

CALVARY HEALTH CARE ADELAIDE

SUPPORT SERVICES

ENTERPRISE AGREEMENT

2021

1. ARRANGEMENT

The Agreement is arranged as follows:

CLAUSE NO.	SUBJECT MATTER	PAGE NO.
1.	ARRANGEMENT	2
2.	NAME OF THE AGREEMENT	4
3.	COVERAGE.....	4
4.	SCOPE OF THE AGREEMENT	4
5.	DEFINITIONS	4
6.	DATE AND PERIOD OF OPERATION.....	6
7.	SAVINGS CLAUSE.....	6
8.	POSTING OF THE AGREEMENT.....	6
9.	COLLECTIVE AGREEMENT AND EMPLOYEE RELATED MATTERS	6
10.	CONSULTATION ABOUT MAJOR WORKPLACE CHANGE	8
11.	CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK	10
12.	DISPUTE RESOLUTION PROCEDURE.....	10
13.	WAGES AND ALLOWANCES	11
14.	SALARY SACRIFICE / PACKAGING ARRANGEMENTS	11
15.	SUPERANNUATION	12
16.	ORDINARY HOURS OF WORK.....	12
17.	EMPLOYMENT CATEGORIES	13
18.	INCREMENTAL ADVANCEMENT	15
19.	ROSTER OF HOURS	16
20.	SHIFT WORK	16
21.	WEEKEND WORK.....	17
22.	MEAL BREAKS AND TEA BREAKS	17
23.	OVERTIME	17
24.	PARENTAL LEAVE	19
25.	ANNUAL LEAVE.....	23
26.	PUBLIC HOLIDAYS.....	25
27.	PERSONAL/CARER'S LEAVE.....	28
28.	COMPASSIONATE LEAVE	30

29. LONG SERVICE LEAVE 31

30. COMMUNITY SERVICE LEAVE 31

31. FAMILY AND DOMESTIC VIOLENCE LEAVE 31

32. TERMINATION OF EMPLOYMENT 34

33. REDUNDANCY 35

34. UNIFORMS 38

35. ALLOWANCES 38

36. FLEXIBILITY ARRANGEMENTS 40

37. RECLASSIFICATION OF POSITION 42

38. DISCUSSIONS PRIOR TO DECISION TO TERMINATE EMPLOYMENT 43

SCHEDULE 1 45

SCHEDULE 2 67

2. NAME OF THE AGREEMENT

This Agreement shall be known as the Calvary Health Care Adelaide Support Services Enterprise Agreement 2021 ('the **Agreement**').

3. COVERAGE

3.1 This Agreement shall cover:

3.1.1 Calvary Health Care Adelaide (ABN 85 106 314 229) ("**the Employer**"); and

3.1.2 Employees employed by the Employer as classified in Schedule 1 of this Agreement ("**the Employees**"),

3.2 This Agreement is made under section 172 of the Act. The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

3.3 The Employer will formally advise the Health Services Union of Australia – SA and NT Branch ("HSU") and the United Workers Union ('UWU') ("United Workers Union") that the Agreement is made in order for the HSU and the UWU to apply under section 183 of the Fair Work Act 2009 to be covered by the Agreement.

3.4 It is the intention of this Agreement that the HSU and the UWU will be covered by this Agreement if notice is provided in accordance with section 183 of the Act.

4. SCOPE OF THE AGREEMENT

4.1 Other than individual flexibility agreements reached in accordance with 36 - INDIVIDUAL FLEXIBILITY ARRANGEMENTS, this Agreement is intended to replace (to the extent permitted by law) other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

4.2 Notwithstanding clause 4.1, the NES will prevail over the content of this Agreement to the extent of any inconsistency or omission.

4.3 Unless explicitly stated otherwise in this Agreement, any Company policies and procedures referenced herein are not integrated into this Agreement.

5. DEFINITIONS

In this Agreement:

"**Act**" means the *Fair Work Act 2009* (Cth) as amended from time to time.

"**Agreement**" means the *Calvary Health Care Adelaide Support Services Enterprise Agreement 2021*.

"**Employees**", "**Employee**", "**They**" and "**Their**" means, unless expressed otherwise or specified to the contrary the Employees of the Employer performing work as described in the classifications at Schedule 1 of the Agreement.

"**FFPPOA**" means 'first full pay period on or after'.

“**FWC**” means the Fair Work Commission, the statutory body established under the Fair Work Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.

“**Immediate Family**” of an Employee means:

- (i) a spouse (whether or not of the same sex of the Employee), de facto partner, child parent, grandparent, grandchild or sibling of the Employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (iii) spouse includes a former spouse;
- (iv) de facto partner of an Employee means:
 - (1) a person who, although not legally married to the Employee, having regard to all the circumstances of their relationship, they have a relationship as a couple living together on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the Employee

“**Meeting**” means in person or via video conferencing (including but not limited to zoom, WebEx, Teams etc.) or tele-conference.

“**NES**” means the National Employment Standards as described in Part 2-2 of the Act.

“**Ordinary Rate of Pay**” means, unless specified to the contrary, the rate of pay set out in Schedule 2 as applicable to an Employee for his or her ordinary hours of work, as adjusted in accordance with clause 12, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.

