

**MEMORANDUM: 14 APRIL 2021**

**RE: Calvary Health Care Tasmania Nursing Staff Enterprise Agreement 2020 (Agreement)**

**KEY UPDATES MEMO**

**Background:**

As you know, Calvary's Tasmanian Hospitals have to date operated under two separate nursing enterprise agreements, being the *Calvary Health Care Tasmania (Lenah Valley and St John's Campuses) Nursing Staff Enterprise Agreement 2016 (2016 Agreement)* for its Hobart Hospitals and the *Calvary Health Care Tasmania (St Luke's and St Vincent's Campuses) Nursing Staff Enterprise Agreement 2017 (2017 Agreement)* for Launceston.

This memo provides information about the key differences/ updates in the terms of the Agreement compared to your current enterprise agreement. It is not intended to be a comprehensive explanation of the provisions of the Agreement, it is as summary only, so you are encouraged to:

- attend an information session to learn more about the Agreement (*refer Voting Memo for details*),
- review the Agreement, and
- direct any questions / queries regarding the Agreement to [VicTas.HR@calvarycare.org.au](mailto:VicTas.HR@calvarycare.org.au) and someone will be in touch with you to discuss further

At any time, you can speak to your Manager or HR about the Agreement.

You should also refer to the voting memo, which has also been released today. The voting memo has key details about the vote which will be by electronic means and opens at 9:00am on **29 April 2021**.

**Key updates to the Agreement:**

We note the following key updates in the Agreement:

Clause	Update
6. Date and Period of Operation	Nominal expiry date is <b>1 July 2022</b>
24. Wages & Schedule 2	<p>The Agreement provides for the following wage increases:</p> <p><b>Hobart:</b></p> <ul style="list-style-type: none"><li>• <b>1.25%</b> EFFPPOA 1.7.19</li><li>• <b>1.25%</b> EFFPPOA 1.1.20</li><li>• <b>2.5%</b> EFFPPOA 1.7.20</li><li>• <b>3%</b> EFFPPOA 1.7.21</li></ul> <p><b>Launceston:</b></p> <ul style="list-style-type: none"><li>• <b>2.5%</b> EFFPPOA 1.1.20</li><li>• <b>2.5%</b> EFFPPOA 1.1.21</li><li>• <b>3%</b> EFFPPOA 1.7.21</li></ul> <p>The increased rates are set out in Schedule 2.</p>
3. Definitions	<p><b>Updated Provision</b> - The clause has been updated to encompass definition drafting updates – including the following key changes:</p> <ul style="list-style-type: none"><li>• <b>Afternoon Shift:</b> means any shift terminating between 6.00pm and <u>11.30pm</u>.</li></ul> <p><i>The change under the Agreement is by way of replacing midnight (Hobart) and 11pm (Launceston) with the new <b>11.30pm</b>. Based on current shift times this will not give rise to a change in the application of afternoon shift penalty arrangements.</i></p> <ul style="list-style-type: none"><li>• <b>Ordinary Rate:</b> means the base rate of pay for the Employee's classification as set out at Schedule 2 of the Agreement, but does not include overtime penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature. Notwithstanding the exclusion of allowances, the Ordinary rate does include any post graduate allowance payable to an Employee in accordance with clause 33 of this Agreement.</li></ul>

