



# DECISION

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

**Melbourne IVF**  
(AG2016/2537)

## **MELBOURNE IVF MEDICAL SCIENTISTS ENTERPRISE AGREEMENT 2016**

Health and welfare services

COMMISSIONER LEE

SYDNEY, 13 APRIL 2016

*Application for approval of the Melbourne IVF Medical Scientists Enterprise Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Melbourne IVF Medical Scientists Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Melbourne IVF. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[4] The Health Services Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 April 2016. The nominal expiry date of the Agreement is 30 June 2018.



COMMISSIONER

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<Price code J, AE418568 PR579014>

## Annexure A

FAIR WORK COMMISSION

MATTER NO: AG2016/ 2537

### UNDERTAKINGS

- (1) For clarity, clause 29(e)(iii) applies in circumstances where an employee is:
  - rostered to work a public holiday in accordance with s.114 of the *Fair Work Act 2009*; and
  - fails to attend for the rostered shift without lawful reason; thereby constituting an unauthorised absence on a public holiday.
- (2) Clause 29(e)(iv) shall have no operative effect and will not apply under this Agreement.



Andrew Othen  
Managing Director

MELBOURNE IVF  
MEDICAL SCIENTISTS ENTERPRISE AGREEMENT  
2016

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

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## ENTERPRISE AGREEMENT

### 1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be known as the *Melbourne IVF Medical Scientists Enterprise Agreement 2016*.

3. COVERAGE

The Agreement shall cover:

- (a) The Agreement shall apply to Melbourne IVF (ACN No 007 243 352), and
- (b) all persons employed by Melbourne IVF in medical scientist classifications as per Appendix 1 of this Agreement.
- (c) This Agreement is made under section 172 of the *Fair Work Act 2009*. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (d) The employer will formally advise the Health Services Union Victoria No. 4 Branch ('HSU') when the Agreement is made in order for the HSU to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (e) It is the intention of this Agreement that the HSU will be covered by this Agreement.

4. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for employees covered by the agreement.

5. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7<sup>th</sup> day after the agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 30 June 2018 and thereafter in accordance with the *Fair Work Act 2009*.

The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

6. 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.

7. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

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Entitlements in accordance with the National Employment Standards (“NES”) are provided for under the *Fair Work Act 2009*. 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.

## 8. DEFINITIONS

- (a) “Agreement” means this agreement;
- (b) “Employer” means Melbourne IVF;
- (c) “Ordinary pay” means remuneration for an employee’s weekly number of hours of work calculated at the ordinary time rate of pay prescribed in Schedule 1 and in addition shall include:
  - (i) higher qualifications allowance;
  - (ii) shift work premiums;
  - (iii) weekend penalty rates for ordinary hours
- (d) “HSU” means the Health Services Union Victoria No. 4 Branch;
- (e) “The Act” means the *Fair Work Act 2009*.
- (f) “FWC” means the Fair Work Commission.
- (g) ***immediate family*** of an employee means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
  - (iii) ***spouse*** includes a former spouse.
  - (iv) ***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.

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

## 9. CONSULTATION REGARDING CHANGE

- (i) This term applies if 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.
- (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.
- (iii) The relevant employees may appoint a representative, which may be a representative from HSU, 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
    - (4) removal of an existing amenity.

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- (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.
  - (vii) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
  - (viii) 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),(iii) and (v) are taken not to apply.
  - (ix) 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.
  - (x) In this term, ***relevant employees*** means the employees who may be affected by the major change.

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10. DISPUTE RESOLUTION PROCEDURE

- (a) 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.
- (b) A party to the dispute may appoint another person, organisation or association, which may include a HSU representative to accompany or represent them in relation to the dispute.
- (c) 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.
- (d) 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.

11. WAGES

- (a) Wages will be determined as follows:-

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
3%	2.9%	2.75%

- (b) The wage increases in subclause (a) hereof shall be payable as follows:-
  - (i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 January 2016.
  - (ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 January 2017.
  - (iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 January 2018.
- (c) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.

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- (d) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
  - (e) Rates of pay as increased by this Agreement are set out in Appendix 1.
  - (f) All wage-related allowances shall be adjusted in accordance with the increased stipulated in this clause.

## 12. PAYMENT OF WAGES

- (a) Subject to any individual arrangements between the Employer and an employee wages shall be paid no later than a Thursday.
- (b) On or prior to the pay day the Employer shall state to each employee in writing the amount of wages to which he or she is entitled, the amount of deductions there from, and the net amount being paid to him or her.
- (c) Wages will be paid fortnightly.
- (d) Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.

## 13. HIGHER DUTIES

- (a) Higher duties shall be paid where a scientist assumes the duties of a higher graded employee for two or more days. Such payment of higher duties shall be not less than the minimum rate prescribed for the classification applying to the employee so relieved.
- (b) In the circumstances of a Grade 4 Laboratory Supervisor who acts in the position of Laboratory Manager for a period of five days or more, such employee shall be paid an allowance of \$20.00 per day for each day so engaged.

## 14. LONG SERVICE LEAVE

- (a) Entitlement
  - (i) All persons employed shall be entitled to long service leave as hereinafter provided.

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- (ii) An employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.
  - (iii) An employee shall have the following entitlement to long service leave:
    - (1) On the completion by the employee of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service.
    - (2) In addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under (a)(iii)(1)
    - (3) In the case of an employee who has completed at least ten years' service, but less than fifteen years' service, such amount of long service leave as equals 1/30th the period of service.
- (b) Service entitling to leave
- (i) Subject to this subclause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.
  - (ii) For the purposes of this Clause service shall be deemed to be continuous notwithstanding:
    - (1) the taking of any annual leave, paid parental leave or long service leave;
    - (2) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in Personal Leave;
    - (3) any interruption or ending of the employment by the employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
    - (4) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under Accident pay.

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- (5) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
  - (6) any interruption arising directly or indirectly from an industrial dispute;
  - (7) the dismissal of an employee, but only if the employee is re-employed within a period not exceeding two months from the date of such dismissal;
  - (8) any absence from work of an employee from work for a period not exceeding twelve months or longer as agreed under Parental leave in respect of any pregnancy or adoption;
  - (9) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of his or her employment not covered by (b)(ii)(4) of this subclause.

(iii) In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in (b)(ii)(1) to (b)(ii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(ii)(6) to (b)(ii)(9) shall not be counted as part of the period of service unless it is so authorised in writing by the employer.

(iv) The employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.

(c) Payment in lieu of long service leave on the death of an employee

Where an employee who has completed at least ten years' service dies while still in the employment of the employer, the employer shall pay to such employee's personal representative a sum equal to the pay of such employee for 1/30th of the period of the employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.

