



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Alwyn Holdings Pty Ltd T/A Alwyn Rehabilitation Hospital
(AG2020/238)

ALWYN REHABILITATION HOSPITAL, NSWNMA AND ANMF NSW BRANCH ENTERPRISE AGREEMENT 2019 TO 2022

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 17 FEBRUARY 2020

Application for approval of the Alwyn Rehabilitation Hospital, NSWNMA and ANMF NSW Branch Enterprise Agreement 2019 to 2022.

[1] An application has been made for approval of an enterprise agreement known as the *Alwyn Rehabilitation Hospital, NSWNMA and ANMF NSW Branch Enterprise Agreement 2019 to 2022 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 24 February 2020. The nominal expiry date of the Agreement is 1 December 2022.



DEPUTY PRESIDENT

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**ALWYN REHABILITATION HOSPITAL,
NSWNMA and ANMF NSW BRANCH
ENTERPRISE AGREEMENT 2019 to 2022**

1. Arrangement

Clause	Page Number
1. Arrangement.....	2
2. Title	3
3. Parties	3
4. Duration	3
5. Definitions.....	3
6. Hours of Work and Free Time of Employees other than Directors of Nursing.....	7
7. Hours of Work and Free Time of Directors of Nursing	10
8. Banking of Hours.....	11
9. Rosters	11
10. Salary and Allowance Increases.....	12
11. Recognition of Service and Experience.....	13
12. Special Allowances.....	13
13. Penalty Rates for Shift Work and Weekend Work.....	14
14. Fares and Expenses.....	15
15. Vaccination of Nurses	15
16. Uniform and Laundry Allowances.....	15
17. Higher Grade Duty	16
18. Overtime	16
19. Payment and Particulars of Salaries	19
20. Registration or Enrolment Pending	20
21. Part-Time Employees.....	20
22. Casual Employees	21
23. Public Holidays.....	23
24. Annual Leave.....	25
25. Long Service Leave.....	30
26. Compassionate Leave	32
27. Personal/Carer's Leave	33
28. Parental Leave	36
29. Ceremonial leave	36
30. Leave to deal with Family and Domestic Violence	36
31. Community Service Leave.....	38
32. Staff Amenities.....	39
33. Escort Duty.....	39
34. Professional Development.....	39
35. Training	40
36. Attendance at Fire Safety and Emergency Training	40
37. Domestic Work	41
38. Labour Flexibility.....	41
39. Termination of Employment.....	41
40. Resolution of Disputes.....	43
41. Anti-Discrimination.....	44
42. Requests for Flexible Working Arrangements	44

43.	Superannuation	45
44.	Consultation.....	46
45.	Redundancy	48
46.	The NES	51
47.	Agreement Flexibility.....	51
48.	Access to Copies of this Agreement and the NES.....	52
49.	Workload Management.....	52
	Table 1 – Salaries	54
	Table 2 – Other Rates and Allowances	56

2. Title

This Agreement is the Alwyn Rehabilitation Hospital, NSWNMA and ANMF NSW Branch Enterprise Agreement 2019 to 2022 (“this Agreement”).

3. Parties

This Agreement will be binding on:

- 3.1 Alwyn Holdings Pty Ltd (A.B.N 38 000 479 434) trading as Alwyn Rehabilitation Hospital of 1 Emu Street Strathfield NSW 2135.
- 3.2 The Australian Nursing & Midwifery Federation NSW Branch (ANMF NSW Branch) (ABN 85 726 054 782, NSW Branch of the ANMF (ABN 41 816 898 298) located at 50 O’Dea Ave, Waterloo, NSW 2017; and
- 3.3 Nursing employees employed by Alwyn Rehabilitation Hospital in classifications listed in Table 1 – Salaries.

4. Duration

- 4.1 This Agreement will commence seven days after it is approved by the Fair Work Commission and shall remain in force until 1 December 2022.
- 4.2 The parties will commence negotiations on a successor for this Agreement at least three months before its nominal expiry date.

5. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

“Act” means the *Fair Work Act 2009 (as amended)*.

“Alwyn Rehabilitation Hospital” is the trading name for Alwyn Holding Pty Ltd and where referred to in this Agreement is a reference to Alwyn Holdings Pty Ltd.

“Assistant in Nursing” means a person, other than a Registered Nurse, or Enrolled Nurse, who is employed in nursing duties in a hospital. An Assistant in Nursing with a relevant Certificate III qualification will commence at the year 2 rate of pay where they have less than a year of experience.

“Average Occupied Beds” means calculating the adjusted daily average of occupied beds of a hospital. In the calculation 700 outpatients per annum shall count as one occupied bed. The average shall be taken

for the twelve months ended on the 30 June in each and every year and such average shall relate to the salary of the succeeding year.

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean the Australian Health Practitioner Regulation Agency.

"Clinical Nurse Consultant" means a Registered Nurse appointed as such to the position of, who has had at least five years post-basic registration experience and who has in addition approved post-basic nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by Alwyn Rehabilitation Hospital.

"Clinical Nurse Educator" means a Registered Nurse with relevant post registration certificate qualifications or experience deemed appropriate by Alwyn Rehabilitation Hospital, who is required to implement and evaluate educational programmes at the ward/unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in the ward/unit level only.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the Hospital to provide the educational programmes detailed above.

Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

"Clinical Nurse Specialist" means a Registered Nurse with relevant post-basic qualifications and 12 months' experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years' post-basic registration experience, including three years' experience in the relevant specialist field and who satisfies the local criteria.

"Day Worker" means a worker who works their ordinary hours between 6.00 am and 6.00 pm Monday to Friday.

"Director of Nursing" is a Registered Nurse who is appointed by Alwyn Rehabilitation Hospital in accordance with the Private Health Facilities Act 2007 (or its successor) as the person in charge of the hospital. There shall be only one person in each hospital entitled to be classified as Director of Nursing or whatever title the Senior Nursing Administrator is known at the hospital.

"Enrolled Nurse" means a nurse registered with the Board as an Enrolled Nurse and is authorised to administer medications. An Enrolled Nurse may be required to provide support and supervision to Assistants in Nursing and to others providing care, such as EN students.

"Enrolled Nurse with Notation" means an Enrolled Nurse registered with the Board who has a notation on their registration stating that they do not hold Board-approved qualifications in administration of medications.

"Experience" in relation to an Enrolled Nurse, or assistant in nursing means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an Enrolled Nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse.

For the purpose of determining the year of experience for part-time or casual employment, a year of experience shall be 1976 hours of employment.

"FWC" means the Fair Work Commission.

“Immediate Family” means:

- (a) a spouse, a former spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or a former spouse or de facto partner of the employee.
 - (i) Where a de facto partner is a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner.
 - (ii) Where a child includes: an adult child; an adopted child; a step child; a foster child or an ex-nuptial child.
 - (iii) Where a parent includes: a foster parent or a legal guardian.

“NES” means the National Employment Standards, as varied from time to time.

"Nurse Educator" means a Registered Nurse with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by Alwyn Rehabilitation Hospital who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a hospital or group of hospitals. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, new graduate orientation, post registration Enrolled Nurses courses and where applicable general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualification in education or tertiary postgraduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as the sole nurse educator for the hospital shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators' shall be on completion of 12 months' satisfactory service subject that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months' satisfactory full-time service.

"Nursing Manager" means a Registered Nurse in charge of a ward or unit or group of wards or units in a hospital, and may be known by a local designation including Clinical Care Manager. Her or his duties and responsibilities include:

- (a) **“Nurse Manager Level 1”**
 - (i) Co-ordination of Patient Services
 - Liaison with all health care disciplines for the provision of services to meet patient needs.
 - The orchestration of services to meet patient needs after discharge.
 - Monitoring catering and transport services.
 - (ii) Unit Management
 - Implementation of hospital policy.
 - Dissemination of information to all personnel.
 - Ensuring environmental safety.

- Monitoring the use and maintenance of equipment.
 - Monitoring the supply and use of stock and supplies.
 - Monitoring cleaning services.
- (iii) Nursing Staff Management
- Direction, co-ordination and supervision of nursing activities.
 - Training, appraisal and counselling of nursing staff.
 - Rostering and/or allocation of nursing staff.
 - Development and/or implementation of new nursing practice according to patient need.
- (b) **"Nursing Manager Level 2"** whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Manager Level 1.
- (c) **"Nursing Manager Level 3"** whose responsibilities in relation to patient services ward or unit management and staff are in excess of those of a Nursing Manager Level 2.

"Ordinary pay" of an employee includes in addition to the basic rate of pay, any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties.

"Quality Manager" means a Registered Nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement a facility wide Quality Management Plan by promoting a culture of quality throughout the organisation.

"Registered Nurse" means a person registered by the Board as a Registered Nurse.

"Senior Nurse Educator" means a Registered Nurse with a post registration certificate or appropriate qualifications, who has, or is working towards recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education appointed to a position of Senior Nurse Educator.

A Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning, co-ordination, delivery, and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, new graduate orientation, post registration Enrolled Nurses courses and where applicable general staff development courses either on a hospital or group of hospitals basis.

Incremental progression shall be on completion of 12 months' satisfactory service.

"Service" for the purpose of Clause 11 Recognition of Service and Experience, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a Registered Nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

To the foregoing shall be added any actual periods on and from January 1971 during which a Registered Nurse undertook a post-basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Health Administration Corporation of New South Wales, or is one of the following certificate or diploma courses:

- Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.
- Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.
- Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.
- Certificate in Ward Management - NSW College of Nursing.

Provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Agreement shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

For the purpose of determining the year of service for part-time or casual employment a year of service shall be 1976 hours of employment. Only paid leave shall be counted as service.

"Shift Worker" means a worker who is not a day worker as defined.

"Union" means the Australian Nursing & Midwifery Federation (ANMF), of which New South Wales is a Branch (ANMF NSW Branch). The NSWNMA is the commonly recognised reference in NSW.

"Workplace Representative" means a person(s) nominated by an employee or employees to represent them in accordance with the provisions of this Agreement. A Workplace Representative may include the Union.

6. Hours of Work and Free Time of Employees other than Directors of Nursing

6.1 The ordinary hours of work for full-time employees, other than the Director of Nursing, exclusive of meal times, shall be 38 hours per week, 76 hours per fortnight, or 152 hours per 28 calendar days.

6.2 (a) The hours of work prescribed in subclauses 6.1 shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours or work on more than nineteen days in the cycle.

(b) Notwithstanding the provision of subclause 6.2(a), employees may, with the agreement of Alwyn Rehabilitation Hospital, work shifts of less than 8 hours each over 20 days in each cycle of 28 days.

(c) Provided that on the occasion of an employee's written request, and with the consent of Alwyn Rehabilitation Hospital, a 9.5 day fortnight may be worked instead of the 19-day month or

(d) the 38 hours per week, may be arranged in order that an employee shall not be required to work his/her ordinary hours in more than five days in one week or 10 days in one fortnight.

(e) A 12-hour shift system may be introduced in accordance with clause 6.15

6.3 The shift length for ordinary hours of work per day, exclusive of meal breaks, will be a maximum of 10 hours on a day shift or 11 hours on a night shift.