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	<p><i>The above definition replaces the prior definition (under both the 2016 and 2017 Agreements) of: “<b>Ordinary Pay</b> – means the base rate of pay for the employee’s classification. The annual base rates of pay are set out in Appendix B of the Agreement.”</i></p> <p><i>This does not represent a material change and clarifies the meaning of the term- noting the express inclusion of the post graduate allowance in the Ordinary Rate..</i></p>
4. Coverage	As previously advised the Agreement will now cover <u>all</u> nursing employees, as classified per clause 12, at each of Calvary’s Tasmanian Hospitals.
9. Flexible Working Arrangements	<p><b>New provision:</b> This provision has been included to provide for arrangements in addition to the minimum prescribed under the NES for such requests.</p> <p>“The NES provides particular Employees with an entitlement to request a flexible working arrangement. In addition to the NES, if the Employer does not agree to the Employee’s request, the Employer must discuss the request with the Employee to better understand the Employee’s circumstances and then the Employer must provide available counter-proposals to the Employee in writing. Any agreed arrangement must be recorded in writing.”</p>
10. Consultation regarding Change	<p><b>Drafting update:</b> The provision is in line with the FW Regulations Model clause;</p> <ul style="list-style-type: none"> <li>• providing for consultation obligations in regard to a major change decision or proposals to introduce a change to the regular roster or ordinary hours of work of employees; and</li> <li>• noting in regard to appointment of an employee representative -there is express reference to ANMF and HACSU.</li> </ul>
11. Dispute Resolution procedure	<p><b>Amended provision:</b> In recognition that dispute processes can take varying lengths of time (subject to a range of factors including the complexity of the matter) the prescribed time limit of 7 days (per both the 2016 and 2017 Agreements) has been deleted. All other aspects of the clause remain unchanged.</p> <p><b>Deleted 2016/ 2017 Agreement:</b>  <del>(f) The above steps shall take place within seven days (health and safety matters are exempt from this clause).</del></p>
12. Employment categories and contract of employment	<p><b>Updated Provision -</b> The clause has been updated (from the current Contract of Employment clause) reflecting terms of engagement arrangements as follows:</p> <p>Each Employee will:</p> <ul style="list-style-type: none"> <li>• be employed on either a full-time, part-time or casual basis in accordance with the terms of this Agreement;</li> <li>• at the time of engagement, be informed in writing by the Employer whether they are employed on a full-time, part-time or casual basis, shift worker or day worker and their classification.</li> </ul> <p><b>Replacing 2016 &amp; 2017 Agreement:</b> Each employee shall receive a letter stating the place of work, expected hours to be worked each fortnight, classification, position title, day or shift worker and name of applicable employment instrument.</p>
13. Employment categories	<p><b>Updated Provision:</b> The Agreement provision has been updated to reflect the manner in which a FT employee may work their ordinary hours (per clause 15) – as underlined:</p> <p>A full-time Employee is one who is engaged to work 38 hours per week <u>or an average of 38 hours per week pursuant to Clause 15 - Hours of Work.</u></p>
13(b) – Part time Employees	<b>Enhanced provision:</b> The minimum engagement for PT employees is <b>3 hours</b> (noting this is an increase from the current 2 hours for Launceston).
13(c) – Casual Employees	<p><b>Enhanced provision:</b> The minimum engagement for casual employees has been increased to <b>3 hours</b> (noting the current entitlement is 2 hours).</p> <p><b>Updated provision:</b> The Agreement has been updated (per underlined) to reflect that the 25% casual loading is paid instead of annual leave, paid personal leave, public holidays <u>not worked, notice of termination and redundancy payments.</u></p> <p><b>Enhanced penalty rate provisions:</b> The Agreement now reflects enhanced penalty provisions which in summary are,</p>