“**Union**” means the Health Services Union or United Workers Union, as applicable.

“**We**”, “**Us**”, “**Our**” and “**Employer**” means or refers, unless expressed otherwise or specified to the contrary, to Calvary Health Care Adelaide (ABN 85 106 314 229)

“**Serious Misconduct**” means conduct defined by regulation 1.07 of the *Fair Work Regulations 2009* (Cth)

“**Service**” and “**Continuous Service**” is as defined by the relevant sections of the Act.

“**Rostered Day Off**” means the normal days off duty provided for in accordance with the roster.

“**Shiftworker**” means- an employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of work of a day worker as defined in clause 16.

“**Superannuation Law**” means any requirement under the *Superannuation Industry (Supervision) Act 1993 (Cth)*, *Superannuation Industry (Supervision) Regulations 1994 (Cth)*, *Superannuation Guarantee (Administration) Act 1992 (Cth)*, *Superannuation Guarantee (Administration) Regulations 1993 (Cth)*, *Superannuation Guarantee Charge Act 1992 (Cth)*, and any other present or future legislation which the Employer must comply with to satisfy its superannuation obligations to the Employees.

“**Union Delegate**” means a Calvary Employee recognised by the union and membership as a representative of the UWU or HSU.

6. DATE AND PERIOD OF OPERATION

- 6.1 This Agreement shall commence operation from the 7th day after the Agreement is approved by the Fair Work Commission and shall remain in force until the nominal expiry date of 30 June 2023.
- 6.2 This Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act.
- 6.3 The parties agree to commence negotiations to replace this Agreement no later than six (6) months prior to the nominal expiry date of the Agreement.

7. SAVINGS CLAUSE

- 7.1 A term of contract of employment that is more beneficial to an Employee than the corresponding term of this Agreement is to prevail over the corresponding term of the Agreement.
- 7.2 Where remuneration (and any component thereof) paid to the Employee by the Employer exceeds the minimum payable to an Employee:
 - 7.2.1 there is no obligation on the Employer to further increase the Employee's remuneration in excess of the minimum payable; and
 - 7.2.2 the amount in excess may be off-set against any other employment entitlement payable to the Employee for any period of employment with the Employer.
- 7.3 It is a term of this Agreement that no Employee will receive a lesser base rate of pay than the base award rate of pay prescribed in the Health Professionals and Support Services Award 2010, as varied from time to time, for the Employee's equivalent classification.

8. POSTING OF THE AGREEMENT

At least one physical copy of this Agreement and the NES shall be made available in a conspicuous and convenient place at the workplace so as to be easily read by all Employees. Storage on Calvary's intranet or external website shall otherwise be regarded as a place in accordance with this clause.

9. COLLECTIVE AGREEMENT AND EMPLOYEE RELATED MATTERS

9.1 Relationship with the Union/s

- 9.1.1 The Employer acknowledges the importance of working collaboratively with the Union parties to this agreement for the wellbeing and safety of the Employees, as well as the productivity of the workforce.

9.2 Union Delegates

- 9.2.1 Upon a Union notifying the Employer of an appointed Union delegate in the workplace, the Employer must recognise the Employee delegate in the workplace as the accredited representative of the Union.

9.3 Union Delegate Rights

- 9.3.1 The Union delegate must be allowed the facility and the necessary time during working hours to meet with Employees. The Union delegate must be allowed the necessary time during working hours to meet with a representative of management on matters affecting Employees whom the delegate represents.
- 9.3.2 A Union delegate must not exercise any of the functions in this clause where to do so would result in unreasonable under-staffing or disruption of, or be detrimental to the workplace.
- 9.3.3 This clause operates only to the extent that its obligations relate to the relationship between the Employer and the Employees covered by this Agreement.

9.4 Union Delegate Training

- 9.4.1 A Union Delegates (with more than 12 months continuous service), with approval of the union, and upon application to the Employer in writing, will be granted leave with pay up to a maximum of 3 days each year, noncumulative, to increase skills and expertise in:
- 9.4.1.1 Representing members in bargaining;
 - 9.4.1.2 Representing the interests of members to the Employer and industrial tribunals;
 - 9.4.1.3 Consulting with union members and other Employees for whom the delegate is a bargaining representative;
 - 9.4.1.4 Participating in the operation of the union;
 - 9.4.1.5 Addressing new Employees about the benefits of union membership after they commence with the Employer.
- 9.4.2 The written application to the Employer must include the nature, content and duration of the course to be attended, and the application is made as early as practicable and not less than two (2) weeks before the training.
- 9.4.3 The granting of leave pursuant to this clause will be subject to the Employer being able to make adequate staffing arrangements amongst current Employees during the period of such leave. The Employer will not use this subclause to avoid an obligation under this clause.
- 9.4.4 Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.
- 9.4.5 Each Employee on leave approved in accordance with this clause, will be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for

an Employee means the ordinary rate of pay, any over-Agreement payment, superannuation and shift loading, which otherwise would have been payable.