6.4 Additional Day Off (ADO)

An ADO system of work, for full-time employees, will operate as follows:

(a) Alwyn Rehabilitation Hospital is to decide when employees take their ADO's. Where necessary Alwyn Rehabilitation Hospital must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision;

(b) Where practicable, ADO's shall be consecutive with RDO's;

(c) Once set, the ADO's may not be changed except in accordance with the provisions of Clause 9 Rosters;

(d) Where Alwyn Rehabilitation Hospital has decided that ADOs can be accumulated, ADOs may be accumulated up to a maximum of six in any one year. By mutual agreement this may be extended to no more than 12 days at any one time. Where the employee wants

to accumulate more than 6 ADO's the employee must apply and Alwyn Rehabilitation Hospital will not unreasonably decline the request. Where ADO's are accumulated, they may be taken in conjunction with the employee's annual leave, or as otherwise agreed;

- (e) An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.
- (f) Credit of time towards an ADO shall not accrue when an employee is absent in accordance with subclauses 24.2(b)(i) and 24.2(c)(i). Employees entitled to an ADO shall accrue credit towards an ADO in respect of each day those employees are absent on days which have been added to be taken in conjunction with annual leave in accordance with provisions of subclause 23.7 and the election provisions of subclause 23.6.

6.5 Rostered Days Off (RDO)

- (a) Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle.
- (b) No duties shall be performed by the employee on these RDO's except for overtime.
- (c) Where practicable, RDO's shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time.
- (d) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

6.6 An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

6.7 An employee shall not work more than 7 consecutive shifts unless the employee so requests and the Director of Nursing agrees.

6.8 An employee shall not work more than two (2) quick shifts in any period of 7 days. A quick shift is an evening shift which is followed by a morning shift.

6.9 The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

6.10 Meal Breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) Alwyn Rehabilitation Hospital may not require an employee to take a meal break where the employee works for 5 hours or less.
- (c) By agreement of an individual employee, an employee who works shifts of six hours or less may forfeit the meal break.

6.11 Tea Breaks

- (a) Every employee will be entitled to a paid 10-minute tea break (in addition to meal breaks) in each four hours worked.
- (b) Where an employee requests and the Alwyn Rehabilitation Hospital agrees, such intervals may alternatively be taken:
 - (i) where the employee is entitled to 2 tea breaks, as one twenty-minute interval, or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time; or

- (ii) where the employee is entitled to one tea break the employee may, in place of taking the break, proceed off duty 10 minutes before the completion of the normal shift finishing time. Such interval shall count as working time.
- 6.12 Subclauses 6.10 and 6.11 shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- 6.13 An employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the twenty hours immediately preceding the commencement of the changed day.
- 6.14 On Call
 - (a) Employees may be required to remain on call except when on leave or on a day before entering upon leave. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call)
 - (b) No employee shall be required to remain on call when on a rostered day off or on completion of the shift on the day preceding a rostered day off except in special circumstances where it is necessary for Alwyn Rehabilitation Hospital to place staff on call during such time in order to ensure the provision of services.
 - (c) Employees on call will be paid the relevant allowance in Clause 12, Special Allowances.
- 6.15 The following criteria shall apply to the introduction of 12-hour shifts:
 - (a) 12-hour shifts will only be introduced in units where there has been full consultation with the staff affected and a majority of the staff affected agree to the introduction of the proposed 12-hour shift system;
 - (b) any employee who does not wish to work under the 12-hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;
 - (c) the span of hours must not exceed 12.5 hours;
 - (d) there must be a maximum of three consecutive night shifts which include one or more 12-hour shifts;
 - (e) there must be a minimum break of 11.5 hours rostered between each 12-hour shift;
 - (f) employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks employees must be allowed three 10-minute paid tea breaks. These may be taken as three breaks or combined by agreement (for example: as one 20 minute break and one ten minute break);
 - (g) Alwyn Rehabilitation Hospital must notify the employees, and if requested by the employee any nominated employee representative, which may be a union representative, of the implementation of the 12 hour shifts at least one month prior to commencing the new arrangements. The details of that notification must indicate the number of staff involved, the section of the hospital involved, and the provisions in this Agreement which need to be overridden;
 - (h) there must be an evaluation process at the completion of the first 12 months, or sooner if Alwyn Rehabilitation Hospital and affected employees agree. The evaluation process must involve representatives of employees and Alwyn Rehabilitation Hospital. Aspects which are to be considered in the evaluation process are to include workplace health and safety data, personal leave patterns and the frequency of overtime;

- (i) the employees and if requested by the employee any nominated employee representative which may be a union representative are to be notified of the outcome of the evaluation process; and
- (j) nothing contained in this subclause shall prevent an individual employee and Alwyn Rehabilitation Hospital reaching mutual agreement to that individual working 12-hour shifts.

6.16 Reasonable Additional Hours

- (a) All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. All hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause. From time to time, full-time employees may be required to work reasonable additional hours. Part-time employees may be asked, but not required, to work reasonable additional hours. All additional hours worked will be paid in accordance with this Agreement.
- (b) An employee may not be required to, and may refuse to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to section 62 of the Act):
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by Alwyn Rehabilitation Hospital of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the Health industry, or the part of the industry, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the additional hours are in accordance with averaging terms included in this Agreement;
 - (x) any other relevant matter.

6.17 Where an employee is required to change into a uniform or a specified type of garment at Alwyn Rehabilitation Hospital, they shall be allowed ten minutes for such a purpose and such time shall be counted as working time and paid as such.

7. Hours of Work and Free Time of Directors of Nursing

This clause does not apply to part-time employees.

7.1 The ordinary hours of work for the Director of Nursing shall be an average of 38 hours per week.

7.2 A Director of Nursing shall be free from duty for not less than 9 days in each 28 consecutive days and such days free from duty may be taken in one or more periods.

- 7.3 If any of the days mentioned in subclause 7.2 cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- 7.4 A Director of Nursing shall, where practicable, inform Alwyn Rehabilitation Hospital giving not less than seven days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of Alwyn Rehabilitation Hospital, and such approval shall not be unreasonably withheld.

8. Banking of Hours

- 8.1 A full-time or part-time employee may, by agreement made daily, weekly or fortnightly with their Nurse Manager or DON:
- (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing under subclause 8.1(a).
- 8.2 An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.
- 8.3 An employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- 8.4 Time debited or credited under these arrangements shall all be at ordinary time, i.e. an hour for an hour.
- 8.5 An employee may not have more than 76 hours in debit or credit at any point in time.
- 8.6 Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.
- 8.7 The hospital must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.
- 8.8 On termination of employment Alwyn Rehabilitation Hospital must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
- 8.9 Either party shall have the right to terminate an agreement under this clause with two weeks' notice.

9. Rosters

- 9.1 The ordinary hours of work for each employee, other than the Director of Nursing and casual employees, shall be displayed on a roster in a place conveniently accessible to employees.
- 9.2 The roster shall be displayed where practicable at least two weeks prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster. Provided that in the case of a permanent part-time employee whose hours are balanced over 4 weeks, the roster shall be displayed where practicable, at least 4 weeks prior to the commencing date of the first working period in the roster but in any event not less than one week prior, to the commencing date of the first working period in the roster.

- 9.3 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from work pursuant to clauses: 26 – Compassionate Leave; 27 – Personal/carers' leave; 29 – Ceremonial leave; and 30 – Leave to deal with Family and Domestic Violence; or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- 9.4 Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- 9.5 An employee may change their roster at short notice, with the agreement of their Nurse Manager or Director of Nursing for any reasonable ground.
- 9.6 Alwyn Rehabilitation Hospital may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- 9.7 Where an employee is entitled to an ADO, such day is to be shown on the roster of hours for that employee.
- 9.8 All rosters shall be retained for at least six years.

10. Salary and Allowance Increases

- 10.1 The minimum salaries shall be as set out in Table 1 – Salaries. The parties have agreed that the following wage increases, set out as hourly rates, will apply:
- (a) 2.5% from the first pay period to commence on or after 11 February 2018;
 - (b) 2.5% from the first pay period to commence on or after 11 February 2019;
 - (c) 2.5% from the first pay period to commence on or after 11 February 2020;
 - (d) 2.5% from the first pay period to commence on or after 11 February 2021; and
 - (e) 2.5% from the first pay period to commence on or after 11 February 2022.
- 10.2 The allowances as set out in Table 2 – Other Rates and Allowances shall be paid. The parties have agreed to the increases as set out in Table 2.
- 10.3 Where an employee receives a rate of pay in excess of the rates set out in Table 1, the employee will maintain their above Agreement wage and will not be disadvantaged.
- 10.4 An Enrolled Nurse with Notation who is subsequently qualified to administer medication, will be classified and paid as an Enrolled Nurse from the commencement of the first full pay period following the completion of an appropriate course, which is approved by the Health Practitioner Regulation National law. From that pay period they shall be paid on a pay point within the Enrolled Nurse classification scale which is higher than the salary they were receiving as an Enrolled Nurse with Notation immediately before they qualified to administer medication.
- 10.5 In relation to the salaries of a Director of Nursing, "beds" means adjusted daily average of occupied beds.
- 10.6 The wage increase specified above are inclusive of any wage increases; determination or award of the FWC or any other authorised tribunal or commission made during the period of this Agreement. Any increase in the Award rates of pay shall be absorbed into the wage rates paid under this Agreement. Should the application of any increase awarded by the FWC result in rates

applicable to the employees that are greater than those applying in this Agreement, those rates will be applied in lieu of the above increases from the date specified by FWC.

11. Recognition of Service and Experience

- 11.1 Alwyn Rehabilitation Hospital shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If Alwyn Rehabilitation Hospital does not so notify the nurse then the requirements of this clause shall not commence until Alwyn Rehabilitation Hospital does so notify the nurse.
- 11.2 From the time of commencement of employment, the nurse has three months in which to provide documentary evidence to Alwyn Rehabilitation Hospital detailing any other 'service' or 'experience', as defined in Clause 5 Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- 11.3 Until such time as the nurse furnishes any such documentation contemplated in subclause 11.2 above, Alwyn Rehabilitation Hospital shall pay the nurse at the level for which documentary evidence has been provided.
- 11.4 If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, Alwyn Rehabilitation Hospital shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 11.5 If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to Alwyn Rehabilitation Hospital.
- 11.6 A nurse who is working as a nurse for more than one organisation shall notify Alwyn Rehabilitation Hospital within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.
- 11.7 A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the nurse shall be paid at the higher rate only from the date of proof.

12. Special Allowances

- 12.1 (a) A Registered Nurse who, when the Director of Nursing is not rostered for duty, is designated to be in charge of the hospital, a ward or unit during the day, evening or night shall be paid an allowance per shift of the sum set out in [item 1](#) of Table 2.
- (b) This subclause shall not apply to Registered Nurses holding classified positions of a higher grade than that of Registered Nurse.
- 12.2 (a) An employee required by Alwyn Rehabilitation Hospital to be on call between rostered shifts or ordinary hours Monday to Friday inclusive shall be paid the sum set out in [item 2](#) of Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.

- (b) An employee required by Alwyn Rehabilitation Hospital to be on call between rostered shifts or ordinary hours on a Saturday shall be paid the sum set out in [item 3](#) of Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
- (c) An employee required to be on call between rostered shifts or ordinary hours on a Sunday, public holiday or any day on which they are not rostered to work, shall be paid the sum set out in [item 4](#) of Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
- (d) An employee who is directed to remain on call during a meal break shall be paid an allowance of the sum set out in [item 5](#) of Table 2 provided that no allowance shall be paid if, during a period of 24 hours including such period of on call, the employee is entitled to receive the allowance prescribed in 12.2(a) above. If an employee is recalled to duty during such meal break, they shall be paid at overtime rates for the total period of the meal break.
- (e) Where an employee on call leaves the hospital and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances the allowance payable shall be the rate set out in [item 6](#) of Table 2. The provisions of this paragraph shall apply to all employees.
- (f) Subclause 12.2 shall not apply to a Director of Nursing.

