

IVF AUSTRALIA PTY LTD

(which includes City West Specialist Day Hospital, Alexandria Specialist Day Hospital and North Shore Specialist Day Hospital)

SUPPORT SERVICES ENTERPRISE AGREEMENT

2020

ENTERPRISE AGREEMENT

PART 1 – APPLICATION AND OPERATION

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be called *IVF Australia Pty Ltd Support Services Enterprise Agreement 2020* ('the **Agreement**').

3. COVERAGE

(i) This Agreement shall cover:

(a) IVF Australia Pty Ltd ('the **Employer**') as per Schedule 3; and

(b) Support services employees of the Employer as classified in Schedule 1 of this Agreement ('the **Employees**').

(ii) This Agreement is made under section 172 of the Fair Work Act 2009 ('the **Act**'). The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

(iii) The Employer will formally advise the Health Services Union New South Wales (**HSU**) when the Agreement is made in order for the HSU to apply under section 183 of the Act to be covered by the Agreement.

(iv) It is the intention of this Agreement that the HSU will be covered by this Agreement.

(v) Scope of the Agreement

This Agreement contains all the terms and conditions of employment for Employees covered by the Agreement and shall apply to all Employees employed pursuant to the classifications listed in Schedule 1 employed by the Employer.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the Agreement is approved by Fair Work Commission (**FWC**) and shall remain in force until three years after it is approved by the FWC and thereafter in accordance with the *Fair Work Act 2009*.

The parties to the Agreement agree that discussions shall commence for a new

agreement no later than six months prior to the expiry date of the Agreement.

5. POSTING 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.

6. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards (“**NES**”) are provided for under the Act. 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 and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

7. DEFINITIONS

For the purposes of this Agreement:

- (i) “**FWC**” shall mean Fair Work Commission or its successor.
- (ii) “**Employee**” means a person employed by the Employer in a classification defined in Schedule 1 of this Agreement.
- (iii) “**Employer**” shall mean the entities set out at Schedule 3 of the Agreement.
- (iv) “**Union**” shall mean the Health Services Union NSW Branch.
- (v) “**Act**” means the *Fair Work Act 2009* (Cth), as amended.
- (vi) “**NES**” means the National Employment Standards, as contained in sections 59 to 131 of the Act.
- (vii) “**immediate family**” of an Employee means:
 - (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

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- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - (c) **spouse** includes a former spouse.
 - (d) **de facto partner** of an Employee:
 - (1) 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
 - (2) includes a former de facto partner of the Employee.
 - (viii) **“Ordinary rate of pay”** means the rate of pay set out in Appendix 1 as applicable to an Employee, as adjusted in accordance with clause 15, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.
 - (ix) **“Day Worker”** means an Employee who works his or her ordinary hours of work between 6.00am and 6.00pm, Monday to Friday.
 - (x) **“Shift Worker”** means an Employee who is regularly rostered to work their hours outside the ordinary hours of a Day Worker (as defined). This definition of ‘Shift Worker’ is not the definition of shiftworker for the purposes of the additional week of annual leave.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

8. CONSULTATION REGARDING CHANGE

- (i) This term applies if the Employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (ii) The Employer must consult the Employees to whom the agreement applies about:
 - (a) a major workplace change that is likely to have a significant effect on the Employees; or
 - (b) a change to their regular roster or ordinary hours of work.

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- (iii) The relevant Employees may appoint a representative for the purposes of the procedures in this term.

 - (iv) If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
the Employer must recognise the representative.

 - (v) As soon as practicable after making its decision, the Employer must
 - (a) 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
 - (b) 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.
 - (c) Subject to (v)(a) and (b), for a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
 - (1) to provide information to the Employees about the change; and
 - (2) to invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the Employees about the impact of the change.
 - (d) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
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- (vi) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
 - (vii) If a term in the enterprise 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 subclauses (ii)(b), (iii) and (v) are taken not to apply.
 - (viii) In this term, a major change is **likely to have a significant effect on Employees** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs.
 - (ix) In this term, **relevant Employees** means the Employees who may be affected by the major change.

9. DISPUTE RESOLUTION PROCEDURE

- (i) In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (ii) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- (iii) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (iv) It is a term of this Agreement that while the dispute resolution procedure is being

conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

10. PART TIME EMPLOYMENT

- (i) A part-time Employee is an Employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work. Where the Employee is employed on a part-time basis he or she shall be paid the appropriate ordinary rate of pay prescribed for the classification in which they are employed.
- (ii) The provisions of this Agreement in respect to annual leave, personal/carer's leave and public holidays or any form of paid leave shall apply on a pro rata basis to part-time Employees.
- (iii) Before commencing employment, the Employer and Employee will agree in writing on:
 - (a) the span of hours that the Employee may be rostered within a fortnight. This span of hours shall include which shifts the Employee may be rostered to work; and
 - (b) the days of the week the Employee may be rostered to work within a fortnight; and
 - (c) the agreed minimum number of contracted hours to be worked per fortnight.
- (iv) The minimum engagement period for a permanent part time Employee is three hours, except for mandatory in-service training (referred to in Clause 32).
- (v) At the request of a part-time Employee in writing, the hours worked by the Employee will be reviewed every 26 weeks. Where the Employee is regularly working more than their specified contract hours then such contract hours shall, if agreed by the Employer, be adjusted by the Employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment.
 - (a) if the increase in hours is as a direct result of an Employee being

absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and

- (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident.
- (c) Any adjusted contracted hours resulting from a review identified in this sub clause should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace. Any application made by a part-time Employee under this subclause will not be unreasonably refused.

11. CASUAL EMPLOYMENT

- (i) A casual Employee means an Employee who is engaged and paid by the hour.
- (ii) A casual Employee working ordinary hours shall be paid the ordinary rate of pay plus a casual loading of 25%.
- (iii) Casual Conversion
 - (a) A casual Employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment:
 - (1) on a full time contract where the Employee has worked on a full time basis throughout the preceding 6-month period of casual employment; or
 - (2) on a permanent part time contract where the Employee has worked on a permanent part time basis throughout the preceding 6-month period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the Employer and the Employee.

(b) The Employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request. Reasonable grounds for refusing the request will include but will not be limited to:

- (1) it would be a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time employee or part-time employee in accordance with this Agreement;
- (2) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
- (3) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
- (4) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the dates and/or hours during which the employee is available to work.

(c) Casual conversions will not apply where a casual Employee covered absences of permanent staff that are expected to return to work.

(iv) The minimum engagement period for a casual Employee is three hours except for mandatory in service training (referred to in clause 32).

12. TERMINATION OF EMPLOYMENT

(i) Notice of termination by the Employer

(a) In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice.

Period of continuous service

Period of notice

Up to the completion of 3 years	2 weeks
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Over 3 years and up to the completion of 5 years	3 weeks
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Over 5 years	4 weeks
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- (b) In addition to the notice in subclause (i)(a) above, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in (i)(a) and/or (i)(b) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (1) the Employee's ordinary hours of work (even if not standard hours);
and
 - (2) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties;
and
 - (3) any other amounts payable under the Employee's contract of employment
- (e) The period of notice in this clause does not apply:
- (1) in the case of dismissal for serious misconduct;

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- (2) to Employees engaged for a specific period of time or for a specific task or tasks;
 - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (4) to casual Employees.
- (f) Continuity of service shall be calculated in the manner prescribed under s.22 of the Act.
- (ii) Notice of termination by Employee
- (a) The notice of termination required to be given by an Employee shall be the same as that required of an Employer (unless agreed otherwise between the Employer and Employee) save and except that there shall be no additional notice based on the age of the Employee concerned.
 - (b) If an Employee fails to give the notice specified in (ii)(a) the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under (ii)(a) subject to the requirements of Section 324 (1) (b) of the Act.

(iii) Job search entitlement

Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

13. REDUNDANCY

- (i) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer, the Employer shall consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

- (ii) Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rate of pay for the number of weeks' notice still owing.

Severance pay

- (iii) An Employee whose employment is terminated by reason of redundancy shall be paid the following amount of severance pay in respect of a period of continuous service.

- (1) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an Employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks

4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

Definitions

- (iv) "Week's pay" means the all-purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-Agreement payments, shift penalties and uniform and laundry allowances paid in accordance with the Agreement.

Employee Leaving During Notice Period

- (v) An Employee whose employment is terminated by reason of redundancy may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- (vi) Where the Employer offers the Employee acceptable alternative employment no severance payment is payable, subject to an order of the FWC.

Time off Period of Notice

- (vii) During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (viii) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (ix) For this purpose a statutory declaration will be sufficient.

Employees with Less Than One Year's Continuous Service

- (x) This clause does not apply to Employees with less than one year's continuous service.

