



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Monash IVF Group T/A Monash IVF**  
(AG2019/22)

### **MONASH IVF NURSES ENTERPRISE AGREEMENT 2018**

Health and welfare services

COMMISSIONER LEE

MELBOURNE, 29 JANUARY 2019

*Application for approval of the Monash IVF Nurses Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Monash IVF Nurses Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Monash IVF Group T/A Monash IVF. The Agreement is a single enterprise agreement.

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

[3] The Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 February 2019. The nominal expiry date of the Agreement is 30 September 2021.



COMMISSIONER

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**MONASH IVF**

**NURSES**

**ENTERPRISE AGREEMENT**

**2018**

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## **PART 1 – OBJECT AND SCOPE OF THE AGREEMENT**

### **1. TITLE**

This Agreement shall be known as the Monash IVF Nurses Enterprise Agreement 2018.

### **2. APPLICATION OF AGREEMENT**

The Agreement will apply to:

- a) Monash IVF Pty Ltd [ABN: 63006942990], Monash IVF Auchenflower Pty Ltd (Wesley) [ABN: 44111370891]; Monash IVF Reproductive Pathology and Genetics [ABN: 90007002128]; Yoncat Pty Ltd [ABN: 40051989881]; MyIVF Pty Ltd [ABN: 70166958112]; Palantrou Pty Ltd, trading as Next Generation Fertility [ABN: 21111795692]; ACN 166702487 Pty Ltd trading as Bump IVF [ABN: 51166702487]; Fertility East Pty Ltd [ABN: 62115125149] and ACN 166701819 Pty Ltd.
- b) Employees who are employed pursuant to this Agreement, by the Companies named in clause 2 (a) above, in classifications contained in Schedule A.
- c) It is the intention of the Australian Nursing & Midwifery Federation that it will be covered by this Agreement.

### **3. AGREEMENT SCOPE, RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS AND APPLICABLE AWARDS**

- a) The National Employment Standards ("NES") and this Agreement contain the minimum terms and conditions of employment for Employees covered by the Agreement and shall apply to staff employed in classifications covered by this Agreement.
- b) Entitlements in accordance with the NES are provided for under the Fair Work Act 2009 ("the Act").
- c) Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect.
- d) This Agreement wholly replaces the Monash IVF Nurses Agreement 2012.
- e) This Agreement shall operate to the exclusion of any other Award or Agreement.

### **4. DATE AND PERIOD OF OPERATION**

- a) This Agreement comes into operation seven (7) days after approval by the Fair Work Commission and has a nominal expiry date of 30 September 2021. The Agreement shall remain in force thereafter in accordance with the Act.
- b) Discussions shall commence for a new Agreement no later than 1 July 2021.

### **5. WAGE INCREASES**

- a) Wages are in accordance with Schedule A.
- b) The first wage increase is payable in the first full pay period on or after the day of declaration of a positive vote on this Agreement.
- c) An Employee whose wage rate immediately before this Agreement comes into effect is greater than that prescribed in Schedule A for his or her classification shall not have a reduction in their rate of pay.

## **6. POSTING OF THE AGREEMENT**

A copy of this Agreement and the NES shall be available to Employees on the Company's Intranet.

## **7. CAPABILITY TO VARY AGREEMENT**

An application to vary any terms of this Agreement may be made under Parts 2-4, Division 7 of the Fair Work Act 2009.

## **8. NO EXTRA CLAIMS**

The parties acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

## **9. DEFINITIONS**

In this Agreement except where the context requires otherwise:

- a) "Act" means the Fair Work Act 2009.
- b) "Agreement" means this Agreement, the Monash IVF Nurses Enterprise Agreement 2018.
- c) "ANMF" means the Australian Nursing & Midwifery Federation.
- d) "Child" means a child or adult child (including an adopted child, a step child or an ex-nuptial child) of the Employee, or the Employee's current or former spouse.
- e) "De facto partner" of the Employee 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.
- f) "Employee" means a Nurse in any of the classifications set out in Schedule A by a Company listed in subclause 2 (a).
- g) "Employer" means the Companies listed in Clause 2(a) above.
- h) "FWC" means Fair Work Commission.
- i) "Immediate Family" means:
  - A spouse (includes former spouse), de-facto partner, child, parent, grandparent, grandchild, or sibling of the Employee or
  - A child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the Employee.
- j) "Monash IVF Group" means the Companies of the Monash IVF Group including Companies listed in Clause 2 (a) above.
- k) "NMBA" means the Nursing and Midwifery Board of Australia.
- l) "NES" means the National Employment Standards.
- m) "Nurse" includes Registered Nurses and Enrolled Nurses registered as such with NMBA.
- n) "Ordinary pay" means remuneration for an Employee's weekly number of hours of work calculated at the ordinary time rate of pay prescribed in Appendix A.
- o) "Service" means continuous service with any Company in the Monash IVF Group.
- p) "Union" means the Australian Nursing & Midwifery Federation.

## 10. EMPLOYEE DUTIES

In performing the duties, the Employee must:

- a) Serve the Employer faithfully and diligently and exercise all due care;
- b) Perform the duties to the best of his/her ability and in line with the job specific competencies;
- c) Not be directly or indirectly involved or engaged in work for or provide services to any other company, business or individual, whether paid or otherwise, which may in any way conflict with the interests of the Employer, unless otherwise agreed in writing by the Employer;
- d) Use their best endeavours to protect and promote the Employer's good name and reputation and to further the development, reputation and business of the Employer.

## 11. STAFFING LEVELS

The Employers covered by this Agreement are committed to ensuring that staffing levels are appropriate for the delivery of quality patient care in keeping with best practice principles.

The Employer will make every reasonable effort to replace an Employee who is absent on long term leave, including long service leave and long term sick leave.

Should any Employee feel they have an unreasonable or excessive workload, on a regular basis, they have the responsibility to discuss their concerns with their direct manager. If the concerns remain unresolved, then the Employee may write to the General Manager setting out the details of the situation. The General Manager will respond in writing within 7 days addressing the Employee's concerns.

If the concerns remain unresolved, an employee may utilise the "Dealing with Disputes" clause of this Agreement and may appoint a representative in accordance with that clause.

## PART 2 – WORKING ARRANGEMENTS, TIMES AND HOURS OF WORK

### 12. TYPES OF EMPLOYMENT

At the time of engagement the Employer will inform each Employee in writing whether they are employed on a full-time, part-time or casual basis.

#### 12.1 Full-time Employee

A full-time Employee is an Employee who is employed as such and who is ready, willing and available to work a full week of thirty eight (38) hours or an average of seventy six (76) hours per fortnight.

#### 12.2 Part-time Employee

- a) A part-time Employee is one who is employed as such and who is ready, willing and available to work on a regular contract fewer than thirty eight (38) hours in any one (1) week or seventy six (76) hours in a fortnight and who has reasonably predictable hours of work, provided that the number of hours worked may vary by mutual agreement.
- b) Subject to section 62 of the Fair work Act 2009, the Employer may reasonably require an employee to cover roster shortfalls and weekend rotations.