13. Penalty Rates for Shift Work and Weekend Work

- 13.1 All Employees, whether shift workers or day workers, working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.
- Afternoon shift commencing at 10am and before 1pm - 10%
- Afternoon shift commencing at 1.00 pm and before 4.00 pm - 12.5%
- Night shift commencing at 4.00 pm and before 4.00 am - 15%
- Night shift commencing at 4.00 am and before 6.00 am - 10%
- 13.2 "**Ordinary rate**" and "**ordinary time**" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week but shall include amounts payable under Clause 10 Salary and Allowance Increases and Clause 12 Special Allowances.
- 13.3 For the purposes of this clause afternoon and night shifts shall be defined as follows:
- "Afternoon shift"** means a shift which commences at or after 10.00 am and before 4.00 pm.
- "Night Shift"** means a shift which commences at or after 4.00 pm and before 6.00 am on the day following.
- 13.4 A casual employee will be paid shift allowances in subclause 13.1 calculated on the ordinary rate of pay excluding the casual loading, with the casual loading component then added to the penalty rate of pay.
- 13.5 Weekend Work - Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- (a) time and a half for work between midnight on Friday and midnight on Saturday; and

- (b) time and three-quarters for work between midnight on Saturday and midnight on Sunday.

13.6 Weekend penalties in subclause 13.5 shall be:

- (a) paid in substitution for and not cumulative upon the shift penalties prescribed in subclauses 13.1;
- (b) applied to the casual loading for Assistants in Nursing. This means that the weekend penalties compound on the casual loading.
- (c) paid in addition to a casual loading of 15% for: Nurses undergoing pre-registration training; Enrolled Nurses with Notation; Enrolled Nurses; Registered Nurses; Clinical Nurse Specialists; and Clinical Nurse Educators. This means that the casual loading is calculated on their base rate of pay and then added to the weekend penalty.
- (d) paid in lieu of the casual loading for the: Nurse Educator; Clinical Nurse Consultant; Quality Manager; Nurse Manager; Senior Nurse Educator; and Director of Nursing.

14. Fares and Expenses

- 14.1 An employee required to travel in the performance of duty shall be paid all reasonable out of pocket expenses (including fares).
- 14.2 An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to Alwyn Rehabilitation Hospital, if so required, satisfactory proof that they have not received from another employer reimbursement in respect of those fares.

15. Vaccination of Nurses

- 15.1 Requirements for the vaccination of nurses will be in accordance with the Department of Health policy directive [NSW PD2018 009](#) (*Occupational Assessment and Screening and Vaccination against the specified infectious diseases*) or its successor policy.
- 15.2 The costs involved in the above will be borne by Alwyn Rehabilitation Hospital.

16. Uniform and Laundry Allowances

- 16.1 Subject to subclause 16.3, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket shall be supplied free of cost to each employee required to wear a uniform. An employee, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- 16.2 An employee, on leaving the service of Alwyn Rehabilitation Hospital, shall return any uniform or part thereof supplied by Alwyn Rehabilitation Hospital which is still in use immediately prior to leaving.
- 16.3
 - (a) In lieu of supplying uniforms and shoes to an employee, Alwyn Rehabilitation Hospital shall pay the said employee the sum set out in [item 7](#) of Table 2, for uniforms and the sum set out in [item 8](#) of Table 2 for shoes per week.
 - (b) In lieu of supplying stockings to an employee, Alwyn Rehabilitation Hospital shall pay the said employee the sum set out in [item 9](#) of Table 2 per week.
 - (c) In lieu of supplying a cardigan or jacket to an employee Alwyn Rehabilitation Hospital shall pay the said employee the sum set out in [item 10](#) of Table 2 per week.

- (d) If the uniforms of an employee are not laundered at the expense of the hospital an allowance of the sum set out in [item 11](#) of Table 2 shall be paid to the said employee per week; provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- (e) Where Alwyn Rehabilitation Hospital requires any employee to wear headwear, the hospital shall provide headwear free of charge to the employee.
- (f) In lieu of supplying socks to an employee Alwyn Rehabilitation Hospital shall pay the said employee the sum set out in [item 12](#) of Table 2 per week.
- (g) The allowances referred to subclause 16.3 are also payable during any period of paid leave with the exception of laundry allowance, which is paid for absences of 1 week or less.
- (h) A casual or part-time employee shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

17. Higher Grade Duty

- 17.1 An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.
- 17.2 The provisions of subclause 17.1 shall not apply where the employee being relieved is absent from duty for a period of less than three consecutive working days which have been rostered in advance, except where the duties of the higher position involve being in charge of the facility during the period in question.
- 17.3 Further, the provisions of subclause 17.1 shall not apply where a Director of Nursing is absent from duty for a period of less than three working days for any reason other than Clause 7 Hours of Work and Free Time of Directors of Nursing.

18. Overtime

- 18.1 Subject to subclause 6.16 Alwyn Rehabilitation Hospital may require an employee to work reasonable overtime.
- 18.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 18.3 For the purposes of subclause 18.2 what is unreasonable or otherwise will be determined having regard to subclause 6.16.
- 18.4 Overtime is paid in the following circumstances:
 - (a) All time worked by full-time employees, other than the Director of Nursing, in excess of the rostered daily ordinary hours of work shall be overtime.
 - (b) Part-time employees will be paid overtime when they work:
 - (i) in excess of eight ordinary hours in a day. Time worked by part-time employees up to eight ordinary hours in a day shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay; or
 - (ii) in excess of 76 hours in a fortnight.
 - (c) Casual employees will be entitled to overtime when they work:

- (i) in excess of 10 hours per shift; or
- (ii) in excess of 76 hours per fortnight.

18.5 Overtime shall be paid in accordance with the following:

- (a) Monday to Saturday - Overtime shall be paid time and one half up to 2 hours each day and thereafter double time;
- (b) Sunday - Overtime shall be paid at double time;
- (c) Public Holidays - Overtime shall be paid double time and one-half;
- (d) Overtime rates shall be:
 - (i) paid in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause 13 – Penalty Rates for Shift Work and Weekend Work;
 - (ii) applied to the casual loading for Assistants in Nursing. This means that the overtime penalties compound on the casual loading;
 - (iii) paid in addition to a casual loading of 15% for: Nurses undergoing pre-registration training; Enrolled Nurses with Notation; Enrolled Nurses; Registered Nurses; Clinical Nurse Specialists; and Clinical Nurse Educators. This means that the casual loading is calculated on their base rate of pay and then added to the overtime penalty;
 - (iv) paid in lieu of the casual loading for the: Nurse Educator; Clinical Nurse Consultant; Quality Manager; Nurse Manager; Senior Nurse Educator; and Director of Nursing.

18.6 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

18.7 The Director of Nursing shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter for hours worked in excess of thirty-eight hours per week.

Recall to work

18.8 An employee recalled to work overtime after leaving Alwyn Rehabilitation Hospital's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty provided that this subclause does not apply to a Director of Nursing.

18.9 An employee, other than the Director of Nursing, who is required to perform work by Alwyn Rehabilitation Hospital via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

18.10 If an employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.

Overtime meal breaks and allowance

18.11 An employee recalled to work overtime after leaving Alwyn Rehabilitation Hospital's premises and who is required to work for more than four hours shall be allowed a twenty minute meal

break and a further twenty minute meal break after each subsequent four hour's overtime; all such time shall be counted as time worked.

- 18.12 An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed a twenty minute meal break and a further twenty minute meal break after each subsequent four hours of overtime. All such time shall be counted as time worked.
- 18.13 A meal in each of the breaks referred to in subclauses 18.11 and 18.12 shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in [item 13](#) of Table 2, shall be paid to the employee concerned.
- 18.14 Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing shall apply.

Rest break after overtime

- 18.15 (a) An employee who works so much overtime:
- (i) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten consecutive hours off duty between these times; or
 - (ii) on a Saturday, a Sunday or a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding their next day or shift;
 - (iii) shall subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If on the instruction of Alwyn Rehabilitation Hospital such an employee resumes or continues to work without having such ten consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Time off in lieu of overtime

- 18.16 Time off instead of payment for overtime
- (a) An employee and Alwyn Rehabilitation Hospital may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee on the following basis:
- (i) Assistants in Nursing. The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under subclause 18.16 an Assistant in Nursing who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (ii) Employees other than Assistants in Nursing. Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay.

EXAMPLE: By making an agreement under subclause 18.16 an employee, other than an Assistant in Nursing, who worked 2 overtime hours is entitled to 2 hours' time off.

- (b) Time off must be taken:

- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and Alwyn Rehabilitation Hospital.
- (c) If the employee requests at any time, to be paid for overtime covered by an agreement under subclause 18.16 but not taken as time off, Alwyn Rehabilitation Hospital must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
 - (d) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in subclause 18.16(b), Alwyn Rehabilitation Hospital must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
 - (e) Nurses cannot be compelled to take time off in lieu of overtime.
 - (f) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Alwyn Rehabilitation Hospital and the employee, instead of being paid for overtime worked by the employee. If Alwyn Rehabilitation Hospital agrees to the request then subclause 18.16 will apply for overtime that has been worked.
 - (g) If, on the termination of the employee's employment, time off for overtime worked by the employee to which subclause 18.16 applies has not been taken, Alwyn Rehabilitation Hospital must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
 - (h) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by Alwyn Rehabilitation Hospital.

19. Payment and Particulars of Salaries

- 19.1 All salaries and other payments shall be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer; provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer.
- 19.2 Employees shall have their salary paid into one account with a bank or other financial institution as nominated by the employee. Salaries shall be deposited by Alwyn Rehabilitation Hospital in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day.
- 19.3
 - (a) Notwithstanding the provisions of subclause 19.2, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 39 Termination of Employment, shall be paid all moneys due to them prior to ceasing duty on the last day of employment.
 - (b) Where an employee is summarily dismissed or their services are terminated without due notice, any moneys due to them shall be paid as soon as possible after such dismissal or termination but in any case, not more than three days thereafter.
- 19.4 Pay Slips
 - (a) On pay day each employee shall be provided with a pay slip in electronic form or hardcopy which complies with the relevant provisions of the Act. (See Regulation 3.46 of the *Fair Work Regulations* 2009 replicated below):

- (i) The employer's name; and
 - (ii) the employee's name; and
 - (iii) the period to which the pay slip relates; and
 - (iv) the date on which the payment to which the pay slip relates was made; and
 - (v) the gross amount of the payment; and
 - (vi) the net amount of the payment; and
 - (vii) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
 - (viii) the Australian Business Number of the employer.
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.
- (c) If the employee is paid at an hourly rate of pay, the pay slip must also include:
- (i) the rate of pay for the employee's ordinary hours (however described); and
 - (ii) the number of hours in that period for which the employee was employed at that rate; and
 - (iii) the amount of the payment made at that rate.
- (d) If the employee is paid at an annual rate of pay, the pay slip must also include the rate as at the latest date to which the payment relates.
- (e) If the employer is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:
- (i) the amount of each contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or
 - (ii) the amounts of contributions that the employer is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.
- (f) The employer shall, upon request from an employee, provide a record of that employees' current accrued leave entitlements.

20. Registration or Enrolment Pending

20.1 A student who has completed the course of training prescribed by the Board and applied for registration or enrolment shall, upon registration or enrolment, be paid as from the date of application for registration or enrolment the salary to which they would have been entitled if registered or enrolled.

20.2 They shall notify Alwyn Rehabilitation Hospital as soon as possible after they have so applied.

21. Part-Time Employees

- 21.1 (a) A part-time employee is engaged to work less than an average of 38 ordinary hours per week and has reasonably predictable hours of work.
- (b) Before commencing part-time employment, Alwyn Rehabilitation Hospital and the employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

- (c) The terms of the agreement in subclause 21.1(b) may be varied by agreement and recorded in writing.
- (d) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38, except where specific clauses of this Agreement provide a different arrangement.

