY

1. Title

This Agreement shall be known as the TasIVF Nurses, Scientist and Support Services Enterprise Agreement 2024.

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 the Health Services Union, Tasmania Branch (**Unions**); and
- (c) All nurses, scientist and support 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

- (a) This Agreement shall take effect 7 days after the Agreement is approved by the FWC.
- (b) The nominal expiry date of this Agreement is 1 July 2027.
- (c) The parties agree that bargaining will commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

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 2020 and the Health Professionals and Support Services Award 2020.

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 favourable 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 in accordance with the definition as outlined in the Act.

'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.

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

'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.

- (a) **"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.
- (b) **"Family member"** for the purposes of family and domestic violence means:
 - (i) A spouse, former spouse, de facto partner, former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

'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 or former spouse, de facto partner or former 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.

"LSL Act" means the *Long Service Leave Act 1976* (Tas) as amended from time to time.

'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.

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

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. Probationary Period of Employment

- (a) All new employees are initially engaged on the basis of a 6 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.
- (b) During the probationary period the Employer or the employee may terminate the employment with notice in accordance with the NES.
- (c) At the successful completion of the probation period the employee will become eligible for permanent employment.

11. 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.
- (b) Part-time:
 - (i) 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 (subject to 15(b)), and is paid on annual salary as a proportion of the annual salary paid to a full-time employee.
 - (ii) For nurse employees: 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.
 - (iii) For scientist and support services employees: A part-time employee's contracted hours will include agreed regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Existing part-time employees will similarly be provided in writing the agreed regular pattern of work. The terms of the agreement may be varied and recorded in writing.

- (iv) No part-time employee will be directed to work in excess of their rostered ordinary hours.
- (v) Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by the Employer. The Employer will formally respond in writing to the request by the employee stating the reasons if the request is not agreed to. The Employer will not unreasonably reject the request. The Employer will also take into account that the hours worked, in the following circumstances, will not be incorporated into any adjustment made:
 - (1) If the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (2) If the increase in hours is due to a temporary increase in hours only.
- (vi) Any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configurations utilised by the Employer.
- (c) 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 for the work they perform. 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).

12. Classification Structure

- (a) Schedule 1 details the classification structure for Nurses, Scientist and Support Services.
- (b) The Employer recognises that progression and advancement is important for employees.
- (c) The Employer will give proper consideration for any application for an available role.
- (d) The Employer will provide reasons to an applicant employee as to why their application for an available role was not accepted.

13. Wages - General Provisions

- (a) Rates of pay for Nurses, Scientist and Support Services are contained in Schedule 2.
- (b) Wages will be paid fortnightly by electronic funds transfer by no later than Thursday of each fortnight. The payment day may be changed by the employer after consulting with employees, noting that such a change would be a major change for the purposes of Clause 25 of this Agreement.

- (c) On each payday employees will be provided with a pay slip detailing all payments and deductions as required by law.
- (d) For the purposes of yearly progression to the next pay point within a Level in 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. A "year of service" for nurses will include service with a previous employer provided it is relevant to the role and reasonable evidence of service is provided. A new nursing employee must provide evidence within 30 days of commencement of employment.
- (e) Nursing employees with the necessary years of service will be able to progress to the new pay points for EN – Year 4, RN Level 1 – Year 9 and RN Level 2 – Year 5 from first full pay period on or after 1 January 2025. New pay points for Scientists will also take effect from the first full pay period on or after 1 January 2025.
- (f) On approval of the Proposed Agreement, nurses and support services will receive a one-off payment equal to 0.8% of their annual earnings. The annual earnings will be calculated from the last full pay period on or after the Agreement is approved by the Fair Work Commission back 12 months. Payment will be made to those employed at the time of the enterprise agreement is approved by the Fair Work Commission. Payment will be made to casuals, part time and full time employees.

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

14. Hours of Work and Overtime

- (a) Hours of work and overtime arrangements for Nurses are outlined in Schedule 3.
- (b) Hours of work and overtime arrangements for Scientists are outlined in Schedule 4.
- (c) Hours of work and overtime arrangements for Support Services are outlined in Schedule 5.

PART 4 – LEAVE

15. Annual Leave

- (a) Nurses shall be entitled to a base of 5 weeks paid annual leave for each 12 months of continuous service.
- (b) Scientists shall be entitled to a base of 5 weeks paid annual leave for each 12 months provided they are ready and able to be rostered to work weekends as directed by the Employer. Where an employee is not ready or able to be rostered to work weekends then they will be entitled to 4 weeks paid annual leave for each 12 months of continuous service.

A 'week' for the purposes of this subclause is 5 days.

- (c) Support services will be entitled to 4 weeks paid annual leave for each 12 months continuous service.
- (d) Annual leave shall accrue progressively throughout the year, accumulate from year to year and be calculated on the employee's ordinary rate of pay.

- (e) Employees shall be paid a 17.5% annual leave loading, calculated on the basis of their ordinary rate of pay. During a period of annual leave employee will be paid:
 - (i) The amount of wages they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant period; and
 - (ii) A leave loading calculated as 17.5% of the employee's annual leave payment.
- (f) The Employer may close its operations and require employees to take annual leave during the period 15 December to 15 January to a maximum of 10 annual leave days. 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.
- (g) Leave will be granted by agreement with the Employer. Preference will be given to leave taken when the unit is closed for holidays.
- (h) Annual leave is exclusive of any Public Holidays that fall during the period of leave. A days 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.
- (i) An employee will be paid accrued unused annual leave including annual leave loading upon termination of employment.
- (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 authorisation, 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 in accordance with the National Employment Standards and, 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; and
 - (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.
- (l) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks paid annual leave.

- (m) If an employee has an excessive leave accrual, the Employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (n) Clause (p) sets out how the Employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (o) Clause (q) set out how an employee who has an excessive leave accrual may require the Employer to grant paid annual leave requested by the employee.
- (p) If the Employer has genuinely tried to reach agreement with an employee under clause (m) but agreement is not reached, the Employer may direct the employee in writing to take one or more periods of paid annual leave. However, a direction by the Employer under this paragraph:
 - (i) Is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account;
 - (ii) Must not require the employee to take any period of paid annual leave of less than one week;
 - (iii) Must not require the employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months after the direction is given;
 - (iv) Must not be inconsistent with any leave arrangement agreed by the Employer and employee;
 - (v) The employee must take paid annual leave in accordance with a direction under paragraph (p) that is in effect; and
 - (vi) An employee to whom a direction has been given under paragraph (i) may request to take a period of paid annual leave as if the direction had not been given.
- (q) If an employee has genuinely tried to reach agreement with the Employer under clause (m) but agreement is not reached, the employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave. However, an employee may only give a notice to the Employer under this paragraph if:
 - (i) The employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) The employee has not been given a direction that, when any other paid annual leave arrangements are taken into account, would eliminate the employee's excessive leave accrual.
 - (iii) A notice given by an employee under paragraph (q) must not:
 - (1) If granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
 - (2) Provide for the employee to take any period of paid annual leave of less than one week; or

- (3) Provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (4) Be inconsistent with any leave arrangement agreed by the Employer and employee.
- (iv) An employee is not entitled to request by a notice under paragraph (q) more than 4 weeks paid annual leave in any period of 12 months.
- (v) The Employer must grant paid annual leave requested by a notice under paragraph (q).

