



## KEY UPDATES MEMO

### **Background:**

Calvary Health Care Tasmania (**Calvary**) have been negotiating a new enterprise agreement, being the proposed *Calvary Health Care – Tasmania Private Hospitals –Health Professionals and Support Services Employees Enterprise Agreement 2022* (the **Agreement**), to replace the *Calvary Health Care Tasmania Hospital Staff Enterprise Agreement 2019* (the **Current Agreement**) - which currently applies to you in your employment.

This memo provides information about the key updates in the terms of the Agreement compared to the Current Agreement. It is not intended to be a comprehensive explanation of the provisions of the Agreement or the Current 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
- ask the Human Resources team any questions you may have about the Agreement.

At any time, you can speak to the Human Resources team, about the Agreement. You can email your queries to [victas.hr@calvarycare.org.au](mailto:victas.hr@calvarycare.org.au)

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 **Tuesday 4 July 2023**.

### **Key Terms of the Agreement:**

We have also set out in the below table a summary of the Key Terms of the Agreement together with the change commentary. This is to assist you in your understanding of the changes that will arise should the Agreement come into operation – thereby replacing the Current Agreement regarding your minimum terms of employment.

Clause	Agreement Term	Change commentary
3. Definitions	<p><b>New FT definition:</b> “Full-time Employee” means a person engaged to work for 38 ordinary hours per week in accordance with clause 14(a).</p> <p><b>New Year of Service definition:</b> “Year of service” for the purposes of pay point progression shall mean:</p> <ul style="list-style-type: none"><li>• <i>For all employees (excluding grand-parented employees) - 1976 hours of</i></li></ul>	<p>The Current EA provided for FT employment in two ways:</p> <ul style="list-style-type: none"><li>• 38 hours per week;</li><li>or</li><li>• 37.5 hours per week (limited to Admin/ Clerical and HPs)</li></ul> <p>The new definition means that less than 38 hours per week will no longer be full-</p>

	<p>actual service with the Employer, including public holidays, paid annual leave, and paid personal leave. The Agreement prescribes new pay point increments which come into effect from the date this Agreement comes into operation, as set out at Schedule 2 (<b>New Pay Point Increments</b>). For clarity, if an Employee progresses to a New Pay Point Increment from the date this Agreement comes into operation, the Employee must undertake 1976 hours of actual service in the New Pay Point to be eligible to process to the next pay point.</p> <ul style="list-style-type: none"> <li>• <i>For grand-parented employees only</i> - 1950 hours of actual service with the Employer including public holidays, paid annual leave, and paid personal leave. A grand-parented employee is an employee employed before the date this Agreement came into operation, who was classified as a full-time employee engaged to work a 37.5 hour week and on or after the date the Agreement comes into operation continues to be engaged to work a 37.5 hour week. This grand-parent provision will cease to apply if an employee subsequently agrees to vary their contracted hours.</li> </ul>	<p>time and will be part-time employment.</p> <p>Noting that this change has implications for increment progression (which for FT 37.5 hour week employees was 1950 hours service per year) we have included a new 'Year of Service' definition. This includes arrangements to retain the increment progression at 1950 hours for those employees who remain on 37.5 hours per week.</p>
4. Coverage	The Agreement covers all Employees performing work within the classifications contained in this Agreement and employed in Calvary's hospital operations in the State of Tasmania.	The Agreement continues to cover HP and SS (hospital staff) employed at Calvary's Tasmanian hospitals.
5. Scope	<p>The Agreement contains all the terms and conditions of employment for Employees covered by the Agreement and shall apply to Employees employed by the Employer.</p> <p>This Agreement, once it comes into operation, will replace:</p> <ul style="list-style-type: none"> <li>• the Calvary Health Care Tasmania Hospital Staff Enterprise Agreement 2019 (AE504934); and</li> <li>• to the extent permitted by law, other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements with the exception of individual flexibility arrangements.</li> </ul>	Makes clear that the EA sets out the minimum terms and conditions of employment and replaces the Current EA and any other laws, agreements, instruments or arrangements with the exception of IFAs (to the extent permitted by law).
6. Date and Period of Operation	Nominal expiry date (NED) is <b>1 September 2024</b>	Calvary has proposed a 3-year agreement with the NED – in line with the wage offer (final split increase 1 July 2024)