21.2 Hours Worked by Part-time Employees

- (a) By agreement between Alwyn Rehabilitation Hospital and a permanent part-time employee, the guaranteed minimum number of hours may be balanced over a week, a fortnight or four weeks.
- (b) An employee whose hours are averaged over 4 weeks shall be paid each week or fortnight according to the employee's average weekly or fortnightly hours as is appropriate.
- (c) Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with subclause 21.2(a).

21.3 Part-time employees shall be paid:

- (a) the hourly rate in table 1; and
- (b) notwithstanding sub-clause 21.1(d), the applicable allowances in this Agreement in accordance with their terms.

21.4 **Minimum hours** – A part-time employee will be paid a minimum of four hours for each start, with the exception of attendance at meetings and attendance at training which will be paid a minimum of two hours for each start.

21.5 **Annual Review of Part-time Hours**

- (a) At the request of a part-time employee, the hours he or she works will be reviewed annually.
- (b) Where an employee who requests a review is regularly working more than their contracted hours, the contracted hours will be adjusted by Alwyn Rehabilitation Hospital to reflect the hours regularly worked having regard to the provisions of subclause 21.5(c).
- (c) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as, for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.
- (d) The agreement of Alwyn Rehabilitation Hospital will not be unreasonably withheld.
- (e) Any adjusted contracted hours resulting from the review identified in subclause 21.5 should, however, be such as to reflect roster cycles and shift configurations utilised in the workplace.

22. Casual Employees

22.1 A casual employee is one engaged on an hourly basis otherwise than as a part-time or full-time employee.

22.2 A casual employee shall be paid:

- (a) the appropriate hourly rate in table 1; and

- (b) a casual loading of 25% of the amount in subclause 22.2(a), except where it is stated elsewhere in this Agreement that the loading does not apply or is paid at a different rate, to compensate the employee for the following paid entitlements that casual employees do not have under the NES: personal/carers' leave, compassionate leave, annual leave, public holidays, redundancy pay and a component covering differential entitlement to notice of termination of employment and employment by the hour effects; and
- (c) the applicable allowances in this Agreement in accordance with their terms.

22.3 **Minimum hours** – A casual employee will be paid a minimum of four hours for each engagement with the exception of attendance at meetings and attendance at training, which will be paid a minimum of two hours for each engagement.

22.4 The provisions of the following clauses/subclauses do not apply to casual employees:

- (a) Subclause 6.4 ADO's;
- (b) Clause 7 Hours of Work and Free Time of Directors of Nursing;
- (c) Clause 9 Rosters;
- (d) Clause 24 Annual Leave; and
- (e) All other clauses in this Agreement apply to casual employees unless the clause specifically excludes casual employees.

22.5 **Casual employees and Long Service Leave**

For the entitlement to payment in respect of long service leave, see the *Long Service Leave Act 1955*.

22.6 **Casual Conversion**

- (a) A casual employee, who has been working on a regular and systematic basis over a period of 6 months, has the right to request conversion to permanent employment:
 - (i) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment, except where less than full-time hours are agreed between Alwyn Rehabilitation Hospital and the employee. In the latter case the employee will be converted to a permanent part-time contract of part-time hours; or
 - (ii) on a permanent part-time contract where the employee has worked on a permanent part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between Alwyn Rehabilitation Hospital and the employee.
- (b) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) If the increase in hours is as a direct result of another employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
 - (ii) If the increase in hours is due to a temporary increase in hours only due, for example, to specific needs of a patient or the workflow requirements in a department or unit.

- (c) Any adjusted contracted hours resulting from the review should, however, be such as to reflect roster cycles and shift configurations used in the workplace.
- (d) Alwyn Rehabilitation Hospital will not unreasonably withhold agreement to such a request. The request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (e) Where Alwyn Rehabilitation Hospital refuses an employee's request to convert, Alwyn Rehabilitation Hospital must provide the employee with their reasons for refusal in writing within 21 days of the request being made.
- (f) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (g) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment, Alwyn Rehabilitation Hospital and the employee must discuss and record the detail of the agreement in writing.
- (h) Alwyn Rehabilitation Hospital must advise casual employee of their right to apply for permanent employment in accordance with this clause within the first 6 months of the employee's first engagement to perform work. Casual employees already employed at the date this Agreement commences operation are to be advised of their right to apply for permanent employment in accordance with this clause within twelve weeks of the date this Agreement commences operation.
- (i) A casual employee's right to request to convert is not affected if Alwyn Rehabilitation Hospital fails to comply with the notice requirements in subclause 22.6(h).

23. Public Holidays

- 23.1. Public holidays are provided for in the NES. This clause contains additional provisions.
- 23.2. Alwyn Rehabilitation Hospital may request an employee to work on a particular public holiday.
- 23.3. The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in section 114 of the Act. This Agreement expressly contemplates that Alwyn Rehabilitation Hospital will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual) and the nature of Alwyn Rehabilitation Hospital's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- 23.4. (a) A public holiday occurring on a day on which an employee, other than full time employees required to work on a seven (7) day basis, (i.e. other than those covered by subclause 24.2 (b)) would normally be rostered to work shall be allowed to the employee without loss of pay.
- (b) A public holiday occurring on a day on which an employee who is required to work on a seven (7) day basis, (i.e. those covered by subclause 24.2 (b)), would normally be rostered to work shall be allowed to the employee without loss of ordinary pay.
- 23.5. (a) For the purposes of this agreement, the following shall be deemed to be public holidays:

- (i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;
 - (ii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed as a public holiday or local public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and
- (b) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 23.5(a), then the substituted day or part-day is the public holiday.

Additional Public Holiday

- (c) Where, in accordance with subclause 23.5(a)(ii):
- (i) a full day is proclaimed and observed as a local public holiday, within the calendar year and within the area in which the hospital is situated no additional public holiday day is granted by this subclause;
 - (ii) no local public holiday is proclaimed and observed within the calendar year and within the area in which the hospital is situated a full day will be observed as an Additional Public Holiday on August Bank Holiday or on a date agreed by the respective employees and if requested by an employee any nominated representative which may be a union representative. This additional day may be taken by agreement between Christmas and the 5th day of the New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year;
 - (iii) a part of a day is proclaimed and observed as a local public holiday within the calendar year and within the area in which the hospital is situated a full day will be substituted and observed as an Additional Public Holiday to be taken between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.
- (d) Alwyn Rehabilitation Hospital and an employee or employees may agree to substitute another day for a public holiday observed at subclause 23.5.
- 23.6. An employee who is required to, and does work on any public holiday, shall be paid in lieu of all other shift penalties, weekend penalties and casual loading, with a minimum of four hours as follows:
- (a) A full-time employee, under subclause 24.2(b) will receive one half time extra for the time actually worked on a public holiday, in addition to the appropriate ordinary weekly rate of pay.
 - (b) All other Full-time Employees: Time and one half for all ordinary time worked in addition to the weekly rate. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have 1 ordinary working day added to be taken in conjunction with the period of annual leave.
 - (c)
 - (i) Part-time Employees: Double and a half for all time worked on the public holiday. Alternatively, if the employee elects, time and a half for all time worked and have one day added, to be taken in conjunction with the period of annual leave.
 - (ii) Where in accordance with subclause 23.6(c)(i) a part-time employee agrees to work less than the rostered shift, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (iii) Casual Employees: Double time and one-half the basic rate of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in subclause 22.2(b).
- 23.7. For each public holiday or half public holiday in excess of ten declared public holidays in any one year, employees who receive annual leave in accordance with subclause 24.2(b) will be entitled to one full or one half additional annual leave day (depending on the length of the public holiday). For the purposes of the preceding sentence the "August Bank Holiday" in 23.5(c)(ii) is not considered a declared public holiday.
- 23.8. Any change to an election referred to in subclause 23.6 is to be made by the employee in writing at least one week before the desired change.
- 23.9. Any untaken additional days accrued as leave in accordance with subclause 23.6 shall be paid out to the employee upon termination of employment.
- 23.10. Where a public holiday falls on a RDO of a full time shift worker as defined in Clause 5, Definitions, and who receives annual leave in accordance with clause 24.2(c), such shift worker shall be paid one day's pay in addition to the weekly rate, or if the employee so elects shall have one day added to the period of annual leave.
- 23.11. To the leave prescribed by subclause 24.2(c) there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- 23.12. For a shift worker referred to in 23.10, the entitlement in 23.11 shall apply to any public holiday falling during their period of annual leave.

24. Annual Leave

- 24.1 (a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act).
- (b) Casual employees have no entitlement to annual leave.
- (c) The 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.

24.2 Accrual of Annual Leave

- (a) For the purpose of the additional week of annual leave provided by the NES, a shift worker is an employee who:
 - (i) is regularly rostered over the seven days a week; and
 - (ii) regularly works on weekends.
- (b) Full-time employees required to work on a seven (7) day basis, including those who are not shift workers for the purposes of subclause 24.2(a) will receive:
 - (i) Six (6) weeks annual leave per annum. This includes the additional week of annual leave entitled to shift workers in accordance with the NES; and
 - (ii) Counter leave in accordance with subclause 24.3.
- (c) All other employees are entitled to:
 - (i) four (4) weeks annual leave, and
 - (ii) the greater of:
 - (A) Counter leave in accordance with subclause 24.3; or

- (B) One (1) additional week of annual leave in accordance with subclause 24.2(a).

24.3 Counter Leave

- (a) Subject to subclauses 24.2(b) and 24.2(c), full-time and part-time employees who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional paid annual leave, if during each 12-month period of continuous service the employee has worked:

Number of ordinary shifts worked on Sundays and/or Public Holidays during each year of service	Additional Annual Leave
4 – 10	1 day
11 – 17	2 days
18 – 24	3 days
25 – 31	4 days
32 or more	5 days

- (b) Part-time employees will be entitled to counter leave in the same proportion as their ordinary hours of work bear to full-time hours.
- (c) An employee who is entitled to counter leave may elect to be paid an amount equivalent to the value of their counter leave entitlement in lieu of taking the additional leave.

24.4 (a) Taking of Annual Leave – An employee is entitled to take an amount of annual leave during a particular period if:

- (i) at least that amount of annual leave is credited to the employee; and
- (ii) Alwyn Rehabilitation Hospital has authorised the employee to take the annual leave during that period.

- (b) An employee will request annual leave, in writing, at least two (2) weeks prior to the date on which the leave would commence.
- (c) Annual leave shall be taken in an amount and at a time which is approved by Alwyn Rehabilitation Hospital subject to the operational requirements of the workplace. Alwyn Rehabilitation Hospital shall not unreasonably withhold or revoke such approval.
- (d) An employee may elect to be paid their entitlement for the period of annual leave, including annual leave loading, before going on leave or otherwise it will be paid on their usual pay cycles during the leave.

24.5 Excessive leave accruals: general provision

- (a) An employee has an excessive leave accrual if the employee:
 - (i) who is a shift worker covered by clause 24.2(c)(ii) has accrued more than 10 weeks’ paid annual leave; or
 - (ii) who is a shift worker covered by clause 24.2(b)(i) has accrued more than 12 weeks’ paid annual leave; or
 - (iii) who is not covered by 24.5(a)(i) or (ii), has accrued more than 8 weeks’ paid annual leave.
- (b) For the purpose of clause 24.5(a) annual leave does not include:
 - (i) counter leave as set out in clause 24.3; or

- (ii) days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 23 - Public Holidays.
- (c) If an employee has an excessive leave accrual, Alwyn Rehabilitation Hospital or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (d) Clause 24.6 sets out how Alwyn Rehabilitation Hospital may direct an employee who has an excessive leave accrual to take paid annual leave.
- (e) Clause 24.7 sets out how an employee who has an excessive leave accrual may require Alwyn Rehabilitation Hospital to grant paid annual leave requested by the employee.