(d) Payment for period of leave

(i) Payment to an employee in respect of long service leave shall be made in one of the following ways:

- (1) in full in advance when the employee commences his or her leave;  
or

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- (2) at the same time as payment would have been made if the employee had remained on duty
    - (3) in any other way agreed between the employer and the employee.
  - (ii) Where the employment of an employee is for any reason terminated before the employee takes any long service leave to which he or she is entitled or where any long service leave accrues to an employee pursuant to (a)(iii)(2) hereof the employee shall subject to the provisions of (d)(iii) be entitled to pay in respect of such leave as at the date of termination.
  - (iii) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.
- (e) Taking of leave
- (i) When an employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed, or in default of such agreement as is determined by FWC; provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination..
  - (ii) Any long service leave shall be inclusive of any public holiday occurring during the period when leave is taken.
  - (iii) If the employer and an employee so agree:
    - (1) the first six months long service leave to which an employee becomes entitled under this Agreement may be taken in two or three separate periods; and
    - (2) any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.
- (f) Leave allowed before due date
- (i) An employer may by agreement with an employee grant long service leave to the employee before the entitlement to that leave has accrued,

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provided that such leave shall not be granted before the employee has completed ten years' service.

- (ii) Where the employment of an employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

(g) Leave Payments

- (i) Where an employee is entitled to a period of long service leave, the employer shall whenever it is practically possible, at the request of the employee, allow the employee to take the whole or any part of the long service leave at half the quantum of leave at double pay or double the quantum at half the pay.

(h) Definitions

- (i) For the purposes of this Clause the following definitions apply:

“Pay” means remuneration for an employee’s normal weekly hours of work calculated at the employee’s ordinary time rate of pay provided in Appendix 1 hereof at the time the leave is taken or (if the employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the employee’s ordinary time rate of pay which occurred during the period of leave as from the date such increase operates and any Higher Qualifications Allowance payable in accordance with subclause 8(c) of this Agreement.

“Month” shall mean a calendar month.

15. PERSONAL LEAVE

- (a) An employee is entitled to personal leave as follows:

- (i) 1<sup>st</sup> year of employment: 7 hours and 36 minutes per month (12 days);
- (ii) 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years of employment: 106 hours and 24 minutes per year (14 days);
- (iii) 5<sup>th</sup> year and thereafter: 159 hours 36 minutes per year (21 days)

This entitlement shall be pro-rata for part-time employees.

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(b) Personal leave, in the first year, accrues on a pro rata basis. In the second and subsequent years personal leave will be credited on the anniversary day of each year. Personal leave is cumulative.

(c) An employee shall within two hours of the commencement of the shift, or as soon as possible thereafter as is practicable, inform the Employer of his or her inability to attend for duty and state the estimated duration of absence.

A claim made for personal leave on account of injury or personal illness shall be supported by evidence satisfactory to the Employer that the Employee was unable to attend for duty on the day for which leave is claimed for those reasons. This evidence may include production of a medical certificate from a registered health practitioner. Provided that the use of statutory declarations as evidence shall be limited to not more than three occasions per year in respect to absences not exceeding a single day/ shift.

Provided further that any employee may be absent through sickness for one day without furnishing evidence of such sickness on not more than three occasions in any one year of service.

(d) Employees, where they have responsibilities in relation to the members of their immediate family or household, shall be entitled to use, in accordance with this subclause, any accrued paid personal leave entitlement for the purposes of caring or supporting an immediate family or household member who requires the employee's care or support because of a personal illness, or injury, of the member; or who requires care or support due to an unexpected emergency. Employees are also entitled to a period of up to two days unpaid carer's leave for each permissible occasion. The Employer may require production of a medical certificate establishing the medical condition of the person concerned and the need for the employee to care for them during that time.

(e) Caring responsibilities

(i) Subject to the evidentiary and notice requirements in subclause 15(d), casual employees are entitled to not be available to attend work, or to leave work for the purposes of caring or supporting an immediate family or household member who requires the employee's care or support because of a personal illness, or injury, of the member; or who requires care or support due to an unexpected emergency.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The employee is not entitled to any payment for the period of non-attendance.

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- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## 16. ANNUAL LEAVE

### (a) Period of leave

A full time employee who has been in the service of the same employer for a period of not less than twelve months shall be granted 152 hours leave on ordinary pay. This entitlement shall be pro rata for part time employees.

### (b) Accrual of annual leave

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) Annual leave exclusive of public holidays

The annual leave prescribed in (a) shall be exclusive of any of the holidays prescribed by clause Public holidays, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

### (d) Effect of termination on annual leave

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.

### (e) Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by (i), payment shall not be made or accepted in lieu of annual leave.

### (f) Time of taking leave

Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding six months from

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the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

(g) Annual leave in advance

(i) An employer and employee may agree to the employee taking a period of paid annual leave in advance of the employee accruing an entitlement to such leave provided that the agreement meets the following requirements:

- (1) it is in writing and signed by the employee and employer;
- (2) it states the amount of leave to be taken in advance and the date on which the leave is to commence; and
- (3) it is retained as an employee record.

(ii) This subclause applies if an employee takes a period of paid annual leave in advance pursuant to an agreement made in accordance with clause (g)(i). If the employee's employment is terminated before they have accrued all of the entitlement to paid annual leave which they have taken then the employer may deduct an amount equal to the difference between the employee's accrued annual leave entitlement and the leave taken in advance, from any monies due to the employee on termination.

(h) Payment for period of annual leave

Employees shall receive their ordinary pay during all periods of annual leave. Employees may request that before going on leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay fortnights for the period of such leave.

(i) Proportionate leave

(i) Where the employment of any employee is terminated at the end of the period of employment of less than twelve months, the employer shall forthwith pay to the employee, in addition to all other amounts due to him or her, an amount equal to 1/12th of his or her ordinary pay for that period.

(ii) Where the employment of an employee who has become entitled to one or more periods of annual leave provided by this Agreement is terminated, the employer shall be deemed to have given all of such leave (except so much, if any, as has already been taken) to the employee as from the date of the termination of the employment, and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of that leave.