9. Flexible Work Arrangements	<p>New provision per Calvary's standard arrangements:</p> <p><i>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.</i></p>	Confirms arrangements – in addition to the NES.
10. Consultation	<p>The Agreement sets out the consultation obligations and process (consistent with the Fair Work Regulations Model term) where Calvary:</p> <ul style="list-style-type: none"> <li>• has made a definite decision to introduce a "major change" likely to have a significant effect on the Employees; or</li> <li>• proposes to introduce a change to the regular roster or ordinary hours of work of Employees</li> </ul>	Per Model Term under the FW Regs, sets out consultation arrangements.
11. Dispute Resolution	<p>The Agreement sets out the procedure for dealing with a dispute in relation to a matter arising under the Agreement or the NES. The clause continues to provide for unresolved matters to be referred to the FWC for resolution, including by way of arbitration.</p>	The procedure steps no longer include the requirement that the internal steps in the dispute process are undertaken within 7 days.
12. Consultative Committee	<p>The Consultative Committee operates in accordance with the agreed terms of reference and meets quarterly. The matter of workloads and work practices are standing items for each meeting</p>	Updated provision – consistent with arrangements now in operation
13. Employment Categories and Contract of Employment	<p><b>New provision</b></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, and their classification, minimum contracted hours to be worked in each fortnight or 4-week period (excluding casuals), and the name of the applicable employment instrument.</li> </ul> <p><b>Replacing the Current EA term:</b></p> <p><i>Each Employee shall receive a letter stating the place of work, expected hours to be worked each fortnight, classification, position title, and the name of applicable employment instrument.</i></p>	Updated provision, providing clearer terms.
14(b). Part time Employment	<p><b>New provision</b></p> <p>Before commencing part-time employment, the Employer and Employee will agree in writing:</p>	Enhanced arrangements for new PT employees specifying greater detail on

	<ul style="list-style-type: none"> <li>the span of hours that the Employee may be rostered within a fortnight or 4-week period. This span of hours will include which shifts the Employee may be rostered to work; and</li> <li>the days of the week the Employee may be rostered to work within a fortnight; and</li> <li>the agreed minimum number of contracted hours to be worked per fortnight or 4-week period.</li> </ul> <p><b>Replacing the Current EA term:</b>  <i>Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.</i></p>	the hours & days they may be rostered to work replacing the more generalized term of "rostering arrangements".
Offering Part time Additional Shifts	<p><b>Updated provision</b></p> <p>The Employer is committed to maximising its permanent workforce (full and part-time staff) whilst ensuring that staffing is in line with occupancy levels.</p> <p>Where shifts become available due to planned leave absences, subject to the arrangements set out at clause 14(b)(ii) and (iii) the Employer will ensure that current part-time staff, who have advised their manager/ supervisor that they are available to work additional shifts at the Ordinary Rate, will be offered additional shifts in the first instance where reasonably practicable.</p> <p>In the circumstances where a part time employee is not available for such additional shifts, or the circumstances are not reasonably practicable including giving rise to an overtime penalty rate, the shifts may be offered to casual staff in the first instance.</p>	Continued arrangements to afford PT employees opportunity to work additional shifts/ hours at the ordinary rate to cover for planned absences, noting where this is not reasonably practicable in the circumstances, including where overtime would be payable – casuals may be offered the hours in the first instance.
14(c). Casual Employment	<p>A casual Employee will be paid;</p> <ul style="list-style-type: none"> <li>shift and weekend penalties applied to the Ordinary Rate in addition to the casual loading.</li> <li>overtime penalties calculated on the Casual Rate.</li> <li>public holidays at the rate of 275% of the Ordinary Rate (in lieu of the casual loading).</li> </ul>	<p>Enhanced penalty rates for Casual employees working public holidays or overtime (consistent with the Award):</p> <p><b>PH:</b> increased from 212.5% or 250% (as applicable) to <b>275%</b></p> <p><b>OT:</b> OT penalty applied to the Casual Rate (125%) not the base rate</p>
Offer and right to request Casual conversion	<p><b>Updated provision</b></p> <p>The Employer will make an offer to a casual Employee to convert to full time or part time employment if:</p> <ul style="list-style-type: none"> <li>the Employee has been employed by the Employer for a 12 month period; and</li> </ul>	Updated per the NES – now encompasses Calvary's obligation to 'offer' conversion and a right to request in specified circumstances replacing the former provision that solely