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Clause	Update
	<ul style="list-style-type: none"> <li>• a casual Employee will be paid:               <ul style="list-style-type: none"> <li>○ shift and weekend penalties applied to the casual rate (inclusive of the casual loading) – this is now a compounded penalty rate.</li> <li>○ overtime penalties calculated on the ordinary rate (in lieu of the casual loading). – no change.</li> <li>○ From the date the Agreement comes into operation a casual Employee who works a public holiday will be paid at:                   <ul style="list-style-type: none"> <li>○ <b>Hobart Employees:</b> the rate of double time and a half the ordinary rate (in lieu of the casual loading) for such time worked;</li> <li>○ <b>Launceston Employees:</b> the rate of 2.125% the ordinary rate (in lieu of the casual loading) for such time worked. Effective from the first full pay period on or after 1 July 2021 – the rate of double time and a half the ordinary rate (in lieu of the casual loading) for such time worked.</li> </ul> </li> </ul> </li> </ul> <p><b>Consolidated provision (across the Hospitals) – Notice of Work:</b> The provisions are as per the current Hobart arrangements (2016 Agreement) and are in summary:</p> <p>For a cancellation of a casual shift – where the required notice (as set out below) is not provided (unless otherwise agreed), the Employee will receive 3 hours ordinary pay:</p> <ul style="list-style-type: none"> <li>• AM Shift: 10 hrs notice;</li> <li>• PM Shift: 3 hrs notice;</li> <li>• Night Shift: 6 hrs notice</li> </ul> <p>The above represents a change for Launceston being a reduction in notice for AM shift from 12 hours and PM shift from 6 hours.</p> <p>The entitlement to reimbursement of child care fees incurred (subject to the clause) remains unchanged.</p>
14. Staffing Levels	<p><b>Enhanced provision</b> (noting this is a new provision for Hobart): Calvary recognizes the importance of a clear and transparent process for identification, escalation and resolution of staffing matters. In summary the provision sets out the following key steps:</p> <ul style="list-style-type: none"> <li>• Discuss concern(s) with your nurse manager (Notification Date);</li> <li>• Nurse Manager – investigates the matter (and resolves issue with you);</li> <li>• If unresolved – referred to DCS (within <b>7 days</b> of the Notification Date);</li> </ul> <p><i>Nb: You may be represented by a union representative;</i> Intent that the matter be initially dealt with as close to the source as possible – noting the graduated process. If the matter is not settled with a reasonable period of time, you (or your nominated representative) may utilise the dispute settlement procedure of the Agreement.</p> <p><i>Matters to be considered with regard to staffing levels are appropriate include:</i> occupancy, patient acuity, the skill level of staff, the availability of support staff, patient movements - admissions, discharges and transfers, the availability of support staff, practice within comparative wards/units within other Calvary facilities and professional nursing standards and conduct as determined by the appropriate regulatory authorities.</p>
<i>Deletion: former cl.37/38 - Rostering (the Principles)</i>	Noting these matters are now addressed under both Clause 14 – Staff Levels and Schedule 4 – Principles for Workload Management.
15. Hours of Work	<p><b>Updated provision:</b> The Agreement consolidates and updates the formerly separate provisions for day and shift workers under this clause dealing with ordinary hours of work. The provision largely reflects current arrangements and in summary includes:</p> <ul style="list-style-type: none"> <li>• <b>Ordinary Hours:</b> Maximum 8 ordinary hours per day, provided that up to 10 hours (or 12 hour per clause 17) may be <b>mutually agreed</b>. <i>Nb: The Agreement does not include the former agreements requirement that mutual agreement be evidenced in writing for day workers.</i></li> <li>• <b>Span of Hours:</b> A day worker – 6am to 6pm Monday to Friday. A shift worker is regularly rostered to work outside the hours of a Day Worker. This is unchanged.</li> <li>• <b>Rest Breaks (between rostered work):</b> 9 hours (mutually agree to 8 hrs). This is unchanged.</li> </ul>
16. Rosters	<p><b>Updated and enhanced provision:</b> As per current arrangements, the Employee is provided with 7 days' notice of a change of roster (or 4 weeks' notice for a shift worker). <b>Excepting</b>, a roster may be altered <u>at any time</u> to enable the functions of the Hospital to be carried out where another employee is absent per clauses 48 – Ceremonial leave; 40– Personal/carers' leave, <b>Error! Reference source not found.</b>- Compassionate leave and 49 – Leave to deal with Family and Domestic Violence, or in an emergency. The new arrangements include where any such alteration by Calvary requires the Employee:</p> <ul style="list-style-type: none"> <li>• to work on a day which would otherwise have been a day off, the day off instead will be as mutually</li> </ul>