- c) A part-time Employee may agree to work additional ordinary hours up to a maximum of ten (10) ordinary hours per day or a maximum of seventy six (76) ordinary hours per fortnight at the ordinary rate of pay.
- d) A part-time Employee shall be paid per hour worked an amount equal to the hourly rate appropriate to the Employee's classification, plus penalty rates where applicable.
- e) Payment in respect of any period of paid personal leave (where an Employee has accumulated an entitlement) and compassionate leave shall be made according to the number of hours the Employee would have worked on the day or days on which the leave was taken so as not to reduce the Employee's salary below that level which such Employee would have received had such Employee not been absent.
- f) The terms of this Agreement shall apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are thirty eight (38).
- g) On appointment a part-time Employee will be provided with a letter of employment stating their classification, the minimum contracted hours to be worked each fortnight and the name of this Agreement. Any change in the Employee's contracted hours will be agreed and confirmed in writing.
- h) Where the Employee is regularly working more than their contracted fortnightly hours, for greater than a six (6) month period, they may request that their contracted hours be increased. The Employer will give consideration to the operational needs of the business and will respond in writing within 14 days. The Employer will not unreasonably refuse a request and if a request is refused, then the Employer will provide the reasons for the refusal in writing.

### **12.3 Casual Employee**

- a) A casual Employee is an Employee, other than a full-time or a part-time Employee, engaged as such on an hourly basis, to work up to and including 38 ordinary hours per week.
- b) A casual Employee shall be paid per hour the hourly rate appropriate to the Employee's classification, plus a casual loading of 25%.
- c) The following provisions do not apply to casual Employees:
  - Annual Leave
  - Paid Personal / Carer's Leave
  - Paid Compassionate Leave
  - Paid Parental Leave
  - Paid Domestic Violence Leave
  - Redundancy payments
  - Tertiary assistance
  - Period of notice.
- d) A casual Employee who has been rostered on a regular and systematic basis over twenty six (26) weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended personal leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer. The Employer will respond in writing to such a request within 14 days. If the request is refused the Employer will provide the reasons for refusal in writing.

- e) Where it is agreed that a casual Employee will have their employment converted to full or part time employment, the Employer and the Employee will discuss and record in writing the terms of employment in accordance with Clause 12.1 or Clause 12.2 whichever is applicable.

#### **12.4 Minimum Payment**

Full-time and part-time Employees will be rostered and paid for a minimum of three (3) ordinary hours for each period of engagement.

A casual Employee will be paid a minimum of two hours of pay for each engagement.

### **13. QUALIFYING PERIOD**

- a) All new Employees shall be subject to a qualifying period of six (6) months from the first day of engagement.
- b) During the qualifying period, the Employer will monitor the Employee's work performance. In the event that performance is assessed as unsatisfactory, the Employer may terminate employment by giving notice of one (1) week.

### **14. HOURS OF WORK**

#### **14.1 Ordinary Hours of Work**

- a) The ordinary hours of work, worked between 6:00 am and 8.00 pm, Monday to Friday shall be paid at the ordinary rate of pay.
- b) Ordinary hours worked between 8.00 pm and 6.00 am, Monday to Friday shall be paid with a 50% loading for the first two hours and a 100% loading thereafter. Employees will not be required to work ordinary hours between 8 pm and 6 am except by agreement.
- c) Ordinary hours of work shall not exceed ten (10) hours in any day or exceed seventy six (76) hours in any fortnight.
- d) Ordinary hours worked by a full-time or part-time Employee on a Saturday shall be paid with a 50% loading.
- e) Casual employees who work on a Saturday shall be paid a 75% loading on all hours worked in lieu of the 25% casual loading.

#### **14.2 Work on Sundays**

- a) All hours worked by a full-time or part-time Employee on a Sunday shall be overtime and paid at double time.
- b) Casual Employees who work on a Sunday shall be paid 125% loading on all hours worked in lieu of the 25% casual loading,

#### **14.3 Overtime**

- a) The Employer may require an Employee to work reasonable overtime. In determining whether additional hours that an Employee is required or requested by an Employer to work are reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:
  - i. any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
  - ii. the Employee's personal circumstances (including family responsibilities);

- iii. the operational requirements of the workplace, or enterprise, in relation to which the Employee is required or requested to work the additional hours;
  - iv. any notice given by the Employer of the requirement or request that the Employee work the additional hours;
  - v. any notice given by the Employee of the Employee's intention to refuse to work the additional hours;
  - vi. whether any of the additional hours are on a public holiday;
  - vii. the Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours.
- b) Only authorised overtime shall be paid.
  - c) Overtime will apply where an Employee, is required by the Employer to work hours in excess of ten (10) hours on any day at the rate of double time.
  - d) Overtime will apply where the total ordinary hours worked exceed seventy six (76) hours per fortnight. An Employee who works hours in excess of 76 ordinary hours in any pay fortnight (excludes hours already deemed overtime being in excess of ten (10) hours in any day and excludes overtime worked on a weekend or public holiday) shall be paid overtime for the excess hours at the rate of:
    - Time and a half for the first two hours, and
    - Double time thereafter.
  - e) All overtime worked on a public holiday shall be paid at double time and one half.
  - f) All overtime worked on a Saturday by a full-time or part-time Employee shall be paid at double time.

#### **14.4 Rest Break during Overtime**

An Employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue work after the break.

#### **14.5 Rest Period after Overtime**

- a) An Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 hours off duty, will be released after completion of such overtime until they have had 10 hours off duty without loss of pay for ordinary working time occurring during this absence.
- b) If, on the instructions of the Employer, the Employee resumes or continues work without having had 10 hours off duty, the Employee will be paid at the rate of double time until they are released from duty for such a period. The Employee is then entitled to be absent until they have had 10 hours off duty without loss of pay for ordinary working time occurring during such absence.
- c) In the event of an Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to his or her place of residence, the Employer shall provide adequate transport free of cost to the Employee, including reimbursement of taxi or Uber costs.

## **14.6 Rostering**

- 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 two weeks before the commencement of the roster period.
- b) The roster shall provide a rest break of a minimum of ten hours, or by mutual agreement eight hours, between rostered hours of duty.
- c) An Employee may agree to be rostered ordinary hours in excess of their contracted hours and may agree to take time off in lieu, rather than be paid hours worked in addition to contracted hours.
- d) Notice of seven (7) days will be given of a change in a roster. However, a roster may be altered at any time 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.
- e) Unless the Employer otherwise agrees, an Employee desiring a roster change will give notice of seven (7) days except where the Employee is ill or in an emergency.
- f) Unless otherwise agreed, each Employee shall be free from duty for not less than four (4) full days per fortnightly pay cycle. Where practicable, such days off shall include consecutive days.

## **14.7 Requests for flexible working arrangements**

- a. This Clause applies when an Employee has made a request for a change in working arrangements under section 65 of the Fair Work Act 2009.
- b. Before responding to a request, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
  - i. the needs of the Employee arising from their circumstances;
  - ii. the consequences for the Employee if changes in working arrangements are not made; and
  - iii. any reasonable business grounds for refusing the request.
- c) The Employer must give the Employee a written response to an Employee's request within 21 days, stating whether the Employer grants or refuses the request. If the Employer refuses the request, the written response must include details of the reasons for the refusal.
- d) The written response must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- e) If the Employer and the Employee could not agree on a change in working arrangements under (b), the written response must:
  - i. state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
  - ii. if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.
- f) If the Employer and the Employee reached an agreement under clause b) on a change in working arrangements that differs from that initially requested by the

Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

- g) Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by this Clause can be dealt with under the dispute resolution clause of this Agreement.