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- (iii) Clause (i)(ii) applies to and in respect of any annual leave (except so much, if any, as has already been taken) whether or not the employee concerned continues to be entitled (apart from this clause) to take it, and so applies as if the employee's right to take it had accrued immediately before the date of the termination of the employee's employment.
  - (iv) Nothing in (i)(ii) or (i)(iii) affects the obligation of an employer to give or an employee to take annual leave in accordance with this Agreement.
- (j) Additional annual leave for "Shiftworkers"
- (i) Additional leave (Full-time employees) – weekend worker
    - (1) For the purposes of this Agreement weekend workers shall mean any employee who in any one year of employment works a portion of his or her ordinary hours on a Saturday or Sunday.
    - (2) A weekend worker who works on ten but less than 15 Saturdays or Sundays during the yearly period of which his or her leave accrues shall be allowed one week of leave additional to the leave herein before prescribed at subclause 16 (a).
    - (3) A weekend worker who works on:
      - (i) 15 but less than 20 Saturdays or Sundays during the yearly period of which his or her leave accrues shall be allowed 1 day of annual leave in addition to the entitlement set out at (j)(i)(2);
      - (ii) 20 or more Saturdays or Sundays during the yearly period of which his or her leave accrues shall be allowed 2 days of annual leave in addition to the entitlement set out at (j)(i)(2)
    - (4) This clause shall not apply to any Saturday or Sunday on which the employee works four hours or less.
  - (ii) Additional leave (Part-time employees) - weekend workers
    - (1) For the purposes of this Agreement weekend workers shall mean any employee who in any one year of employment works a portion of his or her ordinary hours on a Saturday or Sunday.
    - (2) A weekend worker who works on ten but less than 15 Saturdays or Sundays during the yearly period of which his or her leave accrues shall be allowed 38 hours leave additional to the leave herein before prescribed at subclause 16(a).
    - (3) A weekend worker who works on:

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(i) 15 but less than 20 Saturdays or Sundays during the yearly period of which his or her leave accrues shall be allowed 1 day of annual leave in addition to the entitlement set out at (j)(ii)(2);

(ii) 20 or more Saturdays or Sundays during the yearly period of which his or her leave accrues shall be allowed 2 days of annual leave in addition to the entitlement set out at (j)(ii)(2);

(4) This clause shall not apply to any Saturday or Sunday on which the employee works four hours or less.

(k) Annual leave loading

(i) An employee entitled to annual leave shall be paid an annual leave loading of 17-1/2% of the ordinary weekly rate of pay for the classification at which the employee is employed at the commencement of their annual leave, provided that the maximum annual allowance payable shall be calculated on the salary of a Medical Scientist Grade 3 Year 2.

(ii) Provided that where an employee would have received shift penalties or Saturday and/or Sunday penalties prescribed in this Agreement had they not been on annual leave and such shift loadings would have entitled the employee to a greater amount than under paragraph (k)(i) of this clause, then the shift loadings shall be paid to the employee in lieu of the 17 ½ % loading.

(l) Termination

The loading calculated according to (k) shall be payable on proportionate leave calculated according to (i).

(m) Single day leave

(i) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.

(ii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

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

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- (i) Upon receipt of a written request by an Employee, the Employer may authorise 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.
    - (3) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made.
    - (4) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.
  - (o) Purchased Leave – 48/52
    - (i) Purchased leave is where employees have planned absences of four weeks of leave which is funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.
    - (ii) From the commencement of this Agreement, employees may apply for four weeks purchased leave in each calendar year. Purchased leave can only be taken in whole week blocks.
    - (iii) Purchased leave must be utilised within the twelve months in which it is purchased.
    - (iv) Purchased leave counts as service for all purposes.
    - (v) Applications for purchased leave must be made by a date nominated by the Employer.
    - (vi) The Department Head's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the personal needs and family responsibilities of staff.

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- (vii) Once a period of purchased leave has been approved, it may only be revoked by the Employer where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the employee, or the leave deferred to a date mutually agreed by the Employer and employee.
  - (viii) Where an employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.
- (p) Sickness during annual leave
- (i) Where an employee becomes sick, whilst on annual leave for a period of time on which s/he would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to his or her annual leave entitlement.
  - (ii) The amount of annual leave loading received for any period of annual leave converted to sick leave in accordance with (p)(i), shall be deducted from any future entitlement to annual leave loading, or if the employee resigns, from termination pay.

## 17. COMPASSIONATE LEAVE

- (a) An employee is entitled to 4 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:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) 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 (a); or

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- (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a).
  - (c) An employee may take compassionate leave for a particular permissible occasion as a single continuous 4 day period; or 4 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
  - (d) 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.
  - (e) 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 base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
  - (f) 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.

#### 18. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.
- (b) Permanent employees eligible for parental leave in accordance with subclause (a) shall be entitled to the following paid parental leave:
  - (i) Ten weeks paid maternity, adoption leave shall be given to any permanent employee who qualifies for maternity and adoption leave under the provisions of the Agreement.
  - (i) Paid leave in accordance with subclause (b)(i) above may be paid at half the rate of pay for double the period provided above.
  - (iii) A permanent employee, whose spouse or de facto spouse (including same sex couples) is giving birth or adopting a child, is entitled to payment of one week's salary upon commencement of paternity leave.
  - (iv) The amount of paid leave provided in this Agreement shall not be reduced in terms the number of weeks or 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.

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- (c) In accordance with the provisions of s.73 of the Fair Work Act 2009, a female 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 or midwife to the effect that continuing employment until the date of birth is not a risk to the employee or the unborn child.
- (d) Where an employee is required to attend prenatal appointments or parenting classes and such appointments/ classes are only available or can only be attended during the ordinary rostered shift of the employee, then the employee on production of satisfactory evidence to this effect may access their Carers leave credit for such purpose.
- (e) Right to request
- (i) An employee entitled to parental leave pursuant to the provisions of clause 18 may request the employer to allow the employee:
- (1) to extend the one week of simultaneous unpaid parental leave up to a maximum of eight weeks;
  - (2) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
  - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- (ii) 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 cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) Employee's request and the employer's decision to be in writing
- The employee's request and the employer's decision made under (i) and (ii) must be recorded in writing
- (iv) Request to return to work part-time
- Where an employee wishes to make a request under (e)(i)(3), such a request must be made as soon as possible but no less than seven weeks

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prior to the date upon which the employee is due to return to work from parental leave.

(f) Sick Leave and special maternity leave

(i) Where the pregnancy of an employee not then on maternity leave terminates other than by the birth of a living child, the employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

(1) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the employee is entitled to access any paid and/or unpaid sick leave entitlements in accordance with the relevant personal leave provisions;

(2) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under subclause (b)(i) and thereafter, to unpaid special maternity leave.

19. NOTIFICATION OF CLASSIFICATION

(a) The employer shall notify each employee in writing on commencement of their classification and terms of employment.

(b) The employer shall notify each employee of any alteration to his or her classification in writing no later than the operative date of such alteration.

20. TYPES OF EMPLOYMENT

(a) Employees under this agreement shall be employed in any one of the following categories:

(i) full-time employee;

(ii) part-time employee;

(iii) casual employee;

21. FULL-TIME EMPLOYMENT

An employee who is ready, willing and available to work a full week of 38 hours as and when agreed by the employer shall be entitled to the full weekly wage prescribed herein irrespective of the number of hours worked not exceeding 38.

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22. PART-TIME EMPLOYMENT

(a) Part-time employment

(i) Employees employed on a part-time basis shall be paid for hours worked:

- (1) at an hourly rate equal to 1/38th of the weekly rate appropriate to the employees classification; employees employed under this clause shall receive leave entitlements on a pro rata basis;
- (2) the conditions of part-time work shall be agreed upon between employer and employee and shall be confirmed in writing between the two parties.
- (3) A full-time employee who returns to work after parental leave may, with the agreement of the employer, work part-time in accordance with Clause 18– Parental leave. A part-time employee who returns to work after parental leave may renegotiate the conditions of his/her part-time work with the employer in accordance with Clause 18 – Parental leave of this Agreement.