	<ul style="list-style-type: none"> <li>during a least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).</li> </ul> <p>Notwithstanding clause (d)(i), the Employer is not required to make an offer of full time or part time employment to a casual Employee if there are reasonable grounds not to make the offer, and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer;</p> <p>The nature and process to be undertaken in relation to an offer to a casual Employee of full time or part time employment, and an Employee's residual right to request casual conversion, is set out in the NES.</p>	addressed a casual employee's right to request.
15. Hours of Work	<p><b>Updated provision</b></p> <p>Hours of Work</p> <ul style="list-style-type: none"> <li><b>FT:</b> Average 76 hours p/f or 152 hours over 28 days</li> <li><b>Ord Shift:</b> Max of 8 hours (max 10 hours by mutual agreement)</li> <li><b>RDO:</b> Free from duty for a min 2 consec. days each week (exception by mutual agreement – alternate arrangements made)</li> <li><b>Span for Day Worker:</b> ord hours between 6am and 6pm M-F. (<i>Nb: can vary to shift work by agreement in writing</i>). Work outside span is paid at OT.</li> <li><b>Rest Breaks:</b> 9 hours between ord shifts (8 hours by mutual agreement). <b>NEW:</b> FT &amp; PT not provided the rest break, paid ordinary hours worked at the equivalent overtime rate until released from duty for the break</li> <li><b>ADO:</b> FT benefit (working no more than 19 days in a 4-week period of 152 hours)</li> <li><b>Banking of Hours:</b> by agreement with your Department Head, have access to working more hours and banking those additional hours (including at the equivalent penalty, eg: two additional ordinary hours will be banked as two hours, each hour worked on a Saturday will be banked as 90 minutes or on a night shift, each hour will be banked as 75 minutes; or where an Employee 'takes' banked hours to cover working less than their rostered or contracted hours, the banked hours will be deducted from the accrued balance and paid to the employee at their ordinary</li> </ul>	<p>Retained key arrangements include:</p> <ul style="list-style-type: none"> <li>Max <b>8-hour shift</b> (up to 10 hours limited to mutual agreement)</li> <li>ADO</li> <li>Banking of Hours</li> </ul> <p><b>Rest Breaks new provision:</b> FT &amp; PT not provided the rest break, paid ordinary hours worked at the equivalent overtime rate until released from duty for the break</p>



	time equivalent rate for the shift, for example deducted.	
16. Rosters	<p><b>New provision</b></p> <p><b>Roster:</b> 28 days duration and will set out Employees' daily ordinary working hours and starting and finishing times.</p> <p><b>Posting the Roster:</b> at least 4 weeks before the commencement of the roster period.</p> <p><b>Change of Roster</b></p> <ul style="list-style-type: none"> <li>• A roster may be changed at any time by mutual agreement between the Employer and an Employee.</li> <li>• <b>Seven days' notice</b> of a change of roster will be given by the Employer to an Employee, provided that in the case of shift workers <b>4 weeks' notice</b> will be provided by the Employer.</li> <li>• <b>Except</b> that, a roster may be altered at any time to enable the functions of the hospital to be carried out where another Employee is absent from work pursuant to clauses Ceremonial leave; Personal/carers' leave, Compassionate leave and Leave to deal with Family and Domestic Violence, or in an emergency. Where any such alteration by the Employer requires an Employee: <ul style="list-style-type: none"> <li>○ working on a day which would otherwise have been the Employee's day off, the day off instead will be as mutually arranged; or</li> <li>○ to change a rostered shift to an alternate day or time, which attracts 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> </li> </ul>	<p>The new rostering provision simplified and standardized the arrangements for both shift and day workers. The changes included new Change of Roster provision, with <u>7 days' notice (or 4 weeks' notice for Shift Workers)</u> other than exception circumstances set out, <b>replacing</b> the former</p> <ul style="list-style-type: none"> <li>• shift worker provision of 4 weeks' notice, or a default of 1 week or payment of OT</li> <li>• day worker – by mutual agreement.</li> </ul> <p>Where changed without notice (for stated exceptions) entitled to:</p> <ul style="list-style-type: none"> <li>• work a day off – an alternate day off mutually agreed;</li> <li>• changed shift – default to original higher penalty rate.</li> </ul> <p>New arrangement in line with Nurses EA.</p>
16(d). Broken Shifts	<p><b>Updated provision</b></p> <ul style="list-style-type: none"> <li>• by agreement only</li> <li>• means a shift worked by a casual or part-time Employee that includes breaks (other than a meal break) totaling not more than five hours and where the span of hours is not more than 12 hours.</li> <li>• <b>Payment:</b> Ordinary Rate with penalty rates and shift penalties applying in accordance with the Agreement <u>per the commencement time of the shift.</u></li> <li>• <b>Span:</b> max 12 hours</li> <li>• <b>Hours:</b> max 10 hours (replacing former max of 8 hours)</li> </ul>	<p>Updates to incorporate new maximum of 10 hours (replacing former 8 hours)</p>