#### **14.8 Time Off in Lieu of Overtime**

- a) The Employee may request time off in lieu of overtime.
- b) Time off in lieu of overtime is taken on an hour for hour basis with the penalty rate paid on the day it is earned.
- c) Time off in lieu of overtime is taken at a time mutually agreeable to the Employee and the Employer.
- d) Wherever possible, time off in lieu of overtime should occur within the same pay period it has accrued. If this does not occur, the Employee must seek authorisation to carry the accrued time forward to the next pay period. Otherwise, the accrued time is paid out.
- e) Unless otherwise mutually agreed by the Employee and the Employer, a maximum of 2 days (15.2 hours) time off in lieu may be accrued. Time off in lieu in excess of 15.2 hours is to be paid out.
- f) The Employer shall record time off in lieu of payment arrangements in a central location each time this provision is used. Such records shall be available to individual Employees.
- g) Any accrued time in lieu not taken shall be paid at any time at the request of the Employee or at termination of the employment.

#### **14.9 Breaks**

- a) Employees shall be entitled to an unpaid meal break of at least thirty (30) minutes and not more than sixty (60) minutes to be taken when the Employee works or is rostered to work in excess of six (6) hours on any day.
- b) If an Employee is unable to take their break within the prescribed period, they must advise their manager to allow relief to be provided, and if not possible, payment will be made at the ordinary rate of pay
- c) An Employee shall be entitled to two (2) paid breaks of ten (10) minutes during a standard 7.6 hour day

### **PART 3 – REMUNERATION**

#### **15. WAGES**

##### **15.1 Rates of Pay**

- a) The minimum rates of pay are as per Schedule A of this Agreement.
- b) The increases in rates of pay are effective as of the first full pay period on or after the date nominated in Schedule A of this Agreement.
- c) The hourly rate is inclusive of any applicable leave loading.

## **15.2 Payment of Wages**

- a) Wages shall be paid fortnightly in arrears.
- b) When a public holiday falls on a normal pay day wages shall be paid no later than the next business day following the usual pay day.
- c) Employees shall be paid wages by electronic funds transfer into the bank or financial institution account nominated by the Employee.
- d) Prior, on or within one working day of the pay day the Employer shall provide to each Employee a pay slip in electronic or hard copy form.
- e) The pay slip shall contain information as required by the Act and the Fair Work Regulations 2009.
- f) When an Employee has given notice of termination of employment or an Employee's services have been terminated by the Employer, payment of all wages and other monies owing to an Employee shall be made to the Employee on the day of the termination or at a mutually agreed date.

## **16. SUPERANNUATION**

- a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- b) The Employer shall make occupational superannuation contributions into an approved fund. The contributions will be calculated in accordance with the Superannuation Guarantee legislation.
- c) Upon commencement of employment, the Employer shall provide each Employee with membership forms for HESTA (or its successors) and shall inform the Employee of their right to nominate a complying superannuation fund as per legislative requirements. In the event that the Employee has not provided a nomination form within twenty eight (28) days, the Employer shall forward the required superannuation contributions and Employee details to HESTA (or its successors).
- d) An Employee may make additional contributions to the Fund from their after tax salary and on receiving written authorisation from the Employee, the Employer must commence transfer of the additional after tax contributions to the Fund.
- e) The Employer agrees to permit employees covered by this Agreement, who elect to do so, to convert a component of their gross salary to superannuation contributions, which shall be treated as an Employer contribution to superannuation, subject to the maximum annual employer contribution not being exceeded.
- f) The legislative superannuation contributions will be calculated on the Employee's gross ordinary time earnings, prior to any salary sacrifice.
- g) HESTA has a "My Super" product.

## **17. ALLOWANCES**

### **17.1 Motor Vehicle Travel Allowance**

- a) The Employer provides vehicles for Employee's use during work time. Therefore, Employees are required to access work vehicles for work that is undertaken on behalf of the Employer that requires travel.
- b) Where a work vehicle is not available and the Employee is required to use his/her private motor vehicle for business purposes and the Employer has given prior approval of the use, the Employer will pay the Employee a kilometre

allowance in accordance with the prevailing Nurses Award rates as amended from time to time.

### 17.2 Meal Allowance

- a) When an Employee works a shift of ten (10) or greater hours or is required to work overtime hours after 7 pm, the Employee shall be either:
  - i. supplied a substantial meal, or
  - ii. reimbursed the reasonable cost of a meal of their choosing, or
  - iii. be entitled to a meal allowance in accordance the Nurses Award rates as amended from time to time.
- b) The above clause will not apply when an Employee could reasonably return home for a meal, within the meal break, or when the Employee is working from home.

### 17.3 Living Away from Home Allowance

- a) When an Employee is required to work at a satellite clinic or a clinic other than the clinic where the Employee is based, the Employee shall be entitled to a living away from home allowance when required to spend a night or nights away from home.
- b) For the duration of this Enterprise Agreement, the living away from home allowance shall be \$100 per night spent away from the Employee's regular place of abode.
- c) The living away from home allowance shall be paid in addition to the reimbursement of reasonable and legitimate travel, accommodation, meals or other necessary work related expenses incurred while the Employee is away from home.

### 17.4 On Call

- a) An Employee may be required by the Employer to be on call and to return to work or respond to phone calls and / or the patient portal during the on call period.
- b) The on call period will be five (5) hours on any day. The timing of the on call period may vary between clinics, however, the duration of the on call period at any clinic will not exceed five (5) hours.
- c) For the duration of this Agreement an Employee required to be on call will be paid an on call allowance, in accordance with the following schedule:

Monday to Friday	Saturday	Sundays or Public Holiday
\$50 per day	\$75 per day	\$100 per day

- d) The Employer, at its sole discretion may, in circumstances where the on call roster is shared amongst multiple Employees, provide a dedicated mobile phone for use by the clinic.

### **17.5 Recall**

- a) If an Employee, rostered to be on call, is required to return to the clinic for work, such work shall be remunerated as overtime at double time.
- b) The time spent travelling to and from the place of duty will be deemed to be time worked.
- c) A minimum payment of two (2) hours shall be paid when an Employee is recalled to the clinic, even if the work is completed in a shorter period. Entitlement to such remuneration shall commence from the time the Employee starts their journey to work.
- d) The on call roster is to be shared amongst Employees.

### **17.6 Remote Response: Providing Advice Remotely When On Call**

- a) Remote response duties include:
  - responding to phone calls , messages or emails
  - providing advice by telephone
  - Remotely monitoring and/or addressing issues by telephone, computer or other electronic mode.
- b) Where an Employee is on call and is able to provide advice and support remotely, the Employee shall be paid overtime at the rate of double time (200% of the Employee's base rate of pay) for the time worked rounded up to the nearest 15 minutes.
- c) An Employee remotely responding during a period of on call will be required to maintain, and provide to the Employer on request, a record of the length of time taken in dealing with each matter during the on call period.
- d) Remote response payments shall be paid in addition to the on call allowance.
- e) When providing advice, Nurses must remain within their scope of practice.