Any agreement between the employer and the employee shall be confirmed in writing, and shall include the hours of work, days upon which those hours will be worked and the starting and finishing times of the work. The terms of the agreement may be varied by consent, and the new agreement reduced to writing.

(b) Before commencing employment, the employer and employee will agree in writing on:

- (i) 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
- (ii) the days of the week the employee may be rostered to work within a fortnight; and
- (iii) the agreed minimum number of contracted hours to be worked per fortnight.

(c) In accordance with the overtime provisions prescribed in the Overtime Clause 27 of this Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time employee which exceeds the full-time rostered shift length, 8 or 10 hours per day as the case may be, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

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- (d) No part-time employee shall be directed to work in excess of their rostered ordinary hours.

23. CASUAL EMPLOYMENT

- (a) A casual employee shall be paid not less than the rate applicable to his or her classification with the addition of 25 per cent for work performed during ordinary hours on weekdays and 75% of such hourly rate for work performed on weekends and public holidays, and shall not be entitled to the benefits of paid personal leave, annual leave, overtime and public holidays not worked.
- (b) The minimum period of engagement of a casual employee is three (3) hours.

24. HOURS

- (a) The hours for an ordinary week's work shall be worked either - in a week of five days in shifts of not more than 7 hours and 36 minutes each; or 152 hours per four week period, to be worked as nineteen shifts each of eight hours; or by mutual agreement in a week of four days in shifts of not more than ten hours each; or by mutual agreement, provided that the length of any ordinary shift shall not exceed ten hours. Subject to the roster provisions 80 hours may be worked in any two consecutive weeks, but not more than 50 ordinary hours may be worked in any of such weeks.
  - (i) Where an employee is engaged to work 152 hours per four week period, to be worked as nineteen shifts each of eight hours, the employee shall accrue a credit for each day in which he or she works ordinary hours in excess of the daily average of 7 hours and 36 minutes. The credit is carried forward so that in each monthly cycle an "accrued day off" is paid. Where an employee is working in accordance with an accrued day off (ADO) arrangement, such employee shall be entitled to accrue a maximum of three ADOs, subject to the approval of their Manager. In all other circumstances the ADO shall be rostered and taken within the normal monthly roster cycle.
- (b) With the exception of time occupied in having meals, the work of each shift shall be continuous.
- (c) Shift Work
  - (i) In addition to any other rates prescribed elsewhere in this Agreement, an employee whose rostered hours or ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount as set out at Appendix 1 per rostered period of duty.

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- (ii) Provided that in the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. he or she shall be paid for any such period of duty an amount as set out at Appendix 1, and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty he or she shall be paid for any such period of duty an amount as set out at Appendix 1. Permanently working shall mean working for any period in excess of four consecutive weeks.
  - (iii) Provided further that in the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first he or she shall be paid an amount as set out at Appendix 1 on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.
- (d) Saturday and Sunday work
- (i) Where Saturday or Sunday duties are required to be carried out in excess of the ordinary week's work, such duties shall be paid for at the rate of double time.
  - (ii) All rostered time of ordinary duty performed on a Saturday or on a Sunday shall be paid for at the rate of time and a half.
  - (iii) If the Saturday or Sunday duty involves duty in excess of the prescribed rostered hours, the excess period shall be paid for at the rate of double time for Saturday and Sunday.
- (e) Time off in lieu (PGD only)

An employee, with the consent of the employer, may take time off instead of payment for overtime at a time agreed with the Employer. Overtime taken as time off in lieu will be taken at the ordinary time rate of pay, that is, an hour for each hour worked. The employee can only accumulate to a maximum of three days (full time equivalent). Any balances as at 30 June each year will be paid out at single time rates.

## 25. ROSTERS

- (a) A roster setting out employees' normal working hours, times of commencing duty, time off duty, times of ending duty and times "on call" shall be kept posted or affixed in some conspicuous and readily accessible place. Except in the case

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of sickness or other emergency, the roster shall not be altered without at least seven days' notice being given to the employee affected by such alteration.

- (b) Where an employer requires an employee without seven days' notice and outside the circumstances prescribed in (a) above, to perform duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2-1/2% of the weekly rate of pay for the classification Scientist grade I - 1st year of experience after qualification.

## 26. MEAL INTERVALS AND REST INTERVALS

### (a) Meal intervals

- (i) Except as provided in (ii) or (iii), a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed each employee during each shift. Such meal interval shall not be counted as time worked.
- (ii) Each employee on night duty who is not relieved from duty (and "on call") during the rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.
- (iii) The arrangement set out in (ii) may also be adopted in any case where there is mutual agreement between employer and employee.

### (b) Rest period

At a time suitable to the employer, two rest periods - each of ten minutes duration shall be given to each employee during each eight hour period of duty and shall be counted as time worked.

## 27. OVERTIME

- (a) Subject to clause (a)(i) an employer may require an employee to work reasonable overtime at overtime rates.

- (i) in determining whether additional hours that an employee is required or requested by an employer to work are reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:
- (1) any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;

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- (2) the employee's personal circumstances (including family responsibilities);
  - (3) the operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work the additional hours;
  - (4) any notice given by the employer of the requirement or request that the employee work the additional hours;
  - (5) any notice given by the employer of the requirement or request that the employee work the additional hours;
  - (6) any notice given by the employee of the employee's intention to refuse to work the additional hours;
  - (7) whether any of the additional hours are on a public holiday;
  - (8) the employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the additional hours.
- (ii) Only authorised overtime shall be paid for and the following rates of overtime shall apply:
- (a) in excess of the full-time ordinary hours' work on any one day or 76 hours in a fortnight (or in the case of full-time staff that accrue an ADO, in excess of 80 hours in a fortnight or 152 hours in a 4 week period) - time and a half for the first two hours and double time thereafter.
  - (b) outside a spread of twelve hours from the commencement of the rostered period of duty - double time.
  - (c) except as provided for in (a)(iii) overtime shall be paid for and a Scientist shall not be allowed to take time off in lieu thereof.
- (iii) Part-time Employees

Overtime shall be paid to part-time employees wherever work is performed in addition to the usual full time rostered shift length for that work area or 76 hours in a fortnight. Where full time employees in a particular work area work 8 hours per shift, overtime will be payable where a part-time employee in that same area works beyond 8 hours in

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a shift. Where full time employees work 10 hours per shift, overtime will be payable where a part-time employee works beyond 10 hours.