Employees Exempted

- (xi) This clause shall not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

14. TRANSFER OF BUSINESS

Transfer of business shall be in accordance with the provisions of the Act, as amended from time to time. In the case of a transferring employee (as defined under the Act), where the Employer recognises continuity of service of the transferring employee, the Employer shall assume liability for accrued annual leave and severance pay on redundancy pursuant to this Agreement based on the Employee's length of service in accordance with the provisions of the Act.

A qualifying or probationary period, however titled, shall not apply to a transferring employee.

PART 4 – WAGES AND ALLOWANCES

15. WAGES

- (i) Rates of pay as increased by this Agreement are set out in Appendix 1, and the wage increases are as follows:-
 - (a) 1.8% from the first full pay period on or after 1 November 2020;
 - (b) 1.8% from the first full pay period on or after 1 November 2021; and
 - (c) 1.8% from the first full pay period on or after 1 November 2022.

- (ii) The Employer will pay employees a one-off payment equal to 1% of an employee's base rate earnings between the period 1 January 2020 to 31 December 2020

(Earnings Period) less applicable taxation on approval of this Agreement by the Fair Work Commission. An employee must have been employed during the Earnings Period and remain employed at the time this Agreement is approved by the Fair Work Commission to receive the payment. An employee's base rate earnings will only include their base rate but does not include superannuation, allowances, penalty rates, overtime or any other payment earned during the earnings period.

- (iii) The wage increases referred to in subclause (i) of this Clause shall be absorbed into any payment of wages made to the Employee beyond the minimum rates contained within this Agreement.
- (iv) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate that would have otherwise applied to the Employee if the Agreement did not apply. In such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- (v) Employees shall progress through the relevant yearly increments within a Level annually or, in the case of a part-time or casual Employee, must complete 1824 hours (exclusive of periods of paid leave) prior to progression to the next relevant increment within a Level. Where an Employee, including a full-time Employee, has within an incremental accrual period taken a period of unpaid leave, such Employee must attain the minimum of 1824 hours of service at that increment prior to progression to the next yearly increment within the relevant Level.

16. JUNIOR RATES (ADMINISTRATIVE STAFF)

A junior Administration Employee will be entitled to the ordinary rates of pay prescribed for the Administration Level 1 Year 1 rate, multiplied by the following percentage:

Age	% of Administrative Level 1 Year 1 rate
Under 17 years	50
17 years	60
18 years	70
19 years	80
20 years	90

17. PAYMENT OF SALARY

- (i) Payment of Wages will be electronically transferred to the Employee's nominated financial institution account by no later than Wednesday following the end of the fortnightly pay period. When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee no later than 7 days after the day on which the Employee's employment terminates.
- (ii) If a public holiday falls on a normal payroll processing day, the Employer shall make payment on the working day proceeding the public holiday.

18. SUPERANNUATION

- (i) 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.
- (ii) "The Fund" for the purpose of this Agreement shall mean:
 - (a) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
 - (b) Aware Super; or
 - (c) any other complying superannuation fund nominated by the Employee and approved by the Employer.
- (iii) In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employee the Employer must commence making

contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.

- (iv) Superannuation fund payments will be made in accordance with trust fund deeds and applicable legislation.
- (v) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.
- (vi) Upon commencement of employment, the Employer shall provide each Employee with membership form for their preferred fund and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the Employee had not completed an application form within 28 days, the Employer shall forward contributions and Employee details to HESTA ("Default Fund"). The Default Fund offers a MySuper Product.

19. SALARY SACRIFICE PROCEDURE (SUPERANNUATION ONLY)

- (i) Permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the Employer and the Employee. The Employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- (ii) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (iii) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- (iv) The Employer recognises the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary sacrifice arrangements.
- (v) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary sacrifice contribution arrangement will be

terminated or amended to comply with such laws.

- (vi) Unless otherwise agreed by the Employer, an Employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

20. HIGHER DUTIES ALLOWANCE

An Employee who is authorised to assume the duties of another Employee on a higher classification under the Agreement for a period of five 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 in this Agreement applying to the Employee so relieved.

21. CLOTHING/UNIFORMS

- (i) Sufficient suitable uniforms shall be supplied, free of cost, to each Employee required by the Employer to wear them.
- (ii) An Employee, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- (iii) Uniforms remain the property of the Employer, except for those purchased by the Employee, and must be returned in good condition, considering reasonable wear and tear, on termination of employment or in the event of the issue of a new uniform.
- (iv) Employees who are designated to work in an area requiring specialist dress requirements (e.g. Operating Suite), will be provided with a uniform in compliance with the needs of their position and such uniform shall be laundered by or at the expense of the Employer. Where the uniform is not laundered by the Employer an allowance of \$0.32 cents per shift will be paid up to a maximum of \$1.49 per week.

22. VEHICLE ALLOWANCE

An Employee who is required and authorised by his/her Employer to use their own car for the performance of his/her duties will be paid a travel allowance of 78 cents per kilometre.

23. OVERTIME MEAL ALLOWANCE

An Employee required to work approved overtime for more than one and a half hours after his/her usual ceasing time of duty shall be supplied with a meal, free of cost, or if this is not possible the Employee shall be paid the meal allowance prescribed in Appendix 1.

PART 5 – HOURS OF WORK AND RELATED MATTERS

24. HOURS OF WORK

- (i) The ordinary hours of work for a Day Worker will be worked between 6.00am and 6.00pm Monday to Friday.
- (ii) The ordinary hours of duty for Employees shall not be more than 10 hours (exclusive of meal breaks) in a day, or 12 hours (exclusive of meal breaks) in a day if rostered for a 12 hour shift in accordance with Schedule 2, or 76 hours in a fortnight.
- (iii) For all ordinary hours worked on a Saturday (i.e. between midnight Friday and midnight Saturday) up to 10 hours, full-time and part-time Employees will be paid time and a half the ordinary rate of pay. For casual Employees, they will be paid a loading of 75% of the ordinary rate of pay (in lieu of the casual loading) for all ordinary hours worked on a Saturday.
- (iv) For all ordinary hours worked on a Sunday (i.e. between midnight Saturday and midnight Sunday) up to 10 hours, full-time and part-time Employees will be paid time and three quarters the ordinary rate of pay. For casual Employees, they will be paid a loading of 75% of the ordinary rate of pay (in lieu of the casual loading) for all ordinary hours worked on a Sunday.

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- (v) The weekend penalty rates prescribed in subclauses (iii) and (iv) above shall be in substitution for and not cumulative upon the shiftwork penalties in clause 27.

25. OVERTIME

- (i) Subject to subclauses (a) and (b) below(ii), an Employer may require an Employee to work reasonable overtime at overtime rates or as otherwise provided for under this Agreement:

- (a) An Employee may refuse to work overtime in circumstances where working of such overtime would result in the Employee's working hours which are unreasonable.

- (b) For the purpose of this subclause, what is reasonable or unreasonable will be determined having regard to:

- (1) any risk to the Employee's health and safety;

- (2) the Employee's personal circumstances including any family or carer responsibilities;

- (3) the needs of the workplace or enterprise;

- (4) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and

- (5) any other relevant matter.

- (ii) Overtime must be approved by the Employer (relevant Manager) before it occurs. Only approved overtime shall be paid for, and in such circumstances the overtime rates set out in subclause (vi) below will apply.

- (iii) Full-time Employees:

- (a) Subject to subclause (ii) above, the overtime rates set out in subclause 25(vi) below will apply where a full-time Employee works

- (1) Outside the span of hours of 6:00am to 6:00pm Monday to Friday;

- (2) In excess of 10 hours in a shift (unless rostered for a 12 hour shift);

- (3) In excess of 12 hours, where rostered for a 12 hour shift; or

- (4) In excess of 76 hours per fortnight.