	<ul style="list-style-type: none"> <li><b>Double time (OT):</b> works outside <u>10 hours</u> or outside span.</li> </ul>	
17. Shift Work	<p>Where a Shift Worker works a rostered afternoon or night shift, the Employee will be paid the following applicable penalty rate in addition to their Ordinary Rate:</p> <ul style="list-style-type: none"> <li>Afternoon shift –17.5%</li> <li>Night Shift – 25%</li> </ul> <p>For the purposes of this clause, afternoon and night shift are defined at Clause 3 - Definitions, of the Agreement.</p> <p>The shift penalties prescribed in this clause will not apply to shift work undertaken by an Employee on a Saturday, Sunday or Public holiday where weekend or public holiday penalties are payable.</p>	<p>Retained current penalties:</p> <ul style="list-style-type: none"> <li>Afternoon shift: <b>17.5%</b></li> <li>Night Shift: <b>25%</b></li> </ul>
18. Saturday and Sunday Work	<p>Where an Employee is rostered to work ordinary hours:</p> <ul style="list-style-type: none"> <li>the major portion of which falls on a <b>Saturday</b> - the Employee will be paid at the rate of <b>time and a half</b> the Ordinary Rate for the hours worked for the entire rostered shift.</li> <li>the major portion of which falls on a <b>Sunday</b> - the Employee will be paid at the rate of <b>double time</b> the Ordinary Rate for the entire rostered shift.</li> </ul> <p><b>Provided that:</b></p> <ul style="list-style-type: none"> <li>where shifts commence between 11.00pm and midnight on a Sunday, the time worked prior to midnight will not be paid at the Sunday penalty rate;</li> <li>where the shift commences before midnight on a Saturday and extends into the Sunday, all time worked on the shift will be paid at the Sunday penalty rate.</li> <li>where a shift commences before midnight on a Saturday or Sunday and extends into a public holiday, all time worked on the weekend until midnight will be paid at the applicable weekend penalty rate, and thereafter all time worked on the public holiday will be paid at the applicable public holiday penalty rate set out at clause 40. Any hours worked on a public holiday shall be paid at public holiday rates in lieu of Saturday or Sunday penalties.</li> </ul>	<p>Retained current penalties (and majority shift arrangements):</p> <ul style="list-style-type: none"> <li>Saturday: <b>150%</b></li> <li>Sunday: <b>200%</b></li> </ul> <p>(Note: New arrangements for PH – refer below)</p>
19. Meal Breaks	<p><b>Updated provision</b></p> <p><b>Unpaid Meal Break:</b></p>	<p><b>Retention</b> of paid meal breaks for shift workers (noting now includes express reference to shifts)</p>

	<p>An Employee, excluding Employees subject to subclause (c), who works in excess of 5 hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.</p> <p>Such meal break will be taken at or before the 5<sup>th</sup> hour of work, where reasonably practicable, unless agreed otherwise. Provided that, an Employee engaged to work a shift of six hours or less may mutually agree with the Employer to forgo the unpaid meal break.</p> <p><b>Paid Tea Breaks (Day workers only)</b></p> <p>A Day Worker will be entitled to a paid 10 minute tea break in each 4 hours worked at a time to be agreed between the employer and employee. Subject to agreement between the employer and employee, such breaks may be taken as one 20 minute tea break.</p> <p>Tea breaks will be counted as time worked.</p> <p><b>Shift Workers (Paid Meal Breaks)</b></p> <p>For shift workers, subject to (ii), each ordinary shift of not more than 8 hours duration (or of up to 10 hours if mutually agreed) is inclusive of a 25-minute paid meal break that is counted as ordinary time worked.</p> <p><b>Provided that:</b> subject to mutual agreement between the Employer and the Employee(s), Employees shall be allowed to extend their paid 25 minutes' paid meal break by not more than 35 minutes each shift, which excess time shall be exclusive of time worked and unpaid – with the unpaid meal interval being in lieu of the arrangements set out at clause 19(a).</p> <p>A part-time shift worker is entitled to the 25-minute paid meal break where they work a shift in excess of 4 hours.</p>	<p>of up to 10 hours being included)</p> <p><b>New paid tea breaks</b> for day workers.</p> <p>Unpaid meal breaks – to be taken at or before the 5<sup>th</sup> hour of work (where reasonably practicable and unless otherwise agreed). Replacing the former provision – to be taken within the 4<sup>th</sup> and 6<sup>th</sup> hour.</p> <p>Unpaid meal breaks – will also enable employees on shifts of 6 hours or less to forgo the break and leave work early.</p>
20. Overtime	<p><b>OT:</b> Hours worked in excess of the ordinary hours on any shift as prescribed at clauses 15(a) and 15(b)</p> <p><b>Day Worker OT:</b></p> <ul style="list-style-type: none"> <li>Monday to Saturday inclusive – 150% for the first two hours and 200% thereafter;</li> <li>Sunday – 200%;</li> <li>Public holidays – 250%.</li> </ul> <p><b>Shift Worker OT:</b></p> <ul style="list-style-type: none"> <li>Monday to Sunday– 200%.</li> <li>Public Holidays – 250%.</li> </ul> <p>The overtime penalty rates are applied to the ordinary rate and are in substitution and not cumulative upon any shift, weekend or public</p>	<p>Updated provision, with OT arrangements for day and shift workers</p> <p><b>OT Penalties Day Worker:</b></p> <ul style="list-style-type: none"> <li><b>M-Sat:</b> 150% for first 2 hrs and 200% thereafter</li> <li><b>Sun:</b> 200%</li> <li><b>PH:</b> 250%</li> </ul> <p><b>OT Penalties Shift Worker:</b></p> <ul style="list-style-type: none"> <li><b>M-Sun:</b> 200%</li> <li><b>PH:</b> 250%</li> </ul>