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	<p>arranged; or</p> <ul style="list-style-type: none"> <li>to change a rostered shift to an alternate day or time, which attracts a lower (or nil) penalty rate (<b>Alternate Shift</b>) than the shift originally rostered (<b>Original Shift</b>), the Employee will be paid for the Alternate Shift worked at the Original Shift higher penalty rate.</li> </ul> <p><b>Replacing the former 2016 &amp; 2017 Agreement provision:</b>  <i>Provided that an employee's place on such roster shall not be changed, except on one week's notice of such change, or payment of the overtime rates set out in the Agreement.</i></p>
16(d) – Broken Shifts	<p><b>Amended provision:</b> In recognition of the circumstances where such shift may arise in practice (primarily by reason of employee requests), the Agreement retains that such shifts are worked <u>only by mutual agreement</u> and the <u>200% penalty</u> applies for time worked outside a spread of 9 hours, as follows:</p> <p><i>A broken shift may be worked by mutual agreement between the Employer and the Employee(s). All work performed in excess of a spread of nine hours shall be paid at the rate of double time.</i></p> <p><b>Replacing</b> the former 2016 &amp; 2017 Agreement provision as follows:</p> <p>Subject to the proviso hereto broken shifts shall not be worked. Provided that in emergency situations a broken shift may be worked by mutual agreement between the employer and employee(s). All worked performed in excess of a spread of nine hours shall be paid at the rate of double time.</p>
18. Shift Work	<p><b>Drafting update:</b> Importantly the clause retains the existing penalty rates as follows:</p> <ul style="list-style-type: none"> <li>Aft Shift: 15%</li> <li>Night Shift: 25%</li> </ul> <p><i>Nb: the changed definition regarding Afternoon shift – noting this does not impact on the application of penalties given current shift arrangements.</i></p>
19. Saturday and Sunday work	<p><b>Amended provision:</b> The Agreement provides for payment of weekend penalty rates in accordance with 'majority shift' provisions – whereby the penalty applies according to the day on which the major portion of shift hours falls (with noted exceptions). These arrangements remain unchanged from the current 2016 &amp; 2017 Agreements, other than:</p> <ul style="list-style-type: none"> <li>PH payments (are now separate and dealt with under clause 42 – Public Holidays);</li> <li>The exception regarding Sunday penalty rates has been amended (per tracked change) as follows:</li> </ul> <p><i>Provided that where shifts commence between <del>11.00pm</del> 10.00pm and midnight on a Sunday, the time worked prior to midnight will not be paid at the Sunday penalty rate;</i></p>
20. Breaks	<p><b>Amended provision:</b> Replacing the former 2016 &amp; 2017 Agreement provisions, which were largely unit and arrangement specific, with the following to apply to <u>all</u> nurses (in summary):</p> <ul style="list-style-type: none"> <li><b>Unpaid Meal Break:</b> unpaid meal break of 30 minutes (or up to 1 hour) for a shift in excess of 4 hours. You can mutually agree to forego the unpaid meal break (if you work a shift of 6 hrs or less).</li> <li><b>Paid Meal Breaks:</b>  <i>During your meal break if Calvary requires you to:</i> <ul style="list-style-type: none"> <li><b>remain available (but free from duty):</b> you will be paid at the ordinary rate for the 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties.</li> <li><b>perform work (or recalled to duty) – “Interrupting Work”:</b> you will be paid overtime for all time worked until the meal break (or the balance of the meal break) is taken. Unless authorised otherwise by Calvary, you must immediately commence your meal break (or the remainder of such meal break) upon the conclusion of the Interrupting Work.</li> </ul> </li> </ul>
22. Overtime Meal	<p><b>Updated provision:</b> The Agreement includes provision of a meal (<u>or</u> payment of an allowance where a meal is not provided – <i>new for Launceston</i>) in the following <b>overtime</b> circumstances:</p> <ul style="list-style-type: none"> <li>greater than 1 hr OT;</li> <li>exceeds 4 hrs OT</li> <li><i>Refer – Schedule 1 for allowance rates.</i></li> </ul> <p><b>Provided that:</b></p> <ul style="list-style-type: none"> <li><i>The above does not apply when an Employee could reasonably return home for a meal within the meal break;</i></li> <li><i>the Employer will provide a meal for night duty staff in lieu of the allowance payments.</i></li> </ul>