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- (iv) Part-time Employees:
- (a) Subject to subclause (ii) above, the overtime rates set out in subclause 25(vi) below will apply where a part-time Employee works:
- (1) Outside the span of hours of 6:00am to 6:00pm Monday to Friday
 - (2) In excess of their rostered ordinary hours, except where the additional hours worked are by agreement as set out in subclause (iv)(b) below;
 - (3) In excess of 10 hours in a shift (unless rostered for a 12-hour shift);
 - (4) In excess of 12 hours, where rostered for a 12-hour shift; or
 - (5) In excess of 76 hours in a fortnight.
- (b) A part time employee may agree to work in excess of their rostered ordinary hours (e.g. unrostered shifts or extra hours above and beyond their guaranteed minimum hours) (**Agreed Additional Hours**). Any Agreed Additional Hours will be paid at the ordinary rate of pay, provided that all Agreed Additional Hours worked by a part-time Employee which exceeds 10 hours per day, or 12 hours in a shift (if rostered for a 12 hour shift), or 76 hours per fortnight, will be paid at the overtime rates set out in subclause (25(vi) below.
- (v) Casual Employees:
- (a) Subject to subclause (ii) above, the overtime rates set out in subclause 25(vi) below will apply where a casual Employee is required by the Employer to work:
- (1) Outside the span of hours of 6:00am to 6:00pm Monday to Friday;
 - (2) in excess of 12 hours in a shift; or
 - (3) In excess of 76 hours in a fortnight.
- (vi) Approved overtime worked by an Employee in accordance with subclauses (ii)-(v) above will be paid at the following rates, calculated on the ordinary rate of pay (and in lieu of the casual loading for casual Employees):
- (a) Monday to Friday: time and a half for the first two hours and double time thereafter;
 - (b) Saturday: time and a half for the first two hours and double time thereafter, provided that approved time worked in excess of 10 hours will be paid at double time;
 - (c) Sunday: time and three quarters for the first two hours and double time thereafter, provided that approved time worked in excess of 10 hours will

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- be paid at double time; and
- (d) Public Holidays: double time and a half the ordinary rate of pay.
- (vii) The overtime penalty rates in subclause 25(vi) are in substitution for and not cumulative upon the weekend, public holiday and shift penalties described in this Agreement. For the purposes of calculating overtime, each day will stand alone.
- (viii) Time Off in Lieu of Payment of Overtime
- (a) An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 3 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
 - (c) If, having elected to take time off in lieu in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at the applicable overtime penalty rate when worked shall be made at the expiry of the 3 month period, or on termination of employment for whatever reason, or at the request of the Employee at any time (with payment to be made in the next pay period following the request).
 - (d) Where no election is made in accordance with the said paragraph (a), the Employee shall be paid overtime rates in accordance with this Agreement.
- (ix) Rest period after overtime
- (a) An Employee working approved overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.
 - (b) If, on the instruction of the Employer, an Employee resumes or continues to work without having had at least 10 consecutive hours off duty, they will be paid at the rate of double time the ordinary rate of pay until released from duty for such period. The Employee will then be entitled to be absent

until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

26. RECALL

An Employee authorised by the Employer to be recalled to work after hours will be paid at a rate of time and a half for the first two hours and double time thereafter. A recalled Employee will be paid a minimum of two hours pay for each engagement.

27. SHIFTWORK

(i) Clerical/ Administrative staff

Where the ordinary rostered hours of work of a shiftworker finish between 9.00pm and 8.00 am or commence between 9.00pm and 6.00 am, the Employee will be paid an additional loading of 15% of their ordinary rate of pay for all ordinary hours worked on that shift.

(ii) Theatre staff

(a) Shift Workers (Theatre staff) working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate of pay for such shift; provided that part time Employees shall only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

Afternoon shift commencing at 10.00am and before 1.00pm 10%
Afternoon shift commencing at 1.00pm and before 4.00pm 12.5%
Night shift commencing at 4.00pm and before 4.00am 15%
Night shift commencing at 4.00am and before 6.00am 10%. The additional loading will be paid for all ordinary hours worked on that shift.

(b) A casual Employee will be paid the shiftwork penalties in subclause (a) calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

Example: Where a casual Employee employed in a classification that has an ordinary rate of pay of \$20 per hour, works an afternoon shift which has a shift penalty is 10%, the casual Employee will be paid for each such hour as follows:

the ordinary rate of pay + (the ordinary rate of pay x 10% afternoon shift penalty) + (the ordinary rate of pay x 25% casual loading)
= \$20 + (\$20 x 10%) + (\$20 x 25%)
= \$20 ordinary rate of pay + \$2 afternoon shift penalty + \$5 casual loading
= \$27 per hour

(c) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6.00am and before 10.00am.

"Afternoon shift" means a shift which commences at or after 10.00am and before 4.00pm.

"Night shift" means a shift which commences at or after 4.00pm and before 6.00am on the day following.

(iii) The shiftwork penalties prescribed in this clause will not apply to shiftwork performed by any Employee on Saturday, Sunday or public holidays where the extra rates prescribed in clauses 24 (regarding Saturday and Sunday work) and clause 42 (regarding public holiday work) apply.

28. ROSTERING

The roster will set out Employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to Employees. A roster indicating the day of work will be available at least fourteen days before the commencement of the roster period. A roster indicating the starting and finishing times will be available at least 24 hours before the commencement of the roster period. Employees will be contacted regarding potential changes to posted shifts, with any changes by mutual agreement or with 48 hour's notice by the Employer.

29. MEAL AND REST BREAKS

- (i) Each Employee shall be allowed an unpaid break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
- (ii) Where practicable, Employees shall not be required to work more than 6 hours without a meal break. Provided that where practicable an Employee engaged to work for 6 hours or less in any one shift may with the prior approval of the Employer elect not to take a meal break as otherwise provided for by this subclause without penalty to the Employer. The term “where practicable” encompasses regard being paid to the service requirements and patient needs of the Employer. For Employees working a 12 hour roster the provisions for meal break are set out at Schedule 2.
- (iii) Two paid separate ten-minute rest intervals (in addition to meal breaks) shall be allowed to each Employee on duty during each ordinary shift of 7.6 to 10 hours and also 12-hour shifts. Subject to agreement between the Employer and the Employee, such paid rest intervals may alternatively be taken as one twenty-minute interval. Such paid rest interval(s) shall count as working time. An Employee working a shift of between four and 7.5 hours is entitled to one paid 10 minute rest interval.

30. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (i) An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;

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- (5) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- (ii) The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (iii) The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (1) the terms of the Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.

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- (iv) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (v) The Employer or Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

31. FLEXIBLE WORKING ARRANGEMENTS

The NES provides particular Employees with an entitlement to request a flexible working 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 available counter-proposals to the Employee in writing. Any agreed arrangement must be recorded in writing.

PART 6 – PROFESSIONAL DEVELOPMENT AND TRAINING

32. MANDATORY IN SERVICE EDUCATION AND TRAINING

- (a) All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every Employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, CPR, hand hygiene, manual handling training and infection control provided by the Employer in each twelve month period or as required.
- (b) Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be:
 - (i) the length of the training or one (1) hour whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the Employee is rostered.
 - (ii) the length of the training or two (2) hours whichever is the greater, where

the training has not been scheduled at the start or finish of a shift for which the Employee is rostered.

- (iii) In accordance with subclause (i) and (ii) above, the payment for such training time shall be at the Employee's ordinary rate of pay (together with the casual loading in the case of a casual Employee).

33. PROFESSIONAL DEVELOPMENT/CONFERENCE LEAVE

- (i) The Employer will support all Support Services Employees to attend seminars and conferences for the maintenance and development of knowledge and skills relevant to the Employee's employment with the Employer and their classification duties.
- (ii) Each full-time Employee (pro-rata for part-time Employees) will be entitled to access up to 5 days' paid professional development/conference leave per year to attend approved conferences/seminars. This leave is in addition to other leave entitlements in the Agreement. This leave is to be taken within each calendar year and is not cumulative.
- (iii) To access the benefits of this provision, it is the responsibility of the Employee to make an application for this leave. The application for this leave, nominating the preferred date(s) must be made in writing, providing a brief description of the nature of the professional development activity to be undertaken. The application will be made at least six weeks' prior to the requested date(s) and is subject to approval by the IVF Australia Operations Manager or Managing Director.
- (iv) Each application will be assessed on its merits in the context of the applicability of the conference/seminar, the number of other similar applications and the resources available to the Employer.

PART 7 – LEAVE AND PUBLIC HOLIDAYS

34. ANNUAL LEAVE

- (i) Period of annual leave
 - (a) For each year of service with the Employer, an Employee, other than a casual Employee, is entitled to 4 weeks' paid annual leave
 - (b) A "shiftworker" (as defined herein) will be entitled to one week's paid annual leave in addition to the leave prescribed in subclause (i)(a). For the purposes of this clause and the NES, a shiftworker is an Employee who:
 - (i) works for four or more ordinary hours on 10 or more weekends (being either a Saturday, Sunday or Public Holiday immediately adjacent to a Saturday or Sunday) during the year in which their annual leave accrues; and/or
 - (ii) is regularly rostered to work Sundays and public holidays..
 - (c) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
 - (c) If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday, the Employee is taken not to be on paid annual leave on that public holiday and the annual leave is re-credited.
- (ii) Taking a period of annual leave
 - (a) Paid annual leave may be taken at a time and for a period agreed between an Employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an Employee to take a period of annual leave in accordance with subclauses 18(vi) and 18(vii).
- (iii) Except as provided for in subclause (iv) and (v) of this clause, payment shall not be made nor accepted in lieu of annual leave.
- (iv) If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that

would have been payable to the Employee had the Employee taken that period of leave (including applicable annual leave loading).

