



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Wolper Jewish Hospital

(AG2023/4514)

WOLPER JEWISH HOSPITAL, NSWNMA AND ANMF NSW BRANCH ENTERPRISE AGREEMENT 2023

Health and welfare services

DEPUTY PRESIDENT ROBERTS

SYDNEY, 11 DECEMBER 2023

*Application for approval of the Wolper Jewish Hospital, NSWNMA and ANMF NSW Branch
Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *Wolper Jewish Hospital, NSWNMA and ANMF NSW Branch Enterprise Agreement 2023* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Wolper Jewish Hospital (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings (**Annexure A**). In accordance with s.190(4) of the Act the views of the bargaining representatives for the agreement were sought in relation to the undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as is relevant to this application for approval has been met. The undertakings are taken to be a term of the Agreement.

[4] The Agreement does not contain a model flexibility term compliant with the Act. Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] I note that Clause 44.2 of the Agreement provides that ‘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.’

[6] The Australian Nursing and Midwifery Federation (**ANMF**) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the ANMF.

[7] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 30 November 2025.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/4514

Applicant:

Wolper Jewish Hospital

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Tina Boger, General Manager & Director Clinical Services have the authority given to me by Wolper Jewish Hospital to give the following undertakings with respect to the [Agreement name] ("the Agreement"):

With respect to the clause 6.2(e) and 6.3 in the Agreement, the said clauses will be replaced with the following:

6.2(e) A 12 hour shift system may be introduced in accordance with clause 6.16 of this agreement.

With respect to the clause 6.16 in the Agreement, the said clause will be replaced with:

*6.16 The following criteria shall apply to the introduction of 12 hour shifts under this agreement:
(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. The introduction of 12 hours shifts under this agreement will not apply to Assistants in Nursing.*

With respect to the clause 18.4(b)(ii) in the Agreement, the said clause will be replaced with:

18.4(b)(ii) Time worked by part-time employees up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned up to a maximum of 10 hours per day shall not be regarded as overtime but an extension of the contracted hours for that day and shall be paid at the ordinary rate of pay. Where more than 76 hours are worked in a fortnight overtime will be paid.

An additional clause will be added after 18.4(b)(ii) as follows:

18.4(iii) Notwithstanding clause 18.4(b)(ii), time worked by full time and part-time employees who mutually agree to work 12 hour shifts in accordance with clauses 6.2(e) and clause 6.16 will be paid overtime when the employee works in excess of 12 hours per day. Where more than 76 hours are worked in a fortnight overtime will be paid.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

Date

6/12/2023



WOLPER
JEWISH HOSPITAL



**WOLPER JEWISH HOSPITAL,
NSWNMA and ANMF NSW BRANCH
ENTERPRISE AGREEMENT 2023**

Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

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2. Title

This Agreement is the Wolper Jewish Hospital, NSWNMA and ANMF NSW Branch Enterprise Agreement 2023 (“this Agreement”).

3. Parties

This Agreement will be binding on:

- 3.1 Wolper Jewish Hospital (A.B.N 84 000 071 741) (Wolper Jewish Hospital) of 8 Trelawney St Woollahra NSW 2025.
- 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 Wolper Jewish 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 30 November 2025.
- 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)*.

"Assistant in Nursing" means an employee, other than one registered with the Nursing and Midwifery Board of Australia or its successor or one who is in training for the purpose of such registration, who is

under the direct control and supervision of a Registered nurse (RN) nurse and whose employment is solely to assist an RN or Enrolled nurse (EN) in the provision of nursing care to persons.

“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 Grade 1" means a registered nurse appointed as such to a position, who has at least 5 years full-time equivalent post registration experience and in addition who has approved post registration nursing qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the hospital.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part-time service).

"Clinical Nurse Consultant Grade 2" means a registered nurse appointed as such to a position, who has at least 5 years full-time equivalent post registration experience, with at least 3 years full-time equivalent experience in the specialty field. In addition, the employee must have approved postgraduate nursing qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the hospital. Wolper Jewish Hospital may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part-time service).

"Clinical Nurse Consultant Grade 3" means a registered nurse appointed as such to a position, who has at least 7 years full-time equivalent post registration experience, with at least 5 years full-time equivalent experience in the specialty field. In addition, the employee must have approved postgraduate nursing qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the hospital. Wolper Jewish Hospital may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part-time service).

“Clinical Nurse Educator” means a Registered Nurse appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by Wolper Jewish Hospital.

The Clinical Nurse Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator shall provide for the delivery of clinical nurse education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;
- Provides one on one informal education;

- Provides support for skill development in clinical procedures;
- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months satisfactory full-time service.

“Clinical Nurse Specialist Grade 1” means a Registered Nurse who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse Specialist Grade 1 shall satisfy the following minimum criteria:

- Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years’ experience in the relevant specialist field.
- A Clinical Nurse Specialist Grade 1 is distinguished from an 8th Year Registered Nurse by being required to satisfy the following criteria:
 - (a) actively contributes to the development of clinical practice in the ward/unit/service;
 - (b) acts as a resource and mentor to others in relation to clinical practice; and
 - (c) actively contributes to their own professional development.

Clinical Nurse Specialist Grade 1 is a personal grading.

“Clinical Nurse Specialist Grade 2” means a Registered Nurse appointed to a position classified as such with relevant post-registration qualifications and at least 3 years’ experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist Grade 2 classification encompasses the Clinical Nurse Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist Grade 1 by the following additional role characteristics:

- Exercises extended autonomy of decision making;
- Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:
 - leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or
 - specialist clinical practice across a small or medium sized health facility/sector/service; or
 - primary case management of a complete episode of care; or
 - primary case management of a continuum of specialty care involving both inpatient and community based services; or
 - an authorised extended role within the scope of Registered Nurse practice.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part-time service).