- (iv) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- (v) An employee who works so much overtime between the termination of his/her previous rostered ordinary hours of duty and the commencement of his/her next succeeding period of duty such that he/she would not have had at least ten consecutive hours off duty between those times, shall, subject to this clause be released after completion of such overtime worked until he/she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (vi) If on the instructions of his or her employer such an employee resumes or continues work without having had such ten consecutive hours off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

28. ON CALL / RECALL

(a) On call allowance

(i) All other employees

(a) An "on call" allowance as set out at Appendix 1 shall be paid to an employee in respect to any 12-hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

(b) The allowance in respect to any other 12-hour period or part thereof or any public holiday or part thereof shall be as set out at Appendix 1.

(b) Recall

(i) In the event of an employee being recalled to duty for any period during an off-duty period such employee shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of two hours' payment for each such recall, at the following rates:

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- (a) Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half.
  - (b) Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time.
- (ii) An employee (other than a casual employee) who works so much recall between midnight and the commencement of his or her next succeeding rostered period of duty that he or she would not have at least ten consecutive hours off duty between those times, shall, subject to this clause, be released after completion of such recall worked until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
  - (iii) If on the instructions of his or her employer such an employee resumes or continues work without having had such ten consecutive hours off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. No employee shall present for duty on a voluntary basis unless he or she has had ten consecutive hours (within the meaning of this clause) off duty.
- (c) In the event of any employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to his or her place of residence the employer shall provide adequate transport free of cost to the employee.
  - (d) No employee shall be permitted to be on call in the 24 hour period prior to any change of shift.

## 29. PUBLIC HOLIDAYS

- (a) An employee shall be entitled to holidays on the following days:
  - (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - (ii) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday, Eight Hours' Day or Labour Day; and
  - (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

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- (b) Holidays in lieu
    - (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
    - (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
    - (iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
  - (c) Where in Victoria, public holidays are declared or prescribed on days other than those set out in (a) and (b), those days shall constitute additional days for the purpose of this Agreement.
  - (d) Substitution of public holidays by agreement
    - (i) Subject to approval of the employer an employee may request to substitute a public holiday listed in Clause (a) (other than Easter Saturday) with a nominated religious holiday. Where a religious holiday is nominated to be a substitute and the employee works on the substituted holiday, s/he will be paid at ordinary time. Applications are to be made at least one month in advance of the given public holiday falling due. Over the period of December / January where equipment is serviced this clause will not apply.
  - (e) Payment for time worked on a public holiday
    - (i) An employee who works (excepting on recall) on any day specified in (a) shall:
      - (1) be paid for the time so worked with a minimum of four hours' wages at the rate of time and a half in addition to the weekly wage prescribed herein; or
      - (2) be entitled to time off amounting to one and a half times the hours worked with a minimum of six hours time off without loss of pay; such time off to be taken at a time mutually convenient to the employer and employee within one month of the day on which the employee worked, provided that where an employee is entitled to a full working day off, such time off work may be added to the employee's annual leave by mutual consent.
    - (ii) Where such holiday occurs on his or her rostered day off, the employee shall be entitled to receive one and a half day's pay in addition to the

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weekly wage or one and a half days off at a time convenient to the employer without loss of pay in lieu thereof.

- (iii) Where an employee is rostered to work on a public holiday and fails to do so, such employee shall not be entitled to holiday pay for the holiday.
- (iv) Where an employee, who is rostered to work on a public holiday, requests and is granted the day off such employee shall not be entitled to holiday pay for the holiday unless the request was made by the employee at least three clear working days prior to the date of such holiday.
- (v) Christmas Day, Boxing Day and New Year's Day
  - (1) Where Christmas Day and/or Boxing Day and/or New Year's Day fall on a Saturday or a Sunday, an employee, other than a casual employee, who works on Christmas Day and/or Boxing Day and/or New Year's Day shall be paid at the rate of time and one half for the time worked with a minimum of four hours wages. If such an employee also works on the Holiday(s) in lieu set out in clause (b), he or she shall be paid at the normal Agreement rate for work on this day or these days.
  - (2) In addition to the benefit provided by clause (v)(1) hereof, an employee who works on Christmas Day and/or Boxing Day and/or New Year's Day shall, for each day so worked, either be allowed a substitute holiday at a time convenient to the employer or receive an extra day's wages at ordinary rates.
  - (3) This clause overrides any other provisions of the Agreement with which it is inconsistent.

### 30. PUBLIC HOLIDAYS – PART TIME EMPLOYEES

- (a) Where a public holiday occurs on a day a part-time employee normally works, but the employee is not required to work, the employee is to be paid for the day (pro-rata) at ordinary rates.
- (b) In determining whether a part-time employee who works a rotating roster is entitled to receive Agreement benefits for a particular public holiday not worked, Melbourne IVF will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters 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 the benefit for that public holiday.

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31. REPLACEMENT OF STAFF ON LEAVE

The employer will make every effort to replace an employee who is absent on long term leave, including long service leave and long term sick leave, with a scientist of the same grade.

32. PROFESSIONAL DEVELOPMENT / CONFERENCE LEAVE

- (a) All scientists will be entitled to a minimum of five days paid leave per year to attend professional development training courses, conferences and the like, provided that:
  - (i) the approval of the Employer must first be obtained to attend such events, having regard to the workload and staffing considerations and the appropriateness of the subject matter.
  - (ii) with respect to participating at conferences, such as the FSA Conference, all registration, travel and accommodation costs will be met by the Employer where;
    - (1) an abstract has been submitted with the approval of the Melbourne IVF Executive or delegate, for the entire duration of the conference; or
    - (2) in the opinion of the Melbourne IVF Executive or delegate , benefit will be obtained from attending a particular segment, for the duration of such segment.

33. SUPERANNUATION

- (a) Occupational Superannuation will be paid in accordance with Occupational Superannuation legislation requirements.
- (b) The Employer agrees to permit employees covered by this Agreement, who elect to do so, to convert a component of their gross salary to superannuation contributions, which shall be treated as an employer contribution to superannuation.
- (c) The SGC superannuation contributions will be calculated on the scientist's ordinary pay, prior to any salary sacrifice into superannuation.
- (d) Employees will have access to First State Super and HESTA. The default fund under this agreement will be First State Super. The Default fund offers a MySuper product.

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34. DISCIPLINARY PROCEDURE

The Employer commits itself to effective and efficient performance management. Wherever appropriate, disciplinary action will only be taken after the performance, conduct or behaviour of an employee has been addressed with that employee.

- (a) Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- (b) If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- (c) In the event that there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- (d) In the event of further performance or conduct issues, then the Employee may be terminated after the matters have been investigated and reasons sought from the Employee.
- (e) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the employee is notified that in the event that there are further performance or conduct issues the employee may be terminated. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.
- (f) During all steps in the Disciplinary Procedure, the Employee has the right to representation of his or her choice, including the HSU. The Employer may be represented by the representative of their choice.
- (g) Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s. Records relating to disciplinary procedures will be removed from the personnel file after a period of two (2) years where no further warning/s arise.
- (h) This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period (6 months) as prescribed in the Fair Work Act 2009.