(v) Pay in lieu of an amount of annual leave

(i) Upon receipt of a written request by an Employee, the Employer may authorise, in a separate written agreement with the Employee, for the Employee to receive pay in lieu of an amount of annual leave.

(1) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

(2) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including applicable annual leave loading.

(v) Employer Direction to Take Annual Leave- Close Down

The Employer may direct an Employee to take a period of accrued annual leave where the site or department is closed, experiences periods of low activity and/or downtime (e.g. Christmas, New Year).

Where a site or department is closing and an Employee who is directed to take annual leave does not have a sufficient entitlement of accrued paid annual leave to cover the close down period, the Employee may take any accrued time off in lieu and/or leave without pay to cover the balance of this period. The Employer will consider requests from Employees for re-deployment wherever possible.

The Employer will consult with the Employee regarding the taking of accrued annual leave and/or accrued time off in lieu and/or leave without pay during this period. When a mutual agreement cannot be reached, the Employer may direct the Employee to take leave provided the Employee is given at least 1 month's' notice in writing from the date upon which the leave is to commence.

Notwithstanding the provisions at Clause 18(ii), the provisions set out for the Close Down

in this clause 18(vi) will apply.

(vii) Employer Direction to Take Annual Leave - Excessive Annual Leave Accrual

- (i) Where an Employee has accrued more than 8 weeks' paid annual leave (10 weeks in the case of a shiftworker), the Employer may be directed the Employee to take annual leave at a time fixed by the Employer after not less than eight weeks' and not more than 12 months' notice to the Employee, provided:
- (1) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
 - (2) the Employer will not unreasonably refuse to agree to an Employee's leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
 - (3) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than six weeks.

35. ANNUAL LEAVE LOADING

- (i) For any annual leave accrued from the first pay period on or after:
- (a) 15 July 2011, for Employees employed by IVF Australia Pty Ltd and North Shore Specialist Day Hospital Pty Ltd;
 - (b) 16 October 2013, for Employees employed by Alexandria Specialist Day Hospital Pty Ltd;
 - (c) 21 December 2011, for Employees employed by The Trustee for City West Day Surgery Unit Trust;
- leave loading is payable in accordance with subclause (ii).

Leave loading is in addition to the pay for the period of paid annual leave taken by an Employee.

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- (ii) In addition to their ordinary pay, an Employee, other than a Shift Worker (as defined in clause 7), will be paid an annual leave loading of 17.5% of the Employee's ordinary pay.
 - (iii) Shift Workers, in addition to their ordinary pay, will be paid the higher of:
 - (a) an annual leave loading of 17.5% of their ordinary rate of pay; or
 - (b) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
 - (iv) "Ordinary pay" for the purposes of this clause means remuneration for the Employee's ordinary hours of work in the period over which paid annual leave is taken, calculated at the ordinary rate of pay.

36. LONG SERVICE LEAVE

An Employee's entitlement to long service leave shall be in accordance with the *Long Service Leave Act 1955 (NSW)* (the **LSL Act**), as amended.

Entitlement under the LSL Act:

- (b) After 10 years service – 2 months;
- (c) For each 5 years following last entitlement to LSL – 1 month;
- (d) On termination after 15 years – proportionate amount based on 2 months for 10 years for the period since last entitlement;
- (e) After 10 but less than 15 years' service and where employment ceases for any reason – proportionate amount based on 3 months for 15 years;
- (f) After 5 years and in the event of termination by Employer for reasons other than misconduct; or by the worker on account of "illness, incapacity or domestic or other pressing necessity"; or by the death of the worker – proportionate amount based on 2 months for 10 years.

37. PERSONAL/CARER'S LEAVE

(i) Amount of paid personal/carer's leave

An Employee, other than a casual Employee, is entitled to accrue paid personal/carer's leave in accordance with the NES. Under the NES, an Employee's entitlement to paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

(ii) Paid personal/carer's leave will be available to an Employee, when they are absent:

(a) due to personal illness or injury; or

(b) for the purposes of providing care or support for an immediate family or household member who is ill or injured and requires care or support or who requires care or support due to an unexpected emergency.

(d) Immediate Family for the purposes of this Clause is defined in Clause 7 of this Agreement.

(iii) Personal leave for personal injury or sickness

(a) An Employee is entitled to use the full amount of their accrued personal leave entitlement when they are absent due to personal illness or injury. Provided that such absence, of two or more consecutive days or in circumstances the Employer deems appropriate, is certified by production of a medical certificate from a qualified registered health practitioner or, where this is not reasonably practicable, is evidenced by the production of a statutory declaration within 24 hours of the commencement of such absence or, where this is not practicable, as soon as reasonably practicable. If Personal Leave is being taken before the rostered shift starts, notice must be given to their supervisor as soon as practical by telephone. Where it is not practicable for an Employee to provide notice in advance of his/her taking of personal leave in accordance with this subclause, the Employee must give notice of the taking of such leave as soon as is reasonably practicable

(b) A medical certificate will be required for all absences on account of sick leave prior, during and proceeding any period of annual leave. A medical

certificate, or other evidence satisfactory to the Employer, will be required for all absences on account of sick leave taken the day prior to and after public holidays/weekends.

- (c) Leave taken by an Employee under (iii)(a) is deducted from the amount of personal leave under (i).
- (iv) Cumulative personal leave
 - (a) An Employee is entitled to use accumulated personal leave in accordance with the NES.
- (v) Personal leave to provide care or support for immediate family or household members
 - (a) An Employee is entitled to use their accrued personal leave to provide care or support to a member of their immediate family or household who is ill or injured and require care or support or who requires care or support due to an unexpected emergency. Leave may be taken for part of a single day.
 - (c) Evidence supporting claim
 - (1) When taking leave to provide care or support for members of their immediate family or household who are ill or injured and require care or support, the Employee must, if required by the Employer, establish by production of a medical certificate, the relationship of the person to the Employee and that the illness/ injury is such as to require care or support by another.
 - (2) When taking leave to provide care or support for members of their immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by another.
 - (3) The Employee must, where practicable, give the Employer notice prior to the absence of the intention to take carer's leave, the name of the person requiring care or support and their relationship to the Employee, the reasons for taking such leave and the estimated

length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence, or as soon as is reasonably practicable where this is not possible.

(4) Each day or part of a day of personal leave taken in accordance with (v)(a) is to be deducted from the amount of personal leave provided in (i).

(5) An Employee is entitled to use their accumulated personal leave as paid personal leave to provide care or support for an immediate family or household member, in accordance with (iv), if the Employee has used the current year's personal leave entitlement.

(vi) Unpaid carer's leave

Where an Employee has exhausted all paid personal leave entitlements, he or she is entitled to take unpaid carer's leave to provide care or support for member of his or her immediate family or household who is ill or injured and require care or support, or who requires care or support due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee (including a casual Employee) is entitled to take up to two days of unpaid leave per occasion, provided the requirements of (v)(c) are met.

38. COMPASSIONATE LEAVE

(i) An Employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the Employee's immediate family, or a member of the Employee's household:

(a) contracts or develops a personal illness that poses a serious threat to his or her life; or

(b) sustains a personal injury that poses a serious threat to his or her life; or

(c) dies.

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- (ii) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (i); or
 - (b) after the death of the member of the Employee's immediate family or household referred to in subclause (i).
 - (iii) 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.
 - (iv) Where the Employee is involved in funeral arrangements, travelling interstate or overseas for a funeral etc., leave may be allowed for up to three days for each permissible occasion.
 - (v) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
 - (vi) If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
 - (vii) The Employee, if required by the Employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

39. PARENTAL LEAVE

- (i) Employees are entitled to parental leave in accordance with the provisions of the Act, as amended from time to time.
- (ii) Permanent Employees eligible for parental leave in accordance with subclause (i) shall be entitled to access one of the following forms of paid parental leave:

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- (a) 12 weeks' paid primary carer leave shall be given to any permanent Employee who qualifies for parental leave under the provisions of the Agreement and will be the child's primary carer at the time of the birth of the child or the placement of the child in the case of adoption; and
 - (b) 1 week's paid secondary carer leave shall be given to any permanent Employee who qualifies for parental leave under the provisions of the Agreement and will not be the child's primary carer at the time of the birth of the child or the placement of the child in the case of adoption.
- (iii) The 12 weeks' paid primary carer leave entitlement under subclause (ii)(a) will be paid on a normal fortnightly basis. On request from the Employee the 12 weeks' paid primary carer may be taken at the rate of half pay over a period of 24 weeks. Where the 12 weeks' paid primary carer leave is taken at half pay, an Employee with accrued annual and/or long service leave credits may request to take periods of annual leave and/or long service leave in combination with the period of paid primary carer leave at half pay to enable the Employee to remain on full pay for that period.
 - (ii) The amount of paid parental leave provided under subclause 39(ii) in this Agreement shall not be reduced in terms of its monetary value by the current 18 weeks' paid parental leave prescribed under the Paid Parental Leave Act 2010. For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the 18 weeks' paid parental leave paid at the Federal minimum wage.
 - (iii) In accordance with the provisions of s.73 of the Act, a pregnant Employee shall be entitled to work during the 6 week period before the estimated date of birth of the child, provided that if requested by the Employer, the Employee shall provide a statement from her medical practitioner to the effect that continuing employment until the date of birth is not a risk to the Employee or the unborn child.