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

"Deputy Director of Nursing" means a person appointed to that position or deemed to hold that position pursuant to Clause 301 Deputy Directors of Nursing and Assistant Directors of Nursing.

"Director of Nursing" is a registered nurse who is appointed by Wolper Jewish 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 1786 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.
 - 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.
 - Where a child includes: an adult child; an adopted child; a step child; a foster child or an ex-nuptial child.
 - 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 Wolper Jewish 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 Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a hospital shall include:

(a) **"Nursing Unit Manager Level 1"** whose responsibilities include:

(1) 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.

(2) 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.

(3) 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 Unit 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 Unit Manager Level 1.

(c) **"Nursing Unit Manager Level 3"** whose responsibilities in relation to patient services ward or unit management and staff are in excess of those of a Nursing Unit 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.

"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 1786 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 Wolper Jewish 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 Wolper Jewish 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 6.16
- 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) Wolper Jewish Hospital is to decide when employees take their ADOs. Where necessary Wolper Jewish 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, ADOs shall be consecutive with RDOs;
 - (c) Once set, the ADOs may not be changed except in accordance with the provisions of Clause 9 Rosters;
 - (d) Where Wolper Jewish 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 ADOs the employee must apply and Wolper Jewish Hospital will not unreasonably decline the request. Where ADOs 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 subclause 24.2. 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 RDOs except for overtime.
 - (c) Where practicable, RDOs 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 Breaks between ordinary shifts:
 - (a) An employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.
 - (b) By mutual agreement between the employer and employee, the 10-hour rest break may be reduced to 8 hours;

- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period.
- 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 per fortnight unless there is agreement between Wolper Jewish Hospital and the employee. 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) Wolper Jewish 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 Wolper Jewish 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
 - (a) Except as provided for in subclause 6.13(b) an employee shall not be employed on night duty for a longer period than 8 consecutive weeks. After having served a period of night duty an employee shall not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.
 - (b) The provisions of subclause 6.13(a) shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or a general nurse in charge, as the case may be, who is employed permanently in charge at night nor to an employee who requests to be employed on night duty and the Director of Nursing consents.

- 6.14 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.
- 6.15 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 Wolper Jewish 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.
- 6.16 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) Wolper Jewish 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 Wolper Jewish Hospital and affected employees agree. The evaluation process must involve representatives of employees and Wolper Jewish Hospital. Aspects which are to be considered in the evaluation process are to include occupational 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 Wolper Jewish Hospital reaching mutual agreement to that individual working 12 hour shifts.

6.17 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 a reasonable amount of additional hours. Part-time employees may be asked, but not required, to work a reasonable number of 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 Wolper Jewish 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.

6.18 Where an employee is required to change into a uniform or a specified type of garment at Wolper Jewish Hospital's premises 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 Wolper Jewish 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 Wolper Jewish 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 Unit 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 (a) above.
- 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 Wolper Jewish 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 (a) 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: 49 – Ceremonial leave; 26 – Compassionate Leave; 27 – Personal/carers' leave and 53 – 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.

- (b) Where a roster change is required in accordance with 9.3(a) the employer will, where reasonably practical, first seek volunteers and/or use casual and/or agency employees. Employees may advise the employer in advance of days when they will not be available, or will be available to attend work to cover short term absences in accordance with 9.3(a).
- 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 Unit Manager or Director of Nursing for any reasonable ground.
- 9.6 Wolper Jewish 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 current rate is set out as a weekly rate. The parties have agreed that the following wage increases, set out as hourly rates, will apply:
 - (a) 3% from the first pay period to commence on or after 1 December 2023;
 - (b) 2.25% from the first pay period to commence on or after 1 December 2024.
- 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 An Assistant in Nursing studying to become a Registered Nurse will be paid no less than the salary rate for "Assistant in Nursing - second year of experience" in Table 1.
- 10.6 In relation to the salaries of Deputy Director of Nursing and Director of Nursing, "beds" means adjusted daily average of occupied beds.
- 10.7 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 Wolper Jewish Hospital shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If Wolper Jewish Hospital does not so notify the nurse then the requirements of this clause shall not commence until Wolper Jewish 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 Wolper Jewish 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 11.2 above Wolper Jewish 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, Wolper Jewish 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 Wolper Jewish Hospital.
- 11.6 A nurse who is working as a nurse for more than one organisation shall notify Wolper Jewish 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 in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 100 shall be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2, per shift.
- (b) A registered nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager shall be paid, in addition to her or his appropriate salary whilst so in charge the sum set out in Item 2 of Table 2 per shift. This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.
- (c) A registered nurse who is designated to be in charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of a hospital with less than 100 beds during the day, evening or night on the same shift shall

be paid an allowance per shift of the sum set out in Item 3 of Table 2. This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.

- (d) 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 Wolper Jewish Hospital to be on call otherwise than as provided for in subclause 12.2(b) 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.
 - (b) An employee required to be on call on rostered days off in accordance with subclause 6.15(b) of Clause 6 Hours of Work and Free Time of Employees, shall be paid the sum set out in Item 5 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 who is directed to remain on call during a meal break shall be paid an allowance of the sum set out in Item 6 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.
 - (d) 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 7 of Table 2. The provisions of this paragraph shall apply to all employees.
 - (e) Subclauses 12.2(a) to 12.2(c) shall not apply to a Director of Nursing, Deputy Director of Nursing or Assistant 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 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 Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the subclause 13.1.
- 13.6 The Saturday and/or Sunday loading in clause 13.5 will be calculated on the casual rate (base rate plus casual loading) for casual employees.
- 13.7 Casual employees who work on Public holidays are paid in accordance with clause 23.6.
- 13.8 The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 24 Annual Leave.