- 9.4.6 All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause will be the responsibility of the Employee or the Union/s.
- 9.4.7 An Employee may be required to provide confirmation of attendance at the course to qualify for payment of leave.
- 9.4.8 An Employee granted leave pursuant to this clause will, upon request, inform the Employer of the nature of the course attended and their observations on it.
- 9.4.9 In the event of a disagreement arising from this clause, the dispute settlement procedures, as outlined in this Agreement shall apply.
- 9.4.10 Nothing in this clause authorises the delegate to prejudice non-members in their employment or authorises the Employer to discriminate against non-members.

9.5 Direct Debit Release

- 9.5.1 The Employer will facilitate the release of direct debit details for the purposes of union membership for all Employees. Upon receiving a signed direct debit release membership form from the Union, the Employer will release the bank details of the relevant Employee to the Union.

9.6 Noticeboards

- 9.6.1 The Employer will permit a union Employee delegate of the Union to post signed or countersigned formal Union notices, upon an appropriate notice board.
- 9.6.2 Any notice posted on a notice board not signed or countersigned by the representative may be removed by the Employer.

9.7 Joint Consultative Committee

- 9.7.1 There shall be established within two (2) months of the operation of this agreement a Consultation Committee (“**CC**”) for the purpose of consultation between the Parties. Prior to the CC meeting being established, Calvary and the HSU and UWU will propose CC Terms of Reference that include arrangements for the timely provision of information and recording of minutes.
- 9.7.2 A minimum requirement of the CC will include the right of attendance at every CC by a Union Official of the UWU and HSU.

10. CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

- 10.1 If an Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must:

- 10.1.1 give notice of the changes to all Employees who may be affected by them and their representatives if any, and union (if any); and
- 10.1.2 discuss with affected Employees and their representatives (if any):
 - 10.1.2.1 the introduction of the changes; and
 - 10.1.2.2 their likely effect on Employees; and
 - 10.1.2.3 measures to avoid or reduce the adverse effects of the changes on Employees; and
- 10.1.3 commence discussions as soon as practicable after a definite decision has been made.
- 10.2 For the purposes of the discussion under 10.1.2, the Employer must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:
 - 10.2.1 their nature; and
 - 10.2.2 their expected effect on Employees; and
 - 10.2.3 any other matters likely to affect Employees.
- 10.3 Clause 10.2 does not require an Employer to disclose any confidential information if its disclosure would be contrary to the Employer's interests.
- 10.4 The Employer must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 10.1.2.
- 10.5 In clause 10, significant effects on Employees includes any of the following:
 - 10.5.1 termination of employment; or
 - 10.5.2 major changes in the composition, operation or size of the Employer's workforce or in the skills required; or
 - 10.5.3 loss of, or reduction in, job or promotion opportunities; or
 - 10.5.4 loss of, or reduction in, job tenure; or
 - 10.5.5 alteration of hours of work; or
 - 10.5.6 the need for Employees to be retrained or transferred to other work or locations; or
 - 10.5.7 job restructuring.

11. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

- 11.1 Clause 11 applies if an Employer proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.
- 11.2 The Employer must consult with any Employees affected by the proposed change and their representatives if any, and unions (if any).
- 11.3 For the purpose of the consultation, the Employer must:
 - 11.3.1 provide to the Employees and representatives mentioned in clause 11.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - 11.3.2 invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 11.4 The Employer must consider any views given under clause 11.3.2.
- 11.5 Clause 11 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

12. DISPUTE RESOLUTION PROCEDURE

- 12.1 Unless otherwise stated the terms “party” or “parties” referred to in this clause means the Employer and/or the Employees, as the context requires.
- 12.2 This dispute resolution procedure will apply to disputes about any matters arising under this Agreement and/or in relation to the NES.
- 12.3 Either party may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 12.4 In the event of a dispute the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to, the following steps:
 - 12.4.1 the Employee and supervisor discussing the matter; and
 - 12.4.2 if the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).
- 12.5 If a dispute is unable to be resolved at the workplace, in accordance with clause 12.6, a party to the dispute may refer the matter to FWC.
- 12.6 The parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.
- 12.7 While the dispute resolution procedure is being conducted, work must continue in the same way as before the dispute arose. Only in the case of applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

13. WAGES AND ALLOWANCES

- 13.1 Wage increases shall be payable from the beginning of the first full pay period on or after the dates specified in Table 1 of Schedule 2.
- 13.2 The allowances as set out in Table 2 – Other Rates and Allowances of Schedule 2 shall be payable in accordance with the rates prescribed in that table, with the exception of the Vehicle Allowance which will be varied in accordance with any variations in the Australian Tax Office rate for mid-range vehicles.
- 13.3 Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate that would have applied to Employees if the Agreement did not apply. In such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

13.4 Payment of Wages

- 13.4.1 Payment of wages will be by electronic transfer into the Employee's nominated financial institution account at the end of each fortnightly pay period
- 13.4.2 On or prior to pay day the Employer shall provide to the Employee, particulars in writing accessible electronically, setting out full details of the wages the Employee is entitled to
- 13.4.3 Wherever practicable such payment shall be available for withdrawal by Employees on the designated pay day. Any other form of payment will be at the discretion of the Employer by agreement with the Employee
- 13.4.4 If a public holiday falls on a normal payroll processing day, payment may be delayed by one day.