16. Other Paid and Unpaid Leave

(a) Paid Personal/Carer's Leave – General

- (i) Personal leave shall accumulate progressively throughout the year and from year to year.
- (ii) 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.
- (iii) 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.
- (iv) An employee may take paid personal/carers leave if the leave is taken:
 - (1) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (2) To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (A) A personal illness or personal injury affecting the member; or
 - (B) An unexpected emergency affecting the member.
- (v) 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.
- (vi) 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.
- (vii) To avoid doubt, an employee will not be required to provide supporting evidence if the employee is absent for less than 2 consecutive days.
- (viii) 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.

- (ix) For the purposes of this clause:
 - (1) **"Continuity of service in the employment"** shall not be broken by paid absences from employment on account of illness.
 - (2) **"Service"** means service in the employment of the Employer.
- (x) 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.
- (b) Paid Personal/Carer's Leave Accrual for Nurses:
 - (i) Full-time Nursing employees shall be entitled to 150 hours of personal leave for each year of continuous service less any personal leave already taken.
 - (ii) 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.
- (c) Paid Personal/Carer's Leave Accrual for Scientist and Support Services:
 - (i) Full-time scientists and support services employees shall be entitled to 75 hours of personal leave for each year of continuous service, less any personal leave already taken.
 - (ii) Full-time scientists and support services entitlement to personal leave for each year of continuous service shall increase to:
 - (1) 100 hours from the first full pay period on or after 1 July 2025;
 - (2) 125 hours from the first full pay period on or after 1 July 2026; and
 - (3) 150 hours from the first full pay period on or after 30 June 2027.
- (d) Unpaid Personal/Carer's Leave
 - (i) 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:
 - (1) A personal illness or personal injury, affecting the member; or
 - (2) An unexpected emergency affecting the member.

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

 - (3) A single continuous period of up to 2 days; or
 - (4) Any separate periods to which the employee and his or her Employer agree.

(e) Compassionate Leave

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) This clause applies to casual employees, but the leave period provided will not be paid as per the NES.

(f) Parental Leave

- (i) Employees are entitled to unpaid parental leave, special maternity leave and pre-adoption leave in accordance with the Act.
- (ii) In addition to entitlements under the Act, eligible primary-carer permanent employees are entitled to 14 weeks paid parental leave (PPL) or, by agreement, 28 weeks at half-pay.
- (iii) 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.
- (iv) A permanent employee who is not the primary carer will be entitled to 3 weeks of paid partner leave.
- (v) Periods of paid and unpaid parental leave will not break the continuity of an employee's service.

(g) Long Service Leave

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

The balance of this clause is provided as a summary of LSL Act entitlements only and is not intended to add to or derogate from entitlements provided under the LSL Act.

Employees to whom the LSL Act applies are generally entitled to:

- (i) 8 and 2/3 weeks of paid leave upon the completion of 10 years of continuous employment; and

- (ii) A further 4 and 1/3 weeks of paid leave will accrue upon the completion of every additional 5 years of continuous employment thereafter.

In some circumstances an employee will be entitled to long service leave on a pro rata basis if their employment is terminated after the employee has served more than 7 but less than 10 years of continuous service.

Some but not all absences from the workplace will count towards continuous service for the purpose of the LSL Act.

An employee may “cash out” (be paid in lieu of actually taking) accrued long service leave entitlements if the employer agrees.

Long service leave is to be taken after and not before it is accrued. An employer is required to grant an employee long service leave as soon as practicable after its accrual and taking into account the needs of the business.

Long service leave shall be taken in one period unless the employer and the employee agree that the accrued entitlement to long service leave shall be taken in 2 periods.

Pay for long service leave may be paid in full when the employee commences their leave, at the same time as it would have been paid if the employee were still on duty, or in any other way agreed upon between the employer and the employee (for example, half-pay or double-pay).

(h) Community Service Leave

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

The balance of this clause is provided as a summary of community service leave entitlements under the NES only and is not intended to add to or derogate from the community service leave entitlements provided under the NES.

The NES entitles employees to reasonable unpaid absences from the workplace to undertake voluntary community services activities, including jury service and emergency management activities such as firefighting, subject to complying with the notice requirement and limitation under the NES.

Permanent employees (not casual employees) are entitled to receive their ordinary base rate of pay (as defined by the Act) for up to 10 days of absence on jury service, subject to complying with notice and other requirements under the NES.

(i) Union Training Leave and workplace delegates rights

- (i) The Employer will provide a total of 5 paid days per annum per delegate to attend relevant union training activities.
- (ii) 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 1 staff member per section.
- (iii) 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.

- (iv) Where the workplace delegates' rights term in the Health Professionals and Support Services Award or Nurses Award contains an entitlement for a workplace delegate that is not in this enterprise agreement, or contains an entitlement for a workplace delegate that is more favourable than an equivalent term in this enterprise agreement, the workplace delegates' rights term in the modern award applies with respect to that entitlement.
- (j) Professional Development
 - (i) Each permanent full-time employee (pro rata, for part-time staff) is able to access up to 5 days paid leave for the purposes of attendance at approved conferences/seminars/study. The Employer will take a favorable approach to requests and will only refuse requests on reasonable grounds based on operational requirements and the relevance of the course.
 - (ii) The Employer will provide reasons for any refusal.
 - (iii) 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/study information is to be approved by the Managing Director.
 - (iv) 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.
 - (v) 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 their manager.
 - (vi) Where an application for professional development leave is approved by the employer, this 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.
- (k) Leave to Deal with Family and Domestic Violence
 - (i) This clause applies to all employees, including casuals.
 - (ii) Entitlement to leave:
 - (1) An employee is entitled to 10 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).
 - (2) 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.

(iii) Taking leave to deal with family and domestic violence:

- (1) 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.
- (2) 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.

(iv) 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.

(v) Notice and Evidence Requirements

(1) Notice

- (A) An employee must give the Employer notice of the taking of leave by the employee under this clause. The notice:
- (B) Must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (C) Must advise the Employer of the period, or expected period, of the leave.

(2) 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 16(k).
- (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.

(vi) Confidentiality

- (1) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under Clause 16(k), is treated confidentially, as far as it is reasonably practicable to do so.
- (2) Nothing in Clause 16(k) 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.