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 Wolper Jewish Hospital, if so required, satisfactory proof that they have not received from another employer reimbursement in respect of those fares.

15. Mobile Phones

- 15.1 If an employee is required for the purpose of their employment, to be on call on a regular basis or where an employee is required by Wolper Jewish Hospital to be contactable by telephone, Wolper Jewish Hospital shall provide the employee with a mobile phone for the duration of such requirements.
- 15.2 Wolper Jewish Hospital will meet all costs associated with the phone, other than for calls made by the employee that are not related to their employment with the Wolper Jewish 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 Wolper Jewish Hospital, shall return any uniform or part thereof supplied by Wolper Jewish Hospital which is still in use immediately prior to leaving.
- 16.3
 - (a) In lieu of supplying uniforms and shoes to an employee, Wolper Jewish Hospital shall pay the said employee the sum set out in Item 8 of Table 2, for uniforms and the sum set out in Item 9 of Table 2 for shoes per week.
 - (b) In lieu of supplying stockings to an employee, Wolper Jewish Hospital shall pay the said employee the sum set out in Item 10 of Table 2 per week.
 - (c) In lieu of supplying a cardigan or jacket to an employee Wolper Jewish Hospital shall pay the said employee the sum set out in Item 11 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 12 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 Wolper Jewish 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 Wolper Jewish Hospital shall pay the said employee the sum set out in Item 13 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.

- 16.4 Within the first year of this Agreement's operation, Wolper Jewish Hospital will introduce and supply Wolper-branded scrub uniforms and will consult with nursing employees in relation to the introduction of scrub uniforms and any policies or procedures that may apply following their introduction.

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 6.17 Wolper Jewish 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 6.17.
- 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)
 - (i) All time worked by part-time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be overtime.
 - (ii) Time worked by part-time employees up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift

in the ward or section concerned 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.

- (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 will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause 13 – Penalty Rates for Shift Work and Weekend Work.
- (e) Overtime rates for casual employees are payable on the casual rate (base plus casual loading).

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.

18.8 An employee recalled to work overtime after leaving Wolper Jewish 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 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; provided that benefits of this subclause shall not apply to part-time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.

18.10 An employee recalled to work overtime after leaving Wolper Jewish 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.

18.11 A meal in each of the breaks referred to in subclauses 18.9 and 18.10 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 14 of Table 2, shall be paid to the employee concerned.

18.12 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.

18.13 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.

- 18.14 (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 Wolper Jewish 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.

18.15 Time off instead of payment for overtime

- (a) An employee and Wolper Jewish 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 18.15 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 18.15 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 Wolper Jewish Hospital.
- (c) If the employee requests at any time, to be paid for overtime covered by an agreement under subclause 18.15 but not taken as time off, Wolper Jewish 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 18.15(b), Wolper Jewish 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 Wolper Jewish Hospital and the employee, instead of being paid for overtime worked by the employee. If Wolper Jewish Hospital agrees to the request then subclause 18.15 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 18.15 applies has not been taken, Wolper Jewish 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 Wolper Jewish Hospital.

18.16 An employee, other than the Director of Nursing, who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hours 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.

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 Wolper Jewish 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 34 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) Wolper Jewish Hospital'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) Personal/carer's leave accruals; and
- (ix) the Australian Business Number (if any) of Wolper Jewish Hospital.

- (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 Wolper Jewish Hospital 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 Wolper Jewish Hospital 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 Wolper Jewish Hospital 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) Wolper Jewish Hospital 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 Wolper Jewish 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, Wolper Jewish 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.

21.2 Hours Worked by Part-time Employees

- (a) By agreement between Wolper Jewish 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 the 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 they work 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 Wolper Jewish 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 Wolper Jewish Hospital will not be unreasonably withheld.
- (e) Any adjusted contracted hours resulting from the review identified in this subclause 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 the agreement that the loading does not apply, 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 the 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) Clause 30 Deputy Directors of Nursing, Assistant Directors of Nursing;
 - (b) Subclause 6.4 ADOs;
 - (c) Clause 7 Hours of Work and Free Time of Directors of Nursing;
 - (d) Clause 9 Rosters;
 - (e) Clause 24 Annual Leave; and
 - (f) All other clauses in this Agreement apply to casual employees unless the clause specifically excludes casual employees.
- 22.5 In accordance with the NES, casual employees have no entitlement to paid annual leave or paid personal/carers leave.
- 22.6 **Casual employees and Long Service Leave**
- For the entitlement to payment in respect of long service leave, see the *Long Service Leave Act* 1955.
- 22.7 **Casual Conversion**
- (a) A casual Employee, who has been employed for 12 months or more and has worked a regular pattern of hours on an ongoing basis during at least 6 months of that period, will be offered conversion to permanent employment by the Employer in accordance with sections 66B to 66M of the Act. Offers for conversion of casual Employees to permanent employment under this clause will be made in accordance with the Act.
 - (b) A casual Employee, who has been employed for 12 months or more and has worked a regular pattern of hours on an ongoing basis in the period of 6 months ending on the day the request is given, also has the right to request conversion to permanent employment in accordance with sections 66F to 66J of the Act.