14. SALARY SACRIFICE / PACKAGING ARRANGEMENTS

- 14.1 By agreement with the Employer, an Employee may choose to take part of their remuneration under this Agreement as salary sacrifice benefits (including by making additional pre-tax contributions into their chosen complying superannuation fund). If an Employee makes this choice, the remuneration which would otherwise be payable to the Employee will be reduced by the value of such benefits (including associated costs, charges and taxes).
- 14.2 Without limiting the Employer's discretion as to whether or not it will agree to any particular salary sacrificing arrangement, the Employer may issue guidelines through policies and procedures from time to time as to what salary sacrificing arrangements are acceptable to the Employer, including the chosen provider.
- 14.3 In the event that changes in legislation, ATO rulings or determinations remove or alter the Employer's capacity to maintain the salary sacrificing arrangements pursuant to this Agreement, the Employer will be entitled to withdraw from these arrangements by giving reasonable notice to each affected Employee.
- 14.4 It is the responsibility of the Employee regarding their tax obligations and liabilities resulting from any salary sacrifice or other payments they choose to make.

15. SUPERANNUATION

15.1 The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

15.2 Superannuation Fund

“The Fund” for the purpose of this Agreement shall mean:

15.2.1 HESTA established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or

15.2.2 An Employee may nominate a complying fund to that provided at subclause (b)(i) above.

15.3 In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employee the Employer must commence making contributions to the Fund in accordance with the Superannuation Law.

15.4 Upon commencement of employment, the Employer shall provide each Employee with a Choice of Fund form. In the event that the Employee does not nominate a complying fund within 28 days of commencing employment, the Employer shall forward contributions and Employee details to HESTA (Default Fund). The Default Fund offers a MySuper product.

15.5 Superannuation fund payments will be made in accordance with trust fund deeds.

15.5.1 Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

16. ORDINARY HOURS OF WORK

16.1 The ordinary hours of work shall be:

16.1.1 up to 38 ordinary hours per week, averaged across a 2 week period; and

16.1.2 worked on no more than 10 days per 2 week period; and

16.1.3 up to 8 ordinary hours per shift; or

16.1.4 if the Employee genuinely agrees in writing, up to 10 ordinary hours per shift.

16.2 The ordinary span of hours shall be as follows:

16.2.1 Day workers - 6.00am to 6.00pm Monday to Friday.

16.2.2 Shiftworkers shall not have a span of ordinary hours.

16.2.3 There shall be a minimum break of eight (8) hours between rostered shifts of ordinary hours, and a minimum break of ten (10) hours following a shift that includes overtime.

16.2.4 If upon direction of the Employer the employee does not have eight (8) hours break between ordinary rostered shifts, the Employee shall be paid 200% for all ordinary hours work until they have had an eight (8) hour break.

16.2.5 If upon the initiative of the Employee and the Employer agrees, then the Employee may be rostered with a less than eight (8) hour break between ordinary shifts.

16.3 Daylight saving

16.3.1 Notwithstanding any other provision in relation to Hours of Work or Overtime:

16.3.1.1 An Employee who works a shift where daylight saving commences or ceases and alters the time, they will be paid for the actual hours worked; and

16.3.1.2 No overtime shall be payable for the additional hour worked when daylight savings ceases.

17. EMPLOYMENT CATEGORIES

17.1 Full-time Employment

17.1.1 Full-time Employee means a person who is engaged to work 38 ordinary hours per week, or an average of 38 ordinary hours per week in accordance with clause 16, provided that no shift shall be greater than 10 ordinary hours (exclusive of meal breaks) in length.

17.2 Part-time employment

17.2.1 Before commencing employment, the Employer and Employee will agree in writing on:

17.2.1.1 the span of hours that the Employee may be rostered within a fortnight. This span of hours shall include which shifts the Employee may be rostered to work; and

17.2.1.2 the days of the week the Employee may be rostered to work within a fortnight; and

17.2.1.3 the agreed minimum number of contracted hours to be worked per fortnight (which are less than those prescribed for a full-time Employee).

17.2.2 Part-time Employees shall be paid an hourly rate calculated pro rata to the ordinary weekly rate of pay for the respective classification, as set out in Schedule 2.

17.2.3 Part-time Employees shall be entitled to all other benefits of this Agreement in the same proportion as their ordinary hours of work bear to full-time hours, unless expressed otherwise.

17.2.4 Without limiting the Employer's right to terminate the Employee's employment, the minimum contracted hours will not be varied, amended or revoked without the consent of the Employee, with any agreed variation to the number of hours to be recorded in writing.

However an Employee may work additional hours or less hours from time to time by mutual agreement, including by verbal agreement.

- 17.2.5 A part-time Employee may agree to work in excess of their rostered ordinary hours at the ordinary rate of pay, provided that all time worked by a part-time Employee which exceeds 10 hours in a day or 76 ordinary hours in a fortnight, will be paid in accordance with clause 23 of this Agreement.
- 17.2.6 No part-time Employee shall be directed to work in excess of their rostered ordinary hours at the ordinary rate of pay.
- 17.2.7 Where the Employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the Employee stating the reasons if the request is declined. The Manager will not unreasonably decline the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
- 17.2.7.1 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, parental leave, workers compensation; and
 - 17.2.7.2 if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.
 - 17.2.7.3 Any adjusted contracted hours resulting from a review by the Employer should reflect roster cycles and shift configurations utilised at the workplace.