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35. REDUNDANCY

- (a) 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

- (b) Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) 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 time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

Notice and Severance pay

- (c) In circumstances where the position of an employee is made redundant and no suitable redeployment is available, the following notice and severance payment shall be applicable:
- (i) Payment of four weeks' notice unless the Employee is more than 45 years old in which case five weeks' notice will apply.
- (ii) Two weeks' pay per year of continuous service (as recognised for the purpose of long service leave) to a maximum of 20 weeks' pay; or the severance payable in accordance with the NES, whichever is the greater.

Definitions

- (d) "Week's pay" means the ordinary time rate of pay for the employee concerned.

Employee Leaving During Notice Period

- (e) An employee whose employment is terminated for reasons set out in paragraph (a) 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

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- (f) 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

- (g) 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.
- (h) 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.
- (i) For this purpose a statutory declaration will be sufficient.

#### Employees with Less Than One Year's Continuous Service

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

#### Employees Exempted

- (k) 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.

### 36. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by employer
  - (i) In order to terminate the employment of an employee the employer must give to the employee 4 weeks' notice.
  - (ii) In addition to the notice in (a)(i), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
  - (iii) Payment in lieu of the prescribed notice in (a)(i) and (a)(ii) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

- 
- (iv) 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:
    - (a) the employee's ordinary hours of work (even if not standard hours); and
    - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
    - (c) any other amounts payable under the employee's contract of employment.
  - (v) The period of notice in this clause does not apply:
    - (a) in the case of dismissal for serious misconduct;
    - (b) to employees engaged for a specific period of time or for a specific task or tasks;
    - (c) to seasonal employees;
    - (d) to relieving and locum employees.
  - (b) Notice of termination by an employee
    - (i) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
    - (ii) If an employee fails to give the notice specified in (a)(i) 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 (a)(iv), subject to the requirements of s.324(1)(b) of the Fair Work Act 2009.

### 37. HIGHER QUALIFICATION ALLOWANCES

- (a) Where a Scientist has a higher qualification they shall be paid in addition to the rates prescribed by the Agreement (Schedule 1 refers), the following:

- 
- (i) For M.A.A.C.B., Diploma of Bacteriology, M.Sc., M.App.Sc., M.A.I.P., H.G.S.A.C.C., Graduate Diploma in Health Administration or any other recognised equivalent Degree or Diploma from a tertiary institution or a Member of HGSA, the sum set out at Appendix 1 per week;
  - (ii) For an Honours Degree or equivalent in biological science, the sum set out at Appendix 1 per week.
  - (iii) For F.A.A.C.B., F.A.I.M.L.S., D.Sc., Ph.D., F.A.I.P., F.I.M.L.S. or Member of the Royal College of Pathologists or Fellow of HGSA, the sum set out at Appendix 1 per week.
  - (iv) Provided such allowance shall not be cumulative in the case of multiple higher qualifications. The aforementioned allowances shall not be applicable to Scientists appointed to the positions of Director or Deputy Director of a Department or to the classification Scientist - grade V.
  - (v) Payment of such allowance shall be payable on the first full pay period on or after the date evidence of such qualification is provided by the employee to the employer. Payment of the allowance will depend on the qualifications being verified by the employer.
  - (vi) The allowances are set out in Schedule 1 of this Agreement and are payable to full time employees, and part time employees employed prior to the date this Agreement came into operation.
  - (vii) The allowances, as set out in Schedule 1, are to be paid on a pro-rata basis for part time employees employed on or after the date this Agreement comes into operation.

### 38. EXAMINATION LEAVE

- (a) An employee shall be granted leave with full wages in order to attend examinations necessary to obtain a higher qualification in this Agreement. Provided that such examinations are held within the Commonwealth of Australia.
- (b) The amount of such leave shall be sufficient to allow the employee:
  - (i) three clear days prior to the oral examination and either three clear days or three single days prior to the written papers with a maximum of six days pre-examination study leave in any calendar year;

- 
- (c) Any leave granted under the provision of this clause shall be in addition to the provisions of Annual leave.

#### 39. TRAVELLING TRANSPORT AND FARES

- (a) An employee who is recalled to work outside the normal working hours (provided such work is not continuous with a rostered period of duty) and who uses his or her vehicle for transport to a place of work will be paid an allowance in accordance with the per kilometre rate of the RACV rates as published from time to time.
- (b) Any employee so recalled who does not use his or her vehicle shall be provided, at the expense of the employer, with a hire car or taxi, for the inward and return journeys.
- (c) Should any employee be required to use his or her vehicle during normal working hours on employer business, the employee shall receive such allowance for mileage as is granted in (a).
- (d) An employee on rostered shifts who is required to use public transport to journey to or from work between 9.00 p.m. and 7.00 a.m. shall be provided with transport (taxi or hire car) if no public transport is available for the inward and/or outward journey. The employer shall be responsible for the payment of such transport.
- (e) Scientists required to travel to another location to work shall be reimbursed for all additional costs incurred.

#### 40. ACCIDENT PAY

- (a) An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.
- (b) Definitions

For the purposes of this clause, the following definitions shall apply:

- (i) Act means the *Accident Compensation Act (Victoria) 1985* as amended from time to time.
- (ii) Injury means any physical or mental injury within the meaning of the Act, and no injury shall give rise to an entitlement to accident pay under this clause unless an entitlement exists under the Act.
- (iii) Accident pay means:

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(a) Total incapacity

Where an employee is or is determined to be totally incapacitated within the meaning of the Act, the term accident pay means a weekly payment of an amount representing the difference between:

- (1) the total amount of compensation, including allowances, paid to the employee during the period of incapacity under the Act for the week; and
- (2) the total weekly Agreement rate, as varied from time to time, and any over Agreement payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the employer shall not be taken into account.

(b) Partial incapacity

Where an employee is partially incapacitated within the meaning of the Act, the term **accident pay** means a weekly payment of amount representing the difference between:

- (1) the total amount of compensation paid to the employee during the period of incapacity under the Act for the week together with the average weekly amount they are earning.
- (2) the total weekly Agreement rate, as varied from time to time, and any weekly over Agreement payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that:
  - (a) in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the employer shall not be taken into account.

(c) Payment for part of a week

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Where an employee is incapacitated, either totally or partially, for part of a week, such an employee shall receive pro rata accident pay for that part of the week.

(d) Qualifications for payment

Subject to the terms of this clause, an employee covered by this Agreement shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Act, be paid accident pay by their employer who is liable to pay compensation under the Act, which liability may be discharged by another person on behalf of the employer, provided that:

- (i) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to (d)(iii) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- (ii) Accident pay shall only be payable to an employee whilst that employee remains in the employment of the employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an employee who is partially incapacitated cannot obtain suitable employment from their employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.
  - (a) Provided further that in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.
  - (b) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the employer of the continuing payment of weekly payments of compensation.
- (iii) Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive compensation for that disease shall receive accident pay from the first day of incapacity.