23. Public Holidays

- 23.1. Public holidays are provided for in the NES. This clause contains additional provisions.
- 23.2. Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish 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) Wolper Jewish 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) Part-time Employees: Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. 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.
 - (d) 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 four (4) weeks annual leave and the greater of
 - (i) Counter leave in accordance with subclause 24.3; or
 - (ii) 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) Wolper Jewish 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 Wolper Jewish Hospital subject to the operational requirements of the workplace. Wolper Jewish 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, Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish Hospital to grant paid annual leave requested by the employee.

24.6 Excessive leave accruals: direction by Wolper Jewish Hospital that leave be taken

- (a) If Wolper Jewish 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), Wolper Jewish Hospital may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Wolper Jewish Hospital under paragraph 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 Wolper Jewish 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 Wolper Jewish 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, Wolper Jewish 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 Wolper Jewish Hospital under subclause 24.5(b) but agreement is not reached (including because Wolper Jewish Hospital refuses to confer), the employee may give a written notice to Wolper Jewish Hospital requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish 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) Wolper Jewish Hospital must grant paid annual leave requested by a notice under subclause 24.7(a).

24.8 Annual Leave in advance

- (a) Wolper Jewish 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 Wolper Jewish Hospital and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) Wolper Jewish 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 Wolper Jewish 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) Wolper Jewish 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 Wolper Jewish 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
 - (i) the date on which the payment is to be made.
- (c) An agreement under subclause 24.9 must be signed by Wolper Jewish 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) Wolper Jewish 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) Wolper Jewish 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 payment, 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 or penalties in subclause 24.12(a) are 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 or penalties in subclause 24.12(a) are 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.

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) (i) Every employee:

- (A) after five years' continuous service with Wolper Jewish Hospital shall be entitled to one months' long service leave on full pay;
 - (B) after ten years continuous service to an additional one month's long service leave on full pay;
 - (C) after fifteen years' continuous service to an additional one month's long service leave on full pay; and
 - (D) for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay.
 - (ii) 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 Wolper Jewish Hospital bearing in mind the operational requirements of the hospital.
 - (iii) 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)(i)
- (b) 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,

Wolper Jewish 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.
- (c) 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.

- (d) 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.
- (e) Any period(s) of part-time employment with Wolper Jewish 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.
- (f) 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.
- (g) 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; or
 - (iv) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - (v) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- (c) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to 3 days for each permissible occasion.
- (d) Employees who are on unpaid parental leave will be entitled to take compassionate leave following the stillbirth or death of a child in relation to whom the employee is taking unpaid parental leave.

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 Wolper Jewish 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, Wolper Jewish 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 Wolper Jewish 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) Wolper Jewish 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.

26.6 Service

- (a) A period of paid compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid compassionate leave does not break an employee's continuity of service, but does not count as service.

27. Personal/Carer's Leave

27.1 The NES

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

27.2 Entitlement to paid Personal/Carers Leave

- (a) For each year of service with Wolper Jewish Hospital, an employee is 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.
- (c) There is not a requirement to provide evidence for personal/carer's leave for absences of up to 2 consecutive days.

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/Carers Leave

An employee may make application to access personal/carers 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/Carers 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 Wolper Jewish Hospital.
- (c) This entitlement extends to casual employees and Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish Hospital requires an employee to give Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish Hospital requires an employee to give Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish 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.

27.11 Personal / Carers Leave and Rostered Days Off

- (a) An employee may elect, with the consent of Wolper Jewish Hospital, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of Wolper Jewish Hospital, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of Wolper Jewish Hospital, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between Wolper Jewish Hospital and employee, or subject to reasonable notice by the employee or Wolper Jewish Hospital.
- (d) This subclause is subject to Wolper Jewish Hospital informing the affected employees and their workplace representatives of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the affected employees and their workplace representatives to participate in negotiations.

27.12 Personal/Carer's Leave and Service

- (a) A period of paid personal/carer's leave does not break an employee's continuity of service and paid personal/carer's leave counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, however a period of unpaid personal/carer's leave does not count as service.

28. Staff Amenities

28.1 Wolper Jewish 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 15 of Table 2 and the sum set out in Item 16 of Table 2 for other meals.

29. Escort Duty

- 29.1 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.
- 29.2 All reasonable out-of-pocket expenses shall be reimbursed.
- 29.3 Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation, or waiting for transport.
- 29.4 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.

30. Deputy Directors of Nursing, Assistant Directors of Nursing

- 30.1 The following appointments shall be made in the hospital with adjusted daily averages of occupied beds as specified hereunder:
 - (a) Less than 40 beds – a Deputy Director of Nursing except where:
 - (i) the Registered Nurses at the hospital are all given the same duties and no Registered Nurse is delegated Deputy Director of Nursing duties; and
 - (ii) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.
 - (b) 40 beds and over but less than 75 beds – a Deputy Director of Nursing except where:
 - (i) at least two full-time equivalent Nursing Unit Managers are employed; and
 - (ii) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.

- 30.2 Appointments under subclause 30.1 shall be made within two calendar months of the date this Agreement becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months of the occurrence of a vacancy, the registered nurse employed as such or in a higher classification who has customarily relieved, in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification at the hospital, shall be deemed to be appointed until such time as another appointment is made by the hospital.

31. Vaccination of Nurses

- 31.1 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.
- 31.2 The costs involved in the above will be borne by Wolper Jewish Hospital.

32. Domestic Work

- 32.1 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.
- 32.2 Nothing in subclause 32.1 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.