17.3 Casual Employment

- 17.3.1 A casual Employee is one to whom employment is offered and accepted within the scope of this agreement on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person.
- 17.3.2 The minimum period of engagement of a casual employee will be 3 hours.
- 17.3.3 A casual Employee will be paid for ordinary hours worked between Monday and Friday at an hourly rate equal to the ordinary rate of pay appropriate to the Employee's classification plus a 25% casual loading.
- 17.3.4 This casual loading is paid in lieu of paid annual leave, paid personal/carer's leave, notice of termination and payment for public holidays not worked.
- 17.3.5 A casual Employee shall not be entitled to the provisions pertaining to relieving other members of staff; notification of rosters (subject to clause 19.2); redundancy or jury service under this Agreement.
- 17.3.6 Casual Employees who work on Saturdays, Sundays and Public holidays shall, in lieu of all other shift penalties or casual loading, have the following penalties paid for such work:
- 17.3.6.1 For all ordinary hours worked on a Saturday, payment at the rate of 175% of the ordinary rate of pay

17.3.6.2 For all ordinary hours worked on a Sunday,
payment at the rate of 200% of the ordinary rate of pay

17.3.6.3 For all ordinary time worked on a Public Holiday, payment at the rate of 250%
of the ordinary rate of pay

17.3.7 The provisions of clause 16 shall otherwise apply to casual Employees performing day
work and clause 20 shall apply in respect to shift work.

17.4 Casual Conversion

17.4.1 A Casual who has been rostered on a regular and systematic basis over a period of 6
months has the right to request conversion to permanent employment:

17.4.1.1 on a full time contract where the Employee has worked on a full time basis
throughout the preceding 6-month period of casual employment; or

17.4.1.2 on a part time contract where the Employee has worked on a permanent part
time basis throughout the preceding 6-month period of casual employment.
Such contract would be on the basis of the same number of hours as
previously worked, unless other arrangements are agreed between the
Employer and the Employee.

17.4.2 The Employer may consent to or refuse the request, but shall not unreasonably withhold
agreement to such a request.

17.4.3 Casual conversions will not apply where a casual Employee covered absences of
permanent staff Employees that are expected to return to work.

17.4.4 Nothing in this clause precludes the Employer from making an offer of permanent
employment to a casual Employee in the circumstances set out at clause 17.4.1 and
subject to clause 17.4.3.

17.5 Fixed Term or Maximum Term Contract Employees

This means an Employee employed by the Employer under a fixed term contract or a maximum term
contract for a specific project/event of finite duration as determined by the Employer, and set out in
the Employee's contract. Unless otherwise prescribed, an Employee engaged on a fixed-term or
maximum term contract is entitled to the same entitlements and is subject to the same conditions as
a permanent Employee save and except for notice on termination for a fixed term contract or a
maximum term contract that has reached its contract end date, and redundancy entitlements upon
the expiry of the fixed term or maximum term contract.

18. INCREMENTAL ADVANCEMENT

18.1 Where provision exists to progress to a second or subsequent service/pay point increment
(within the classification structure as outlined in Schedule 2 of the Agreement), as applicable,
the Employee shall be required to accrue 1824 hours' service at each increment level before
receiving the next increment advancement. For the purposes of this clause 1824 (assumed to
be equivalent to 12 months of full time work) hours service will include all paid hours of
employment including paid leave, additional shift hours, recall hours and overtime.

19. ROSTER OF HOURS

- 19.1 The ordinary hours of work for each Employee shall be displayed on a roster in a place conveniently accessible to Employees. Where reasonably practicable, the roster shall be displayed at least two weeks in advance, but in any case at least one week prior to the commencing date, other than in case of short notice absence, of the first working period in the roster.
- 19.2 The Employer shall display any roster or ordinary hours of work for casual Employees where there are circumstances of advance rostering that are able to identify a casual placement prior to the roster release.
- 19.3 The Employer may change an Employee's roster at short notice for any reasonable ground including unexpected emergent situations and unforeseen fluctuations in patient dependency. Provided that any such change which results in an Employee undertaking an additional ordinary shift will be subject to mutual agreement between the Employer and the Employee.
- 19.4 Wherever practicable, an Employee's days off work shall be rostered consecutively.