- (3) Family and domestic violence leave is not to be referenced in payslips but a record of this leave balance is to be maintained by the employer.

(vii) Compliance

An employee is not entitled to take leave under Clause 16(k) unless the employee complies with Clause 16(k).

(l) Purchased Leave

- (i) Purchased leave is where employees have planned absences of 2 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.
- (ii) From the commencement of this Agreement, employees may apply for 2 weeks purchased leave in each calendar year. Purchased leave can only be taken in whole week blocks.
- (iii) Purchased leave must be utilised within the 12 months in which it is purchased.
- (iv) Purchased leave counts as service for all purposes.
- (v) Applications for purchased leave must be made by a date nominated by the Employer.
- (vi) The managers approval of purchased leave will be based on the operational requirements of the Employer, having regard to the personal needs and family responsibilities of staff.
- (vii) Once a period of purchased leave has been approved, it may only be revoked by the Employer 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.
- (viii) Where an employee leaves the Employer 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.

(m) Blood Donor Leave

- (i) A full-time or part-time Employee may be absent from work, without loss of pay, for up to 2 ordinary working hours on each occasion for donating blood. The Employee must take the leave on a day suitable to operations and the leave must be taken as close as possible to the start or end of the ordinary working hours.

- (ii) A full-time or part-time employee must apply for the leave as early as practicable and provide the Employer with proof of attendance, and duration of attendance to donate blood if requested.

PART 5 - MISCELLANEOUS

17. Allowances

- (a) Allowances for Nurses are contained in Schedule 3.
- (b) Allowances for Scientists are contained in Schedule 4.
- (c) Allowances for Support Service employees are contained in Schedule 5.
- (d) 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.

18. Public Holidays

Employees are entitled to Public Holidays in accordance with the *Statutory Holidays Act 2000* (Tas) as amended from time to time and includes any replacement legislation.

Work performed on a Public Holiday will be paid at double time and a half.

The balance of this clause is provided as a summary of Public Holiday entitlements under the Act only and is not intended to add to or derogate from Public Holiday entitlements provided under the Act:

- (a) An employee is entitled to be absent from his or her employment on a day or part-day that is a Public Holiday in the place where the employee is based for work purposes.
- (b) An Employer may request an employee to work on a Public Holiday if the request is reasonable.
- (c) If an Employer requests an employee to work on a Public Holiday, the employee may refuse the request if the request is not reasonable or the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a Public Holiday is reasonable, the following must be taken into account:
 - (i) The nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
 - (ii) The employee's personal circumstances, including family responsibilities;
 - (iii) Whether the employee could reasonably expect that the Employer might request work on the public holiday;
 - (iv) Whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level or remuneration that reflects an expectation of, work on the Public Holiday;

- (v) The type of employment of the employee (for example, whether full-time, part-time, casual or shift work);
- (vi) The amount of notice in advance of the Public Holiday given by the employer when making the request;
- (vii) In relation to the refusal of a request – the amount of notice in advance of the Public Holiday given by the employee when refusing the request; and
- (viii) Any other relevant matter.

All Public Holidays in Tasmania will be recognised and include, but are not limited to, 1 January (New Year's Day); 26 January (Australia Day); Good Friday; Easter Monday; 25 April (Anzac Day); the King's Birthday Holiday (on the day on which it is celebrated in Tasmania); 25 December (Christmas Day); and 26 December (Boxing Day).

19. 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 to an existing fund of the employee in accordance with super stapling requirements. If there is no fund chosen for the employee then superannuation will be paid to an eligible choice fund nominated by the Employer. Any superannuation fund nominated by the Employer will offer a MySuper product.

Further, superannuation payments are to be paid on weekend work.

An employee may elect to convert a portion of their gross salary to superannuation contributions which shall be treated as an Employer contribution to superannuation.

Superannuation will be paid on employer funded paid parental leave.

20. Termination of Employment

- (a) Notice of termination or payment in lieu by Employer

Except in the case of serious misconduct as defined in the Fair Work Regulations 2009, 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 weeks' 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.

- (b) 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.

(c) **Outstanding Wages and Monies on Termination**

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

21. Redundancy

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

The following paragraph and table are provided as a summary of redundancy entitlements under the Act only and are not intended to add (except in relation to the more generous cap of redundancy pay under the Agreement) to or derogate from redundancy entitlements provided under the Act.

Redundancy entitlements under the Act are based on years of continuous service at the time of termination and calculated on an employee's base rate of pay for his or her ordinary hours of work.

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

In addition to redundancy entitlements provided under the Act:

- (a) An employee given notice of termination in circumstances of redundancy is entitled to up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment; and
- (b) If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a Statutory Declaration is sufficient.

22. 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

23. Flexible Work Arrangements

The NES provides employees with an entitlement to request a flexible work arrangement. In addition to the NES, if the Employer does not agree to the employee's request, the Employer must discuss the request with the employee to better understand the Employee's circumstances and then the Employer must provide any available counter proposals to the employee in writing. Any agreed arrangement must be recorded in writing.

24. Flexibility

- (a) The Employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the 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;
 - (6) 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
 - (7) 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*;
 - (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;
 - (2) How the arrangement will vary the effect of the terms;
 - (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
 - (4) 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

25. Consultation

- (a) This term applies if the Employer:
 - (i) Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (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 recognise 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, organisation, 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;
 - (ii) Major change to the composition, operation or size of the Employer's workforce or to the skills required of employees;
 - (iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) The alteration of hours of work;
 - (v) The need to retrain employees;
 - (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 recognise the representative.
- (l) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) Discuss with the relevant employees the introduction of the change;
 - (ii) For the purposes of the discussion provide to the relevant employees:
 - (1) All relevant information about the change, including the nature of the change;
 - (2) Information about what the Employer reasonably believes will be the effects of the change on the employees;
 - (3) Information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) 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).

26. 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, the Fair Work Commission may then:
 - (1) Arbitrate the dispute; and
 - (2) 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.
- (f) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) An employee must continue to perform their work as they would normally unless he or she has a reasonable concern about an imminent risk to their 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;
 - (2) Applicable occupational health and safety legislation would not permit the work to be performed;
 - (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.

27. Workload


- (a) The Employer is committed to ensuring that staffing levels are appropriate thereby ensuring the delivery of quality patient care and keeping within best practice principles.
- (b) Where an employee feels their workload is unreasonably heavy on a regular basis, then they have a responsibility to discuss their concerns with the Employer.
- (c) The Employer has a responsibility to facilitate employees in raising concerns relating to workload, to respond to issues raised by employees promptly and take appropriate action.

- (d) Where the employee is not satisfied that appropriate action has been taken to address the workload issues, the employee may utilise the dispute settlement procedure of this Agreement.