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(iv) In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

(v) On engagement, an employee may be required to declare all workers compensation and/or accident claims made under the Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this Agreement.

(e) Maximum period of payment

The maximum period or aggregate period of accident pay to be made by the employer shall be a total of 39 weeks for any one injury as defined in (b)(ii).

(f) Absences on other than paid leave

An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with the appropriate Agreement provisions.

(g) Notice of injury

Following an injury for which they claim to be entitled to receive accident pay, an employee shall give notice in writing of the injury to their employer as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

(h) Medical examination

(i) In order to receive an entitlement to accident pay an employee shall meet the requirements of the Act for attending medical examinations.

(ii) Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the employer, and is refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

(i) Cessation or redemption of weekly payments

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Where there is a cessation or redemption of weekly compensation payments under the Act, the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

(j) Civil damages

(i) An employee receiving or who has received accident pay shall advise their employer of any action they may institute or any claim they make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

(ii) Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the employers liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(iii) Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which he or she has received accident pay, the employers liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(k) Insurance against liability

Nothing in this Agreement shall require an employer to insure against liability for accident pay.

(l) Variations in compensation rates

Any changes in compensation rates under this Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(m) Death of an employee

All rights to accident pay shall cease on the death of an employee.

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(n) Commencement

This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after 3 March 1975.

41. UNIFORMS AND CLOTHING

- (a) The employer shall make available at the employer's expense an adequate number of suitable laboratory coats for each employee employed in a laboratory. Such coats shall remain the property of the employer and shall be laundered free of cost to the employee.
- (b) Where an employee in the course of his or her employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the employer shall be liable for the replacement, repair or cleaning of such clothing or personal effects, provided that immediate notification is given of such damage or soiling. This clause shall not apply in the case where the damage or soiling is occasioned by the negligence of the employee.

42. VOLUNTEER SERVICES LEAVE

Employees who are members of the CFA, SES or similar organisations may be released from duty to attend emergency situations requiring the services of the relevant organisation and its members. Such release from duty will be unpaid. Provided that MIVF may refuse time release where an employee's absence will adversely impact on the capacity of MIVF to maintain patient/client services.

43. PARKING REIMBURSEMENT

Where an employee is required by the Employer within a rostered shift to use their own vehicle to travel from one site to another and incurs a parking fee, such employee shall be reimbursed the parking fee on presentation of relevant receipts to the Employer.

This clause shall not apply to Scientists in receipt of a parking allowance in accordance with clause 47 of this Agreement, where the Scientist is engaged to work at the Melbourne IVF location and is required to commence duty at the Women's Hospital site or the Scientist is engaged to work at the Women's Hospital site and is required to commence duty at the Melbourne IVF location.

44. FLEXIBILITY ARRANGEMENT

- (a) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (i) the agreement deals with 1 or more of the following matters:

- 
- (1) arrangements about when work is performed;
      - (2) overtime rates;
      - (3) penalty rates;
      - (4) allowances;
      - (5) leave loading; and
    - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
    - (iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
  - (b) The employer must ensure that the terms of the individual flexibility arrangement:
    - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
    - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
    - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
  - (c) The employer must ensure that the individual flexibility arrangement:
    - (i) is in writing; and
    - (ii) includes the name of the employer and employee; and
    - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
    - (iv) includes details of:
      - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
      - (2) how the arrangement will vary the effect of the terms; and
      - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (v) states the day on which the arrangement commences.
  - (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
  - (e) The employer or employee may terminate the individual flexibility arrangement:
    - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
    - (ii) if the employer and employee agree in writing — at any time.

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45. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/seminars shall be as follows:
  - (i) To a maximum of 3 days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at union conferences, meetings and courses provided that:
    - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
    - (2) that two weeks period of notice is provided to the employer;
    - (3) the approval of leave must have regard to the operational requirements of the employer;
    - (4) this leave shall be paid at the ordinary time rate of pay.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

46. APPROPRIATE STAFFING

The Employer is committed to ensuring that staffing levels are appropriate thereby ensuring the delivery of quality patient care and keeping within best practice principles.

47. PARKING ALLOWANCE

- (a) The parking allowance is \$29.63 per week. This allowance will be adjusted in accordance with Schedule 1.

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I am authorised to sign this Agreement on behalf of MELBOURNE IVF



Andrew Othen  
Managing Director

Address: 344 VIC Parade + Suite 10/320 VIC Parade  
East Melbourne, VIC 3002

Date  
14/03/2016

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I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of HSU No. 4 Branch

  
\_\_\_\_\_  
SIGNATURE

*Paul Elliott - Branch Secretary*  
\_\_\_\_\_  
PRINT NAME AND TITLE

Address: *62 Fygon St  
Carlton VIC*

Date *11 March 2016*

48. SCHEDULE 1 – WAGES

Class	Level	FFPPOA 1.1.16 p/ week (3%)	FFPPOA 1.1.17 p/week (2.9%)	FFPPOA 1.1.18 p/week (2.75%)
Graduate Scientist (Grade 1)	1	1109.02	1141.74	1173.14
	2	1190.01	1225.12	1258.81
	3	1290.08	1328.13	1364.66
	4	1379.73	1420.43	1459.49
	5	1447.71	1490.41	1531.40
	6	1521.38	1566.26	1609.34
	7	1592.86	1639.85	1684.95
Scientist (Grade 2)	1	1601.65	1648.90	1694.24
	2	1608.10	1655.54	1701.06
	3	1687.35	1737.12	1784.89
	4	1859.33	1914.18	1966.82
Senior Scientist (Grade 3)	1	1896.85	1952.81	2006.51
	2	1963.06	2020.97	2076.54
	3	2015.45	2074.91	2131.97
	4	2147.02	2210.36	2271.15
Scientist (Grade 4)	1	2199.05	2263.92	2326.18
	2	2219.65	2285.13	2347.97
	3	2240.25	2306.34	2369.76
	4	2260.85	2327.55	2391.55
	5	2281.45	2348.75	2413.34

Allowances	Current	FFPPOA 1.1.16 (3%)	FFPPOA 1.1.17 (2.9%)	FFPPOA 1.1.18 (2.75%)
<b>Higher Qualification Allowance (Clause 37 refers.)</b>				
Grad Certificate	46.70	48.10	49.52	50.88
Grad Diploma	75.88	78.16	80.46	82.67
MSc, etc	87.54	90.17	92.83	95.38
PhD, etc	116.73	120.23	123.78	127.18
Sole allowance	50.13	51.63	53.16	54.62
<b>Shift (Clause 24(c) refers)</b>				
Early or Late shift	25.05	25.80	26.56	27.29
Night shift	76.35	78.64	80.96	83.19
Perm night shift	84.35	86.88	89.44	91.90
Change of shift	40.10	41.30	42.52	43.69
Change of roster	25.05	25.80	26.56	27.29
<b>On-call (Clause 28 refers)</b>				
On call	26.88	27.69	28.50	29.29
On call on PH	53.81	55.42	57.06	58.63
Parking Allowance Per Week (Clause 47 refers.)	29.63	30.52	31.42	32.28