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Clause	Update
23. Call arrangements	<b>Consolidation of provision:</b> The Agreement provides for consolidated arrangements to apply to <u>all</u> nurses, noting the former Hobart provision set out at clause 11(a)(iv) of the 2016 Agreement (which relates to maternity) has not been retained. The theatre specific arrangements have also now been set out at Schedule 1 (refer for detail).
25. Payment of Wages	<b>Simplified and modernised provision:</b> The provision has been modernized (reflecting updated payment arrangements by EFT). Noting that former provisions related to wait time (late payment penalties) have not been included.
27. Underpayments	<b>New provision for Launceston:</b> The Agreement sets out arrangements for rectifying a pay query.
30. Higher Duties	<b>Enhanced provision:</b> The Agreement provision has been updated (as underlined) for clarity:  <i>An Employee, who, for a period of five or more consecutive working days performs the duties of a position higher than that in which she/he is normally employed, shall be paid for the full period she/he is performing such duties, the minimum rates prescribed for such higher position. <u>Where an Employee is being paid at the ordinary rate prescribed for a higher position (Higher Ordinary Rate), the calculation of overtime and penalty rates during such higher duties period will be applied to the Higher Ordinary Rate.</u></i>
31. In charge allowance	<b>Consolidated and updated provision:</b> The Agreement provision has been aligned for all nurses (noting the tracked change for Launceston nurses):  <i>A Level 1 nurse who assumes the in-charge role of a clinical or management of a unit on any one day or shift <del>for a total of 4 hours or more</del> will be paid an allowance, as set out in Schedule 2, per shift. This allowance is not payable where a Level 2 Nurse assumes the in-charge role of a clinical or management unit.</i>
36. Uniforms and Protective clothing	<b>Simplified provision:</b> The Agreement provision has been simplified to refer to supply of an adequate number of uniforms, replacing the former prescriptive arrangements regarding number, size ranges and return of such. The simplified provision is as follows:  <i>Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees.</i>
39. Annual Leave (AL)	<b>Enhanced and Updated provision:</b> The Agreement now includes the following key changes (in summary): <ul style="list-style-type: none"> <li>• <b>shift worker additional AL:</b> Entitlement to 1 additional week of annual leave now encompasses nurses that are: <ul style="list-style-type: none"> <li>○ regularly rostered to work over 7 days of the week and regularly work weekends (per NES requirement); <b>OR</b></li> <li>○ work not less than 20 weekend ordinary shifts (or any combination of Saturdays and Sundays to a total of not less than 20 shifts) in any one year (<i>Nb: unchanged existing entitlement</i>).</li> </ul> </li> <li>• <b>AL exclusive of PH:</b> if PH falls within AL (and would have been an ordinary working day for the Employee) not deducted from AL and paid as PH not worked – ordinary rate.</li> <li>• <b>Level 3 Nurse Unit Managers:</b> Retains existing 5-week AL entitlement (incorporates 1-week additional AL), in recognition of the requirements of the position and some out-of-hours work required. The additional 1-week AL is in lieu of any overtime payments that may otherwise be payable under the Agreement <u>provided that all overtime worked by NUMs in excess of 38 hours per annum or overtime undertaken as clinical duties shall be paid as per the Agreement.</u></li> <li>• <b>annual leave during close down:</b> Sets out arrangements regarding notice/ consultation (8 weeks) for a shut-down or partial shutdown (per Christmas/ New Year), temporary redeployment and leave options, and reduced notice of 1 week in in unforeseen and pressing circumstances – such as the COVID 19 pandemic. Refer subclause (o) for detail.</li> </ul>
41. Compassionate leave	<b>Updated Provision</b> - The clause has been updated in line with the amended NES, noting that compassionate leave is now available in circumstances of a stillborn child. In summary the provision provides for up to <b>3 days paid leave</b> (unpaid for casuals) per permissible occasion – in circumstances where: <ul style="list-style-type: none"> <li>• a member of the Employee's immediate family, or a member of the Employee's household contracts or develops a personal illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life; or dies.</li> </ul>