20. SHIFT WORK

- 20.1 This clause applies only to Employees who are shift workers. For the purpose of this clause, a shift worker is an Employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of work of a day worker.
- 20.2 Where the ordinary rostered hours of work of an Employee finish after 6.00pm and at or before 8.00 am or commence at or after 6.00 pm and before 6.00 am, the Employee will be paid an additional loading of 15% of their ordinary rate of pay, provided that where the entire ordinary rostered shift is worked between the hours of 6.00pm and 7.30am the Employee will be paid an additional loading of 20.5% of their ordinary rate of pay in lieu of the 15% loading set out in this clause.
- 20.3 Clerical Employees, for all ordinary hours worked after 6.00 pm Monday to Friday will be paid an additional 15% loading of their ordinary rate of pay, provided that where the entire ordinary rostered shift is worked between the hours of 6.00pm and 7.30am the Employee will be paid an additional loading of 20.5% of their ordinary rate of pay in lieu of the 15% loading set out in this clause.
- 20.4 For the avoidance of doubt, a casual Employee who performs shift work will be entitled to both shift loading and casual loading components.
- 20.5 In the event that a rostered shift for a casual Employee is cancelled by the Employer with less than 12 hours' notice before the commencement of the shift, the Employee, who has accepted a shift (or shifts) will be paid as if they had worked the cancelled shift.
- 20.6 In the event that an additional rostered shift for permanent part time Employees is cancelled by the Employer without 12 hours' notice period before the commencement of the shift, the Employee shall be entitled to a minimum of three (3) hours payment.
- 20.7 The shift penalties prescribed in this clause will not apply to shift work performed by an Employee on a Saturday, Sunday or public holiday where the extra payment prescribed by clause 21 Weekend Work and clause 26 Public Holidays applies.

21. WEEKEND WORK

- 21.1 For all ordinary hours worked between midnight Friday and midnight Saturday, a full time or part time Employee will be paid at the rate of 150% of their ordinary rate of pay.
- 21.2 For all ordinary hours worked between midnight Saturday and midnight Sunday, a full time or part time Employee will be paid at the rate of 175% of their ordinary rate of pay, unless clause 21.4 applies.
- 21.3 A casual Employee who works ordinary hours on a Saturday or Sunday will be paid according to clause 17.3.5.
- 21.4 Existing Employees, employed on or prior to 25 June 2012, working in Wakefield Emergency and currently paid 100% loading for working ordinary hours on Sunday, in accordance with a specific written agreement relating to Wakefield Emergency staff, will continue to receive the 100% loading for working ordinary hours on Sunday for the duration of the Agreement.

22. MEAL BREAKS AND TEA BREAKS

22.1 Unpaid meal breaks

- 22.1.1 An Employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes.
- 22.1.2 The time of taking the meal break may be varied by agreement between the Employer and Employee.
- 22.1.3 An Employee who works not more than 6 hours may elect to forgo the meal break, with the consent of the Employer.

22.2 Paid tea breaks

- 22.2.1 Every Employee 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. For the avoidance of doubt where an Employee is engaged to work 8 hours or more, the Employee will be entitled to two (2) 10 minute tea breaks in total.
- 22.2.2 Subject to agreement between the Employer and Employee, such breaks may be taken as one 20 minute tea break.
- 22.2.3 Tea breaks will be counted as time worked.

23. OVERTIME

- 23.1 Where the Employee is required to work in excess of their ordinary hours detailed in clause 16 (Ordinary Hours) such excess hours will be overtime and paid at the rate of time and a half for the first two hours and double time of the ordinary rate of pay thereafter, except as otherwise provided in clause 23.2.
- 23.2 Additional overtime rates are as follows:
 - 23.2.1 All overtime worked on a Saturday shall be paid at time and a half of the ordinary rate of pay for the first two hours and double time of the ordinary rate of pay thereafter.

- 23.2.2 All overtime worked on a Sunday shall be paid at double time of the ordinary rate of pay.
- 23.2.3 All overtime worked on a public holiday shall be paid at double time and one half of the ordinary rate of pay.
- 23.2.4 All casual employees will be paid casual loading in addition to the overtime rates.
- 23.3 Where an Employee who has been required to work overtime ceases work at a time when usual and reasonable means of transport are not available the Employer will provide a suitable means of transport for such Employee to their place of residence.
- 23.4 An Employee is to attain approval from their relevant manager prior to overtime being worked. All overtime must be authorised by the relevant manager. Only authorised overtime will be paid.
- 23.5 When overtime work is necessary it shall, whenever reasonably practical, be so arranged that Employees have at least ten consecutive hours off duty between the work on successive days or shifts.
- 23.6 An Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least ten consecutive hours off duty will 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 this absence.
- 23.7 If, on the instructions of the Employer, the Employee resumes or continues work without having had ten hours off duty, the Employee will be paid at the rate of double time of the ordinary rate of pay until they are released from duty for such a period. The Employee is then 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.
- 23.8 Time off in lieu**
- 23.8.1 An Employee may elect, with approval from their manager, to take time off instead of payment for overtime. The offer of overtime, or request to work overtime, by the Employee's manager, cannot include a requirement to take time off in lieu of overtime. Any election by the Employee to take time off in lieu of overtime must be made separately from the acceptance of the offer or request to work overtime. The Employee's election to take time off in lieu of overtime should be recorded on their timesheet at the point that the overtime worked is recorded.
- 23.8.2 Overtime taken as time off during ordinary hours will be taken on the basis of one hour off for each hour of overtime worked.
- 23.8.3 All accrued time in lieu must be taken at a time or times agreed with the Employee's manager and within one month of accrual.
- 23.8.4 Where accrual exceeds two months, any time off in lieu not taken is to be paid out at the overtime rate applicable to the overtime when worked.