### **17.7 Higher Duties Allowance**

An Employee who is authorised to assume the duties of another Employee, on a higher classification under this Agreement, for a period of five (5) or more consecutive working days shall be paid for the period, for which they have assumed such duties, at not less than the minimum rate prescribed for the classification applying to the Employee so relieved.

### **17.8 Reimbursement of Child Care Expenses**

- a) Where an Employer requires an Employee to work outside of their rostered hours and, where notice of less than forty eight hours is given of the work requirement, the Employer will reimburse reasonable childcare costs provided by a registered childcare provider.
- b) Reimbursement of costs is subject to the provision of a receipt for the expenditure which is to be provided within one (1) week of the overtime being worked.



## **PART 4 LEAVE AND PUBLIC HOLIDAYS**

### **18. ANNUAL LEAVE**

The provisions of paid annual leave do not apply to casual Employees.

#### **18.1 Quantum of Annual Leave**

- a) A full-time Employee is entitled to paid annual leave of 5 weeks (190 hours) per annum which accrues progressively during a year of service according to the Employee's ordinary hours of work.
- b) Annual leave will be exclusive of public holidays which may occur during the period of that annual leave.
- c) Part-time Employees shall accrue annual leave on a pro rata basis for every hour of ordinary time that is paid up to 76 hours per fortnight.
- d) For the purpose of the additional annual leave provided for in the NES a shift worker is a full-time or part-time Employee who:
  - i. is regularly rostered over seven days of the week; and
  - ii. regularly works on weekends.
- e) To avoid any doubt, full-time and part-time employees are entitled to five (5) weeks of annual leave for each year of service with the Employer.

#### **18.2 Taking Accrued Annual Leave**

- a) Annual leave must be taken at a time mutually agreed between the Employer and the Employee.
- b) To assist in the redistribution of the Employee's workload during his/her annual leave, the Employee is encouraged to submit his/her request for annual leave forty (40) days prior to the commencement date of that leave.
- c) Annual leave will be taken within six (6) months of the Employee becoming entitled to annual leave of more than 5 weeks, unless otherwise agreed that the taking of annual leave will be deferred.
- d) Where an Employee has greater than eight (8) weeks of annual leave accrued, the Employer or Employee may seek to confer in order to reach agreement to reduce or eliminate the excessive annual leave. If agreement cannot be reached, the Employer may direct the Employee to take annual leave to reduce or eliminate the excessive annual leave.
- e) The Employer must not unreasonably refuse to agree to a request by the Employee to take annual leave.

#### **18.3 Cashing Out Of Annual Leave**

- a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause.
- b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- c) An Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- d) An agreement must state:
  - i. The amount of annual leave to be cashed out and the payment to be made

- ii. The date on which the payment is to be made.
- e) Every agreement must be signed by the Employer and the Employee.
- f) The payment must not be less than the amount that would have been payable to the Employee had the Employee taken the annual leave at the time the payment is made.
- g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- h) The Employer must keep a copy of any agreement as an Employee record.
- i) An Employer must not exert undue influence or undue pressure on an Employee to make, or not make, an agreement under this clause.

#### **18.4 Christmas / New Year Closure**

- a) The Employer may plan an annual Christmas / New Year closure at which time the majority of Employees shall be scheduled to take a portion of their accrued annual leave entitlement.
- b) Should an Employee's accrued annual leave be insufficient to cover the proposed close down period, the Employer may:
  - i. arrange for the Employee to return to work at an earlier date; or
  - ii. provide the Employee with leave without pay.

#### **18.5 Sickness during Annual Leave**

Where an Employee becomes sick, whilst on annual leave for a period of time on which she/he would otherwise have worked, and at the earliest reasonable opportunity provides to the Employer with a certificate from a legally qualified medical practitioner or dentist, then the number of days or hours specified in the certificate shall be deducted from any sick leave entitlement standing to the Employee's credit, and shall be re-credited to his or her annual leave entitlement.

#### **18.6 Loading on Annual Leave**

The rate of pay as provided by Appendix A is inclusive of any leave loading that may be applicable.

### **19. PERSONAL LEAVE**

The provisions of paid personal leave do not apply to casual Employees

#### **19.1 Paid Personal Leave**

Paid personal leave will be available to an Employee when they are absent because of:

- i. personal illness or injury (sick leave); or
- ii. for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support (carer's leave).

#### **19.2 Amount of Paid Personal Leave**

- a) A full-time Employee is entitled to accrue ten (10) days or 76 hours of paid personal leave per year. The Employee's entitlement to personal leave accrues progressively during a year of service and accumulates from year to year.
- b) Part-time Employees are entitled to personal leave on a pro rata basis.

### **19.3 Unpaid Personal Leave**

In addition to the paid personal leave entitlement, an Employee including a casual Employee, is entitled to up to two (2) days unpaid carer's leave, or as agreed with the Employer, for each occasion when a member of the Employee's immediate family or a member of the Employee's household requires care or support during such period because of:

- i. a personal illness, or injury, of the member; or
- ii. an unexpected emergency affecting the member; or
- iii. an unexpected emergency.

### **19.4 Accrual of Paid Personal Leave**

Unused personal leave shall accumulate to the credit of the Employee and may be accessed as necessary as either sick leave or carer's leave subject to the notice and evidence requirements. However, unused personal leave will not be paid out to an Employee on termination of employment.

### **19.5 Notice and Evidence**

- a) Wherever practical, when an Employee is absent on personal leave, the Employee is expected to contact the Employer (the Employee's immediate manager) prior to their normal commencement time to advise the reasons for, and the expected duration of, the absence. Where it is not practical for the Employee to notify the Employer prior to their normal commencement time, the Employee shall advise the Employer as soon as possible during the first day of the actual absence.
- b) The Employer is entitled to request evidence that would substantiate the reason for personal leave.
- c) The Employee is not entitled to the leave if they fail to provide either:
  - i. notice (as soon as practicable), or
  - ii. evidence (when requested) that would satisfy a reasonable person.

### **19.6 Personal Leave Certification**

- a) Sick Leave: A medical certificate from a registered medical practitioner or dentist, certifying that the Employee is not fit for work, shall be required for the payment of personal leave in the event of:
  - single or two (2) day absences beyond three (3) occasions in any year of service and
  - absences of more than two (2) days in duration.

A statutory declaration (on no more than three (3) occasions in any calendar year) or a medical certificate from a registered medical practitioner or dentist, certifying that the Employee is not fit for work, shall be required for the payment of leave in the event of:

- leave taken before or after a weekend and
  - leave taken before or after a public holiday.
- b) Carer's Leave: A medical certificate from a registered medical practitioner or dentist, certifying a member of the Employee's immediate family is ill, injured or has undergone treatment and requires the care and support of the Employee, or

- other evidence acceptable to the Employer, shall be required for the payment of leave.
- c) Compassionate Leave: Reasonable evidence proving the illness, injury or death of an immediate family member may be required for the payment of leave.
  - d) Personal Leave during Annual Leave: Certification from a registered medical practitioner or dentist shall be required for all instances where an Employee wishes to claim personal leave entitlements during a period of annual leave.

## **20. COMPASSIONATE LEAVE**

The provisions of paid leave do not apply to casual Employees.