28. Professional Membership

- (a) The Employer will reimburse up to \$200 per annum for Scientists and Nurses Professional Membership fee.
- (b) The Professional Membership must be relevant to the Scientists or Nurses area of expertise (for example, FSA/SIRT/FNA/HGS/Pathology).
- (c) The Scientist or Nurse must have completed 12 months service with the Employer.
- (d) The Employer must reimburse the amount within 1 month of evidence being provided (which can include tax invoice or receipt). Claims for reimbursement will only be accepted once per year in a designated month nominated by the Employer.

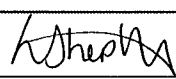
Signed on behalf of Tas IVF Pty Ltd

Name:	Frances Skrokov
Signature:	
Date:	09.04.25
Explanation of this person's authority to sign the Agreement:	Managing Director, TAS IVF
Address:	344 Victoria Parade, East Melbourne, 3002, VIC


Signed on behalf of the Employees

Name:	
Signature:	
Date:	
Explanation of this person's authority to sign the Agreement:	
Address:	

Signed on behalf of the ANMF Tasmania Branch

Name:	Emily Shepherd
Signature:	
Date:	9/04/2025
Explanation of this person's authority to sign the Agreement:	Branch Secretary
Address:	182 Macquarie Street Hobart TAS 7000

Signed on behalf of the Health Services Union, Tasmanian Branch

Name:	Robbie Moore
Signature:	
Date:	10/04/2025

Explanation of this person's authority to sign the Agreement:	State Secretary
Address:	11 Clare St New Town

Schedule 1 – Classifications

Nurses Classifications	
Classification	Description
Enrolled Nurse (Medication Endorsed)	An Enrolled Nurse registered as such with the Nursing and Midwifery Board of Australia who is authorised to administer medications.
Nurse	A Nurse registered as such with the Nursing and Midwifery Board of Australia or a Nurse enrolled as such under the provisions of the <i>Health Practitioner Regulation National Law (Tasmania) Act 2010 (Tas)</i> .
Registered Nurse – Level 1	A Registered Nurse who is not otherwise classified within a level of Registered Nurse positions.
Registered Nurse – Level 2	A Registered Nurse who is appointed as such, and: <ul style="list-style-type: none"> (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	A Registered Nurse who is appointed as such, and may be referred to as the Nurse Manager.
Notes:	<ul style="list-style-type: none"> (a) A Nurse classified as a RN Level 1 may apply to advance to the RN Level 2 classification where there is an available position as determined by the Employer. (b) When applying for advancement under paragraph (a) above, the applicant must demonstrate that their clinical knowledge and skills will enable them to perform the available RN Level 2 position effectively.

Scientists Classifications		
Classification	Competency	Description
Scientist Grade 1 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 Scientific Director that employee is able to work weekends independently or they have worked 1800 hours, whichever arrives earlier. Employees may request a review by the Scientific Director at any time.
Scientist Grade 1 Level 2	Training:	Employees will have a Degree with a minimum 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 task without detailed supervision but under guidance from senior staff.
	Promotion:	An employee will progress to Level 3 when it is assessed by the Scientific Director 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 Scientific Director at any time.

Scientist Grade 1 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 of Embryologist.
	Promotion:	An employee will progress to Level 4 who has completed 1800 hours at Level 3.
Scientist Grade 1 Level 4 to Level 8	Promotion:	Progression from level 4 to level 8 occurs after 1800 hours of service at each level. An employee will automatically progress from Level 1.8 to Level 2.1 upon completion of 1800 hours at Level 1.8.
<p>Notes on Grade 1 Progression:</p> <p>Employees who can perform or have achieved higher levels of specialist skills (e.g. embryo biopsy) independently and to an acceptable level of performance may, subject to a final assessment by the Scientific Director, progress to Level 6. This progression may occur irrespective of the hours worked at Levels 3, 4 or 5, provided the necessary skills and competency are demonstrated consistently over a period of 3 months.</p> <p>1. Training Availability and Consideration</p> <ul style="list-style-type: none"> Specialist training (such as embryo biopsy) will be provided based on organisational needs and the availability of training opportunities. The opportunity to be trained in specialist skills will be offered to employees as appropriate, but it is not a requirement for all employees to be trained in these skills. Selection for specialist training will be based on a combination of factors, including organisational priorities, individual performance, individual work hours and demonstrated capacity to benefit from and apply the specialist training. 		

2. Equitable Advancement

- Employees who do not pursue or are not selected for specialist training will continue to have opportunities for progression through the Standard and Accelerated progression pathways (as noted below). Advancement to higher levels based on performance, experience, and skill acquisition (outside of specialist skills like embryo biopsy) will remain available to all employees.

Notes on Grade 2 Progression:

In exceptional circumstances, an individual may be considered for accelerated progression to Grade 2 if there is an organisational need that requires them to regularly and frequently take on advanced responsibilities, such as acting as a laboratory supervisor. This decision should only be made when employees who have demonstrated:

- Independence in practice;
- Have achieved a high level of performance and have shown a commitment to further professional development;
- Participate in laboratory programs for training of less qualified scientific staff and attend workplace education and meetings as required; and
- Demonstrated competency across all laboratory portfolios of operation (equipment, donor, ordering, storage, transport).

Scientist Grade 2 Year 1-7	Training/Experience/Knowledge:	A scientist at this Grade requires special knowledge or in-depth experience.
	Responsibilities:	(a) Technical expertise in equipment and techniques. (b) Assist in mentoring and training of Grade 1 scientist. (c) Make significant contributions to process/outcomes improvements where relevant. (d) Communication with medical, nursing, administration and patients regarding patient treatment and results.
	Promotion:	Progression from year 1 to year 7 occurs after 1800 hours of service at each year.
Scientist Grade 3 Year 1-5	Training/Experience/Knowledge:	A Scientist appointed to this Grade requires special knowledge or in depth

		experience and will be undertaking or have obtained a relevant Masters degree or post-Graduate Diploma.
	Responsibilities:	<ul style="list-style-type: none"> (a) Supervision of the Scientists in daily tasks. (b) Staff training schedules and competencies are maintained. (c) Staff rostering. (d) Ensure compliance with relevant legislation and guidelines in ART. (e) Responsible for implementation of policy, protocols and procedures including record keeping. (f) Provide technical supervision of procedures and equipment in the laboratory. (g) Ensure that the correct laboratory procedures are followed, sample and results integrity maintained.
	Promotion:	Progression from year 1 to year 5 occurs after 1800 hours of service at each year.

Support Services Classifications	
Classification	Description
Level 1	Trainee (and entry level with less than 12 months' workforce experience or no relevant role experience), CSSD, Orderly.
Level 2	Reception, Billings, PLA, Administration, (Sessional) Medical Secretary less than 50% of hours worked.
Level 3	Specialised roles e.g. Donor Administrator, Nurse Administrator, Medical Secretary (e.g. exclusive Dr support).
Level 4	Team Leader, Clinic Coordinator.
Notes:	<ul style="list-style-type: none"> (a) Admin and support services roles are classified at each level based on the complexity/breadth of each role. (b) All levels 1,2,3,4 are appointed positions with no automatic progression between these levels 1,2,3,4.