33. Labour Flexibility

- 33.1 Wolper Jewish 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 32 Domestic Work.
- 33.2 Wolper Jewish 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 Wolper Jewish Hospital shall be consistent with Wolper Jewish Hospital's responsibility to provide a safe and healthy working environment for employees and Wolper Jewish Hospital's duty of care to patients.

34. Termination of Employment

- 34.1 Subject to subclauses 34.2 to 34.7, employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by Wolper Jewish Hospital or forfeiture by the employee of wages in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified.
- 34.2 Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.

- 34.3 Wolper Jewish Hospital may, without notice, summarily dismiss an employee at any time for serious misconduct. Payment is up to the time of dismissal only.
- 34.4 In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise Wolper Jewish Hospital to deduct from his or her wages payable up to, or on termination, relevant wages payable in lieu of notice. Should Wolper Jewish Hospital not receive such an authorisation from the employee to make the applicable deduction in whole, Wolper Jewish 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.
- 34.5 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 Wolper Jewish Hospital, for example, because of a repudiatory breach of the employment contract by Wolper Jewish Hospital.
- 34.6 In respect of the requirement for Wolper Jewish Hospital to provide or pay 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.
- 34.7 Except in the case of summary dismissal, it is the intention of this clause that both Wolper Jewish 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.
- 34.8 **Notice of termination by Wolper Jewish 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 Wolper Jewish Hospital.
- (c) Casuals are to be given notice to the end of the current shift worked.
- 34.9 **Notice by employee**
- (a) Subject to subclauses 34.9(b) and 34.9(c) employees with 1 year or less service shall provide Wolper Jewish Hospital with one week notice, all other employees shall give Wolper Jewish 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.
- 34.10 Upon the termination of the services of an employee, Wolper Jewish Hospital shall furnish the employee with a written statement, signed by or on behalf of Wolper Jewish Hospital, setting out the period of the employment and the capacity in which the employee was employed.
- 34.11 Employees who have accrued ADO's shall be paid for such accrued time at ordinary rate of pay upon termination.

35. 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 entitled to be paid the "ordinary rate" 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 Wolper Jewish Hospital, be permitted to be free from duty for a period of time equivalent to the period spent in attendance on such duties. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

36. Resolution of Disputes

- 36.1 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.
- 36.2 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.
- 36.3 The employee(s) and/or Wolper Jewish Hospital may authorise an organisation, including the Union, or another person of their choice, to represent them for the purposes of this clause. This may include an authorised representative referring a matter to the FWC and / or representing their interests in any proceedings before the FWC.
- 36.4 If a dispute is unable to be resolved at the workplace, and all appropriate steps under clause 36.1 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.
- 36.5 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.
- 36.6 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.
- 36.7 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.
- 36.8 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.
- 36.9 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.
- 36.10 The parties agree to confer immunity on the Fair Work Commission for all matters relating to the dispute resolution between the parties.
- 36.11 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 Wolper Jewish Hospital to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

37. 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.

38. Parental Leave

Parental Leave entitlements are governed by the NES.

39. Requests for Flexible Working Arrangements

39.1 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)

39.2 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.

39.3 To avoid doubt, and without limiting subclause 39.2, 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

39.4 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 Wolper Jewish Hospital immediately before making the request; or
- (b) for a casual employee, the employee:
 - (i) is a long term casual employee of Wolper Jewish Hospital immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by Wolper Jewish Hospital on a regular and systematic basis.

39.5 The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

39.6 Wolper Jewish Hospital must give the employee a written response to the request within 21 days, stating whether Wolper Jewish Hospital grants or refuses the request. If Wolper Jewish Hospital refuses the request the response must also include the reasons for the refusal.

39.7 Wolper Jewish Hospital may refuse a request but only on reasonable business grounds.

40. Superannuation

40.1 Definitions

- (a) "Default fund" means Prime Super or the Health Employees' Superannuation Trust Australia (H.E.S.T.A.) both of whom offer a MySuper product. Should an employee fail to nominate a fund, Wolper Jewish Hospital will choose one of the above approved funds 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 or in excess of \$2,000.00 ordinary-time earnings during their employment with Wolper Jewish Hospital in the course of any one year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to 8 July 1997 will continue to be qualified

40.2 Contributions

For qualified employees Wolper Jewish 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 40.1(a). Such contributions shall be remitted to the complying fund on a monthly basis.

40.3 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 Wolper Jewish 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 Wolper Jewish Hospital or the employee at any time provided either party gives one months' notice. Wolper Jewish 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 Wolper Jewish 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) Wolper Jewish 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 Wolper Jewish Hospital's SGC contributions.

41. Remuneration Packaging

- 41.1 Wolper Jewish Hospital offer a remuneration packing arrangement to employees covered by this agreement.
- 41.2 No employee shall be compelled to enter into a remuneration packaging arrangement.
- 41.3 The terms and conditions of a package offered to an employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement and shall be subject to the following provisions:
 - (a) Wolper Jewish Hospital shall ensure that the structure of any package complies with taxation and other relevant laws.
 - (b) Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their Agreement salary prior to the application of any remuneration packaging arrangements.
- 41.4 A copy of the remuneration agreement shall be made available to the employee.
- 41.5 The employee shall be entitled to inspect details of payments made under the terms of the remuneration agreement.