- a) An Employee is entitled to a period of up to two (2) days paid leave as Compassionate Leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:
  - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
  - ii. sustains a personal injury that poses a serious threat to his or her life; or
  - iii. dies.
- b) An Employee may take an additional day of paid leave from their personal leave, provided they have sufficient leave entitlements accrued.
- c) An Employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the Employee and the Employer agree.

## **21. PARENTAL LEAVE**

Employees are entitled to unpaid Parental Leave in accordance with the provisions of the Act, as amended from time to time.

### **21.1 Maternity or Adoption Payment**

- a) The Employer recognises the financial burden staff face when starting or extending their family.
- b) Permanent Employees eligible for Parental Leave shall be entitled to a Maternity or Adoption Payment equivalent to 10 weeks of pay.
- c) Payment will be based on:
  - i. The Employee's contracted minimum weekly hours immediately prior to taking maternity leave
  - ii. The Employee's base rate of pay immediately prior to taking maternity leave.
- d) The Maternity Payment will be paid as a lump sum at the commencement of maternity leave, unless otherwise agreed.
- e) The Maternity Payment is not ordinary time earnings.

### **21.2 Partner's Leave**

- a) Permanent Employees who have completed at least 12 months of continuous service with the Monash IVF Group shall be entitled to Partner's Leave
- b) An Employee, whose spouse, including a de facto spouse or a same sex spouse, is giving birth to or adopting a child, is entitled to one week of paid partner's leave

- c) This leave is in addition to other existing leave entitlements.

## **22. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- a) Domestic violence includes physical, sexual, financial, verbal or emotional abuse by a family or household member as defined under the Family Violence Protection Act 2008 (Vic).
- b) All Employees are entitled to five (5) days unpaid leave to deal with family and domestic violence. This leave does not accrue from year to year.
- c) Monash IVF will provide full time and part time Employees experiencing domestic violence with reasonable paid leave of up to five (5) days (38 hours) per calendar year (non-cumulative) for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with domestic violence (supporting evidence or proof may be required).
- d) Monash IVF will facilitate the implementation of family and domestic violence leave through a policy and procedure that will ensure confidentiality and timely support for staff who may apply for leave.
- e) This leave will be in addition to other existing leave entitlements and does not accrue from year to year.
- f) Employees may access paid carer's leave to provide care and support to members of their immediate family or household who are experiencing domestic violence as defined in subclause (a) of this clause.
- g) Additional leave, paid and / or unpaid, may be granted on a case by case basis.

## **23. LONG SERVICE LEAVE**

### **23.1 Long Service Leave Prior to the Approval of this Agreement**

Prior to the approval of this Agreement, Long Service Leave accrues in accordance with the Monash IVF Nurses Enterprise Agreement 2012 and state legislation, unless the terms of an existing individual employment agreement provides more favourable terms, in which case such more favourable terms shall prevail.

### **23.2 Long Service Leave after the Approval of this Agreement**

- a) From the first pay period on or after the date of approval of this Agreement, all Employees shall be entitled to Long Service Leave as follows:
  - i. A full time Employee is entitled to thirteen (13) weeks Long Service Leave after ten (10) years of continuous service with the Monash IVF Group.
  - ii. The same provisions shall apply to part-time and eligible casual Employees on a pro rata basis.
  - iii. Continuous service excludes periods of leave taken without pay.
- b) Long Service Leave is payable on a pro rata basis after seven (7) years of continuous employment.
- c) Long service leave will continue to accrue progressively at 1.3 weeks per year of service with an entitlement of six and a half (6.5) weeks every five (5) years after the initial ten (10) year entitlement.
- d) Where not specifically overridden by this Agreement, the respective State Long Service Leave provisions will apply in respect to all other entitlements an Employee has to Long Service Leave.
- e) At the written request of the Employee and at the discretion of the Employer, bearing in mind staffing requirements of the site, the Employee may request to

take long service leave as double Long Service Leave at half pay or as otherwise agreed as individual State legislation permits

### **23.3 Long Service Leave Exclusive of Public Holidays**

Long Service Leave shall be exclusive of any of Public Holidays. If any such holiday falls within an Employee's period of Long Service Leave and is observed on a day which in the case of that Employee would have been an ordinary working day, there shall be added to the period of Long Service Leave time equivalent to the ordinary time which the Employee would have worked if such day had not been a holiday.

### **24. CEREMONIAL LEAVE**

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

### **25. JURY SERVICE**

- a) An Employee required to attend for jury service during the Employee's ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount that he or she could reasonably expect to have received from the Employer as earnings for that period had he or she not been performing jury service.
- b) The Employee shall advise the Employer as soon as practicable that he/she had to attend and produce his/her notice to attend.
- c) An Employee who has been given more than seven (7) days notice to attend for jury service shall give the Employer at least seven (7) days notice and if the Employee fails to give such notice, without reasonable excuse, the Employee shall forfeit their entitlement to payment by the Employer.
- d) The Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### **26. COMMUNITY SERVICE LEAVE**

An Employee is entitled to unpaid community service leave in accordance with the NES. The Employer will facilitate an Employee who is a member of a voluntary emergency relief organisation such as the Country Fire Authority, Red Cross, St John Ambulance or the State Emergency Service to be released from normal duty for a period of unpaid leave or to use a period of accrued annual leave, to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the Employee. An Employee so released to perform volunteer emergency duty will not be required to re-attend for work within ten (10) hours of completion of the volunteer duty even where rostered to do so. The Employer may request confirmation in writing from the relevant emergency authority that the Employee was engaged in emergency work.

## **27. PUBLIC HOLIDAYS**

### **27.1 Prescribed Holidays**

- a) Prescribed public holidays for Queensland, New South Wales and Victorian Employees will be those days gazetted as public holidays by the relevant state Governments.
- b) Monash IVF Group recognises the cultural diversity and values of its Employees and therefore, an Employee may request to substitute another day for any prescribed day in this clause. With the mutual agreement of the Employer and the Employee, another day of cultural significance may be substituted.

### **27.2 Public Holidays Worked**

- a) Where a full-time or a part-time Employee is required to work on a public holiday, the Employee shall be paid double time and a half for all hours worked plus payment at ordinary time for any contracted hours not worked.
- b) A casual Employee shall be paid double time and a half plus the 25% casual loading for all hours worked on a public holiday.
- c) Where an Employee is required to work a public holiday, a minimum of four hours shall be recorded on the timesheet and the Employee shall be considered to have worked a minimum of four hours, regardless of the actual hours worked.

### **27.3 Public Holidays Not Worked**

- a) An Employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he/she is required to work on that public holiday.
- b) An Employee who is ordinarily required to work on that day of the week on which a particular holiday is observed, and does not work any or all of their contracted hours on that day, shall be paid those ordinary hours not worked at the ordinary rate of pay.
- c) In determining whether an Employee who works a rotating roster is entitled to receive Agreement benefits for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the previous six months, excluding periods of paid or unpaid leave. If the rosters show that the Employee has worked 50% or more of the days of the week on which a particular public holiday falls, the Employee shall be entitled to receive the benefit for that public holiday.

## **PART 5 – LEARNING AND DEVELOPMENT**

### **28. PROFESSIONAL DEVELOPMENT PROGRAM**

The Employer will provide all permanent Employees with a comprehensive Professional Development Program that enables them to perform competently in their current position, meet best practice objectives, and thereafter, to develop additional skills and abilities to progress their careers throughout the Monash IVF Group.