	<p>holiday penalties that would otherwise be payable.</p> <p><b>Part-time Employees and Casual Employees</b></p> <p>Hours worked by part-time and casual Employees, in excess of the rostered daily ordinary full-time hours (being 8 ordinary hours, subject to any agreement to work up to a maximum of 10 ordinary hours) will be overtime and will be paid as prescribed at subclause 20(b).</p> <p>For additional hours agreed to by part-time and casual employees, time worked up to the rostered daily ordinary hours of work (as per 20(c)(i)) will not be regarded as overtime but:</p> <ul style="list-style-type: none"> <li>• in the case of a part-time Employee - an extension of the contract hours for that shift;</li> <li>• in the case of a casual Employee – additional ordinary hours;</li> </ul> <p>and will be paid at the ordinary rate plus applicable shift penalties or loadings.</p> <p>No part-time Employee will be directed to work in excess of their daily rostered ordinary hours at the Ordinary Rate. Where such work is performed at the direction of the Employer it will be paid at the applicable overtime rate.</p> <p><b>Time off in lieu of overtime</b></p> <p>Provided that where there is agreement between the Employer and the Employee, the Employee may take time off in lieu of receiving payment for overtime at a mutually agreed time.</p> <p>The Employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred. The time off must be taken within 6 months after the overtime is worked. Where such time off is not taken within 6 months, or upon the termination of the Employee's employment, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.</p>	
21. Overtime Meal	<p>An Employee will be supplied with an adequate meal where the Employer has adequate facilities or be paid an overtime meal allowance as set out at Schedule 2 in addition to any overtime payment as follows:</p> <ul style="list-style-type: none"> <li>• when required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.</li> <li>• provided that where such overtime work exceeds four hours a further meal will be provided.</li> </ul>	<p><b>Enhanced</b> term, with new min threshold of more than 1 hour of OT instead of "more than 2 hours without being notified the previous day".</p>

	<p>Provided that the Employer will provide a meal for night duty staff in lieu of the allowance payment set out.</p> <p><b>Replacing</b></p> <p><i>An Employee required to work for more than 2 hours without being notified on the previous day or earlier that he/she will be so required shall either be supplied with a meal by the Employer.</i></p>	
24. Wages	<p>The wage increases are the <b>higher</b> of:</p> <ul style="list-style-type: none"> <li>• <b>3% or \$50 per week</b> (FFPPOA 1 July 2022)</li> <li>• <b>3% or \$50 per week</b> (FFPPOA 1 July 2023)</li> <li>• <b>1.5% or \$25 per week</b> (FFPPOA 1 January 2024)</li> <li>• <b>1.5% or \$25 per week</b> (FFPPOA 1 July 2024)</li> <li>•</li> </ul>	<p>Wages increases together with backpay to FFPPOA 1 July 2022 (<i>noting the last wage increase under the current EA was FFPPOA 1 July 2021</i>)</p> <p><i>By way of example, if you are employed as a cleaner, catering officer or hospital assistant (at Operations Level 3 employee) the <b>\$50 per week</b> increase means your wage will increase by:</i></p> <ul style="list-style-type: none"> <li>• <b>more than 5%</b> across the service levels in the first year (2022),</li> <li>• <b>between 4.86% and 5.08%</b> in the second year (2023); and</li> <li>• <b>in the final year (2024), with cumulative effect (paid in two 6-month intervals), increases of over 4%.</b></li> </ul>
28. Superannuation	<p><b>Updated provision</b></p> <p>In the event that no fund is nominated by a new Employee, or a <b>'stapled fund' per Superannuation Law</b>, superannuation contributions will be paid into HESTA on behalf of that Employee ("Default Fund"). The Default Fund offers a MySuper product.</p>	<p><b>Retention</b> of default fund: HESTA</p> <p>Full choice (compliant fund)</p> <p><b>Updates</b> to include stapled fund arrangements – Nov 2021 changes to SG Laws</p>
30. Higher Duties & Multiple Assignments	<p><b>Updated provision</b></p> <p><b>(Category 1)</b></p> <p>An Employee, engaged as:</p> <ul style="list-style-type: none"> <li>• an Administrative and Clerical Employee (excluding Level 1);</li> <li>• a Health Professional or Pastoral Care Employee; or</li> <li>• Executive staff;</li> <li>• A Technical (CSSD and Theatre) Employee - Level 3 and above,</li> </ul>	<p><b>Higher Duties:</b> expanded Category 2 to include Technical (CSSD and Theatre) Level 1 and 2, and Administrative and Clerical Level 1A or B Employee (in addition to the existing Operational employees).</p> <p><b>New Multiple Assignments</b> – <i>refer clause for detail</i></p>