23.8.5 On termination of employment, or at the request of the Employee at any time, any time off accrued for overtime worked in accordance with this clause that has not been taken as time off shall be paid out by the Employer to the Employee at the overtime rate applicable to the overtime when worked, provided that where payment is requested by the Employee, the payment will be made in the next pay period following the request.

23.9 Rest Break during Overtime

23.9.1 An Employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if they are required to continue work after the break.

23.10 Rest Period after Overtime

23.10.1 An Employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.

23.10.2 If, on the instructions of the Employer, an Employee referred to in clause 23.10.1 does not receive 10 consecutive hours off duty, the Employee must be paid as follows:

23.10.2.1 for a full-time or part-time Employee—at a rate of 200% of the minimum hourly rate applicable to their classification and pay point until being released from duty; and

23.10.2.2 for a casual Employee- at the rate of at a rate of 250% of the minimum hourly rate applicable to their classification and pay point until being released from duty in substitution for casual loading.

24. PARENTAL LEAVE

24.1 Employees are entitled to unpaid parental leave in accordance with the provisions of the Act.

24.2 A full time or part time Employee entitled to parental leave in accordance with the NES is, in addition, eligible to access one type of the following forms of paid parental leave for any single occasion of parental leave:

24.2.1 An Employee with a minimum of 12 months service and less than 5 years' continuous service prior to the expected date of birth of the child and who will be the child's primary carer at the time of the birth of the child, is entitled to 12 weeks' paid primary carer leave. Such leave may be taken at half pay for double the period of leave.

24.2.2 An Employee with 5 or more years of continuous service prior to the expected date of birth of the child and who will be the child's primary carer at the time of the birth of the child, is entitled to 15 weeks' paid primary carer leave.

24.2.3 An Employee with at least 12 months' continuous service before the date of placement of an adopted child and who will be the child's primary carer at the time of the placement of the child, is entitled to 12 weeks' paid adoption leave commencing from the date of placement of the child.

24.2.4 Part time Employees will receive a pro rata amount of the leave prescribed in subclause b) above based on their average ordinary hours per week. "Average ordinary hours" will

be calculated on the basis of the average weekly hours worked by the Employee during the 12 months prior to the date of commencing the paid leave.

- 24.3 The paid parental leave in clause 24.2 is subject to the following:
- 24.3.1 It must be taken in a single unbroken period;
 - 24.3.2 Unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks;
 - 24.3.3 Only one person can be designated as the primary carer for the adopted child at a point in time;
 - 24.3.4 It is paid at the Employee's ordinary rate of pay; and
 - 24.3.5 It is not to be extended by public holidays, or any other leave falling within the period of leave.
- 24.4 The amount of paid parental leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.
- 24.5 An Employee must provide written notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 24.5.1 at least 10 weeks prior to the expected date of birth (included in a certificate from a registered medical practitioner stating that the Employee is pregnant);
 - 24.5.2 at least 4 weeks prior to the date on which the Employee proposes to commence parental leave and the period of leave to be taken.
- 24.6 When the Employee gives notice under clause 24.5.1 the Employee must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by the partner and that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- 24.7 An Employee will not be in breach of 24.5.1 if failure to give the stipulated notice is occasioned by birth occurring earlier than the expected date.
- 24.8 **Transfer to a Safe Job**
- 24.8.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of maternity leave.
 - 24.8.2 An appropriate safe job is a safe job that has:
 - 24.8.2.1 the same ordinary hours of work as the Employee's present position; or

24.8.2.2 a different number of ordinary hours agreed to by the Employee.

24.8.3 If the Employee is transferred to an appropriate safe job for the risk period, the Employer must pay the Employee for the safe job at the Employee's full rate of pay (for the position they were in before the transfer) for the hours that they work in the risk period.

24.8.4 Without limiting clause 24.8.1 the Employer may require the evidence to be a medical certificate.

24.8.5 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, and the Employee is entitled to unpaid parental leave, the Employee is entitled to take paid no safe job leave for the risk period.

24.8.6 If the Employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

24.8.7 Nothing in this clause precludes the Employee from accessing other paid leave.

24.9 Right to request

24.9.1 An Employee entitled to parental leave may request the Employer to allow the Employee:

24.9.1.1 to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

24.9.1.2 to return from a period of parental leave on a part-time basis while the child is of school age or younger;

to assist the Employee in reconciling work and parental responsibilities.

24.9.2 The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on service delivery.

24.9.3 The Employee's request and the Employer's decision made under clause 24.9.1 and clause 24.9.2 must be in writing.

24.9.4 Request to return to work part-time

24.9.4.1 Where an Employee wishes to make a request under 24.9.1, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

24.9.4.2 The operation of a request for return to work part time will be in accordance with IFA provisions.

24.10 Keeping in touch days

24.10.1 Any keeping in touch day(s) shall be paid at an Employee's full rate of pay.

24.10.2 This clause does not prevent an Employee from performing work for the Employer on a keeping in touch day while they are taking unpaid parental leave. If the Employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.