	<p>(c) Automatic progression applies across pay points within each Levels only (i.e. Level 1 to 1.1, 1.2) after completing 1800 hours of service, qualifying an individual to move a year within the same level.</p> <p>(d) Progression within each level applies post commencement at the Employer TASIVF. For e.g. an external candidate with 3 years of experience may not necessarily and automatically be offered a year 3.</p> <p>(e) All roles to commence at the start (i.e. pay point 1) of the relevant level and progress up the respective level based on hours worked that will be calculated in accordance with hours worked and an employee's work anniversary on or after 1 July 2024.</p>
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Schedule 2 - Rates of Pay and Allowances

Area	Classification	Current rate of pay	Hourly Base Rate From FFPPOA 1 July 2024	Hourly Base Rate from FFPPOA 1 July 2025	Hourly Base Rate from FFPPOA 1 July 2026
<u>% Increase</u>	-	-	<u>4.3% plus applicable market adjustments</u>	<u>3.50% plus applicable market adjustments</u>	<u>3.30%</u>
Support Services	Level 1.1	-	27.25	28.20	29.13
Support Services	Level 1.2	-	28.28	29.27	30.24
Support Services	Level 1.3	-	29.48	30.51	31.52
Support Services	Level 2.1	-	31.50	32.60	33.68
Support Services	Level 2.2	-	32.75	33.90	35.01
Support Services	Level 2.3	-	34.00	35.19	36.35
Support Services	Level 3.1	-	37.00	38.30	39.56
Support Services	Level 3.2	-	38.20	39.54	40.84
Support Services	Level 3.3	-	39.30	40.68	42.02
Support Services	Level 4.1	-	42.41	43.89	45.34
Support Services	Level 4.2	-	43.89	45.43	46.93
Support Services	Level 4.3	-	45.43	47.02	48.57

Area	Classification	Current rate of pay	Hourly Base Rate From FFPPOA 1 July 2024	Hourly Base Rate from FFPPOA 1 July 2025	Hourly Base Rate from FFPPOA 1 July 2026
Nursing	EN – 1 st of service	35.69	37.23	38.53	39.80
Nursing	EN – 2 nd year of service	36.50	38.07	39.41	40.71
Nursing	EN – 3 rd year of service	37.29	38.89	40.25	41.58
Nursing	EN- 4 th year of service	-	40.25	41.66	43.04
Nursing	RN Level 1 – 1 st year of service	36.46	38.03	39.36	40.66
Nursing	RN Level 1 – 2 nd year of service	38.05	39.69	41.08	42.43
Nursing	RN Level 1 – 3 rd year of service	39.64	41.34	42.79	44.20
Nursing	RN Level 1 – 4 th year of service	41.22	42.99	44.50	45.97
Nursing	RN Level 1 – 5 th year of service	42.81	44.65	46.21	47.74
Nursing	RN Level 1 – 6 th year of service	44.39	46.37	48.07	49.65
Nursing	RN Level 1 – 7 th year of service	45.98	48.08	49.88	51.53

Area	Classification	Current rate of pay	Hourly Base Rate From FFPPOA 1 July 2024	Hourly Base Rate from FFPPOA 1 July 2025	Hourly Base Rate from FFPPOA 1 July 2026
Nursing	RN Level 1 – 8 th year of service	47.56	49.73	51.60	53.30
Nursing	RN Level 1 – 9 th year of service		51.22	53.15	54.90
Nursing	RN Level 2 – 1 st year of service	49.15	51.39	53.32	55.08
Nursing	RN Level 2 – 2 nd year of service	50.73	53.05	55.04	56.86
Nursing	RN Level 2 – 3 rd year of service	52.32	54.71	56.76	58.63
Nursing	RN Level 2 – 4 th year of service	53.91	56.36	58.48	60.41
Nursing	RN Level 2 – 5 th year of service	-	58.05	60.24	62.22
Nursing	RN Level 3 – 1 st year of service	55.49	58.17	60.50	62.50
Nursing	RN Level 3 – 2 nd year of service	57.08	59.83	62.23	64.29
Lab	Grade 1 - Level 1	33.58	35.30	36.54	37.74
Lab	Grade 1 - Level 2	35.43	37.25	38.55	39.82

Area	Classification	Current rate of pay	Hourly Base Rate From FFPPOA 1 July 2024	Hourly Base Rate from FFPPOA 1 July 2025	Hourly Base Rate from FFPPOA 1 July 2026
Lab	Grade 1 - Level 3	37.28	39.19	40.56	41.90
Lab	Grade 1 - Level 4	39.13	41.14	42.58	43.98
Lab	Grade 1 - Level 5	40.98	43.08	44.59	46.06
Lab	Grade 1 - Level 6	42.83	45.03	46.60	48.14
Lab	Grade 1 - Level 7	44.68	46.97	48.62	50.22
Lab	Grade 1 - Level 8	46.53	48.92	50.63	52.30
Lab	Grade 2 - Year 1	47.67	50.12	51.87	53.59
Lab	Grade 2 - Year 2	48.82	51.32	53.12	54.87
Lab	Grade 2 - Year 3	49.96	52.65	54.63	56.44
Lab	Grade 2 - Year 4	51.10	53.99	56.16	58.02
Lab	Grade 2 - Year 5	52.24	55.48	57.99	59.91
Lab	Grade 2 - Year 6	-	56.86	59.44	61.40
Lab	Grade 2 - Year 7	-	58.28	60.93	62.94
Lab	Grade 3 - Year 1	53.55	59.93	62.96	65.04
Lab	Grade 3 - Year 2	54.86	61.33	64.42	66.55

Area	Classification	Current rate of pay	Hourly Base Rate From FFPPOA 1 July 2024	Hourly Base Rate from FFPPOA 1 July 2025	Hourly Base Rate from FFPPOA 1 July 2026
Lab	Grade 3 - Year 3	56.16	62.72	65.89	68.06
Lab	Grade 3 - Year 4	57.47	64.29	67.54	69.76
Lab	Grade 3 - Year 5	58.77	-	-	-

Notes:

Scientist wage increases reflect the following:

- 4.3% from first full pay period on or after 1 July 2024 + 0.8%.
- 3.5% from first full pay period on or after 1 July 2025.
- 3.3% from first full pay period on or after 1 July 2026.
- There are market rate adjustments included in rates as follows:
 - Grade 2.3 - 0.25% increase in July 2024 and 0.25% increase in July 2025
 - Grade 2.4 - 0.5% increase in July 2024 and 0.5% increase in July 2025.
 - Grade 2.5 - 1% increase in July 2024 and 1% increase in July 2025.
 - Grades 3.1 to 3.5 - 1.5% increase in July 2024 and 1.5% increase in July 2025.