	<p>who, for a period of <b>five or more</b> consecutive working days performs the duties of an Employee with a higher classification than that Employee shall be paid the minimum rate applicable to the higher paid classification.</p> <p><b>(Category 2)</b>  An Operational, <u>Technical (CSSD and Theatre) Level 1 and 2, or Administrative and Clerical Level 1A or B Employee</u>, engaged continuously <b>for 2 hours or more</b> on duties carrying a higher classification than their ordinary classification shall be paid the higher classification for such <b>shift</b>. If for <b>less than 2 hours</b>, they shall be paid the higher classification for the <b>time so worked</b>.</p> <p><b>New provision</b></p> <p>An employee may agree to perform the work of two or more roles covered by multiple classifications under this Agreement within the same contract of employment (or however termed) (<b>'Multiple Assignments'</b>), <u>except</u> where:</p> <ul style="list-style-type: none"> <li>• One role is part-time and another is casual.</li> <li>• One role is already full-time.</li> </ul> <p><i>NOTE: For clarity, an employee whose second role is under the Award or another enterprise agreement cannot be covered by this clause.</i></p> <p>Nothing in this clause limits the employee and employer agreeing to two (or more) separate employment contracts, including to give effect to the exceptions.</p> <p>When forming a Multiple Assignments arrangement, the parties must agree in writing:</p> <ul style="list-style-type: none"> <li>• how many ordinary hours per week (or fortnight) are guaranteed for each classification level; and</li> <li>• the rostering arrangements that will apply.</li> </ul> <p>Any roster(s) for a Multiple Assignments employee must clearly record what role the employee shall be performing each shift.</p> <p>When an employee in a Multiple Assignments role in accordance with this clause is engaged on a Part-Time basis, the terms of clause 14(b) - Part-time Employees still apply.</p> <p>Where an employee has Multiple Assignments with different minimum rates of pay:</p> <p>The minimum rate of pay for each role shall be in accordance with clause 24 - Wages.</p>	
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	<p>When calculating the value of:</p> <ul style="list-style-type: none"> <li>• Overtime;</li> <li>• Shift Loadings;</li> <li>• Penalty Rates,</li> </ul> <p>the minimum rate of pay shall be that which applies to the role attributed to that shift.</p> <p>With the exception of paid leave types paid on a calculation of average earnings, an employee on paid leave shall be:</p> <ul style="list-style-type: none"> <li>• paid in accordance with the applicable clause under this Agreement; and</li> <li>• payment shall be based on the role attributed to the shift the employee is on leave from.</li> </ul> <p>Where overtime is compensated by way of time off in lieu, that time off in lieu must be taken in the role which generated the overtime.</p> <p>Each shift stands alone.</p> <p>If an employee is directed to work in excess of the scope of practice for a role attributed to a shift yet it remains within the employee's skill, competence and training, the employee shall be paid the rate of pay for the classification being performed for the duration of the shift.</p>	
<b>Deleted</b> Infection Control Allowance		Not many people received this allowance because it had limited application. The wage increases and further increases through new pay points provide a fairer benefit.
31. Meal Allowance	<p><b>Updated provision</b></p> <p>Where the duties of an Employee require him/her to travel from his/ her headquarters and he/she is more than 16 kilometers therefrom at his/her normal meal hour, that Employee shall, be reimbursed relevant meal costs incurred, provided that relevant receipts are provided.</p>	Employees will now be reimbursed the expense rather than paid a fixed allowance rate.
33. Uniforms and Protective Clothing	<p><b>Updated provision</b></p> <p>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.</p> <p><b>Replacing</b></p> <p><i>Employees, other than Executive Staff (as defined), shall be provided with, free of cost by the Employer, sufficient, suitable and serviceable uniforms.</i></p> <p><i>The Employee is required to maintain the uniform in a neat and tidy fashion.</i></p>	Updated uniform arrangements – supplied with adequate uniforms free of cost