#### **28.1 Career Development**

Employees are jointly responsible for managing their career development and for making use of the resources available within and external to the Employer or the Monash IVF Group. Managers will guide and support Employees in identifying and participating in suitable training and development courses and further studies.

On the basis of assessed needs, a range of programs will be provided by the Employer and Employees are expected to attend.

The provision of mandatory training and skills updates as per state and federal legislation is the responsibility of the Employer. Attendance at such mandatory training and skills updates sessions is the responsibility of the Employee.

The Employer will make adequate provision in its annual budget to deliver its Professional Development Program.

## **28.2 Tertiary Assistance and Further Education**

The Employer is committed to the development of a skilled and motivated workforce. Staff development is seen as a vital aspect of the growth and effectiveness of both the individual employee and the organisation as a whole and is designed to assist staff to meet new workplace demands.

The Tertiary Assistance and Education Scheme assists staff to gain a qualification that is relevant to their current position and maximises their contribution to the achievement of the organisation's goals, or where it can be demonstrated there is a career path within the organisation and/or where there is, or is likely to be a shortage of skilled staff within that profession.

## **28.3 Conditions for Assistance**

- a) Eligibility: Assistance is usually provided for part-time study and may consist of one or both of the following:
  - study release
  - financial support.
- b) A full-time Employee who has completed at least two years of continuous service with the Monash IVF Group and is employed on a permanent basis is eligible to apply for study assistance.
- c) Part-time staff are eligible for pro-rata assistance.
- d) Casual staff are not eligible for any assistance.

## **28.4 Recognised Course of Study**

Courses normally approved for the Tertiary Assistance and Education Scheme are those that lead to a recognised qualification from an institution acceptable to the organisation such as:

- a University
- a TAFE college
- any other accredited course at a tertiary institution or professional organisation

Courses may include any special or bridging course provided by an acceptable institution. Courses may be undertaken by:

- course work, i.e. face to face instruction, or
- distance education; or
- web-based learning.



Employees should consult with their Manager to ensure that the identified course is one that is recognised by the organisation

### **28.5 Indication of Intention to Undertake Studies**

The Employee will indicate their intention to undertake studies in the next financial year at the time of their performance review in order that the Manager can consider the budget for any financial assistance for the following year.

The Employee will be required to apply for approval each year/semester for which financial assistance is sought.

### **28.6 Study Release**

Employees shall endeavour wherever possible to attend subjects in their own time, and in such a way as not to disrupt normal position accountabilities and expectations. Where this is not possible, Monash IVF may approve study release of up to four hours per week.

The following conditions apply to study release:

- study release must be used for study purposes e.g. attendance at lectures/tutorials, to undertake research or to meet external study requirements
- study release will not be granted where alternative classes are available outside normal working hours, unless special circumstances make it unreasonable for the Employee to attend these classes.
- any request for study release must be supported by official documentation and/or timetable issued by the institution providing the course.
- cannot be used to repeat a course
- is forfeited when the Employee withdraws from the course
- is not available while the Employee is on other forms of leave, for example, sick, parental or annual leave.

### **28.7 Study Release Organisational Impact**

In calculating and approving study release, Supervisors and Managers will need to take into account:

- how the Employee's study needs can best be supported
- the business requirements of the local area, the impact on other staff and how the level of service provision can be maintained in Employee's absence
- the number of requests from other staff for study release and how this can be managed fairly and equitably.
- that study release time would not normally be approved if it will result in the replacement of staff, paid overtime or a request for leave in lieu of overtime.

### **28.8 Examination Leave**

The Employer will grant paid leave for an Employee to attend examinations, including entrance examinations if required as described below:

- three hours of leave for examinations of less than two hours duration
- four hours leave for examinations of two hours or more

- the entire day or shift when more than one examination is to be sat on a day.

Time off will not be granted when an examination falls on a rostered day off, a public holiday or during annual leave.

Examination leave will not be provided where the examination is held outside of the normal rostered hours of the Employee.

To apply for examination leave the staff member must submit an Application for Leave to their Manager for approval.

### **28.9 Financial Support**

Monash IVF will consider providing financial support for the year or semester for Employee's undertaking a recognised course of study as follows:

- Doctorate
- Masters Degree
- Post Graduate Diploma
- Bachelors Degree
- Diploma
- Graduate Certificate
- TAFE Certificate

Assistance of 50% of the cost of the enrolment for that semester / year up to a maximum of \$5,000 will be provided, subject to successful completion of the semester or year and the conditions of this Agreement for full time Employees and pro rata for part time Employees.

The Employee will complete the form Application for Tertiary and Further Education Assistance at the start of the semester or year and submit to the Manager for approval. On approval the Manager will forward to Human Resources. No financial payment will be made until the Employee has successfully completed the semester or year.

At the completion of the semester or year the Employee will complete the form Application for Reimbursement of Tertiary and Further Education Fees and submit to the Manager for approval together with a copy of the results and receipts for the cost of the course. A Fringe Benefits Tax Declaration form must be completed and forwarded to payroll for processing.

Fees reimbursed to an Employee are charged to the Employee's business unit and, where applicable, FBT will be included on the Employee's payment summary.

### **28.10 Staff Commitment**

The Employee commits to remain with the Monash IVF Group for a period of no less than twelve months following completion of the year or semester in which financial assistance has been provided for tertiary and further education. Should the Employee resign prior to this time they will be required to reimburse the Employer the cost of the financial assistance. This can be undertaken by having the amount deducted from the final payment or, if this is insufficient, by payment to the Employer.

## **29. EXTERNAL CONFERENCES AND SHORT COURSES**

The Employer recognises and supports the need for all managerial and professional staff to remain abreast of contemporary standards, innovation and legislative change in their specific

area/s of expertise. To achieve this objective, in addition to any structured in-house training or specific training programs that have been identified and provided by the Employer, Employees may apply for approval to attend relevant external conferences and short courses.

Where a manager/professional Employee wishes to attend a professional development program, they must discuss the request with their Department Manager. Courses and conferences should satisfy at least one of the following criteria:

- Improve the Employee's technical expertise.
- Increase the Employee's professional network.
- Maintaining up-to-date knowledge regarding new trends, legislation acts or technology.

Where an external conference or short course has been approved, the Employer will provide the following assistance.

- Payment of travel costs to and from the conference/course venue
- Payment of meals and accommodation costs for the duration of the conference/course
- Payment of the Employee's normal salary for the duration of the conference/course
- Payment of conference/course registration fees

When claiming entertainment expenses, a Meals & Entertainment Expense form must be completed and submitted with the Expense Reimbursement form. This must be authorised by the Manager.

Expenses will be reimbursed only for 'reasonable' food and non-alcoholic beverages

### **30. FERTILITY SOCIETY OF AUSTRALIA (FSA) CONFERENCE (ANNUAL INDUSTRY EVENT)**

To enable more staff to attend this annual conference, the following expense reimbursement has been established:

- Conference attendance must be approved by the General Manager. Preference will be given to Employees who are presenting abstracts. Shared registrations have been an effective method of allowing more employees to participate in the conference.
- The General Manager in each state will coordinate, or nominate a person to coordinate, attendance and cost effective travel and accommodation.
- The Employer will only reimburse the early registration fee. The balance of a late registration fee is the responsibility of the Employee.
- Where Employees are required to travel from airports to venues, reasonable costs will be reimbursed. Shared transport, where possible is expected.
- Where conference meals are not provided the Employer will reimburse reasonable costs of meal expenses.