In addition, the Employee may take all accrued annual leave prior to a return to work from maternity and adoption leave and partner leave

- (iv) Right to request

(a) An Employee entitled to parental leave pursuant to the provisions of Clause 39 may request the Employer to allow the Employee:

- (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
- (2) to return from a period of parental leave on a part-time basis while the child is of school age or younger;

to assist the Employee in reconciling work and parental responsibilities.

(b) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Such grounds might include but are not limited to:

- (1) that the new working arrangements requested by the Employee would be too costly for the Employer;
- (2) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
- (3) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (4) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- (5) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

(c) Employee's request and the Employer's decision to be in writing

The Employee's request and the Employer's decision made under

subclauses (iv)(a) and (b) must be recorded in writing

(d) Request to return to work part-time

Where an Employee wishes to make a request under subclause (iv)(a)(2), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

40. FAMILY VIOLENCE LEAVE

(i) This clause applies to all Employees, including casuals.

(ii) Definitions

(a) In this clause:

(1) **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.

(2) **family member** means:

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

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

(C) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

(D) A reference to spouse or de facto partner in the definition of family member in subclause (2) includes a former spouse or de facto partner.

(iii) Entitlement to leave

(a) A full-time and part-time Employee is entitled to 5 days' paid leave (5 days' unpaid leave for casual Employees) to deal with family and domestic violence as follows:

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- (1) the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - (2) the leave does not accumulate from year to year; and
 - (3) is available in full to part-time and casual Employees.
 - (b) 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.
 - (c) The Employer and Employee may agree that the Employee may take more than the leave provided in subclause (iii)(a) to deal with family and domestic violence.
- (iv) Taking Leave to deal with family and domestic violence
- (a) An Employee may take leave to deal with family and domestic violence if the Employee:
 - (1) is experiencing family and domestic violence; and
 - (2) 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.
 - (b) 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.
 - (c) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children, subject to the Employee producing to the Employer evidence that would satisfy a reasonable person establishing the reason for taking such leave (a statutory declaration will be satisfactory evidence).
- (v) Service and continuity
- (a) 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.
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(vi) Notice and evidence requirements

- (a) An Employee must give the Employer notice of taking leave by the Employee under this clause. The notice:
- (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (2) must advise the Employer of the period, or expected period, of the leave.
- (b) 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 subclause (iv).
- (c) Depending on the circumstances such evidence may include a document issued by the police service, a court, a doctor, district nurse, maternal and health care nurse, or family violence support service or a statutory declaration.

(vii) Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under subclause (vi), is treated confidentially, as far as it is reasonably practicable to do so.
- (c) Nothing in this clause 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.
- (c) Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer may consult with the Employee regarding the handing of this information.

(viii) Compliance

- (a) An Employee is not entitled to take leave under this clause unless the Employee complies with clause 40.

41. CEREMONIAL LEAVE

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

42. PUBLIC HOLIDAYS

- (i) Employees, other than casual Employees, shall be entitled to be absent on the following public holidays without loss of ordinary pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days, respectively, together with all proclaimed public holidays throughout the State.

Example: A full-time employee works Monday to Friday and her ordinary hours on each day is 7.6 hours. She is not required to work on Good Friday. Therefore, she is entitled to payment at her ordinary rate of pay for the 7.6 ordinary hours on Good Friday. She will not receive any payment for Easter Saturday or Easter Sunday because she does not have ordinary hours of work on those days, nor is she required to work on either of those days.

- (ii) In addition to the public holidays specified in this clause there shall be added one other day to be observed as a public holiday which shall be observed annually during the period between Christmas and New Year. The Employer shall notify Employees of the relevant day to be observed as the public holiday prior to 1 July of each year. However, where an Employee is rostered to work on a different day between Christmas and New Year and does work that day will be deemed the Public Holiday in lieu of the day notified by the Employer. Where an employee is not normally rostered to work on the Public Holiday (being the day nominated by the Employer) and does not attend work any day between Christmas and New Year they will not be paid for that Public Holiday.

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- (iii) Every Employee, other than a casual Employee, entitled to be absent on a day that is a public holiday specified herein shall be deemed to have worked in the week in which the public holiday falls the number of ordinary hours that the Employee would have worked had the day not been a public holiday. If the public holiday falls on a day on which the Employee does not have ordinary hours, and the Employee does not work on that public holiday, the Employee shall not be regarded as having worked any number of ordinary hours on that public holiday.
- (iv) If the Employee does not have ordinary hours of work on the public holiday the Employee is not entitled to any payment for the public holiday. Therefore, in the case of a full-time or part-time Employee whose ordinary hours do not include the day of the week on which the public holiday occurs, such Employee is not entitled to any payment for the public holiday.

Example: A part-time employee who works a fixed roster under which she is rostered to work Wednesday, Thursday and Friday only, is not entitled to payment for absences on public holidays that fall on days that are not Wednesday, Thursday or Friday (e.g. Easter Monday, Easter Saturday, Easter Sunday).

- (a) Notwithstanding (iv), in determining whether a full-time or part-time Employee who works a rotating roster (i.e. a roster whereby the days on which the employee's ordinary hours of work are worked, rotate between rosters) is entitled to receive payment for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding twelve months or lesser period (as agreed with the Employer) where the Employee has not worked for a period of twelve months. If the rosters for the preceding 12 months (or lesser period, as agreed) show that the Employee has worked 50% or more on the days on which a particular public holiday falls, the Employee shall be entitled to receive payment for that public holiday at the ordinary rate of pay based on the average hours worked on that particular day over the preceding 12 months (or lesser period, as agreed). For avoidance of doubt, an employee who has changed their contracted hours in the preceding 12 months is not on a rotating roster and therefore they will be paid for the public holiday if they have contracted hours on the public holiday but will not be paid for the public holiday if they do not have contracted hours on the public holiday.

Example: Employee A (full-time employee) and Employee B (part-time employee) work a rotating roster and are not required to work on Good Friday in that roster period. Employee C (part-time employee) has worked Monday, Tuesday and Wednesday each week for the past 12 months and is not required to work on Good Friday.

Employees A, B and C will be entitled to payment for the Good Friday public holiday not worked only if they have worked 50% or more (i.e. 26 or more) of the Fridays during the 12 months prior to Good Friday.

Employee A has worked 20 Fridays so is not entitled to payment for that day.

Employee B has worked 28 Fridays so is entitled to payment for that day. Employee B has worked an average of 6 hours on the 28 Fridays, so is entitled to payment for 6 hours at the ordinary rate of pay for the Good Friday public holiday not worked.

Employee C has not worked any Fridays so is not entitled to payment for that day.

Provided that any Employee whose roster is changed with the intent of avoiding or reducing payment due or the benefit applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a payment or benefit for a public holiday or holidays shall be paid for such holiday or holidays as if the Employee's roster had not been changed.

- (v) A full-time or part-time Employee required to work on a public holiday will be paid double time and a half the ordinary rate of pay for all time worked with the balance of their ordinary shift not worked to be paid at the ordinary rate of pay.

Example: Employee A (full-time employee) works Monday to Friday each week and works 7.6 ordinary hours on each of those days. Employee A's ordinary rate of pay is \$20 per hour. Employee A is rostered to work, and works, 4 hours on Good Friday. Employee A is paid \$50 per hour (i.e. \$20 x 250%) for the 4 hours worked on the public holiday, and \$20 per hour for 3.6 hours which is the balance of the ordinary shift not worked (i.e. 7.6 hours – 4 hours).

- (vi) A casual Employee will be paid double time and a half the ordinary rate of pay (in

lieu of the casual loading) for all time worked on a public holiday.

- (vii) The public holiday penalty rates prescribed in this clause for ordinary hours worked on a public holiday shall be in substitution for and not cumulative upon the weekend and shiftwork penalties described elsewhere in this Agreement.