	<i>An Employee, on leaving the service of an Employer, shall return any uniform or part thereof provided by that Employer which is still in use by him/her immediately prior to leaving.</i>	
36. Annual Leave	<p><b>Updated provision</b></p> <p><b>Entitlement:</b> Annual leave shall be paid in accordance with the NES. That is, for each year of continuous service with the Employer, a permanent Employee is entitled to <b>4 weeks</b> of paid annual leave.</p> <p><b>SW Entitlement:</b> In addition to the leave prescribed in sub-clause <b>Error! Reference source not found.</b> above, shift workers (as defined hereunder) will be entitled to an <b>additional one week</b> of paid annual leave. For the purposes of the NES and this clause a shift worker is defined as an Employee who:</p> <ul style="list-style-type: none"> <li>• <i>is regularly rostered to work Sundays and public holidays; or</i></li> <li>• <i>who undertakes their ordinary hours outside of 6am to 6pm Monday to Friday and works not less than 20 weekend ordinary shifts (or any combination of Saturdays and Sundays to a total of not less than 20 shifts) in the accrual year.</i></li> </ul> <p><u>Note: Working a Saturday shift and a Sunday shift in the same weekend will count as two instances.</u></p> <p><b>Leave in advance:</b> The Employer may allow annual leave to be taken in advance where exceptional circumstance apply.</p> <p>In the event of the Employee's employment being terminated prior to the accrual of advanced annual leave, the Employer may deduct the full amount from the Employee's final pay, subject to s.324(1)(b) of the Act.</p>	<p><b>Retained</b></p> <ul style="list-style-type: none"> <li>• 4 weeks AL (base entitlement)</li> <li>• 5 weeks (eligible shift workers)</li> </ul> <p><b>Leave in advance:</b> subject to approval and deduction arrangements on final pay.</p>
37. Purchased Leave	<p><b>Updated provision – refer clause</b></p> <p><b>Purchased Leave:</b> Period of leave (which would otherwise be unpaid) funded through payroll deductions</p>	Employees (other than casuals) will continue to be able to agree with Calvary to a purchased leave arrangement to fund extended periods of leave that would otherwise be unpaid
39. Compassionate Leave	<b>Compassionate Leave:</b> 3 days paid leave per occasion, unpaid for casuals (per the NES now includes stillborn child and miscarriage).	Broader eligibility (per NES)
40. Public Holidays	<p><b>PH worked:</b> Paid at 250% for time worked (refer above for casuals)</p> <p><b>NEW PH FT RDO:</b></p> <p>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</p>	A small group of employees receive the FT Public Holiday RDO benefit – being 150% for a PH that falls on a FT shift workers' rostered day off (a day not worked). The majority of our employees

	<p>except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.</p> <p>Rostered day off (<b>RDO</b>) for the purposes of this clause means the day or days in a roster period where a full-time employee is not rostered to work in accordance with clause 15(c).</p> <p><b>Replacing SW:</b></p> <p><i>For full-time shift workers, where a Public Holiday falls on a rostered day off, Employees shall receive one and a half days pay. This payment will be paid in the same pay for the pay period in which the Public Holiday falls.</i></p>	<p>don't receive this benefit but are instead paid penalty rates for a public holiday worked or provided with a day off on the PH without loss of their ordinary pay. The new provision moves towards a more aligned arrangement, which is fairer across the workforce.</p>
41. Parental Leave (Special Maternity Leave at (d))	<p><b>Paid Maternity/ Adoption Leave:</b> 14 weeks (refer 41(c))</p> <p><b>Paid Partner Leave:</b> 1 week</p> <p><b>New provision</b></p> <p>(i) An Employee eligible for paid parental leave in accordance with subclause 41(c) who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to <b>12 weeks paid leave</b> provided by this Agreement. For clarity, an employee entitled to paid leave under this provision is not entitled to paid leave under subclause (c).</p> <p>(ii) The Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave;</p> <p>(iii) In addition to the paid leave set out at (i), the Employee may be entitled to unpaid special maternity leave in accordance with the NES. If an Employee takes leave for a reason outlined in paragraphs (i), the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.</p>	<p>New provision for <b>12 weeks paid leave</b> in specified circumstances</p>
41. Mandatory Training	<p><b>New provision</b></p> <p>All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. Calvary's preference is that mandatory training will be provided and undertaken at the workplace and in paid time.</p> <p>On-Site Training</p> <p><i>Contiguous with a Shift</i></p> <p>Where an employee is rostered (or it is agreed) for additional time to complete mandatory training</p>	<p><b>New provision</b> – refer detail set out in clause</p>