### **31. SHARING INFORMATION**

Within one month of completing a Company sponsored Conference or Short Course, the participating Employee shall complete an appropriate report on the main outcomes and lessons learned from the Conference for circulation to relevant colleagues throughout the Monash IVF Group. A copy of the completed report and details of the Conference are also to be placed upon the Employee's personal file

## **PART 6 – TERMINATION OF EMPLOYMENT**

### **32. NOTICE OF TERMINATION**

- (a) Notice of termination shall one (1) week within the first 6 months qualifying period of employment and thereafter four (4) weeks
- (b) The notice of termination required to be given by an Employee is the same as that required of an Employer except that, if the Employee is over forty five (45) years of age and has completed more than two (2) years of continuous service, then the Employer shall provide an additional week of notice to the Employee.
- (c) At its sole discretion, the Employer may make payment in lieu of notice for part or all of the notice period.
- (d) If an Employee fails to give the required notice, the Employer may with the authorisation of the Employee, withhold from any monies due to the Employee on termination, an amount not exceeding one (1) week of pay.
- (e) Job search entitlement; where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- (f) The notice of termination requirements do not apply:
  - in the case of dismissal for serious misconduct
  - to Employees engaged for a fixed term
  - to Employees engaged for specific tasks, and
  - to casual Employees.
- (g) Monash IVF shall inform an Employee who seeks to provide notice of the consequence of providing less than the notice required in 31(d) and provide that Employee with an opportunity to provide the required notice.

### **33. REDUNDANCY**

- (a) Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.
- (b) Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.
- (c) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. In this circumstance, the Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment with the Employer until the expiry of the

notice period, but will not be not entitled to payment instead of notice.

- (d) An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day of time off without loss of pay during each week of notice for the purpose of seeking other employment. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee 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.

### 34. SEVERANCE PAY

#### 34.1 Severance Payments

An Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of the period of continuous service, in addition to the period of notice that may be worked or paid in lieu at the Employer's discretion.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks of pay *
2 years and less than 3 years	6 weeks of pay
3 years and less than 4 years	7 weeks of pay
4 years and less than 5 years	8 weeks of pay
5 years and less than 6 years	10 weeks of pay
6 years and less than 7 years	11 weeks of pay
7 years and less than 8 years	13 weeks of pay
8 years and less than 9 years	14 weeks of pay
9 years and over	16 weeks of pay
An employee over 45 years of age	One additional week of pay

*\* weeks of pay means the ordinary time rate of pay for the Employee concerned at his or her contracted hours.*

## **34.2 Alternative employment**

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

# **PART 7 – CONSULTATION AND DISPUTE RESOLUTION PROCEDURE**

## **35. CONSULTATION**

### **35.1 Consultation regarding major workplace change**

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, if any.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (c) The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in this clause, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and / or their representatives in relation to the changes.
- (d) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in this clause.
- (e) For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

### **35.2 Consultation about changes to rosters or hours of work**

- (a) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Employer must:
  - i. provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - ii. invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

- iii. give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

### **36. DEALING WITH DISPUTES**

- (a) If a dispute relates to:
  - a matter arising under the Agreement or
  - the National Employment Standards

then this term sets out procedures to settle the dispute.
- (b) An Employee who is a party to the dispute may appoint as their representative another person, organisation or association which may include an ANMF 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 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:
    - arbitrate the dispute; and
    - make a determination that is binding on the parties

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

above.

## **PART 8 – GENERAL**

### **37. PROPERTY OF THE COMPANY**

- (a) Employees are required to take all reasonable care in the use of Company property and to protect any Company property in their care.
- (b) On termination of employment or upon request to do so, Employees must return in good condition (subject to fair wear and tear) any property in their possession belonging to the Employer.

### **38. CONFIDENTIAL INFORMATION**

The Employer may require the Employee to make and agree to a confidentiality and privacy declaration.

### **39. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

The Employee:

- (a) assigns to the Employer all existing and future copyright, industrial, research and intellectual property developed in course of employment, or for use by the organisation and that such property copyright, industrial, research and intellectual property remains the exclusive property of the organisation whilst employed and upon termination of employment.
- (b) Such intellectual property includes all copyright, industrial and intellectual property rights of whatever nature, including all rights relating but not restricted to written work, inventions, processes, formulae, registered and unregistered trade marks, registered designs, confidential information and all other results from intellectual activity in the industrial, scientific and literary fields; and
- (c) acknowledges that by virtue of this paragraph all such rights are vested in the Employer and, on their creation, all such future rights will vest in the Employer.

### **40. CONFLICT OF INTEREST**

- (a) The Employee may not accept external appointments; engage in outside employment or in the conduct of a business, trade or profession with a business that competes with Monash IVF, without the written authority of the Employer. In considering any request to engage in outside employment, the Employer will principally be concerned to establish whether such outside employment would interfere with the proper performance of official duties and whether it would give rise to a conflict of interest between the personal interests of the Employee and the duty owed to the Employer.
- (b) he Employee agrees with the Employer that, without the prior written consent of the Employer, the Employee will not, whether directly or indirectly, for the period of the employment by the Employer carry on or be financially or otherwise interested or engaged in or concerned with, whether solely or jointly with or as partner, associate, agent, unit holder, or be or become engaged in or concerned with, in any capacity, any business which deals with or is likely to deal with, or which is or is likely to be during the period of employment in competition to any extent with the business of the Employer.



## 41. FLEXIBILITY

- (a) An Employer and Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- i. the Agreement deals with 1 or more of the following matters:
    - arrangements about when work is performed;
    - overtime rates;
    - penalty rates;
    - allowances;
    - leave loading; and
  - ii. the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - iii. the arrangement is genuinely agreed to by the Employer and Employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
- i. are about permitted matters under section 172 of the Fair Work Act 2009; and
  - ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - iii. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
- i. is in writing; and
  - ii. includes the name of the Employer and Employee; and
  - iii. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - iv. includes details of:
    - the terms of the Enterprise Agreement that will be varied by the arrangement; and
    - how the arrangement will vary the effect of the terms; and
    - how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - v. states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
- i. by giving no more than 28 days written notice to the other party to the arrangement; or
  - ii. if the Employer and Employee agree in writing, at any time.


**42. SIGNATURE PAGE**

Dated this 28 day of DECEMBER, 2018.

**Signed on behalf of Monash IVF Group**

Name (Print): Peggy North

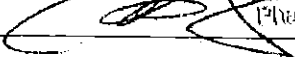
Address: 2 Parklink Place.  
Ringwood North.

Authority to Sign:   
CHIEF PEOPLE and CULTURE OFFICER,  
LEVEL 1, 21-31 GOODWOOD STREET, RICHMOND,  
VIC.