24.6 Excessive leave accruals: direction by Alwyn Rehabilitation Hospital that leave be taken

- (a) If Alwyn Rehabilitation Hospital has genuinely tried to reach agreement with an employee under clause 24.5(c.) but agreement is not reached (including because the employee refuses to confer), Alwyn Rehabilitation Hospital may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Alwyn Rehabilitation Hospital under subclause 24.6(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under subclauses 24.5, 24.6 or 24.7 or otherwise agreed by Alwyn Rehabilitation Hospital and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Alwyn Rehabilitation Hospital and the employee.
- (c) The employee must take paid annual leave in accordance with a direction under subclause 24.6(a) that is in effect.
- (d) An employee to whom a direction has been given under subclause 24.6(a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in subclause 24.6(d) may result in the direction ceasing to have effect. See clause 24.6(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, Alwyn Rehabilitation Hospital must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

24.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Alwyn Rehabilitation Hospital under subclause 24.5(b) but agreement is not reached (including because Alwyn Rehabilitation Hospital refuses to confer), the employee may give a written notice to Alwyn Rehabilitation Hospital requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to Alwyn Rehabilitation Hospital under subclause 24.7(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

- (ii) the employee has not been given a direction under subclause 24.6(a) that, when any other paid annual leave arrangements (whether made under subclause 24.5, 24.6 or 24.7 or otherwise agreed by Alwyn Rehabilitation Hospital and the employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under subclause 24.7(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 24.5, 24.6 or 24.7 or otherwise agreed by Alwyn Rehabilitation Hospital and the employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Alwyn Rehabilitation Hospital and the employee.
- (d) An employee is not entitled to request by a notice under subclause 24.7(a) more than 4 weeks' paid annual leave, or 5 weeks' paid annual leave for a shift worker covered by clause 24.2(c)(ii), or 6 weeks' paid annual leave for a shift worker covered by subclause 24.2(b)(i).
- (e) Alwyn Rehabilitation Hospital must grant paid annual leave requested by a notice under subclause 24.7(a).

24.8 Annual Leave in advance

- (a) Alwyn Rehabilitation Hospital and the employee may agree in writing to the employee taking a period of paid annual leave, with appropriate loading paid in accordance with subclause 24.12, before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by Alwyn Rehabilitation Hospital and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) Alwyn Rehabilitation Hospital must keep a copy of any agreement under subclause 24.8 as an employee record.
- (d) Annual leave loading is payable to an employee who takes an annual holiday in advance.
- (e) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 24.8 Alwyn Rehabilitation Hospital may, with the employee's written authorisation, deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

24.9 Cashing out of Annual Leave

- (a) Alwyn Rehabilitation Hospital and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement signed by Alwyn Rehabilitation Hospital and the employee, which must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (c) An agreement under subclause 24.9 must be signed by Alwyn Rehabilitation Hospital and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (d) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (e) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (f) Alwyn Rehabilitation Hospital must keep a copy of any agreement under subclause 24.9 as an employee record.

24.10 Termination of employment

If, when the employment of an employee ends, the employee has a period of untaken:

- (a) annual leave; and/or
- (b) counter leave, for full and uncompleted years of service;
- (c) Alwyn Rehabilitation Hospital must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

24.11 Annual Leave and Service

A period of paid annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.

24.12 Annual Leave Loading

- (a) In addition to their ordinary pay on Annual Leave, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their Annual Leave; or
 - (ii) the shift and weekend penalties the employee would have received had they not been on leave during the relevant period.
- (b) The annual leave loading in subclause 24.12(a)(i) is not payable:
 - (i) for additional annual leave added in accordance with clause 23.7; or
 - (ii) for public holidays which occur during a period of annual leave; or
 - (iii) on the counter leave as set out in clause 24.3.
- (c) The Annual Leave loading in subclause 24.12(a)(i) is payable for days which have been added in accordance with the election provisions of clause 23 – Public Holidays.
- (d) Annual leave loading is payable to an employee who takes an annual holiday in advance.

24.13 Annual Closedown Provision

- (a) Alwyn Rehabilitation Hospital may temporarily close a part or the whole of the hospital not more than once every twelve months. The period of the closedown would normally be two weeks or less but may, in extenuating circumstances, be extended to four weeks.

- (b) Where practicable Alwyn Rehabilitation Hospital will give at least three (3) months' notice, but in any event no less than 2 months' notice of the dates of the closedown; all prospective employees will be advised of any closedown in the letter offering them employment.
- (c) An employee with an entitlement to annual leave and / or accumulated ADO's sufficient to cover the closedown period will be required to access their accumulated annual leave and/or ADO's for the period of the closedown. The employee may choose the combination of annual leave and accrued ADO's that she or he will use to cover the closedown period.
- (d) Where an employee has an entitlement to annual leave which is less than the period of the closedown, she or he will have to choose one or more of the following forms of leave to make up the difference between the accumulated annual leave and the period of the closedown:
 - (i) leave without pay;
 - (ii) annual leave taken in advance; and/or
 - (iii) accumulated ADO's.
- (e) Alwyn Rehabilitation Hospital will favourably consider requests for staff to accumulate up to 12 ADO's for use during a closedown.
- (f) Employees will continue to be able to access annual leave throughout the year. They will not be required to store their annual leave for use during a closedown.

24.14 Purchased Additional Leave (PAL)

- (a) Employees may "purchase" one or two weeks of additional leave each year for use during the annual closedown or another time in exchange for a proportional reduction in their salary.
- (b) An employee wishing to purchase additional leave must enter into a written agreement with Alwyn Rehabilitation Hospital which shall include:
 - (i) an election to purchase additional leave at the beginning of each year to be made between 1 January and 1 March each year;
 - (ii) agreement that the employee's salary will be reduced by a proportional amount – for each week of additional leave this is 1.92% for the period of the agreement; and
 - (iii) authority for Alwyn Rehabilitation Hospital to withhold an amount of money from any monies owing to Alwyn Rehabilitation Hospital for PAL taken but not accrued by the final pay within the financial year or at termination.
- (c) An employee who at the time they resign has not used all the leave they have purchased will be reimbursed for the amount purchased.
- (d) Superannuation entitlements will be calculated on the pre-reduction salary and leave loading shall not apply to PAL.

25. Long Service Leave

25.1 For long service leave falling due prior to 20th February 1981, see *Long Service Leave Act 1955*.

25.2 For long service leave falling due after 20th February 1981 the following provisions shall apply:

- (a) Every employee is entitled to:
 - (i) two months long service leave on full pay after ten years' continuous service;

- (ii) an additional one month of long service leave on full pay after fifteen years' continuous service; and
 - (iii) an additional one and one half months' long service leave on full pay for each five years' continuous service thereafter.
- (b) Such leave can be taken concurrently with unpaid Parental Leave (consistent with Section 79 of the Act) or must be taken at a time mutually convenient to both the employee and Alwyn Rehabilitation Hospital bearing in mind the operational requirements of the hospital.
- (c) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service and thereafter, calculated according to Subclause 25.2(a).
- (d) Where an employee has acquired a right to long service leave under this clause, then and in every such case:
 - (i) If before such leave has been entered upon the employment of such employee has been terminated such employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
 - (ii) If such employee dies before entering upon such long service leave, or if after having entered upon the same dies before its termination, any accrued long service leave will be paid out in accordance with Section 4 (Long Service Leave) subsection (5)(b) of *the Long Service Leave Act 1955* (NSW). This provision provides that, where a worker dies and any long service leave:
 - (A) to which the worker was entitled has not been taken; or
 - (B) accrued upon termination of the services of the worker by reason of the worker's death and has not been taken,

Alwyn Rehabilitation Hospital shall upon request by the worker's personal representative pay to the worker's personal representative in full the ordinary pay that would have been payable to the worker in respect of long service leave less any amount already paid to the worker in respect of that leave.
- (e) For the purpose of this clause:
 - (i) Continuous service in the same hospital prior to the coming into force of this Agreement shall be taken into account.
 - (ii) One month equals four and one-third weeks.
 - (iii) Continuous service shall be deemed not to have been broken by:
 - (A) any period of absence on leave without pay not exceeding six months;
 - (B) absence of an employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.
- (f) Where any employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (g) Any period(s) of part-time employment with Alwyn Rehabilitation Hospital shall count towards long service leave as provided for in subclause 25.2. Such long service leave shall

be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.

- (h) Where a full-time employee has accrued a right to an ADO prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
- (i) An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

25.3 Where the provisions of this clause are more beneficial than the provisions of the *Long Service Leave Act 1955* the provisions of this clause shall apply. Where this clause is silent or the provisions of the *Long Service Leave Act 1955* are more beneficial, the provisions of the *Long Service Leave Act 1955* shall apply.

26. Compassionate Leave

26.1 Entitlement to compassionate leave

- (a) Employees are entitled to Compassionate Leave in accordance with the NES
- (b) An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:
 - (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.
- (c) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to 3 days for each permissible occasion.

26.2 Taking compassionate leave

- (a) 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 26.1; or
 - (ii) after the death of the member of the employee's immediate family or household referred to in subclause 26.1.
- (b) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous period; or
 - (ii) separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and Alwyn Rehabilitation Hospital agree.
- (c) 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.

26.3 **Payment for compassionate leave (other than for casual employees)**

If an employee, other than a casual employee, takes a period of compassionate leave, Alwyn Rehabilitation Hospital 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.

26.4 **Other Circumstances**

- (a) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, e.g. floods and bushfires, which clearly prevent attendance for duty.
- (b) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year other than in accordance with subclause 26.1.
- (c) Where an employee is forced to absent themselves other than in accordance with subclause 26.1 or in circumstances that do not reasonably constitute an unforeseen emergency, the employee can cover such an absence by applying for leave with pay or, if the employee so desires, taking annual leave.

26.5 **Notice and Evidence Requirements**

- (a) To be entitled to Compassionate Leave an employee must give Alwyn Rehabilitation Hospital notice of the period or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment.
- (b) Alwyn Rehabilitation Hospital may require an employee to provide evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

27. **Personal/Carer's Leave**

27.1 **The NES**

- (a) Employees are entitled to personal/carer's leave in accordance with the NES.
- (b) Casual employees have no entitlement to paid personal/carer's leave, but do have an entitlement to unpaid carer's leave.

27.2 **Entitlement to paid Personal/Carer's Leave**

- (a) For each year of service with Alwyn Rehabilitation Hospital, full-time and part-time employees are entitled to 10 days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

27.3 **Taking of Personal/Carer's Leave**

An employee may take paid personal/carer's leave:

- (a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

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

27.4 **Special Personal/Carer's Leave**

An employee may make application to access personal/carer's leave in extenuating circumstances that are not covered in subclause 27.3. Each application will be judged on its merits.

27.5 **Payment of Paid Personal/Carer's Leave**

If an employee takes a period of paid personal/carer's leave, the personal/carer's leave shall be paid at the employee's ordinary pay.