Nursing wage increases reflect the following:

- 4.3% from first full pay period on or after 1 July 2024.
- 3.5% from first full pay period on or after 1 July 2025.
- 3.3% from first full pay period on or after 1 July 2026.

- There are market rate adjustments included in rates as follows:
 - Level 1.6 - 0.15% increase in July 2024 and 0.15% increase in July 2025.
 - Levels 1.7 to 2.5 - 0.25% increase in July 2024 and 0.25% increase in July 2025.
 - Levels 3.1 and 3.2 - 0.5% increase in July 2024 and 0.5% increase in July 2025.

Support Services wage increases reflect the following:

- New wage rates established as per new classifications (see table above)
- 3.5% from first full pay period on or after 1 July 2025 plus 0.5% market adjustment.
- 3.3% from first full pay period or of after 1 July 2026.

Applicability	Allowance	Current	Rate From FFPPOA 1 July 2024	Rate From FFPPOA 1 July 2025	Rate From FFPPOA 1 July 2026
Nurses	Higher Duties – per day	\$36.41	\$38.05	\$39.38	\$40.68
Nurses	On-call - per 24 hour period	\$60.91	\$63.65	\$65.88	\$68.05
Nurses	Overtime meal allowances - First meal	\$13.40	\$14.00	\$14.49	\$14.97
Nurses	Overtime meal allowances - Second meal	\$12.08	\$12.62	\$13.07	\$13.50
Scientist	Higher Duties – Scientific Director per day	\$29.14	\$30.45	\$31.52	\$32.56
Scientist	In-Charge per day	\$29.14	\$30.45	\$31.52	\$32.56
Scientist	On Call per 24 hour period	\$57.31	\$63.65	\$65.88	\$68.05

Applicability	Allowance	Current	Rate From FFPPOA 1 July 2024	Rate From FFPPOA 1 July 2025	Rate From FFPPOA 1 July 2026
Scientist	Travel allowance per 24 hour period	\$132.89	\$138.87	\$143.73	\$148.47
Scientist	Emergency Travel Allowance per 24 hour period	\$204.00	\$213.18	\$220.64	\$227.92
Scientist	Sole practitioner per week (pro-rata)	\$45.46	\$47.51	\$49.17	\$50.79
Scientist	Higher qualification – Masters per week	\$66.86	\$69.87	\$72.31	\$74.70
Scientist	Higher Qualification – PhD per week	\$127.34	\$133.07	\$137.73	\$142.27
Scientist	Christmas On Call per 24 hour period	-	\$190.95	\$197.63	\$204.16
Scientist	Motor vehicle allowance when using private vehicle		\$0.78 per km	\$0.78 per km	\$0.78 per km

Schedule 3 – Nurses Specific Terms and Conditions

<p>Hours of Work</p>	<ul style="list-style-type: none"> (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 3 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: <ul style="list-style-type: none"> (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 10 minute intervals (in addition to meal breaks) shall be allowed for 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 <ul style="list-style-type: none"> (i) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place
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	<p>conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.</p> <p>(ii) 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.</p> <p>(iii) 7 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:</p> <p>(1) In an emergency; or</p> <p>(2) 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.</p> <p>(iv) Unless the Employer otherwise agrees, an employee desiring a roster change will give 7 days' notice except where the employee is ill or in an emergency.</p>
Overtime and penalties	<p>(a) Subject to sub clause (b), the Employer may require an employee to work reasonable overtime at overtime rates.</p> <p>(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:</p> <p>(i) Any risk to employee health and safety;</p> <p>(ii) The employee's personal circumstances including any family responsibilities;</p> <p>(iii) The needs of the workplace or enterprise;</p> <p>(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</p> <p>(v) Any other relevant matter.</p> <p>(c) No overtime shall be worked without the prior approval of the Employer.</p> <p>(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.</p>

	<p>(e) Overtime shall be paid in the following circumstances:</p> <p>(i) When an employee works in excess of:</p> <p>(1) 8 hours in a day;</p> <p>(2) 10 hours in a day, where the employee has mutually agreed to work a 10 hour shift in accordance with this Agreement;</p> <p>(3) 37.5 hours in a week; or</p> <p>Monday to Friday - time and a half for the first 2 hours and double time thereafter;</p> <p>(ii) For all work performed outside the span of ordinary hours, Monday to Friday - time and a half for the first 2 hours and double time thereafter;</p> <p>(iii) For all work performed on Saturday - time and a half for the first 2 hours and double time thereafter;</p> <p>(iv) For all work performed on Sunday - double time; and</p> <p>(v) For all work performed on a public holiday - double time and a half.</p> <p>(f) The penalty rates prescribed for work on Saturdays, Sundays and public holidays are applicable to part-time employees.</p>
Allowances	
Higher Duties Allowance	<p>(a) Where a Nurse Manager, Director of Nursing or Theatre Manager is absent for more than half a shift and a Nurse Level 1 or 2 is appointed by the employer to "act up" in that position the employee will be paid an additional allowance as outlined in Schedule 2 for the entire period the employee is required to act up per day</p> <p>(b) Nurses will not be recalled to work under this Agreement.</p>
Post Graduate Allowance	<p>(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.</p> <p>(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.</p> <p>(c) A Registered Nurse who holds an Employer-approved, post-graduate certificate or equivalent and that qualification is relevant to the duties being performed in a particular shift shall be paid in addition to their salary, an additional</p>

	<p>allowance of 4% (based on the employee's ordinary hourly rate) for that shift.</p> <p>(d) 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.</p> <p>The post-graduate allowance shall be taken into account in the calculation of overtime and annual leave payments.</p> <p>For the purpose of this clause "Employer- approved" qualifications are Perioperative or Perioperative with Anaesthetics and Reproductive Medicine.</p> <p>Advanced Diploma of Nursing (Enrolled Nurse)</p> <p>(e) 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 subclause (a).</p> <p>(f) 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.</p> <p>(g) 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.</p>
On Call Allowance	<p>(a) An employee required by the Employer to be on-call will receive allowance as outlined in schedule 2 for each 24 hour period or part thereof.</p> <p>(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.</p> <p>(c) The on-call allowance is payable regardless of whether an employee is called into work.</p> <p>(d) Nurses will not be recalled to work under this Agreement.</p>
Overtime Meal Allowance	<p>(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 as outlined in Schedule 2 in addition to any overtime payment as follows:</p> <p>(i) When the overtime work on any shift exceeds one hour;</p> <p>(ii) Provided that where such overtime work exceeds four hours a further meal allowance as outlined in schedule 2 will be paid.</p> <p>(b) This allowance will not apply when an employee could reasonably return home for a meal within the meal break.</p>