APPENDIX 1 –WAGE RATE SCHEDULE

Classification grouping	Description	Current pay	FFPOA 1/11/2020	FFPOA 1/11/2021	FFPOA 1/11/2022
Theatre Orderly	Theatre Orderly Level 1 year 1	\$23.02	\$23.43	\$23.86	\$24.29
	Theatre Orderly Level 1 year 2	\$23.64	\$24.07	\$24.50	\$24.94
	Theatre Orderly Level 2	\$26.27	\$26.74	\$27.22	\$27.71
CSSD	CSSD Level 1 (without certificate)	\$23.03	\$23.44	\$23.87	\$24.30
	CSSD Level 2 (without certificate)	\$26.27	\$26.74	\$27.22	\$27.71
	CSSD Level 3 (with certificate)	\$32.65	\$33.24	\$33.84	\$34.45
	CSSD Supervisor Level 4 (with Certificate)	N/A	\$33.96	\$34.57	\$35.19
Anaesthetic Technician	Anaesthetic Technician	\$28.44	\$28.95	\$29.47	\$30.00
Finance and Billing Officer	Billing administrator level 1 year 1	\$31.20	\$31.76	\$32.33	\$32.92
	Billing administration officer level 1 year 2	\$32.45	\$33.03	\$33.63	\$34.23
	Billing Officer level 2	\$33.62	\$34.23	\$34.84	\$35.47
	Billing Officer Level 3	\$34.96	\$35.59	\$36.23	\$36.88
	Billing Officer Level 4	N/A	\$36.00	\$36.65	\$37.31
Administration Assistant	Administration Assistant level 1	\$23.02	\$23.43	\$23.86	\$24.29
	Administration Assistant level 2	\$23.64	\$24.07	\$24.50	\$24.94
Administration Officer	Administration Officer Level 1 year 1	N/A	\$25.57	\$26.03	\$26.50
	Administration Officer Level 1 year 2	\$26.27	\$26.74	\$27.22	\$27.71
	Administration Officer Level 1 year 3	\$26.94	\$27.42	\$27.92	\$28.42
	Administration Officer level 2 Year 1	\$28.84	\$29.36	\$29.89	\$30.43
	Administration Officer Level 2 year 2	\$29.99	\$30.53	\$31.08	\$31.64

Classification grouping	Description	Current pay	FFPOA 1/11/2020	FFPOA 1/11/2021	FFPOA 1/11/2022
	Administration Officer level 3 year 1	\$31.20	\$31.76	\$32.33	\$32.92
	Administration Officer Level 3 year 2	\$32.46	\$33.04	\$33.64	\$34.24
	Administration Officer Level 4 year 1	N/A	\$33.11	\$33.71	\$34.31
	Administration Officer Level 4 year 2	\$33.62	\$34.23	\$34.84	\$35.47
Senior Administration Officer	Senior Administration Officer Level 1	\$34.96	\$35.59	\$36.23	\$36.88
	Senior Administration Officer Level 2	N/A	\$36.00	\$36.65	\$37.31
Administration Leadership	Admin Team leader	\$38.19	\$38.88	\$39.58	\$40.29
	Administration manager <5 FTEs	\$42.01	\$42.77	\$43.54	\$44.32
	Administration manager >5 FTEs	\$44.20	\$45.00	\$45.81	\$46.63

	Current	FFPPOA 1/11/2020	FFPPOA 1/11/2021	FFPPOA 1/11/2022
Meal Allowance	\$22.08	\$22.48	\$22.88	\$23.29

SCHEDULE 1 – CLASSIFICATIONS AND DEFINITIONS

The key characteristics and typical duties contained within this schedule are indicative to provide guidance as to characteristics and typical duties which will be expected of an Employee by the Employer at a particular level.

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
Theatre Orderly – Level 1	An Employee at this level:	Working under supervision:
	is capable of prioritising and organising work within established routines, methods and procedures;	Care and maintenance of equipment essential for surgical procedures
	is responsible for work performed with a minimum level of accountability or discretion;	Check Oxygen cylinders daily
	works under supervision, either individually or in a team;	Check Day Surgery beds for emergency equipment
	is able to receive and cross reference invoices with orders for all consumables.	Set up theatres, ensuring all table attachments are available
	possesses well developed communication and interpersonal skills; and requires specific on-the-job training and/or relevant skills training or experience.	Assisting with patient transfers
		Attending to linen orders
		Attending to consumable orders
		Cleaning and restocking Theatres
		Attending to Kitchen and replenishing stocks
General Cleaning and assisting in recovery		
Handling of clinical waste		
Theatre Orderly – Level 2	An Employee at this level:	Care and maintenance of equipment essential for surgical procedures
	is capable of prioritising and organising work within established routines, methods and procedures;	Check Oxygen cylinders daily
	is responsible for work performed with a medium level of accountability or discretion;	Check Day Surgery beds for emergency equipment
	works under limited supervision, either individually or in a team;	Set up theatres, ensuring all table attachments are available
	is able to receive and cross reference invoices with orders for all consumables.	Assisting with patient transfers
	possesses well developed communication and interpersonal skills; and	Attending to linen orders
		Attending to consumable orders

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
	requires specific on-the-job training and/or relevant skills training or experience.	Cleaning and restocking Theatres Attending to Kitchen and replenishing stocks General Cleaning and assisting in recovery Handling of clinical waste
CSSD – Level 1	An Employee at this level:	Under supervision:
	is capable of prioritising and organising work within established routines, methods and procedures;	Vac testing of sterilisers
	is responsible for work performed with a medium level of accountability or discretion;	Test and run warm up cycles on all equipment to ensure all parameters are met prior to commencing sterilisation
	works under limited supervision, either individually or in a team;	Undertake the decontaminating, wrapping and Sterilising of all surgical Equipment
	possesses well developed communication and interpersonal skills; and	Ensure all Instruments are tracked
	requires specific on-the-job training and/or relevant skills training or experience.	Keep all records and traceability requirements of all Instruments in accordance with industry standards Handles Sharps and Clinical waste
CSSD – Level 2	An Employee at this level:	Vac testing of sterilisers
	is capable of prioritising and organising work within established routines, methods and procedures;	Test and run warm up cycles on all equipment to ensure all parameters are met prior to commencing sterilisation
	is responsible for work performed with a medium level of accountability or discretion;	Undertake the decontaminating, wrapping and Sterilising of all surgical Equipment;
	works under limited supervision, either individually or in a team;	Ensure all Instruments are tracked
	possesses well developed communication and interpersonal skills; and	Keep all records and traceability requirements of all Instruments in accordance with industry standards
	requires specific on-the-job training and/or relevant skills training or experience.	Handles Sharps and Clinical waste
CSSD – Level 3 (with certificate)	An Employee at this level:	Vac testing of sterilisers
	is capable of functioning autonomously, and prioritising and organising their work and the work of others within established policies, guidelines and procedures;	Test and run warm up cycles on all equipment to ensure all parameters are met prior to commencing sterilisation

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
	is responsible for work performed with a substantial level of accountability and responsibility;	Undertake the decontaminating, wrapping and Sterilising of all surgical Equipment;
	works either individually or in a team;	Ensure all Instruments are tracked
	requires a certificate in sterilising technology at TAFE	Keep all records and traceability requirements of all Instruments in accordance with industry standards
	possesses developed technical skills and advanced problem-solving abilities;	Handles Sharps and Clinical waste
	will supervise the work of others, including work allocation, rostering and guidance	Complete quality and regulatory documentation for the unit
	will assist Clinical Service Manager in the development of policies and procedures;	Assist in the design and implementation of policies and procedures for the unit
	will be able to exercise initiative, discretion, and judgement in the performance of their duties;	Sends equipment off for repair
	will be able to assist the Clinical Service Manager in implementing improved systems within the organisation;	Assists in getting quotes when needing to purchase new equipment
	possesses well developed communication, interpersonal and/or arithmetic skills;	
	requires specific on-the-job training and/or relevant skills training or experience.	
CSSD Supervisor Level 4 (with Certificate)	An Employee at this level:	Vac testing of sterilisers
	Minimum 3 years supervisory experience.	Test and run warm up cycles on all equipment to ensure all parameters are met prior to commencing sterilisation
	Proven leadership skills	Undertake the decontaminating, wrapping and Sterilising of all surgical Equipment;
	Ability to manage equipment maintenance ensuring all services are conducted and in line with standard changes	Ensure all Instruments are tracked
	Ability to implement AS4187 : 2014 standards	Keep all records and traceability requirements of all Instruments in accordance with industry standards