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	<ul style="list-style-type: none"> <li>• <u>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.</u></li> </ul>
42. Public Holidays (PH)	<p><b>Updated Provision</b> - The clause contains the following updates:</p> <ul style="list-style-type: none"> <li>• <b>listed PH days:</b> in line with the changed coverage to include Hobart and Launceston PH days (refer clause 42(a));</li> <li>• <b>PH penalty rates (when worked)</b> <ul style="list-style-type: none"> <li>○ <b>Day Worker:</b> an ordinary days' pay (paid at the ordinary rate) plus an additional overtime penalty rate of time and a half the ordinary rate - for time worked on a public holiday – <i>effectively 250%</i>;</li> <li>○ <b>Shift Worker:</b> <ul style="list-style-type: none"> <li>▪ <u>Hobart:</u> double time and a half (<b>250%</b>)</li> <li>▪ <u>Launceston:</u> double time. <b>EFFPOA 1 July 2021</b> – double time and a half (<b>250%</b>)</li> <li>▪ Where requested by a permanent <b>shift worker</b> and on the written approval of the Employer, in lieu of the payments set out above, an Employee may: <ul style="list-style-type: none"> <li>• be paid for all time worked on the public holiday at the rate of time and a half the ordinary rate (excepting nurses at Launceston sites who until the first full pay period on or after 1 July 2021 will be paid at the ordinary rate); and</li> <li>• accrue additional annual leave at the ordinary rate for the rostered shift. Such additional annual leave will not attract leave loading.</li> </ul> </li> </ul> </li> <li>○ <i>Nb: refer above (clause 18.3) regarding casuals.</i></li> </ul> </li> <li>• <b>PH (RDO):</b> All full-time Employees will receive a day's ordinary pay (at the ordinary rate) for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.</li> </ul> <p><b>For Launceston:</b> Noting that Launceston will see an increase in the current PH penalty (for time worked) increasing from 200% to 250% (FFPPOA 1.7.21), per the above to match Hobart, the following will also apply until the first full pay period on or after 1 July 2021:</p> <ul style="list-style-type: none"> <li>○ Part-time shift workers – Where a PH falls on the Employee's RDO the Employee will be paid a pro-rata payment, paid at the ordinary rate and calculated as follows: <ul style="list-style-type: none"> <li>○ Pro-rata payment = (Weekly Part-time hours/ 38) x 8 hours (or 4 hours for a half day public holiday)</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• <b>PH (ADO):</b> Deleted – no application in practice per current structure of FT hours of existing staff.</li> </ul>
43. Parental Leave	<p><b>Simplified provision:</b> The Agreement provision has been simplified so as not to replicate the minimum NES entitlements. The provision now refers to an employee's unpaid parental leave entitlement being in accordance with the NES (this does not represent a change in entitlement). Further, the following updates were also included:</p> <ul style="list-style-type: none"> <li>• <b>Paid Leave:</b> The paid leave set out in the Agreement is to be taken during the course of the applicable unpaid parental leave period. For clarity, the paid leave does not extend the period of unpaid parental leave to which the employee is entitled under the Fair Work Act.</li> <li>• <b>Return to Work Guarantee:</b> On ending unpaid parental leave, an Employee is entitled to return to the Employee's pre-parental leave position; or if that position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.</li> </ul>
44. Long Service Leave	<p><b>Drafting update:</b> The provision has been updated to confirm the entitlement is in accordance with the relevant LSL Act – there is no change to the entitlement:</p> <p><i>The provisions of the Long Service Leave Act 1976 (as amended) will apply to Employees covered by this agreement.</i></p>
46. Mandatory Training	<p><b>Enhanced provision:</b> The existing arrangements have been enhanced (refer underlined) to set out payment and scheduling (noting e-learning is to be undertaken during the Ordinary Shift):</p> <p>All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. Mandatory training will be provided and undertaken at the hospital in paid time. <u>Attendance at mandatory training will be paid at the ordinary rate subject to the following:</u></p>