Schedule 4 – Scientist Specific Terms and Conditions

<p>Hours of Work</p>	<ul style="list-style-type: none"> (a) The span of ordinary hours is 6.30am to 6.00pm, Monday to Friday. (b) The minimum shift duration for a full-time and part-time employee is 4 hours, Monday to Friday. The minimum engagement for a casual employee is 3 hours. (c) The ordinary hours of work for a full-time employee are 37.5 hours per week. (d) No more than 7.5 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day. (e) 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. (f) The Employer will provide employees with a written record of the employee's accrued hours on a fortnightly basis. (g) Saturday and Sunday Work (Overtime) <ul style="list-style-type: none"> (i) Saturdays - time and one half for the first 2 hours and double time thereafter; and (ii) Sundays – double time. (h) Employees that work at least 7.5 hours in a day are entitled to 2 x ten minute paid tea/rest breaks with one to be taken in the morning and the other in the afternoon. The employer and an employee may agree that the two breaks be taken as one 20 minute tea/rest break. Employees that work less than 7.5 hours per day are entitled to 1 x 10 minute tea/rest break. (i) Full-time Scientists <ul style="list-style-type: none"> (i) During training a full-time scientist shall be required to work 5 days per week, 7.5 hours per day. (ii) A rostered weekend will consist of laboratory work as required and on-call work for emergencies. There is a minimum engagement period of 3 hours. Rostered weekend work will be paid in accordance with clause (g) above dealing with Saturday and Sunday (Overtime) Work above. (iii) The employee may opt to be paid for weekend work as described clause (g) above dealing with Saturday and Sunday (Overtime) Work above, or they may choose to accrue (bank) the equivalent of the penalty pay rate as Time Off in Lieu (TOIL), or a combination of both. For example, the employee may opt to bank the TOIL accrued on one of the days and to be paid for the other. (j) Part-time Scientists
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	<p>(i) During training, a part-time scientist will be rostered to work on weekdays as negotiated with the Employer.</p> <p>(ii) A rostered weekend will consist of laboratory work as required and on-call work for emergencies. There is a minimum engagement period of 3 hours. Rostered weekend work will be paid in accordance with clause (g) above dealing with Saturday and Sunday (Overtime) Work above.</p> <p>(k) The employee may opt to be paid for weekend work as described in clause (g) above dealing with Saturday and Sunday (Overtime) Work above, or they may choose to accrue (bank) the equivalent of the penalty pay rate as Time Off in Lieu (TOIL), or a combination of both. For example, the employee may opt to bank the TOIL accrued on one of the days and to be paid for the other</p>
Rostering	<p>(a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least 2 weeks before the commencement of the roster period.</p> <p>(b) A roster may be altered at any time by mutual agreement between the Employer and the employee, including where 2 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.</p> <p>(c) 7 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:</p> <p>(i) In an emergency; or</p> <p>(ii) To enable the functions of the organisation to be carried on where another employee is absent from duty pursuant to the personal/carer's leave, compassionate leave or family/domestic violence leave provisions of this Agreement/the NES.</p> <p>(d) Unless the Employer otherwise agrees, an employee desiring a roster change will give 7 days' notice except where the employee is ill or in an emergency.</p>
Overtime and Penalties Scientists	<p>(a) No overtime shall be worked without the prior approval of the Employer. For the avoidance of doubt this may include the scientist-in-charge on the day.</p> <p>(b) Subject to subclauses (c) and (e) below overtime will be paid when:</p> <p>(i) Ordinary daily hours exceed 7.5 hours;</p> <p>(ii) Ordinary hours exceed 37.5 hours in a week or 75 hours over a 2-week period;</p> <p>(iii) Work is performed outside the span of hours under the "hours of work" clause in this part; and</p>

	<p>(iv) Where a part-time employee:</p> <p>(1) Works in excess of their ordinary hours; or</p> <p>(2) Works hours outside the agreed regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day, provided a part-time employee may agree to vary their ordinary hours of work or pattern of work in accordance with clause 11(b)(iii).</p> <p>(c) Overtime will be paid at the following rates:</p> <p>(i) Monday to Saturday (inclusive) - at the rate of time-and-a-half for the first 2 hours and double-time thereafter;</p> <p>(ii) Sundays - double time; and</p> <p>(iii) Public Holidays: double time and a half.</p> <p>(d) Notwithstanding anything in this Agreement, when 2 staff are required to work overtime on a weekend, the second staff member shall be paid for a minimum of 3 hours at overtime rates.</p> <p>(e) Staffing by a second person on weekends must be pre-approved by the Scientific Director, lab manager or scientist acting in charge. It is the Scientific Director's responsibility to ensure the laboratory is adequately staffed to ensure safe practice.</p> <p>Time Off In Lieu (TOIL)</p> <p>(f) An employee may elect to take time off in lieu instead 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.</p> <p>(g) Employees may accrue (bank) up to, but not exceeding, 60 hours of TOIL. TOIL in excess of 60 hours must be cashed out at the next regular pay cycle.</p> <p>(h) TOIL may be taken at any time with the mutual agreement of the Employer, subject to operational requirements.</p>
Allowances	
On call	<p>(a) The on-call week shall be from Thursday evening to the following Thursday morning and shall incorporate the employee's rostered weekend.</p> <p>(b) While on-call the employee:</p> <p>(i) Is responsible for the laboratory telephone;</p> <p>(ii) Must be contactable on the work mobile at all times; and</p>

	<p>(iii) Must be able to get to the workplace within 30 minutes of an alarm activation.</p> <p>(c) An employee required to be on-call will receive an allowance for each 24-hour period or part thereof as outlined in Schedule 2.</p> <p>(d) When a second employee is required to be on-call, they will also be paid the on-call allowance provided for in this clause.</p> <p>(e) The on-call allowance is payable regardless of whether an employee is called into work.</p> <p>(f) An employee required to be on call during the Christmas close down period, as described in Clause 15(f), will be entitled to the Christmas on-call allowance as outlined in Schedule 2.</p>
Lab closure	<p>(a) When the laboratory is closed for holidays, laboratory employees not on leave may be required to take on alternative duties.</p> <p>(b) During periods of laboratory closure, laboratory employees at work will not usually 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 in accordance with clause (g) above dealing with Saturday and Sunday (Overtime)</p>
Re call	<p>(a) The scientist who is rostered as the “on-call scientist” has the on-call laboratory telephone for the period nominated during the closure of the laboratory is required to respond to any emergency call in. The on-call period includes any time the laboratory is not open for routine work and during practice shut down. For the avoidance of doubt, emergency call in includes, but is not limited to, filling liquid nitrogen tanks (including when it is rostered in advance during periods of practice shutdown), responding to alarms as well as providing patient services involving the collection, processing and freezing of semen.</p> <p>(b) An employee who is recalled to the workplace will be paid in accordance with the overtime and penalties provisions in this Schedule with a minimum of 3 hours pay at the applicable overtime rates.</p>
Higher duties	<p>(a) Where an employee is required to “act up” in the role of Scientific Director the employee will be paid an additional higher duties allowance per day for the entire period the employee is required to act up, including part days when acting up as outlined in Schedule 2.</p> <p>(b) The allowance in (a) will also be paid to a Level 1 or Level 2 Scientist where the Level 3 is absent, and staff are required to ‘act up’, they are to be paid as the in-charge.</p>