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
	is capable of functioning autonomously, and prioritising and organising their work and the work of others within established policies, guidelines and procedures;	Handles Sharps and Clinical waste
	is responsible for work performed with a substantial level of accountability and responsibility;	Complete quality and regulatory documentation for the unit
	works either individually or in a team;	Assist in the design and implementation of policies and procedures for the unit
	requires a certificate in sterilising technology at TAFE;	Sends equipment off for repair
	possesses developed technical skills and advanced problem solving abilities;	Assists in getting quotes when needing to purchase new equipment
	will supervise the work of others, including work allocation, rostering and guidance	
	will assist Clinical Service Manager in the development of policies and procedures;	
	will be able to exercise initiative, discretion and judgement in the performance of their duties;	
	will be able to assist the Clinical Service Manager in implementing improved systems within the organisation;	
	possesses well developed communication, interpersonal and/or arithmetic skills;	
	requires specific on-the-job training and/or relevant skills training or experience.	
	the role of preceptor for training of other staff. Accordingly, employees must hold a Certificate IV in Education.	
	Employees at this level should act as a subject matter expert and demonstrate leadership of the CSSD	
Classification at this role is by appointment by the employer only.		
Anaesthetic technician	Has completed anaesthetic technicians course.	Assist the anaesthetist with intubation and extubation of patient and administration of medication
	Demonstrates competence in baseline and advanced anaesthetics.	Set-up and restocking of anaesthetic trolley
	Is wholly or mainly engaged in assembling, checking, maintaining, and monitoring anaesthetic equipment before, during and/or after operations.	Checking anaesthetic machine, laryngeal masks and laryngoscope blades and batteries

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
Billing Administration Level 1	An employee at this level is:	All aspects of patient billing
	Is capable of prioritising and organising work within established routines, methods and procedures;	Handling discard consents;
	is responsible for work performed with a medium level of accountability or discretion;	Debt collection;
	Works under supervision, either individually or in a team;	Storage accounts
	requires a high level of computer knowledge or be required to use a computer on a regular basis;	Handling payments and payment enquiries
	is able to receive and document payments and takings;	Able to proficiently navigate Medicare benefits and or health funds including use of Medicare online
	Possess administrative skills and problem-solving skills;	Liaising with health funds and conducting health fund checks
	Possess skills in use of electronic patient management systems	Champion customer service excellence improvement initiatives and processes
	requires specific on-the-job training and/or relevant skills training or experience.	
	Experience in provision of excellent patient care and service	
	Able to perform general administrative duties	
	Classification at this role is by appointment by the employer only.	
Billing Officer Level 2	An Employee at this level:	Perform all Billing Administration Level 1 duties plus:
	is capable of functioning semi-autonomously and prioritising and organising work within established routines, methods and procedures;	Completion of end of month financial reporting under supervision
	is responsible for work performed with a substantial level of accountability or discretion;	Completion of complex treatment or procedure billing activity
	works under limited supervision, either individually or in a team;	Develop orientation and induction programmes for new staff under guidance
	requires comprehensive computer knowledge or be required to use a computer on a regular basis;	Conduct training of staff to company policy and procedure under guidance
	will undertake specific financial responsibilities within the role for patient accounts and debtors under the supervision of the Administration Team leader or Administration Manager;	Able to audit key practices within your team to policy and procedure under guidance
possess administrative skills and high problem-solving skills;		

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
	<p>possesses well developed communication skills, interpersonal skills and/or arithmetic skills;</p> <p>will assist with the training of new staff; and</p> <p>requires specific on-the-job training and/or relevant skills training or experience.</p> <p>Classification at this role is by appointment by the employer only.</p>	
Billing Officer Level 3	An Employee at this level:	Perform all Billing Administration Level 1 & 2 duties plus:
	is capable of functioning autonomously and prioritising and organising work within established routines, methods and procedures;	Completion of end of month financial reporting independently
	is responsible for work performed with a substantial level of accountability or discretion;	Ensure all Billing processes and procedures are in line with best practice and are implemented
	Able to supervise and lead training and induction of staff and provide mentorship	Bank Reconciliation
	requires comprehensive computer knowledge or be required to use a computer on a regular basis;	Lead a team of billing officers
	will undertake specific financial responsibilities within the role for patient accounts and debtors under the supervision of the Administration Team leader or Administration Manager;	Provide ongoing reports to management team on billing activities
	possess administrative skills and high problem-solving skills;	Work on improvements in our billing and financial consent processes
	possesses well developed communication skills, interpersonal skills and/or arithmetic skills;	Gathering statistical data for benchmarking
	will assist with the training of new staff; and	
	requires specific on-the-job training and/or relevant skills training or experience.	
Classification at this role is by appointment by the employer only.		
Billing Officer Level 4	An Employee at this level is:	Perform all duties as outlined in Billing Administration levels 1 - 3 plus:
	Capable of functioning autonomously and prioritising and organising work within established routines, methods, and procedures;	Develop orientation and induction programmes for new staff with minimal guidance

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
	is responsible for work performed with a substantial level of accountability or discretion;	Provide ongoing training support for your colleagues and the broader administration team
	requires comprehensive computer literacy and knowledge or to use a computer on a regular basis;	Able to navigate and undertake complex problem solving
	Able to undertake specific financial responsibilities under the supervision of the Team leader or Manager;	Able to audit key practices across teams to policy and procedure under guidance
	Possess advanced administrative skills and problem-solving skills;	Able to relieve Team leader or Manager and fully trained in all the appropriate duties;
	Possesses excellent communication skills, interpersonal skills and/or arithmetic skills;	
	Able to develop and conduct training and coaching of new staff; and	
	Requires specific on-the-job training and/or relevant skills training or experience.	
	Able to supervise the work of others including work allocation and rostering	
	Able to assist the team leader or manager in the recruitment of staff	
Classification at this role is by appointment by the employer only.		
Administration Assistant level 1	An Employee at this level:	Answering incoming calls and directing to the appropriate departments;
	works within established routines, methods and procedures;	Filing/scanning
	has basic responsibilities and duties;	Photocopying
	works under direct or routine supervision, either individually or in a team;	Opening and distribution of mail and incoming faxes;
	requires medium computer knowledge or be required to use a computer on a regular basis; and	Basic ad hoc duties
	is not required to have previous experience or training.	
Classification at this role is by appointment by the employer only.		
Administration Assistant level 2	An Employee at this level:	Perform all Administration Assistant level 1 duties, plus:
	works within established routines, methods and procedures;	Co-ordinating calls
	works under direct or routine supervision, either individually or in a team;	Confirming appointment bookings
	requires basic computer knowledge or be required to use a computer on a regular basis; and	
Has some previous experience or training.		

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
	requires a high level of computer knowledge or be required to use a computer on a regular basis; Classification at this role is by appointment by the employer only.	
Administration Officer - level 1	An Employee at this level:	Performs all Administration Assistant level 2 duties plus:
	is capable of organising work within established routines, methods and procedures;	Secretarial duties for Specialist Medical Practitioners
	is responsible for work performed with a medium level of accountability or discretion;	General invoicing/receipting;
	works under supervision, either individually or in a team;	Registering new patients;
	requires a high level of computer knowledge or be required to use a computer on a regular basis;	Stationery ordering;
	is able to receive and document payments and takings;	Cash handling;
	possess administrative skills and problem-solving skills;	
	possesses well developed communication and interpersonal skills; and	
	requires specific on-the-job training and/or relevant skills training or experience. Classification at this role is by appointment by the employer only.	
Administration Officer - level 2	An Employee at this level:	Perform all Level 1 administration duties, plus:
	Is capable of prioritising and organising work within established routines, methods and procedures;	diary management; and proficient understanding of the systems
	is responsible for work performed with a medium level of accountability or discretion;	Explain the fees and related health fund or Medicare benefits
	works under limited supervision, either individually or in a team;	Able to conduct health fund checks
	requires a high level of computer knowledge or be required to use a computer on a regular basis;	Prepare theatre allocation and patient admission documentation
	is able to receive and document payments and takings;	Undertake administrative roles in respect to donor co-ordination
	possess administrative skills and problem-solving skills;	Discuss fees with patients;
	possesses well developed communication and interpersonal skills; and	Health fund checks

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
	requires specific on-the-job training and/or relevant skills training or experience.	General office duties as required;
	Classification at this role is by appointment by the employer only.	Storage billing
		Debt collection
		Handling discard consents;
		Able to navigate Medicare benefits and or health funds including use of Medicare online
Administration Officer - Level 3	An Employee at this level:	Perform all Level 2 & 1 administration duties, plus:
	Is capable of prioritising and organising work within established routines, methods and procedures;	Capable of performing secretarial duties for multiple specialists
	is responsible for work performed with a medium level of accountability or discretion;	Proactive diary management; and proficient understanding of the systems
	Capable of working autonomously and prioritising tasks, either individually or in a team;	Efficient practice software use to meet patients needs
	requires a high level of computer knowledge or be required to use a computer on a regular basis;	Proficient in counselling patients in financial information & consent
	is able to receive and document payments and takings;	
	Possess administrative skills and advanced problem-solving skills;	
	Possess excellent skills in use of electronic patient management systems	
	High degree of interpersonal skills- able to interpret and explain policy	
	Experience in provision of excellent patient care and service	
	requires specific on-the-job training and/or relevant skills training or experience.	
	Classification at this role is by appointment by the employer only.	
Administration Officer - Level 4	An Employee at this level:	Perform all Level 3, 2 & 1 administration duties, plus:
	Capable of functioning autonomously and prioritising and organising work within established routines, methods and procedures;	Champion customer service excellence improvement initiatives and processes
	is responsible for work performed with a high level of accountability or discretion;	Mentorship of Junior staff members under the guidance of senior admin officer or manager
	Requires excellent computer literacy and use of the patient management system on a regular basis	
is able to analyse, receive and document payments and takings;		