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	<ul style="list-style-type: none"> <li>• <u>Where such training is undertaken during the course of the Employee's rostered ordinary shift (Ordinary Shift) – the Employee will be paid, in addition to the ordinary rate, any applicable shift or weekend penalty rate (or casual loading in the case of a casual Employee) that is payable on the Ordinary Shift;</u></li> <li>• <u>All e-learning will be rostered/undertaken during the Employee's Ordinary Shift;</u></li> <li>• <u>For training completed outside of the Employee's ordinary rostered hours - the Employee will be paid a minimum period of 1 hour or the duration of the training, whichever is the greater, at the applicable overtime penalty rate.</u></li> </ul>
49. Leave to deal with Family and Domestic Violence	<p><b>New Provision:</b> addressing circumstances of family and domestic violence and accessing leave. Relevantly the Agreement provides for the following leave entitlement:</p> <p>A full-time or part-time Employee is entitled to <b>10 days'</b> paid leave and a casual Employee is entitled to 10 days' unpaid leave to deal with family and domestic violence, as follows:</p> <ul style="list-style-type: none"> <li>(i) the leave is available in full at the start of each 12 month period of the Employee's employment; and</li> <li>(ii) the leave does not accumulate from year to year; and</li> <li>(iii) is available in full to part-time Employees.</li> </ul>
Emergency Leave	<p><b>New Provision:</b> The Agreement provision sets out (in addition to the NES) where an employee requires time away from work (or return home prior to their usual finish time) by reason on natural disaster, the employee (subject to management approval) may:</p> <ul style="list-style-type: none"> <li>• access up to 3 days of paid leave (for any absences on rostered periods of ordinary duty) in any 12-month period;</li> <li>• in addition to the paid leave set out above- utilise accrued annual leave, an accrued day off, time in lieu or unpaid leave.</li> </ul>
Schedule 1 – Rostering Arrangements Theatre and Endoscopy	<p><b>Enhanced provision:</b> The provisions of both current agreements have been consolidated and modified under the new agreement. In summary, the Agreement now includes:</p> <p><b>Spread of Hours &amp; Shift lengths:</b></p> <ul style="list-style-type: none"> <li>○ The spread of hours is 7:00am to 9:30pm (Monday to Saturday) and may be varied by mutual agreement.</li> <li>○ Employees will continue to be rostered shift lengths of 6, 8 and 10 hours. Working a shift of 4 hours (or less) will <u>only</u> be by mutual agreement.</li> </ul> <p><b>Annual Leave:</b></p> <ul style="list-style-type: none"> <li>○ <b>Base Entitlement: 5 weeks</b> (If the Employee works in the theatre/ endoscopy per clause 2 of Schedule 1 <u>or</u> meet the definition per clause 39(b)). <i>Note: Endoscopy Nurses employed at Launceston are not expected to participate in the on call roster and therefore do not meet the criteria set out at clause 4.2(a)(ii) to qualify for an additional 1 week of annual leave. Should the Employer's requirements change such that Endoscopy Nurses employed at Launceston meet the criteria set out in clause 2, including 2.2(a) <u>and</u> (b), they will be eligible for an additional 1 week of annual leave.</i></li> <li>○ <b>Additional Week: 6 weeks</b> if the Employee works in accordance with the <i>on call roster</i> as follows: <ul style="list-style-type: none"> <li>▪ On call for a minimum of 20 weekdays;</li> <li>▪ On call for a minimum of 20 weekend days (Saturdays or Sundays); and</li> <li>▪ Recalled to duty for a minimum of 5 occasions</li> </ul> <p><i>Importantly, in regard to the 6 weeks, this is a change from the current agreement(s) as:</i></p> <ul style="list-style-type: none"> <li>• <i>The on-call requirement for weekdays has been <u>reduced</u> from the current 26 occasions to 20;</i></li> <li>• <i>Hobart staff <u>no longer</u> have to <u>work</u> 20 weekend ordinary shifts (in addition to the on call)</i></li> </ul> </li> </ul> <p><b>PH arrangements:</b></p> <ul style="list-style-type: none"> <li>○ <b>Working a PH:</b> <u>Hobart:</u> double time and a half (<b>250%</b>) <u>Launceston:</u> double time. <b>EFFPOA 1 July 2021</b> – double time and a half (<b>250%</b>)</li> </ul>