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## APPENDIX 1 – CLASSIFICATION STRUCTURE

**Scientist** means a person (however titled):

- 1.1.1 who holds a Bachelor of Applied Science, Bachelor of Biomedical Science or Bachelor of Science or equivalent where 'equivalent' includes a degree awarded by an overseas tertiary institution which is recognised by the National Office of Overseas Skills Recognition as such; or
- 1.1.2 who holds a post-graduate degree in science or applied science; or
- 1.1.3 who has completed the requirements of an undergraduate or post graduate academic qualification acceptable for graduate membership of the Australian Institute of Medical Scientists, or who has completed the requirements of an undergraduate or post graduate academic qualification acceptable for membership of the Australasian Association of Clinical Biochemists or the Australian Association for Microbiology; or is eligible for ordinary membership of the Human Genetics Society of Australasia

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### **Graduate Scientist Grade 1 Level 1-7** **Clinical Technologist Level 1 -7**

All experience as a Scientist after graduation counts in determining the year level of a Grade 1 scientist  
Responsibilities\*:

- Validation and releasing of results of basic procedures
- Communication of basic results to requesting physicians by telephone and/or electronically
- Managing or assisting with specimen reception
- basic housekeeping in the laboratory including ordering and storage of consumables and reagents
- Maintenance of consumables inventory
- Experienced Scientists Grade 1 can assist in the training of entry level Grade 1 scientists

Competencies\*\*:

- Proficiency in basic procedures
- Understanding of QA framework
- Understanding of regulatory environment in which the laboratory operates
- Understanding of laboratory OH&S

Training in all basic procedures will be available to Grade 1 Scientists and Clinical Technologists

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### **Scientist Grade 2** **Level 1 - 4**

Is a Scientist appointed to this grade and/or who is employed on work which requires special knowledge or depth of experience

Responsibilities\*:

- Validation and releasing of results of advanced procedures
- Make significant contributions to process/outcomes improvements where relevant
- Training of Grade 1 scientists in all basic laboratory procedures and maintaining training records
- communicating with requesting physicians in relation to complex array of results and recommendations

- 
- communicating with patients
  - troubleshooting of instrumentation and equipment problems related to basic procedures
  - arranging servicing and maintenance of instrumentation
  - assisting in the administration of one or more clinical trials

Competencies\*\*:

In addition to the competencies of a Grade 1 scientist, Grade 2 scientists will be required to be competent in advanced procedures.

Training in advanced procedures will be available to Grade 2 Scientists

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**Senior Scientist Grade 3**

**Level 1 – 4**

Is a Scientist appointed to this grade and/or who

- (a) is engaged on specialised scientific work or work of a research or developmental nature; and/or
- (b) Is a clinical trials scientist (however titled) who may be responsible for the day to day administration and coordination of one or more clinical trials and is responsible to the Clinical Trials Supervisor (however titled). The parameters of this position may include some of the following:
  - responsible for implementation of policy, protocols and procedures including record keeping;
  - Statistical analysis;
  - assist in the preparation of quotes, tenders or budgets, grant applications, and/or submissions to ethics committees;
  - contribute to business strategy and development;
  - liaison with internal and external customers;
  - assist in setting up laboratory protocols to meet clinical trial requirements;
  - liaison with relevant staff to ensure that correct laboratory procedures are followed, sample and results integrity are maintained;

Responsibilities\*:

- Rostering of staff
- Evaluation of equipment/instrumentation
- Evaluation of proposed new procedures
- Creation and modification of work instructions/procedure manuals
- Training of scientists in basic and advanced procedures
- Resolution/troubleshooting of technical matters

- 
- Assist supervisor in Performance Review of Grade 1 and Grade 2 scientists and monitoring of performance
  - Assist in establishing and maintaining laboratory protocols and/or procedure manuals
  - Preparation of reports of laboratory performance indicators

Competencies\*\*:

In addition to the competencies of a Grade 2 scientist, Grade 3 scientists will be required to be competent in all advanced procedures and able to demonstrate these competencies. Grade 3 scientists are expected to make significant contributions to the improvement of laboratory processes.

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**Scientist Grade 4**

**Level 1 - 5**

Is a Scientist appointed to this grade and/or who

- (a) Is a scientist engaged on work requiring advanced and specialised professional knowledge and experience; and/or
- (b) Is a Scientist who responsible for the supervision of the scientific work of a laboratory. This may be together with others;

Responsibilities\*:

- Supervision of the operation of a laboratory, whether wholly or together with others
- Delegates responsibilities to scientists
- Sign off on training records and competencies of scientists
- Performance reviews of Grade 1, Grade 2 and Grade 3 scientists
- Ensuring scientific and technical staffing levels and skills match caseloads
- Ensuring competencies of scientists and that training schedules are maintained and documented
- Overall responsibility for maintaining the quality of testing and the accuracy of reports provided to medical practitioners
- Responsibility for establishing and maintaining laboratory protocols and/or procedure manuals
- responsible for implementation of policy, protocols and procedures including record keeping
- liaison with relevant staff to ensure that correct laboratory procedures are followed, sample and results integrity are maintained
- participation in preparation for accreditation and monitoring compliance to regulatory requirements
- Monitors laboratory performance against internal and external benchmarks

and/or

- (c) Is a Clinical Trials Supervisor (however titled) responsible for the overall supervision and operation of clinical trials The parameters of this position may include some of the following;
  - development, writing and introduction of policy, procedures and protocols
  - supervision of one or more research projects

- 
- Compliance with national (NH&MRC) standards and directives of Research Ethics Committees.
  - project management
  - obtaining and/or acquitting funding
  - preparing and processing contracts or laboratory service agreements
  - preparing quotes and tenders for services for commercial and non-commercial clinical trials
  - development of record and/or data management systems for clinical trials
  - supervision of other scientists involved in clinical trials co-ordination
  - coordination of submissions to ethics committees

*\* Sets out responsibilities at each grade that management may require the scientist to perform.*

*\*\* To be competent at each grade stated the scientist will be able to perform the required procedures without supervision having being trained in the relevant procedures*

**FAIR WORK COMMISSION**

**MATTER NO: AG2016/ 2537**

**UNDERTAKINGS**

- (1) For clarity, clause 29(e)(iii) applies in circumstances where an employee is:
  - rostered to work a public holiday in accordance with s.114 of the *Fair Work Act 2009*; and
  - fails to attend for the rostered shift without lawful reason; thereby constituting an unauthorised absence on a public holiday.
- (2) Clause 29(e)(iv) shall have no operative effect and will not apply under this Agreement.



Andrew Othen  
Managing Director