**Witness:**

Name (Print): PETER NUYEN


Address: North Ringwood Specialty Pharmacy  
Prop: Paul Lal  
198 Warrandyte Road  
Ringwood North VIC 3134  
Ph: 9876 2948 Fax: 9876 2764  
Pharmacy Approval No: 231821

Authority to Sign: 

**Nominated Representative:**

Name (Print): Lori-Anne Sharp


Address: c/o Level 1 / 365 Queen  
Street Melbourne

Authority to Sign:   
Assistant Federal Secretary,  
Australian Nursing and Midwifery  
Federation (ANMF)

**Witness:**

Name (Print): Debbie Richards

Address: c/o Level 1, 365 Queen St, Melbourne

Authority to Sign:   
Federal Industrial Research Officer  
Australian Nursing and Midwifery Federation  
Level 1, 365 Queen St, Melbourne Vic.

## SCHEDULE A – WAGES AND CLASSIFICATIONS

### Registered Nurses (RN)

Registered Nurse (Hourly)	Increase on or after first full pay period after day of declaration of a positive vote on this Agreement	Increase on or after first full pay period after 1/7/2019	Increase on or after first full pay period after 1/7/2020	Increase on or after first full pay period after 1/7/2021
	\$	\$	\$	\$
<b>Increase</b>	<b>5%</b>	<b>2.75%</b>	<b>2.75%</b>	<b>3%</b>
Grade 1 Level 1	\$40.37	\$41.48	\$42.62	\$43.90
Grade 1 Level 2	\$42.08	\$43.24	\$44.43	\$45.76
Grade 2	\$44.88	\$46.11	\$47.38	\$48.80
Grade 3	\$47.16	\$48.45	\$49.78	\$51.28
Grade 4	\$49.41	\$50.77	\$52.17	\$53.73
Grade 5 Level 1	\$50.84	\$52.24	\$53.68	\$55.29
Grade 5 Level 2	\$53.21	\$54.68	\$56.18	\$57.87
Grade 6	\$54.54	\$56.04	\$57.58	\$59.31

#### **Grade 1 Level 1**

A Nurse Grade 1 Level 1 is a newly appointed Registered Nurse who commences in the role and although qualified requires training in the specifics of the role. An employee at this level performs their duties according to their level of competence and under the direct guidance of, or with general access to, a more competent nurse. Upon satisfactory completion of one year (pro rata 1786 hours part-time) then automatic progression to Grade 1 Level 2 will occur. To progress, a nurse will: understand the fundamentals of Assisted Reproduction Techniques (ART); and have demonstrated competency in:

- using Monash IVF systems, and
- managing standard patient cycles.

#### **Grade 1 Level 2**

A Nurse Grade 1 Level 2 will be consolidated in the role until they can consistently reach the standard of Grade 2. It is expected that full-time staff will progress to Grade 2 after one year (pro rata 1786 hours part-time) at this level following performance appraisal. To progress, a nurse will:

- have a thorough understanding of ART and Monash IVF treatment protocols
- have a sound knowledge of legislation relevant to their field and scope of practice
- be aware of and comply with standards of practice that relate to their specific area
- confidently provide clear and unambiguous information and test results to patients seeking advice when required
- manage a patient load
- coordinate patient advice or treatment programs effectively and efficiently
- establish and maintain clear communications and good working relationships with doctors and other Monash IVF staff, and

- maintain accurate patient records.

## **Grade 2**

A Nurse Grade 2 is fully competent in the role, and is able to:

- work with minimal supervision
- manage the average case-load for the clinic
- and may manage donor cycles

At this level a nurse may undertake training and develop skills in areas such as complex cases, surrogacy and specialist portfolios.

Movement beyond this level is not automatic but upon appointment following performance appraisal.

## **Grade 3**

A Nurse Grade 3 is able to demonstrate full competency in all of the following:

- consistently manage at least the average case-load for the clinic
- work without direct supervision
- manage complex donor cycles and surrogacy
- provide orientation, education, training and support to less experienced staff, and
- capability to undertake specialist duties, such as:
  - present and participate in information nights and seminars
  - perform ultrasound scans, or
  - conduct in service or journal reviews to peers or other departments.

## **Grade 4**

A nurse may be appointed to Nurse Grade 4 after a selection process. In addition to the competencies defined in Grade 3, at this level a nurse accepts additional responsibility, such as:

- a specialist portfolio
- deputising as Team Leader when required
- running satellite clinics, or
- undertaking and presenting research at an external conference.

## **Grade 5 Nurse Team Leader Level 1**

A nurse may be appointed to Nurse Team Leader Grade 5 Level 1 after a selection process. In addition to the Grade 3 Nurse expectations, a Grade 5 Nurse Team Leader Level 1 is responsible for the service delivery at a particular clinic and is accountable for:

- the communication of daily work priorities to team members
- trouble shooting and resolving day to day business operational issues
- staff rostering, leave management and the authorization of time sheets
- In collaboration with clinic management, the Team Leader may support:
  - controlling consumable costs
  - the maintenance of equipment and the readiness of facilities
  - the accreditation of the facility
  - implementation of approved new and varied protocols, or
  - the quality management system and quality assurance.

## **Grade 5 Nurse Team Leader Level 2**

A nurse may be appointed to Nurse Team Leader Grade 5 Level 2 after a selection process. In addition to the Grade 5 Level 1 Nurse Team Leader competencies, a Grade 5 Level 2 Nurse Team Leader will lead a team of six or more full-time equivalent staff.

#### **Grade 6 Clinic Team Leader**

A Grade 6 Clinic Team Leader, in addition to the competencies defined in Grade 5, may be accountable for:

- the development of reporting staff
- cost controls
- timely reporting
- the maintenance of equipment and the readiness of facilities
- the accreditation of the facility
- implementation of approved new and varied protocols
- the quality management system and quality assurance
- staff competency, and
- in collaboration with executive management
  - operational budgets
  - service agreements and relationships with external suppliers
  - capital expenditure

## Enrolled Nurses

Enrolled Nurse (Hourly)	Increase on or after first full pay period after day of declaration of a positive vote on this Agreement \$	Increase on or after first full pay period after 1/7/2019 \$	Increase on or after first full pay period after 1/7/2020 \$	Increase on or after first full pay period after 1/7/2021 \$
Increase	5%	2.75%	2.75%	3%
Grade 1	\$29.16	\$29.96	\$30.78	\$31.71
Grade 2	\$30.04	\$30.87	\$31.72	\$32.67
Grade 3	\$33.80	\$34.73	\$35.68	\$36.76
Grade 4	\$38.20	\$39.25	\$40.33	\$41.54

### EN Grade 1

A medication endorsed registered Enrolled Nurse employed to undertake support tasks under direct supervision of a RN.

### EN Grade 2:

A medication endorsed registered Enrolled Nurse who has undertaken training and has gained qualifications and competency in support tasks, for example, phlebotomy. At this level the EN will have demonstrated competency in using Monash IVF Group systems.

### EN Grade 3

An EN Grade 3, in addition to Grade 2 competencies, has a minimum of 3 years full time (pro rata 1786 hours per year part-time) experience in an IVF setting and has undertaken training and acquired skills, knowledge and competency in delivering assisted reproduction technologies under supervision of an RN.

### EN Grade 4

An EN Grade 4, in addition to Grade 2 competencies, has a minimum of 5 years full time (pro rata 1786 hours per year part-time) experience in an IVF setting and has undertaken training and acquired skills, knowledge and competency in delivering assisted reproduction technologies under supervision of an RN.