**MEMORANDUM: 14 APRIL 2021**

**RE: Calvary Health Care Tasmania Nursing Staff Enterprise Agreement 2020 (Agreement)**

**KEY UPDATES MEMO**

Clause	Update						
	<ul style="list-style-type: none"> <li>○ <b>Payment for a public holiday <u>not</u> worked (when ordinarily rostered to work on the day):</b> Paid at the ordinary rate for the public holiday not worked. <b>For Hobart:</b> Until the commencement of the FFPPOA 1 July 2021, employees will be paid 150% ordinary rate for time rostered but not worked. On and from the commencement of the FFPPOA 1 July 2021, will be paid at the ordinary rate for time rostered but not worked.</li> <li>○ <b>PH RDO:</b> refer above summary.</li> </ul> <p><b>On call arrangements:</b> For the purpose of determining when a theatre employee is eligible for a first or subsequent call back payment, the following 'on call' periods shall stand alone and, <u>subject to Clause 10 (Consultation regarding change), may change from time to time based on operational requirements:</u></p> <table border="1" data-bbox="453 667 1487 954"> <tbody> <tr> <td data-bbox="453 667 699 741">Launceston</td> <td data-bbox="699 667 1487 741"> <ul style="list-style-type: none"> <li>• Monday to Friday, 6:00 pm to 7:00 am the following day including Saturday;</li> <li>• Saturday 7:00am to 7:00am Monday</li> </ul> </td> </tr> <tr> <td data-bbox="453 741 699 846">Lenah Valley</td> <td data-bbox="699 741 1487 846"> <ul style="list-style-type: none"> <li>• Monday to Friday 9:00 pm to 7:30 am the following day including Saturday;</li> <li>• Saturday 4:00pm to 8:00am Sunday;</li> <li>• Sunday 8:00am to 8:00pm;</li> <li>• Sunday 8:00pm to 8:00am Monday</li> </ul> </td> </tr> <tr> <td data-bbox="453 846 699 954">St Johns</td> <td data-bbox="699 846 1487 954"> <ul style="list-style-type: none"> <li>• Monday to Thursday 7:00pm to 8:00am the following day</li> <li>• Friday 4:00pm to 8:00 am the following day;</li> <li>• Saturday 8:00 am to 8:00 am Sunday;</li> <li>• Sunday 8:00am to 8:00am Monday</li> </ul> </td> </tr> </tbody> </table>	Launceston	<ul style="list-style-type: none"> <li>• Monday to Friday, 6:00 pm to 7:00 am the following day including Saturday;</li> <li>• Saturday 7:00am to 7:00am Monday</li> </ul>	Lenah Valley	<ul style="list-style-type: none"> <li>• Monday to Friday 9:00 pm to 7:30 am the following day including Saturday;</li> <li>• Saturday 4:00pm to 8:00am Sunday;</li> <li>• Sunday 8:00am to 8:00pm;</li> <li>• Sunday 8:00pm to 8:00am Monday</li> </ul>	St Johns	<ul style="list-style-type: none"> <li>• Monday to Thursday 7:00pm to 8:00am the following day</li> <li>• Friday 4:00pm to 8:00 am the following day;</li> <li>• Saturday 8:00 am to 8:00 am Sunday;</li> <li>• Sunday 8:00am to 8:00am Monday</li> </ul>
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Schedule 2 - Wages	<i>Refer table for adjusted rates detail.</i>						
Schedule 4 – Principles for Workload Management	<p><b>Enhanced provision:</b> The existing arrangements have been enhanced with clear reference to Clause 14 (Staffing Levels) which includes an express entitlement to be represented and referral to clause 11 – Dispute resolution procedure, as follows:</p> <p><i>Should any nurse or group of nurses in any ward or unit feel the workloads are unreasonably heavy, on a regular basis, then the matter will be dealt with in accordance with Clause 14 (Staffing Levels) of this Agreement.</i></p>						