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
	Possess advanced administrative skills and problem-solving skills; is able to proactively and independently troubleshoot High degree of interpersonal skills- able to interpret and explain policy Experience in provision of excellent patient care and service requires specific on-the-job training and/or relevant skills training or experience. Displays a high level of initiative in customer service improvement Classification at this role is by appointment by the employer only.	
Senior Administration Officer Level 1	An Employee at this level is:	Perform all administration duties in previous Administration Officer classifications, plus:
	Capable of functioning autonomously and prioritising and organising work within established routines, methods and procedures;	Develop orientation and induction programmes for new staff under guidance
	is responsible for work performed with a substantial level of accountability or discretion;	Conduct training of staff to company policy and procedure under guidance
	requires comprehensive computer literacy and knowledge or to use a computer on a regular basis;	Able to audit key practices within your team to policy and procedure under guidance
	Able to undertake specific financial responsibilities under the supervision of the Team leader or Administration Manager;	Responsible and accountable for all aspects of donor and surrogacy programs and embryo donors including detailed knowledge of all relevant legislation.
	Possess advanced administrative skills and problem-solving skills;	Able to relieve Admin Team leader or Unit Administration Manager and fully trained in all the appropriate duties;
	Possesses excellent communication skills, interpersonal skills and/or arithmetic skills;	
	Able to develop and conduct training and coaching of new staff; and	
	Requires specific on-the-job training and/or relevant skills training or experience.	
	Able to assist the team leader or manager in the recruitment of staff	
	Under guidance of the manager or team leader can support leading the team including work allocation and rostering	
Classification at this role is by appointment by the employer only.		

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
Senior Administration Officer Level 2	An Employee at this level is:	Perform all duties as outlined in Senior administration Officer level 1
	Capable of functioning autonomously and prioritising and organising work within established routines, methods and procedures;	Develop orientation and induction programmes for new staff with minimal guidance
	is responsible for work performed with a substantial level of accountability or discretion;	Provide ongoing training support for your colleagues and the broader administration team
	requires comprehensive computer literacy and knowledge or to use a computer on a regular basis;	Able to navigate complex patient queries and questions
	Able to undertake specific financial responsibilities under the supervision of the Team leader or Administration Manager;	Able to audit key practices across teams and units to policy and procedure under guidance
	Possess advanced administrative skills and problem-solving skills;	Able to relieve Admin Team leader or Unit Administration Manager and fully trained in all the appropriate duties;
	Possesses excellent communication skills, interpersonal skills and/or arithmetic skills;	
	Able to develop and conduct training and coaching of new staff; and	
	Requires specific on-the-job training and/or relevant skills training or experience.	
	Able to supervise the work of others including work allocation and rostering	
Able to assist the team leader or manager in the recruitment of staff		
Classification at this role is by appointment by the employer only.		
Administration Team leader	An Employee at this level:	Perform all Senior Administration Officer duties plus:
	is capable of functioning autonomously, and prioritising and organising their work and the work of others within established policies, guidelines and procedures;	End of month reporting on Key performance indicators for the unit
	is responsible for work performed with a substantial level of accountability and responsibility;	Gathering statistical data for benchmarking
	works either individually or in a team;	Able to relieve for Unit Administration Manager and fully trained in all the appropriate duties;
	requires comprehensive computer knowledge or be required to use a computer on a regular basis;	Leadership of a team

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
	will be able to undertake financial responsibilities including all aspects of patient accounts and relevant coding requirements within their unit in the absence of the Unit Administration Manager;	Lead and undertake to improve performance of the unit against Key Performance indicators
	Possesses developed administrative skills and advanced problem-solving abilities;	Management of key stakeholders and services
	will supervise the work of others, including work allocation, rostering and guidance including performance management and dispute resolution	Ensuring practice and level of care is meeting quality standards
	is capable of assisting the Unit Administration Manager in the development of policies and procedures;	
	will be able to exercise initiative, discretion, and judgement in the performance of their duties;	
	Will be able to implement improved systems within the unit/department	
	possesses well developed communication, interpersonal and/or arithmetic skills;	
	will lead the recruitment and training of new staff; and	
	requires specific on-the-job training and/or relevant skills training or experience.	
	Extensive experience in provision of excellent patient care and service	
	Classification at this role is by appointment by the employer only.	
Administration manager	An Employee at this level:	Perform all Admin Team Leader responsibilities, plus:
	is capable of functioning autonomously, and prioritising and organising their work and the work of others within established policies, guidelines, and procedures;	Preparation of workflow allocations and rosters
	is responsible for work performed with a substantial level of accountability and responsibility;	Undertaking to ensure continued development of capability and competency within the team
	works either individually or in a team;	Review policies and procedures and recommend changes when necessary
	requires comprehensive computer knowledge or be required to use a computer on a regular basis;	Complete effective recruitment activities to policy
will be able to undertake financial responsibilities within their unit;	Undertake comprehensive training and induction of team members	

Level	KEY CHARACTERISTICS	TYPICAL DUTIES
	<p>possesses developed administrative skills and advanced problem-solving abilities;</p> <p>will supervise the work of others, including work allocation, rostering and guidance including performance management and dispute resolution.</p> <p>is capable of the development of policies and procedures;</p> <p>will be able to exercise initiative, discretion, and judgement in the performance of their duties;</p> <p>will be able to implement improved systems within the organisation;</p> <p>possesses well developed communication, interpersonal and/or arithmetic skills;</p> <p>will assist in the recruitment and training of new staff; and</p> <p>requires specific on-the-job training and/or relevant skills training or experience.</p> <p>May have State-wide responsibility for document control</p> <p>May have multi-State responsibilities for all aspects of patient accounts.</p> <p>May have responsibility for the preparation/negotiation, implementation, and management of all private health fund contracts.</p> <p>May have state - wide responsibility for the preparation and management of patient services initiatives</p> <p>Can manage services across more than one site or department</p>	<p>Lead and undertake to improve performance of the unit against Key Performance indicators</p>

SCHEDULE 2: 12 HOUR SHIFT ROSTER ARRANGEMENTS-THEATRE STAFF ONLY

12 Hour Shift Roster

The roster shall comply with the provisions of this Agreement.

Roster Guidelines

The 12-hour roster must provide for the following:

No more than two consecutive shifts in a row;

Day shifts shall not commence before 0600 hours;

There shall be a reasonable distribution of days off between block shifts;

The roster cycle shall be planned over a period of two weeks;

Hours of Work

Maintenance of Contracted Hours

All Employees shall have their hours of work protected and must be given the opportunity to work their contracted hours.

Shift Times

As per roster.

Minimum Breaks Between Shifts

The minimum rostered break between shifts shall be at least 11.5 hours.

Meals and Rest Intervals

All Employees shall be given 2 thirty-minute meals intervals.

Payment Of Wages

Ordinary Hours Full time Employees (12 hours)

Employees shall be paid for the hours worked in each fortnight.

Shift Allowances and Payment for Saturday and Sunday Work

Shall be consistent with this Agreement.

Shift Penalties

Shall be consistent with this Agreement.

Leave Provisions

Annual leave and sick leave shall be in accordance with this Agreement.

SCHEDULE 3-LIST OF ENTITIES

IVF Australia Pty Ltd (ABN: 54 098 082 109)

The Trustee for City West Day Surgery Unit Trust (ABN: 89 094 866 717)

Alexandria Specialist Day Hospital Pty Ltd (ABN: 18 963 946 811)

North Shore Specialist Day Hospital Pty Ltd (ABN: 34 127 214 457)

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

SIGNATURE

PRINT NAME AND AUTHORITY/TITLE

Address:

Date

I am authorised to sign this Agreement as a nominated employee bargaining representative on behalf of the HSU New South Wales

SIGNATURE

PRINT NAME AND AUTHORITY/TITLE

Address:

Date

I am authorised to sign this Agreement as a nominated employee bargaining representative

SIGNATURE

PRINT NAME AND AUTHORITY/TITLE

Address:

Date