- 41.6 The configuration of the remuneration package shall remain in force for the period agreed between the employee and Wolper Jewish Hospital.
- 41.7 Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between Wolper Jewish Hospital and the employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the employee.
- 41.8 In the event that Wolper Jewish Hospital ceases to attract exemption from payment of Fringe Benefit Tax, Wolper Jewish Hospital may terminate all remuneration packaging arrangements and the employee's salary will revert to the applicable Agreement classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.
- 41.9 One month's notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to the Agreement wage.
- 41.10 In the event that the employee ceases to be employed by Wolper Jewish Hospital the remuneration agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.
- 41.11 Pay increases granted to employees in accordance with this Agreement shall also apply to employees subject to remuneration packaging arrangements.
- 41.12 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 remuneration packaging arrangements.

42. Consultation

- 42.1 This term applies if Wolper Jewish 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

- 42.2 For a major change referred to in subclause 42.1(a):
- (a) Wolper Jewish Hospital must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses 42.3 to 42.9 apply.
- 42.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 42.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (b) the employee or employees advise Wolper Jewish Hospital of the identity of the representative; Wolper Jewish Hospital must recognise the representative.
- 42.5 As soon as practicable after making its decision, Wolper Jewish 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 Wolper Jewish 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.
- 42.6 However, Wolper Jewish Hospital is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 42.7 Wolper Jewish Hospital must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 42.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Wolper Jewish Hospital, the requirements set out in subclause 42.2(a) and subclauses 42.3 and 42.5 are taken not to apply.
- 42.9 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 Wolper Jewish 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

- 42.10 For a change referred to in subclause 42.1(b):
 - (a) Wolper Jewish Hospital must notify the relevant employees of the proposed change; and
 - (b) subclauses 42.11 to 42.15 apply.
- 42.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 42.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise Wolper Jewish Hospital of the identity of the representative; Wolper Jewish Hospital must recognise the representative.
- 42.13 As soon as practicable after proposing to introduce the change, Wolper Jewish 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 Wolper Jewish Hospital reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that Wolper Jewish 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).
- 42.14 However, Wolper Jewish Hospital is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 42.15 Wolper Jewish Hospital must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 42.16 In this term: relevant employees means the employees who may be affected by a change referred to in subclause 40.1.

43. Redundancy

43.1 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) Sub clause 43.1 (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.

43.2 Discussions Before Terminations

- (a) Where Wolper Jewish 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, Wolper Jewish Hospital shall hold discussions with the employees directly affected and their workplace representatives.

- (b) The discussions shall take place as soon as practicable after Wolper Jewish Hospital has made a definite decision which will invoke the provisions of subclause 43.2(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 Wolper Jewish 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 Wolper Jewish Hospital shall not be required to disclose confidential information the disclosure of which would adversely affect them.

43.3 Termination of Employment

- (a) Notice for Changes in Production, Programme, Organisation or Structure will be in accordance with Clause 34 – Termination of Employment

- (b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by Wolper Jewish Hospital for reasons arising from "technology" in accordance with subclause 42.1(a):

- (i) In order to terminate the employment of an employee Wolper Jewish 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 34 to be given shall be deemed to be service with Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish 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

Wolper Jewish 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, Wolper Jewish 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

Wolper Jewish 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 43.2 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 Wolper Jewish Hospital may at Wolper Jewish 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.

43.4 Severance Pay

(a) Where the employment of an employee is to be terminated, Wolper Jewish 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, Wolper Jewish 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 subparagraph the following allowances in Clause 12 Special Allowances shall form part of the employee's "week's pay"; subclause 12.1(a), 12.1(b), 12.2(a), and 12.2(c).

- (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 43.4(a)(i) and 43.4(a)(ii).
- (v) Wolper Jewish 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 Wolper Jewish Hospital and further order of the Fair Work Commission, Wolper Jewish 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 Wolper Jewish 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 Wolper Jewish Hospital.
- (c) Alternative Employment

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

44. The NES

- 44.1 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.
- 44.2 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.
- 44.3 The minimum guarantees provided by the NES will override less favourable provisions in this Agreement.

45. Intentions

This Agreement is entered into on the understanding that it does not contravene any aspect of the *Fair Work Act 2009* and relevant Regulations. Where any term of this Agreement contravenes legislation, such term shall not apply. Where this Agreement is silent in whole or in part, the relevant legislation will apply.

46. Agreement Flexibility

- 46.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) The Employer and the individual Employee must have genuinely made the Agreement without coercion or duress.
- 46.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009;
 - (b) and are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the Employee being better off overall at the time the Agreement is made than the Employee would be if no arrangement was made.
- 46.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (A) the terms of the enterprise Agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) 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
 - (D) states the day on which the arrangement commences.
- 46.4 If the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
- 46.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 46.6 An individual flexibility arrangement may be terminated:
- (a) by the Employer or Employee giving 13 weeks' written notice to the other party; or
 - (b) if the Employer and Employee agree in writing — at any time.

47. 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.

48. Workload Management

- 48.1 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.
- 48.2 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.
- 48.3 Where agreement cannot be reached, the parties may exercise their rights pursuant to Clause 36 Resolution of Disputes.

49. 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 Wolper Jewish Hospital.

50. Recognition of Workplace Representatives

The role of Union recognised workplace representatives is acknowledged by Wolper Jewish Hospital. Wolper Jewish Hospital agrees to provide them with reasonable access to their colleagues in the workplace, telephone, internet, email, facsimile, photocopying, noticeboards and meeting facilities for the purpose of carrying out work as a workplace representative, including consulting with workplace colleagues and their union.

51. Representative Leave

Three days paid Representative Leave a calendar year is available in total for Union recognised workplace representatives working at the facility. Union recognised workplace representatives may use this leave to attend trade union courses / seminars and or to participate in the decision making processes of the Union. Representative Leave will count as service for all purposes.