27.6 **Personal/Carer's Leave on Public Holidays**

If the period during which an employee takes paid personal/carer's leave includes a day or part day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

27.7 **Unpaid Carer's Leave**

- (a) An employee is entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods agreed with Alwyn Rehabilitation Hospital.
- (c) This entitlement extends to casual employees and Alwyn Rehabilitation Hospital agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of Alwyn Rehabilitation Hospital to engage or not to engage a casual employee are otherwise not affected.
- (d) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

27.8 **Personal Leave - Notice and Evidence**

- (a) Personal Leave - Notice:
 - (i) To be entitled to personal leave during a period, an employee must give Alwyn Rehabilitation Hospital notice as soon as reasonably practicable (which may be at a time before or after the personal leave has started) that the employee is (or will be) absent from his or her employment during the period because of a personal illness, or injury, of the employee.
 - (ii) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- (b) Personal Leave - Documentary Evidence: If Alwyn Rehabilitation Hospital requires an employee to give Alwyn Rehabilitation Hospital documentary evidence in relation to a period of personal leave taken (or to be taken) by the employee:
 - (i) To be entitled to personal leave during the period, the employee must give Alwyn Rehabilitation Hospital as soon as reasonably practicable (which may be at a time before or after the personal leave has started):

- (A) if it is reasonably practicable to do so - a medical certificate from a registered health practitioner; or
- (B) if it is not reasonably practicable for the employee to give Alwyn Rehabilitation Hospital a medical certificate - a statutory declaration made by the employee; and
- (ii) The document must include a statement to the effect that:
 - (A) if the document is a medical certificate - in the registered health practitioner's opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (B) if the document is a statutory declaration - the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (iii) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

27.9 Carer's Leave – Notice and Evidence

- (a) **Carer's Leave – Notice:**
 - (i) To be entitled to carer's leave during a period, an employee must give Alwyn Rehabilitation Hospital notice as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of:
 - (A) a personal illness, or injury, of the member; or
 - (B) an unexpected emergency affecting the member.
 - (ii) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- (b) **Carer's Leave - Documentary Evidence:** If Alwyn Rehabilitation Hospital requires an employee to give Alwyn Rehabilitation Hospital documentary evidence in relation to a period of carer's leave taken (or to be taken) by the employee:
 - (i) To be entitled to carer's leave during the period, the employee must give Alwyn Rehabilitation Hospital as soon as reasonably practicable (which may be at a time before or after the carer's leave has started):
 - (A) if the care or support is required because of a personal illness, or injury, of the member - a medical certificate from a registered health practitioner or a statutory declaration made by the employee;
 - (B) if the care or support is required because of an unexpected emergency affecting the member - a statutory declaration made by the employee; and
 - (ii) The document must include a statement to the effect that:
 - (A) if the document is a medical certificate - in the registered health practitioner's opinion, the member had, has or will have a personal illness or injury during the period; or
 - (B) if the document is a statutory declaration - the employee requires (or required) leave during the period to provide care or support to the member because the member requires (or required) care or support during the period because of:

- (1) a personal illness, or injury, of the member; or
- (2) an unexpected emergency affecting the member.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

27.10 Make-up time

- (a) An employee may elect, with the consent of Alwyn Rehabilitation Hospital, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of Alwyn Rehabilitation Hospital, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

28. Parental Leave

Parental Leave entitlements are governed by the NES.

29. Ceremonial leave

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year with the approval of Alwyn Rehabilitation Hospital.

30. Leave to deal with Family and Domestic Violence

30.1 This clause applies to all employees, including casuals.

30.2 Definitions

- (a) *Family and Domestic Violence* means violent, threatening or other abusive behaviour by a close relative of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
- (b) *A close relative of the employee is a person who:*
 - (i) *is a member of the employee's immediate family; or*
 - (ii) *is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.*

30.3 Entitlement to leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12-month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and Alwyn Rehabilitation Hospital.

Note 2: Alwyn Rehabilitation Hospital and the employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

30.4 **Taking unpaid leave**

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

30.5 **Paid Leave**

A full-time or part-time employee who is entitled to unpaid leave in accordance with clauses 30.3 and 30.4 may, instead, elect to take the following paid leave:

- (a) Personal/Carer's Leave provided the employee maintains a reserve of at least 1 week;
- (b) Where leave entitlements in subclause 30.5(a) are exhausted Alwyn Rehabilitation Hospital shall grant up to 3 days' special leave on ordinary pay per calendar year to be used for absences from the workplace;
- (c) Where leave entitlements in subclauses 30.5(a) & 30.5(b) are exhausted Alwyn Rehabilitation Hospital shall permit access to unused Annual Leave and when exhausted unpaid leave.

30.6 **Notice and evidence requirements**

(a) **Notice**

An employee must give Alwyn Rehabilitation Hospital notice of the taking of leave by the employee under clause 30. The notice:

- (i) must be given to Alwyn Rehabilitation Hospital as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise Alwyn Rehabilitation Hospital of the period, or expected period, of the leave.

(b) **Evidence**

An employee who has given Alwyn Rehabilitation Hospital notice of the taking of leave under clause 30 must, if required by Alwyn Rehabilitation Hospital, give Alwyn Rehabilitation Hospital evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 30.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

30.7 **Confidentiality**

- (a) Alwyn Rehabilitation Hospital must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 30.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 30 prevents Alwyn Rehabilitation Hospital from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Alwyn

Rehabilitation Hospital should consult with such employees regarding the handling of this information.

30.8 **Compliance**

An employee is not entitled to take leave under this clause unless the employee complies with this clause.

31. **Community Service Leave**

31.1 Employees are entitled to community service Leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act).

31.2 Eligible community service activities

(a) entitle an employee, acting reasonably, to be absent from employment for periods including:

- (i) time when the employee engages in the activity;
- (ii) reasonable travelling time associated with the activity;
- (iii) reasonable rest time immediately following the activity.

(b) include:

- (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (ii) a voluntary emergency management activity; or
- (iii) an activity prescribed in regulations made for the purpose of Section 109(4) of the Act.

31.3 Jury Service

(a) There is no limit on the amount of unpaid jury service leave an employee can take in a 12-month period of employment.

(b) Employees, other than casuals, are entitled to be paid:

- (i) for the first 10 days when absent from work in one or more periods to attend jury service re a particular jury service summons.
- (ii) the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.

(c) Where the duration of jury service re a particular jury service summons exceeds 10 days, Alwyn Rehabilitation Hospital agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to Annual Leave and/or Long Service Leave.

(d) Alwyn Rehabilitation Hospital may require the employee to provide evidence that would satisfy a reasonable person:

- (i) that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
- (ii) of the total amount of jury service pay, paid or payable to the employee.

- (e) No payment is required where evidence is required by Alwyn Rehabilitation Hospital and not provided by the employee.

31.4 Voluntary emergency management activity (VEMA)

- (a) An employee engages in a VEMA if:
 - (i) they voluntarily participate;
 - (ii) the activity involves dealing with an emergency or natural disaster;
 - (iii) they are a member of, or have a member like association with a recognised emergency management body (REMB); and
 - (iv) the REMB requests their participation or it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

32. Staff Amenities

32.1 Alwyn Rehabilitation Hospital shall provide for the use of employees:

- (a) A suitable changing room and adequate washing and toilet facilities;
- (b) A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
- (c) Morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the employee is on duty, at times appropriate for the partaking thereof, and shall provide also for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period, and for such meals so provided may make a charge, provided that the charge for breakfast shall be the sum set out in [item 14](#) of Table 2 and the sum set out in [item 15](#) of Table 2 for other meals.

33. Escort Duty

- 32.1 Periods during which an employee, other than Director of Nursing, is engaged in nursing duties, viz, in attendance on a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.
- 32.2 All reasonable out-of-pocket expenses shall be reimbursed.
- 32.3 Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation, or waiting for transport.
- 32.4 In respect of non-rostered time not spent in nursing duties:
 - (a) Periods in hotel/motel accommodation or waiting for transport shall not be counted as working time;
 - (b) Periods in travelling shall count as working time.

34. Professional Development

- 34.1 Alwyn Rehabilitation Hospital currently provides in-house training for nurses and will continue to do so.

- 34.2 In addition, Alwyn Rehabilitation Hospital will pay Enrolled and Registered Nurses at their ordinary rate of pay for two days per year when the nurse participates in external professional development relevant to the maintenance of their enrolment / registration.

35. Training

- 35.1 Alwyn Rehabilitation Hospital will provide on-going training to employees as necessary, relevant to their roles and responsibilities. Delivery of training may be via a variety of means including but not limited to, face to face, on the job, and e-learning. The organisation will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.
- 35.2 Each employee shall provide to Alwyn Rehabilitation Hospital details of their attendance at in-service training and Alwyn Rehabilitation Hospital shall keep a record of this attendance.
- 35.3 Upon termination of the employee's employment Alwyn Rehabilitation Hospital shall provide to the employee (if requested) a written statement of the hours of in-service training attended by the employee.
- 35.4 Where practicable, such training shall be provided to employees during the employee's rostered hours of work.
- 35.5 Where it is not practicable to provide such training during the employee's rostered hours of work, Alwyn Rehabilitation Hospital may, with two weeks' notice, require employees to attend training outside their rostered working hours.
- 35.6 Where the training can't be scheduled at the start or finish of a shift for which the employee is rostered and they have to make a separate trip to the location of the training they will be paid for a minimum of 2 hours for attendance at such training and paid at the applicable rate of pay.
- 35.7 E-learning.
- (a) Alwyn Rehabilitation Hospital has facilitated access for employees to a number of training resources via e-learning aimed at reducing the inconvenience associated with employees needing to attend face to face training outside of rostered working hours.
 - (b) Employees may be required to undertake a maximum of 8 hours of e-learning modules each year outside the rostered working time.
 - (c) The modules may be undertaken at a time and place convenient to the employee.
 - (d) Alwyn Rehabilitation Hospital will pay employees who undertake the modules at the ordinary rate of pay, and casual loading where applicable, up to a maximum of 8 hours per year.

36. Attendance at Fire Safety and Emergency Training

Any employee required to work outside the ordinary hours of work in satisfaction of the requirements of fire safety and emergency response procedures required by the *Private Health Facilities Act Regulations 2010* shall be paid ordinary pay, and the casual loading where applicable, for the actual time spent in meeting such requirements, with a minimum payment of two hours work. In lieu of receiving payment employees may, with the agreement of Alwyn Rehabilitation Hospital, be permitted to be free from duty for a period of time equivalent to the period spent in attendance on such duties.

37. Domestic Work

- 37.1 Except as hereinafter provided, nurses, Enrolled Nurses and Assistants in Nursing shall not be required to perform, as a matter of routine, the following duties, viz: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing staff: but this provision shall not preclude the employment of nurses, Enrolled Nurses and Assistants in Nursing on any of such duties in an isolation block or where the performance of those duties involves disinfection.
- 37.2 Nothing in subclause 37.1 shall preclude an Enrolled Nurse or an assistant-in-nursing from being required to perform all or any of the specified duties during the first thirteen weeks of training or experience, as the case may be.
- 37.3 Nothing in Subclause 37.1 shall preclude any employee from being required to perform all or any of the specified duties at any time when domestic staff are not available to perform them; provided that Alwyn Rehabilitation Hospital has made all reasonable efforts to obtain domestic staff.

38. Labour Flexibility

- 38.1 Alwyn Rehabilitation Hospital may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling nor are inconsistent with Clause 37 Domestic Work.
- 38.2 Alwyn Rehabilitation Hospital may direct an employee to carry out duties and use such equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by Alwyn Rehabilitation Hospital shall be consistent with Alwyn Rehabilitation Hospital's responsibility to provide a safe and healthy working environment for employees and Alwyn Rehabilitation Hospital's duty of care to patients.

39. Termination of Employment

- 39.1 Subject to subclauses 39.2 to 39.7, employment, will be terminated only by appropriate notice on either side in accordance with subclauses 39.8 and 39.9, or by the payment by Alwyn Rehabilitation Hospital or forfeiture by the employee of wages in lieu of notice.
- 39.2 Provided that employment may be terminated by part of the period of notice specified in subclause 34.8, and part payment by Alwyn Rehabilitation Hospital or part forfeiture by the employee, in lieu of the period of notice specified in subclause 39.9.
- 39.3 Alwyn Rehabilitation Hospital may, without notice, summarily dismiss an employee at any time for serious misconduct. Payment is up to the time of dismissal only.
- 39.4 In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise Alwyn Rehabilitation Hospital to deduct from his or her wages payable up to, or on termination, relevant wages payable in lieu of notice. Should Alwyn Rehabilitation Hospital not receive such an authorisation from the employee to make the applicable deduction in whole, Alwyn Rehabilitation Hospital can seek to recover, from the employee, such outstanding payment or sum or amount payable or owing by the employee pursuant to this clause in any court of competent jurisdiction.