	<p>immediately prior to, or immediately after their shift then the employee will be paid at their ordinary rate of pay. Shift penalties (clause 17) and weekend penalties (clause 18) will be applicable provided they are calculated on the employee's rostered shift and not the additional mandatory training time's start or finish time.</p> <p><i>Employee's Day Off</i></p> <p>Where an employee is rostered to attend mandatory training on their day off work, then the employee will be paid at their ordinary rate of pay (plus shift or weekend penalties, as applicable) for a minimum 1 hours' engagement.</p> <p>Casual employees shall be paid casual loading in addition to their ordinary rates under this clause.</p> <p>Mandatory Training will not attract overtime penalty rates unless the mandatory training exceeds 8 hours per calendar year, provided that overtime penalty rates will apply where hours worked, inclusive of training hours, by an Employee exceed 10 hours in a day or 76 hours in a fortnight. In such instances, overtime will be paid on the date the mandatory training hours were incurred.</p> <p><b>E-Learning</b></p> <p>E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the Manager, modules can be completed outside of working hours and from home. This clause (c) applies to the exclusion of clause (b) when employees are undertaking e-learning from home.</p> <p>Calvary may require employees to complete compulsory modules through e-learning and will allocate an amount of time for the completion of each compulsory module (the '<b>approved amount of time</b>').</p> <p>Calvary will pay employees for the approved amount of time taken to complete this training, irrespective of whether the employee successfully completes the training in a shorter time period.</p> <p>The employee will be paid at their ordinary rate of pay for the allocated time taken to complete the module. No penalty or overtime rates shall apply. Casual employees shall be paid casual loading.</p> <p>Where an employee finds that it takes more than the approved amount of time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their Manager. The Manager will take steps to ensure the employee is able to complete the training by:</p> <ul style="list-style-type: none"><li>• arranging for the module to be completed in working hours in the workplace and</li></ul>	
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	<p>ensuring access to IT resources to allow this to occur; and/or</p> <ul style="list-style-type: none"> <li>• approving payment for additional time required to complete the module from home. If an employee is still unable to complete the module after the additional time, they will again bring this to the attention of the Manager.</li> </ul> <p><b>Replacing</b>  <i>All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular – Every Employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling training (specific staff only), food handling (as appropriate) infection control and chemical management provided by the Employer in each twelve month period or as required. Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or one hour; whichever is the greater, paid at the relevant overtime penalty rate of pay. Attendance at any training course other than those referred to at (a) above, may be supported by the Employer in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer. Where the Employer has implemented or is participating in a no lift training program every Employee must attend the training required.</i></p>	
47. FDV Leave	<p><b>Family and Domestic Violence Leave:</b>  The clause addresses circumstances of family and domestic violence and accessing leave. Relevantly the Agreement provides for the following leave entitlement (in summary):  <b>A full-time, part-time and casual Employee</b> is entitled to <b>20 days'</b> paid leave to deal with family and domestic violence, as follows:</p> <ul style="list-style-type: none"> <li>○ FT and PT Employees will be paid at their full rate of pay calculated on what the employee would have received if they worked the period rather than take the leave.</li> <li>○ For a casual employee, the leave is paid on the hours of work which were offered and the employee accepted prior to the requirement to take Family and Domestic Violence leave.</li> <li>○ the leave is available in full at the start of each 12 month period of the Employee's employment.</li> <li>○ the leave does not accumulate from year to year.</li> </ul>	Improved entitlement - up to <b>20 days</b> paid leave (FDVL) now available to eligible FT, PT and casual employees.
51. Termination	<p><b>New provision</b></p> <p><b>Notice of termination by an Employee</b></p>	New notice per the NES – replacing default 7 days.

	<p>An Employee must provide to the Employer notice of termination in accordance with Clause 51(b).</p> <p>If the Employee, who is at least 18 years of age, fails to give the period of notice required under subclause (d), the Employer may deduct from wages due to the Employee under the Agreement an amount that is no more than one week’s wages for the Employee.</p> <p><b>Replacing 7 days’ notice</b></p> <p><i>No Employee shall, without the consent of the Employer, resign without having given seven days’ notice of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the Employee forfeit more than seven days’ pay at the rates prescribed for his or her classification, subject to the requirements of s324(1)(b) of the Fair Work Act.</i></p>									
Schedule 1 – New Structure	<p><b>New:</b> A new classification structure has been included in the EA for both theatre and CSSD technical employees. This provides a clear career structure which enables enhancement through both skill and qualification acquisition and demonstrated experience, together with wage increases in line with the stepped-out structure.</p> <p>New pay points for Operations Level 3 and 5 (being <b>3 new pay points</b> for each level – per year of service) would take effect from the date the EA comes into operation and are as follows:</p> <table><tr><td rowspan="3">Operations level 3</td><td>PP 3.4</td></tr><tr><td>PP 3.5</td></tr><tr><td>PP 3.6</td></tr><tr><td rowspan="3">Operations level 5</td><td>PP 5.4</td></tr><tr><td>PP 5.5</td></tr><tr><td>PP 5.6</td></tr></table>	Operations level 3	PP 3.4	PP 3.5	PP 3.6	Operations level 5	PP 5.4	PP 5.5	PP 5.6	New classifications & progression pay points (refer EA for detail)
Operations level 3	PP 3.4									
	PP 3.5									
	PP 3.6									
Operations level 5	PP 5.4									
	PP 5.5									
	PP 5.6									

We look forward to telling you more about the Agreement during the access period and in the lead up to the vote.