52. Professional Development

- 52.1 Wolper Jewish Hospital will provide each Enrolled and Registered Nurse with one full day of in-house professional development a year relevant to the maintenance of their enrolment / registration. Nurses will be paid for the hours of participation in the one day of in-house professional development provided by Wolper Jewish Hospital.

- 52.2 In addition, Wolper Jewish Hospital will pay Enrolled and Registered Nurses at their ordinary rate of pay for up to 2 days per year when the nurse participates in external professional development relevant to the maintenance of their enrolment / registration. Upon request Wolper Jewish Hospital may also agree to pay the cost of the development (e.g., course or conference costs).

53. Leave to deal with Family and Domestic Violence

53.1 Clause objective

Paid and unpaid Family and Domestic Violence Leave will be provided in accordance with NES. To the extent of any ambiguity between the Act and the provisions contained in clause 53 of this Agreement, the Act will apply.

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

53.2 Definition of family violence

The Employer accepts the definition of family violence as stipulated in relevant state legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

53.3 General measures

Employees experiencing family violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.

53.4 Special leave

- (a) An Employee directly experiencing family violence will have access to ten (10) days paid leave per year, non-cumulative, for medical appointments, legal proceedings and other activities related to family violence. These ten (10) days are in addition to other paid leave entitlements detailed in this Agreement and are paid at the Employee's base rate of pay for the hours they would have worked on that day. Should those 10 days be exhausted, the Employee may access accruals of paid personal/carers leave.

53.5 Evidence

An Employee may be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional or by statutory declaration.

54. Community Service Leave

- 54.1 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).

54.2 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.

54.3 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, Wolper Jewish 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) Wolper Jewish 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 Wolper Jewish Hospital and not provided by the employee.

54.4 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.

Table 1 – Salaries

Classification	Current Weekly Rate	FFPP on or after 1 Dec 2023	FFPP on or after 1 Dec 2024
AIN and Trainee EN	Current weekly Rate	3%	2.25%
First year of experience	\$ 947.93	\$ 25.69	\$ 26.27
Second year of experience	\$ 963.83	\$ 26.12	\$ 26.71
Third year of experience	\$ 1,008.72	\$ 27.34	\$ 27.96
Thereafter	\$ 1,040.50	\$ 28.20	\$ 28.84
Enrolled Nurse - with notation			
First year of experience	\$ 1,163.27	\$ 31.53	\$ 32.24
Second year of experience	\$ 1,189.09	\$ 32.23	\$ 32.96
Third year of experience	\$ 1,214.52	\$ 32.92	\$ 33.66
Fourth year of experience	\$ 1,240.34	\$ 33.62	\$ 34.38
Thereafter	\$ 1,266.16	\$ 34.32	\$ 35.09
Enrolled Nurse			
First year of experience	\$ 1,186.31	\$ 32.16	\$ 32.88
Second year of experience	\$ 1,212.53	\$ 32.87	\$ 33.61
Third year of experience	\$ 1,238.75	\$ 33.58	\$ 34.33
Fourth year of experience	\$ 1,265.37	\$ 34.30	\$ 35.07
Thereafter	\$ 1,291.59	\$ 35.01	\$ 35.80
Nurse undergoing pre-registration training			
	\$ 1,137.44	\$ 30.83	\$ 31.52
Registered Nurse			
First year of experience	\$ 1,319.00	\$ 35.75	\$ 36.56
Second year of experience	\$ 1,390.91	\$ 37.70	\$ 38.55
Third year of experience	\$ 1,462.82	\$ 39.65	\$ 40.54
Fourth year of experience	\$ 1,539.50	\$ 41.73	\$ 42.67
Fifth year of service	\$ 1,615.78	\$ 43.80	\$ 44.78
Sixth year of service	\$ 1,692.06	\$ 45.86	\$ 46.90
Seventh year of service	\$ 1,779.06	\$ 48.22	\$ 49.31
Eighth year of service	\$ 1,852.56	\$ 50.21	\$ 51.34
Clinical Nurse Specialist Grade 1			
	\$ 1,928.05	\$ 52.26	\$ 53.44
Clinical Nurse Specialist Grade 2			
First year of service	\$ 2,071.07	\$ 56.14	\$ 57.40
Second year & thereafter	\$ 2,139.01	\$ 57.98	\$ 59.28
Clinical Nurse Educator			
First year of service	\$ 1,928.05	\$ 52.26	\$ 53.44
Second year of service	\$ 2,071.07	\$ 56.14	\$ 57.40
Third year and Thereafter	\$ 2,139.01	\$ 57.98	\$ 59.28
Nurse Educator			
First year	\$ 2,138.61	\$ 57.97	\$ 59.27
Second year	\$ 2,198.60	\$ 59.59	\$ 60.93
Third year	\$ 2,252.63	\$ 61.06	\$ 62.43
Fourth year & thereafter	\$ 2,370.23	\$ 64.25	\$ 65.69