	<p>(c) The duties of the in-charge scientist includes the supervision of other staff, ensuring tasks for the day are completed, minor roster changes (if appropriate), consultation with external contractors, consulting with clinicians and consulting with management (if appropriate).</p> <p>(d) An employee classified as a Scientist who is authorised to assume the duties of another employee on a higher classification under this Agreement for a period of three or more consecutive working days will be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the employee so relieved. An employee will not receive the benefits in this clause if they receive the in-charge allowance.</p>
Travel allowance	<p>(a) Where there is mutual agreement between the Employer and an employee for an employee to travel to perform duties at a location requiring the employee to stay away from their usual residence for the night, the employee shall be entitled to an allowance for meals and incidentals for each 24 hour period as outlined in Schedule 2.</p> <p>(b) Where there is mutual agreement between the Employer and an employee for an employee to travel to perform duties at a location requiring the employee to stay away from their usual residence for the night and on an emergency basis, the employee shall be entitled to an allowance for meals and incidentals for each 24 hour period as outlined in Schedule 2.</p> <p>(c) For the purpose of this clause, "emergency basis" means that the employee is provided with less than 48 hours of notice of the proposal to travel and stay away from their usual residence for the night.</p> <p>(d) Where there is mutual agreement between the Employer and an employee for an employee work at an alternative location in Tasmania the employee shall be provided with a hire car if travel distance exceeds 60 kilometres at the expense of the Employer.</p> <p>(e) Should an employee request to use their own vehicle, if approved by the Employer, they shall receive a Private Motor Vehicle Allowance as outlined in Schedule 2.</p>
Sole Practitioner allowance	<p>A Sole Practitioner is:</p> <ul style="list-style-type: none"> • The only practitioner of their discipline at a site; and • Required to exercise independent professional judgement during their shift without access to direct on-site support from a more senior professional within the discipline who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice during their shift.

	Where an employee is engaged as a sole practitioner, as defined above, such employee shall be paid a weekly allowance as outlined in Schedule 2, per week so engaged (pro rata).
Higher qualifications allowance	<p>An employee who holds a higher degree qualification and is already at the highest level for their Grade will be paid an allowance as set out below:</p> <p>(a) A full-time employee who holds a Master's Degree in a field of science recognised by the Employer and relevant to the employee's current role will be paid an allowance as outlined in Schedule 2 per week.</p> <p>(b) A full-time employee who holds a PhD in a field of science recognised by the Employer and relevant to the employee's current role will be paid an allowance of as outlined in Schedule 2 per week.</p> <p>The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of leave taken by an employee. The allowances set out in this clause will be pro-rata for part time employees. An employee is only entitled to claim one allowance if they have more than one relevant higher degree qualification (being the one with the highest monetary amount).</p>

Schedule 5 – Support Services Specific Terms and Conditions

Hours of Work	<ul style="list-style-type: none"> (a) The span of ordinary hours is 6.00am to 6.00pm, Monday to Friday. (b) The minimum shift duration for a full time and part time employee is 4 hours, Monday to Friday. The minimum period of engagement for a casual employee is 3 hours. (c) The ordinary hours of work for a full-time employee are 37.5 hours per week. (d) No more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day. (e) 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. (f) Saturday and Sunday Work (Overtime) <ul style="list-style-type: none"> (a) Saturdays - time and one half for the first 2 hours and double time thereafter; and (b) Sundays - double time. (g) Employees that work at least 7.5 hours in a day are entitled to 2 x 10 minute paid tea/rest breaks with one to be taken in the morning and the other in the afternoon. The employer and an employee may agree that the two breaks be taken as 1 x 20 minute tea/rest break. Employees that work less than 7.5 hours per day are entitled to 1 x 10 minute tea/rest break.
Rostering	<ul style="list-style-type: none"> (a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least 2 weeks before the commencement of the roster period. (b) A roster may be altered at any time by mutual agreement between the Employer and the employee, including where 2 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. (c) 7 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: <ul style="list-style-type: none"> (i) In an emergency; or (ii) To enable the functions of the organisation to be carried on where

	<p>another employee is absent from duty pursuant to the personal/carer's leave, compassionate leave or family/domestic violence leave provisions of this Agreement/the NES.</p> <p>(d) Unless the Employer otherwise agrees, an employee desiring a roster change will give 7 days' notice except where the employee is ill or in an emergency.</p>
Overtime and Penalties Support Services	<p>(a) No overtime shall be worked without the prior approval of the Employer.</p> <p>(b) Subject to subclauses (c) and (e) below overtime will be paid when:</p> <ul style="list-style-type: none"> (i) Ordinary daily hours exceed 10 hours; (ii) Ordinary hours exceed 37.5 hours in a week or 75 hours over a 2-week period; (iii) Work is performed outside the span of hours under the "hours of work" clause in this part; and (iv) A part-time employee: <ul style="list-style-type: none"> (A) Works in excess of their ordinary hours; or (B) Works hours outside the agreed regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day, provided a part-time employee may agree to vary their ordinary hours of work or pattern of work in accordance with clause 11(b)(iii). <p>(c) Overtime will be paid at the following rates:</p> <ul style="list-style-type: none"> (i) Monday to Saturday (inclusive) - at the rate of time-and-a-half for the first 2 hours and double-time thereafter; (ii) Sunday - double time; and (iii) Public Holidays - double time and a half. <p>Time Off In Lieu (TOIL)</p> <p>(d) An employee may elect to take time off in lieu instead 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.</p>

	<p>(e) Employees may accrue (bank) up to, but not exceeding, 60 hours of TOIL. TOIL in excess of 60 hours must be cashed out at the next regular pay cycle.</p> <p>(f) TOIL may be taken at any time with the mutual agreement of the Employer, subject to operational requirements.</p>
Allowances	
Higher Duties	<p>A Support Services employee engaged for 2 hours or less in any duties carrying a higher rate than the classification in which they are ordinarily employed will be paid at the higher rate for the time worked at the higher level.</p> <p>A Support Services employee engaged for more than 2 hours in any duties carrying a higher rate than the classification in which they are ordinarily employed will be paid at the higher rate for the full day or shift worked at the higher level.</p>