39.5 The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of Alwyn Rehabilitation Hospital, for example, because of a repudiatory breach of the employment contract by Alwyn Rehabilitation Hospital.

39.6 In respect of the requirement for Alwyn Rehabilitation Hospital to provide notice or pay in lieu of notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Act.

39.7 Except in the case of summary dismissal, it is the intention of this clause that both Alwyn Rehabilitation Hospital and the employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect.

39.8 Notice of termination by Alwyn Rehabilitation Hospital

- | | | | |
|-----|-----|---|---------------------------------|
| (a) | (i) | <u>Period of Continuous Service</u> | <u>Minimum Period of Notice</u> |
| | | 1 year or less | 1 week |
| | | More than 1 year but not more than 3 years | 2 weeks |
| | | More than 3 years but not more than 5 years | 3 weeks |
| | | More than 5 years | 4 weeks |
- (ii) A Director of Nursing shall be entitled to four weeks' notice.
- (b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two years continuous service for Alwyn Rehabilitation Hospital.
- (c) Casuals are to be given notice to the end of the current shift worked.
- (d) Alwyn Rehabilitation Hospital will not terminate the employee's employment, except in circumstances of summary dismissal, unless:
- (i) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under 39.8 (a) (b) and (c); or
 - (ii) Alwyn Rehabilitation Hospital has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount Alwyn Rehabilitation Hospital would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

39.9 Notice by employee

- (a) Subject to subclauses 39.9(b) and 39.9(c) employees with 1 year or less service shall provide Alwyn Rehabilitation Hospital with one week notice, all other employees shall give Alwyn Rehabilitation Hospital two weeks' notice of termination in writing.
- (b) A Director of Nursing shall give four (4) weeks' notice of termination in writing.
- (c) Casuals shall only be required to give notice to the end of the current shift worked.

39.10 Upon the termination of the services of an employee, Alwyn Rehabilitation Hospital shall furnish the employee with a written statement, signed by or on behalf of Alwyn Rehabilitation Hospital, setting out the period of the employment and the capacity in which the employee was employed.

39.11 Employees who have accrued ADO's shall be paid for such accrued time at ordinary rate of pay upon termination.

40. Resolution of Disputes

- 40.1 In the event of a dispute about any matter, including in relation to this Agreement and the NES, but not including the actual termination of employment, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 40.2 The parties agree that disputes in relation to requests for reasonable working arrangements and extending a period of unpaid parental leave may be dealt with under the terms of this clause.
- 40.3 (a) The employee(s) may authorise an organisation, including the Union, or another person of their choice, to represent them for the purposes of this clause.
- (b) Alwyn Rehabilitation Hospital may authorise an organisation, or another person of their choice, to represent them for the purposes of this clause.
- (c) The representation referred to in clauses 40.3(a) and 40.3(b) may include an authorised representative referring a matter to the FWC and/or representing their interests in any proceedings before the FWC.
- 40.4 If a dispute is unable to be resolved at the workplace, and all appropriate steps under clause 40.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission. This is not intended to prevent a party referring the dispute to another statutory tribunal if that is more appropriate.
- 40.5 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 40.6 The parties agree that the Fair Work Commission shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and arbitration.
- 40.7 The Fair Work Commission shall be provided access to the workplace to inspect or view any work, material, machinery, appliance, article, document or other thing or interview any employee who is usually engaged in work at the workplace.
- 40.8 The parties agree that the Fair Work Commission may give all such directions and do all such things as are necessary for the just resolution, remedy and determination of the dispute.
- 40.9 Subject to any review of the Fair Work Commission's decision or direction relating to the dispute, the decision or direction shall be accepted by all affected parties as a settlement of the dispute and shall be implemented by them.
- 40.10 The parties agree to confer immunity on the Fair Work Commission for all matters relating to the dispute resolution between the parties.
- 40.11 While the dispute resolution procedure is being conducted, the status quo must remain and work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by Alwyn Rehabilitation Hospital to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

41. Anti-Discrimination

It is the intention of the parties bound by this Agreement to achieve the object in section 3(e) of the Act to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, sexual preference, age, marital status, physical or mental disability, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, homosexuality, transgender identity and age.

42. Requests for Flexible Working Arrangements

- 42.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act)
- 42.2 An employee may request a change in their working arrangements, including changes in: the hours of work; patterns of work; and location of work, if they require flexibility because they:
- (a) are the parent, or have responsibility for the care of a child who is of school age or younger
 - (b) are a carer (within the meaning of the *Carer Recognition Act 2010*)
 - (c) have a disability
 - (d) are 55 or older
 - (e) are experiencing violence from a member of their family; or
 - (f) provide care or support to a member of their immediate family or household, who requires care or support because the member is experiencing violence from the member's family.
- 42.3 To avoid doubt, and without limiting subclause 42.2, an employee who:
- (a) is a parent, or has responsibility for the care, of a child; and
 - (b) is returning to work after taking leave in relation to the birth or adoption of the child;
- may request to work part-time to assist the employee to care for the child
- 42.4 The employee is not entitled to make the request unless:
- (a) for an employee other than a casual employee, the employee has completed at least 12 months of continuous service with Alwyn Rehabilitation Hospital immediately before making the request; or
 - (b) for a casual employee, the employee:
 - (i) is a long-term casual employee of Alwyn Rehabilitation Hospital immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by Alwyn Rehabilitation Hospital on a regular and systematic basis.
- 42.5 The request must:
- (a) be in writing; and
 - (b) set out details of the change sought and of the reasons for the change.
- 42.6 Alwyn Rehabilitation Hospital must give the employee a written response to the request within 21 days, stating whether Alwyn Rehabilitation Hospital grants or refuses the request. If Alwyn Rehabilitation Hospital refuses the request the response must also include the reasons for the refusal.

42.7 Alwyn Rehabilitation Hospital may refuse a request but only on reasonable business grounds.

43. Superannuation

43.1 Definitions

- (a) "Default fund" means the Health Employees' Superannuation Trust Australia (H.E.S.T.A.) which offers a MySuper product. Should an employee fail to nominate a fund, Alwyn Rehabilitation Hospital will choose the above approved fund as the default fund into which contributions shall be paid under this Agreement.
- (b) "Complying regulated fund" means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993 and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.
- (c) "Ordinary-time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:
 - (i) Monday to Friday shift premiums for ordinary hours of work;
 - (ii) Weekend shift premiums for ordinary hours of work;
 - (iii) Public holiday loadings;
 - (iv) Any percentage addition payable to casual employees for ordinary hours or work;
 - (v) Ordinary time allowances (not including expense related allowances);
 - (vi) Payments made above the base rate for ordinary hours of work.
- (d) "Qualified employee" means:
 - (i) a full-time or part-time employee;
 - (ii) a casual employee who has earned \$450 or more in a calendar month during their employment with Alwyn Rehabilitation Hospital.

43.2 Contributions

For qualified employees Alwyn Rehabilitation Hospital shall, in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into a complying fund in accordance with subclause 43.1(a). Such contributions shall be remitted to the complying fund on a monthly basis.

43.3 Salary Sacrifice to Superannuation

- (a) Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount of salary sacrificed.
- (b) Salary sacrifice to superannuation shall be offered to employees by mutual agreement between the employee and Alwyn Rehabilitation Hospital.
- (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.

- (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- (f) The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.
- (g) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.
- (h) Salary sacrifice arrangements can be cancelled by either Alwyn Rehabilitation Hospital or the employee at any time provided either party gives one months' notice. Alwyn Rehabilitation Hospital has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
- (i) Contributions payable by Alwyn Rehabilitation Hospital in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (j) Alwyn Rehabilitation Hospital will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (k) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives Alwyn Rehabilitation Hospital's SGC contributions.

44. Consultation

44.1 This term applies if Alwyn Rehabilitation Hospital:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

44.2 For a major change referred to in subclause 44.1(a):

- (a) Alwyn Rehabilitation Hospital must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 44.3 to 44.9 apply.

44.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

44.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise Alwyn Rehabilitation Hospital of the identity of the representative; Alwyn Rehabilitation Hospital must recognise the representative.

44.5 As soon as practicable after making its decision, Alwyn Rehabilitation Hospital must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures Alwyn Rehabilitation Hospital is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 44.6 However, Alwyn Rehabilitation Hospital is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 44.7 Alwyn Rehabilitation Hospital must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 44.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Alwyn Rehabilitation Hospital, the requirements set out in subclause 44.2(a) and subclauses 44.3 and 44.5 are taken not to apply.
- 44.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of Alwyn Rehabilitation Hospital’s workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 44.10 For a change referred to in subclause 44.1(b):
- (a) Alwyn Rehabilitation Hospital must notify the relevant employees of the proposed change; and
 - (b) subclauses 44.11 to 44.15 apply.
- 44.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 44.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise Alwyn Rehabilitation Hospital of the identity of the representative; Alwyn Rehabilitation Hospital must recognise the representative.

- 44.13 As soon as practicable after proposing to introduce the change, Alwyn Rehabilitation Hospital must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Alwyn Rehabilitation Hospital reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that Alwyn Rehabilitation Hospital reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 44.14 However, Alwyn Rehabilitation Hospital is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 44.15 Alwyn Rehabilitation Hospital must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 44.16 In this term: relevant employees means the employees who may be affected by a change referred to in subclause 44.1.

45. Redundancy

45.1 Application

- (a) In accordance with the NES provisions in section 123 of part 2-2 of the Act, the following employees are exempted from this clause:
 - (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
 - (ii) an employee whose employment is terminated because of serious misconduct;
 - (iii) a casual employee;
 - (iv) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
 - (v) an employee prescribed by the regulations as an employee to whom Division 11 of part 2-2 of the Act does not apply.
- (b) Subclause 45.1(a)(i) does not prevent this clause from applying to an employee if a substantial reason for employing the employee as described in that paragraph was to avoid the application of this clause.

45.2 Discussions Before Terminations

- (a) Where Alwyn Rehabilitation Hospital has made a decision that they no longer wish the job an employee has been doing to be done by anyone and that decisions may lead to the termination of employment, Alwyn Rehabilitation Hospital shall hold discussions with the employees directly affected and their workplace representatives.
- (b) The discussions shall take place as soon as practicable after Alwyn Rehabilitation Hospital has made a definite decision which will invoke the provisions of subclause 45.2(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or

minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (c) For the purpose of the discussion Alwyn Rehabilitation Hospital shall, as soon as practicable, provide to the employees concerned and if requested by the employee, any nominated employee representative which may be a union representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that Alwyn Rehabilitation Hospital shall not be required to disclose confidential information the disclosure of which would adversely affect them.

45.3 Termination of Employment

- (a) Notice for Changes in Production, Programme, Organisation or Structure will be in accordance with Clause 39 – Termination of Employment
- (b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by Alwyn Rehabilitation Hospital for reasons arising from "technology" in accordance with subclause 44.1(a):

- (i) In order to terminate the employment of an employee Alwyn Rehabilitation Hospital shall give to the employee three months' notice of termination.
- (ii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) The period of notice required by this subclause and Clause 39 to be given shall be deemed to be service with Alwyn Rehabilitation Hospital for the purposes of the Long Service Leave Act 1955, or any Act amending or replacing the Act and Clause 23 Public Holidays and Clause 24 Annual Leave.

- (c) Time Off During the Notice Period
 - (i) During the period of notice of termination given by Alwyn Rehabilitation Hospital, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (ii) 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 Alwyn Rehabilitation Hospital, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

- (d) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with Alwyn Rehabilitation Hospital until the expiry of such notice. Provided that in such circumstance the employee shall not be entitled to payment in lieu of notice.