Classification	Current Weekly Rate	FFPP on or after 1 Dec 2023	FFPP on or after 1 Dec 2024
Clinical Nurse Consultant Grade 1	Current Weekly Rate	3%	2.25%
First year of service	\$ 2,370.23	\$ 64.25	\$ 65.69
Second year & thereafter	\$ 2,418.70	\$ 65.56	\$ 67.03
Clinical Nurse Consultant Grade 2			
First year of service	\$ 2,466.38	\$ 66.85	\$ 68.36
Second year & thereafter	\$ 2,515.64	\$ 68.19	\$ 69.72
Clinical Nurse Consultant Grade 3			
First year of service	\$ 2,612.18	\$ 70.80	\$ 72.40
Second year & thereafter	\$ 2,660.65	\$ 72.12	\$ 73.74
Nurse Unit Manager			
Level I	\$ 2,323.75	\$ 62.99	\$ 64.40
Level II	\$ 2,434.20	\$ 65.98	\$ 67.46
Level III	\$ 2,498.95	\$ 67.73	\$ 69.26
Senior Nurse Educator			
First year	\$ 2,427.44	\$ 65.80	\$ 67.28
Second year	\$ 2,477.50	\$ 67.15	\$ 68.66
Third year & thereafter	\$ 2,560.53	\$ 69.40	\$ 70.97
Assistant Director of Nursing - 100 beds +			
	\$ 2,434.20	\$ 65.98	\$ 67.46
Deputy Director of Nursing			
	\$ 2,434.20	\$ 65.98	\$ 67.46
Director of Nursing			
Less than 25 beds	\$ 2,508.49	\$ 67.99	\$ 69.52
25 beds, less than 50 beds	\$ 2,655.88	\$ 71.99	\$ 73.61
50 beds, less than 75 beds	\$ 2,713.49	\$ 73.55	\$ 75.20
75 beds, less than 100 beds	\$ 2,769.91	\$ 75.08	\$ 76.77
100 beds, less than 150 beds	\$ 2,849.76	\$ 77.24	\$ 78.98


Table 2 – Other Rates and Allowances

Item No	Clause No.	Brief Description	Current Rate	FFPP on or after 1 Dec 2023	FFPP on or after 1 Dec 2024
			Current Rate	3%	2.25%
1	12.1(a)	In charge of hospital	\$ 30.83	\$ 31.75	\$ 32.47
2	12.1(b)	In charge of ward/unit, absence	\$ 30.83	\$ 31.75	\$ 32.47
3	12.1(c)	In charge of ward/unit and	\$ 46.41	\$ 47.80	\$ 48.88
4	12.2(a)	On call	\$ 27.70	\$ 28.53	\$ 29.17
5	12.2(b)	On call on rostered days off	\$ 54.71	\$ 56.35	\$ 57.62
6	12.2(c)	On call during meal break	\$ 15.39	\$ 15.85	\$ 16.21
7	12.2(d)	Use of Private Vehicle (cents km)	ATO rate	ATO rate	ATO rate
8	16.3(a)	Uniforms	\$ 8.39	\$ 8.64	\$ 8.84
9	16.3(a)	Shoes	\$ 2.60	\$ 2.68	\$ 2.74
10	16.3(b)	Stockings	\$ 4.36	\$ 4.49	\$ 4.59
11	16.3(c)	Cardigan or jacket	\$ 2.52	\$ 2.60	\$ 2.65
12	16.3(d)	Laundry	\$ 0.86	\$ 1.49	\$ 1.52
13	16.3(f)	Socks	\$ 6.99	\$ 7.20	\$ 7.36
14	18.11	Meal on overtime	\$ 23.89	\$ 24.61	\$ 25.16
15	28.1(c)	Breakfast	\$ 4.86	\$ 5.01	\$ 5.12
16	28.1(c)	Other meals	\$ 8.86	\$ 9.13	\$ 9.33

Signed for and on behalf of the Employer Wolper Jewish Hospital (A.B.N 84 000 071 741) of 8 Trelawney
St Woollahra NSW 2025

TINA BORER
Name

22/11/23
Date


Signature

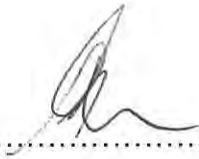
2/23 GREENOAKS AVE
DARLING POINT, 2027
Address

GENERAL MANAGER / DIRECTOR CLINICAL SERVICES
Position

Marilyn Magnayon
Witness Name

22-11-23
Date


Signature



Shaye Candish
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017



WITNESS
Michael Whaites
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.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/4514

Applicant:
Wolper Jewish Hospital

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Tina Boger, General Manager & Director Clinical Services have the authority given to me by Wolper Jewish Hospital to give the following undertakings with respect to the [Agreement name] ("the Agreement"):

With respect to the clause 6.2(e) and 6.3 in the Agreement, the said clauses will be replaced with the following:

6.2(e) A 12 hour shift system may be introduced in accordance with clause 6.16 of this agreement.

With respect to the clause 6.16 in the Agreement, the said clause will be replaced with:

*6.16 The following criteria shall apply to the introduction of 12 hour shifts under this agreement:
(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. The introduction of 12 hours shifts under this agreement will not apply to Assistants in Nursing;*

With respect to the clause 18.4(b)(ii) in the Agreement, the said clause will be replaced with:

18.4(b)(ii) Time worked by part-time employees up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned up to a maximum of 10 hours per day shall not be regarded as overtime but an extension of the contracted hours for that day and shall be paid at the ordinary rate of pay. Where more than 76 hours are worked in a fortnight overtime will be paid.

An additional clause will be added after 18.4(b)(ii) as follows:

18.4(iii) Notwithstanding clause 18.4(b)(ii), time worked by full time and part-time employees who mutually agree to work 12 hour shifts in accordance with clauses 6.2(e) and clause 6.16 will be paid overtime when the employee works in excess of 12 hours per day. Where more than 76 hours are worked in a fortnight overtime will be paid.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

6/12/2023
Date

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (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
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.