- (e) Statement of Employment

Alwyn Rehabilitation Hospital shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement

specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(f) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, Alwyn Rehabilitation Hospital shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) Centrelink Employment Separation Certificate

Alwyn Rehabilitation Hospital shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(h) Transfer to Lower Paid Duties

Where an employee agrees to be transferred to lower paid duties, for reasons set out in subclause 45.2 Discussions Before Terminations, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and Alwyn Rehabilitation Hospital may at Alwyn Rehabilitation Hospital'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 ordinary-time rate for the number of weeks' notice still owing.

45.4 Severance Pay

(a) Where the employment of an employee is to be terminated, Alwyn Rehabilitation Hospital shall pay the following severance pay in respect of a continuous period of service.

(i) If an employee is under 45 years of age, Alwyn Rehabilitation Hospital shall pay in accordance with the following scale:

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

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

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(iii) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination. For the purposes of this clause, in addition to the ordinary rate of pay and over-agreement payments, all allowances, penalties or shift payment to which the nurse would be entitled shall form part of an employee's "week's pay". For the purpose of this subclause the allowances in Clause 12 Special Allowances shall form part of the employee's "week's pay".

- (iv) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under subclauses 45.4(a)(i) and 45.4(a)(ii).
- (v) Alwyn Rehabilitation Hospital shall also pay the following amounts to any employee terminated pursuant to this clause:
 - (A) Pro rata long service leave; and
 - (B) Accrued annual leave.
- (b) Incapacity to Pay
 - (i) Subject to an application by Alwyn Rehabilitation Hospital and further order of the Fair Work Commission, Alwyn Rehabilitation Hospital may pay a lesser amount (or no amount) of severance pay than that contained in this clause.
 - (ii) The Fair Work Commission shall have regard to such financial and other resources of Alwyn Rehabilitation Hospital concerned as the Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay contained in this Agreement will have on Alwyn Rehabilitation Hospital.
- (c) Alternative Employment

Subject to an application by Alwyn Rehabilitation Hospital and further order of the Fair Work Commission, Alwyn Rehabilitation Hospital may pay a lesser amount (or no amount) of severance pay than that contained in this clause if Alwyn Rehabilitation Hospital obtains acceptable alternative employment for an employee.

46. The NES

- 46.1 It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the ease of the parties.
- 46.2 Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, the better entitlement will apply. Where this Agreement provides a condition or entitlement more favourable to the employee in a particular respect than that in the NES, the better condition or entitlement will apply.
- 46.3 The minimum guarantees provided by the NES will override less favourable provisions in this Agreement.

47. Agreement Flexibility

- 47.1 Alwyn Rehabilitation Hospital and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) Allowances;
 - (v) leave loading; and

- (a) the arrangement meets the genuine needs of Alwyn Rehabilitation Hospital and the employee in relation to 1 or more of the matters mentioned in subclause 47.1(a); and
 - (b) the arrangement is genuinely agreed to by Alwyn Rehabilitation Hospital and the employee.
- 47.2 Alwyn Rehabilitation Hospital must ensure that the terms of the individual flexibility arrangement:
- (b) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (c) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (d) result in the employee being better off overall than the employee would be if no arrangement was made.
- 47.3 Alwyn Rehabilitation Hospital must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of Alwyn Rehabilitation Hospital and the employee; and
 - (c) is signed by Alwyn Rehabilitation Hospital and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 47.4 Alwyn Rehabilitation Hospital must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 47.5 Alwyn Rehabilitation Hospital or the employee may terminate the individual flexibility arrangement:
- (a) by giving between 14 and 28 days written notice to the other party to the arrangement; or
 - (b) if Alwyn Rehabilitation Hospital and the employee agree in writing - at any time

48. Access to Copies of this Agreement and the NES

Where practicable, a copy of this Agreement and the National Employment Standards (NES) will be made readily accessible to staff at each workplace covered by this Agreement. In all cases a copy of both documents will be available for inspection through the person responsible for personnel matters at the workplace.

49. Workload Management

- 49.1 The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.
- 49.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:

- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
- (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
- (c) If a solution still cannot be identified and implemented, the matter should be referred to the Director of Nursing for further discussion.
- (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.

49.3 Where agreement cannot be reached, the parties may exercise their rights pursuant to Clause 40 Resolution of Disputes.

Table 1 – Salaries

Classification	First full pay period on or after				
	11-Feb-18	11-Feb-19	11-Feb-20	11-Feb-21	11-Feb-22
	2.50%	2.50%	2.50%	2.50%	2.50%
	Per Hour				
Assistant in Nursing					
1 st year of experience	\$21.97	\$22.52	\$23.08	\$23.66	\$24.25
2 nd year of experience (Cert iii at start)	\$22.67	\$23.24	\$23.82	\$24.42	\$25.03
3 rd year of experience	\$23.38	\$23.97	\$24.57	\$25.18	\$25.81
Thereafter	\$24.12	\$24.72	\$25.34	\$25.97	\$26.62
Enrolled Nurse with notation					
	\$29.35	\$30.08	\$30.83	\$31.60	\$32.39
Enrolled Nurse					
1 st year of experience	\$27.50	\$28.19	\$28.90	\$29.62	\$30.36
2 nd year of experience	\$28.11	\$28.82	\$29.54	\$30.27	\$31.03
3 rd year of experience	\$28.71	\$29.43	\$30.17	\$30.92	\$31.69
4 th year of experience	\$29.33	\$30.06	\$30.81	\$31.58	\$32.37
Thereafter	\$29.94	\$30.69	\$31.45	\$32.24	\$33.05
Nurse undergoing pre-registration training					
	\$26.36	\$27.02	\$27.70	\$28.39	\$29.10
Registered Nurse					
1 st year of service	\$30.58	\$31.34	\$32.12	\$32.93	\$33.75
2 nd year of service	\$32.24	\$33.04	\$33.87	\$34.72	\$35.59
3 rd year of service	\$33.90	\$34.75	\$35.62	\$36.51	\$37.42
4 th year of service	\$35.68	\$36.58	\$37.49	\$38.43	\$39.39
5 th year of service	\$37.45	\$38.39	\$39.35	\$40.33	\$41.34
6 th year of service	\$39.22	\$40.20	\$41.21	\$42.24	\$43.30
7 th year of service	\$41.24	\$42.27	\$43.33	\$44.41	\$45.52
8 th year of service and thereafter	\$42.94	\$44.01	\$45.11	\$46.24	\$47.40
Clinical Nurse Specialist					
	\$44.69	\$45.81	\$46.95	\$48.12	\$49.32
Clinical Nurse Educator					
	\$44.69	\$45.81	\$46.95	\$48.12	\$49.32

Classification	First full pay period on or after				
	11-Feb-18	11-Feb-19	11-Feb-20	11-Feb-21	11 Feb 22
	2.50%	2.50%	2.50%	2.50%	2.50%
	Per Hour				
Nurse Educator					
1 st year	\$49.57	\$50.81	\$52.08	\$53.38	\$54.71
2 nd year	\$50.97	\$52.24	\$53.55	\$54.89	\$56.26
3 rd year	\$52.22	\$53.53	\$54.87	\$56.24	\$57.65
4 th year and thereafter	\$54.94	\$56.32	\$57.72	\$59.17	\$60.65
Clinical Nurse Consultant					
	\$54.94	\$56.32	\$57.72	\$59.17	\$60.65
Quality Manager					
	-	\$50.00	\$51.25	\$52.53	\$53.84
Nurse Manager					
Level 1	\$53.86	\$55.21	\$56.59	\$58.00	\$59.45
Level 2	\$56.43	\$57.84	\$59.29	\$60.77	\$62.29
Level 3	\$57.93	\$59.38	\$60.86	\$63.38	\$63.94
Senior Nurse Educator					
1 st year	\$56.27	\$57.68	\$59.12	\$60.60	\$62.12
2 nd year	\$57.43	\$58.87	\$60.34	\$61.85	\$63.40
3 rd year and thereafter	\$59.36	\$60.84	\$62.36	\$63.92	\$65.52
Director of Nursing					
Less than 25 beds	\$58.14	\$59.60	\$61.09	\$62.62	\$64.19
25 beds, less than 50 beds	\$61.56	\$63.10	\$64.68	\$66.30	\$67.96
50 beds, less than 75 beds	\$62.90	\$64.47	\$66.09	\$67.74	\$69.43
75 beds, less than 100 beds	\$64.21	\$65.81	\$67.46	\$69.14	\$70.87

Table 2 – Other Rates and Allowances

Item No	Clause No.	Brief Description	First Full Pay Period on or after 11-Feb-18	First Full Pay Period on or after 11-Feb-19	First Full Pay Period on or after 11-Feb-20	First Full Pay Period on or after 11-Feb-21	First Full Pay Period on or after 11-Feb-22	
			2.50%	2.50%	2.50%	2.50%	2.50%	
1	12.1(a)	In charge	\$34.42	\$35.28	\$36.16	\$37.06	\$37.99	/shift
2	12.2(a)	On call between rostered shifts Monday to Friday (or prior to 11/2/19 for all days other than RDOs)	\$25.52 All days other than RDOs	\$26.16	\$26.81	\$27.48	\$28.17	/24 hours or part thereof
3	12.2(b)	On call on Saturdays	N/A	\$33.27	\$34.10	\$34.95	\$35.82	/24 hours or part thereof
4	12.2(c)	On call - Sundays, Public Holidays and days not rostered to work (or prior to 11/2/19 for RDOs only)	\$50.39 RDOs only	\$51.65	\$52.94	\$54.26	\$55.62	/24 hours or part thereof
5	12.2(d)	On call during meal break	\$14.19	\$14.54	\$14.90	\$15.27	\$15.65	/meal
6	12.2(e)	Use of Private Vehicle	ATO	ATO	ATO	ATO	ATO	/Km
7	16.3(a)	Uniforms	\$7.74	\$7.93	\$8.13	\$8.33	\$8.54	/week
8	16.3(a)	Shoes	\$2.40	\$2.46	\$2.52	\$2.58	\$2.64	/week
9	16.3(b)	Stockings	\$4.02	\$4.12	\$4.22	\$4.33	\$4.44	/week
10	16.3(c)	Cardigan or jacket	\$2.34	\$2.40	\$2.46	\$2.52	\$2.58	/week
11	16.3(d)	Laundry	\$6.43	\$6.59	\$6.75	\$6.92	\$7.09	/week
12	16.3(f)	Socks	\$0.78	\$0.80	\$0.82	\$0.84	\$0.86	/week
13	18.13	Meal on overtime	\$22.02	\$22.57	\$23.13	\$23.71	\$24.30	/meal
14	32.1(c)	Breakfast	\$4.49	\$4.60	\$4.72	\$4.84	\$4.96	/meal
15	32.1(c)	Other meals	\$8.17	\$8.37	\$8.58	\$8.79	\$9.01	/meal



**Alwyn Rehabilitation Hospital, NSWNMA and ANMF NSW Branch
Enterprise Agreement 2019 to 2022**

Signature page on Behalf of:

Alwyn Holdings Pty Ltd, (trading as Alwyn Rehabilitation Hospital)

Dated this 31st day of January 2020

A handwritten signature in blue ink, appearing to read "John Franta", written over a horizontal dotted line.

Signature
John Franta
1 Emu St
Strathfield NSW 2135

A handwritten signature in blue ink, appearing to read "Liliana Marinucci", written over a horizontal dotted line.

Signature of Witness
Liliana Marinucci
1 Emu St
Strathfield NSW 2135

As the Chief Executive Officer of Alwyn Holdings Pty Ltd, (trading as Alwyn Rehabilitation Hospital)
Mr Franta is authorised to sign on behalf of the employer.

Brett Holmes

Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

O'Bray Smith
President
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.