24.10.3 A day on which the Employee performs work for the Employer during the period of leave is a keeping in touch day if:

24.10.3.1 the purpose of performing the work is to enable the Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave; and

24.10.3.2 both the Employee and Employer consent to the Employee performing work for the Employer on that day; and

24.10.3.3 the day is not within:

- (1) if the Employee suggested or requested that they perform work for the Employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
- (2) otherwise — 42 days after the date of birth, or day of placement, of the child; and
- (3) the Employee has not already performed work for the Employer on 10 days during the period of leave that were keeping in touch days. The duration of the work the Employee performs on that day is not relevant for the purposes of this clause.

24.10.4 The Employee's decision whether to give the consent mentioned in clause 24.10.3.2 is taken, for the purposes of section 344 of the Act (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.

24.10.5 If an Employee has another employer other than Calvary, then keeping in touch days for each employer will be treated as two (2) separate periods of unpaid parental leave:

24.10.5.1 a period of unpaid parental leave taken during the Employee's available parental leave period; and

24.10.5.2 a period of unpaid parental leave taken as an extension of the leave referred to in clause;

24.10.5.3 for a further period immediately following the end of the available parental leave period.

24.10.6 Unpaid parental leave is not extended by paid leave or keeping in touch days.

24.10.7 If, during a period of unpaid parental leave, an Employee:

24.10.7.1 takes paid leave; or

24.10.7.2 performs work for the Employer on a keeping in touch day;

taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

25. ANNUAL LEAVE

25.1 For each year of service with the Employer, an Employee, other than a casual Employee, is entitled to 4 weeks of paid annual leave. An Employee's entitlement to paid annual leave accrues progressively during a year of service in accordance with the Employee's ordinary hours of work, and accumulates from year to year.

25.2 For the purposes of this clause and the NES, a shift worker (as defined herein) is entitled to an additional week of annual leave. A shift worker for the purpose of this clause is defined as an Employee who:

25.2.1 Is regularly rostered to work Sundays and public holidays; or

25.2.2 who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.

25.3 Subject to clause 25.11 – Excess Leave, paid annual leave may be taken for a period agreed between an Employee and the Employer, and may include approval for taking a single day of annual leave.

25.4 The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

25.5 If the period during which an Employee takes paid annual 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 annual leave on that public holiday.

25.6 If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of absence from employment in regard to community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

25.7 If, in accordance with this clause, an Employee takes a period of paid annual leave, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period (defined for the purposes of this clause as 'ordinary pay'). The Employer will also pay amounts prescribed at clause 25.13 -- Leave Loading.

25.8 If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave, in addition to the payment of annual leave loading as provided in clause 25.13.

25.9 The Employer may authorise annual leave to be taken by an Employee before the entitlement has accrued. Where such leave is taken, a further period of annual leave will not be able to be

taken before a positive annual leave balance has accrued or the Employer otherwise authorises.

25.10 Where annual leave has been taken in advance and the employment of the Employee is terminated before completing the required service to account for the leave, the Employer is entitled to deduct the amount of leave in advance which is still owing from any remuneration payable to the Employee upon termination.

25.11 **Excess leave**

25.11.1 Notwithstanding the provisions of clause 25.3 above, the Employer may direct an Employee to take a period of annual leave in accordance with this subclause. Where an Employee has accrued more than 8 weeks paid annual leave (10 weeks in the case of shift workers as defined in this clause), such Employee has accrued excess annual leave ("**Excess Leave**"). In the circumstances of Excess Leave, annual leave shall be given at a time fixed by the Employer after not less than eight weeks' and not more than 12 months' notice to the Employee, provided:

25.11.1.1 The Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than 6 weeks within a period of six months (leave reduction plan);

25.11.1.2 The Employer will not unreasonably refuse to agree to an Employee's leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee;

25.11.1.3 The Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than 6 weeks; and

25.11.1.4 The direction is not inconsistent with any leave arrangement agreed by the Employer and Employee.

25.12 **Cashing out Paid Annual Leave**

Upon receipt of a written request by an Employee, the Employer may authorise in a separate written agreement with the Employee, for the Employee to receive payment in lieu of an amount of annual leave.

25.12.1 Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

25.12.2 Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

25.12.3 Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

25.12.4 Each occasion of cashing out will be authorised in a separate written agreement between the Employer and the Employee.

25.13 Annual Leave Loading

25.13.1 In addition to their ordinary pay, an Employee, other than a shift worker will be paid an annual leave loading of 17.5% of their ordinary rate of pay for the ordinary hours of work in the period (Leave Loading).

25.13.2 A shift worker, in addition to their ordinary pay, will be paid the higher of:

25.13.2.1 Leave Loading; or

25.13.2.2 The weekend and shift penalties which the shift worker would have received had they not been on leave during the relevant period.

25.13.3 Leave loading is payable on four weeks base annual leave and one week of additional leave where eligible.

25.14 Purchased Leave

25.14.1 Purchased leave is where Employees have planned absences of one, two, three or four weeks of leave which is funded by salary deductions spread evenly over the year in which it is purchased. This allows Employees to continue to receive pay during such leave.

25.14.2 Employees may apply for up to four weeks purchased leave in each calendar year. Purchased leave can only be taken in whole week blocks.

25.14.3 Purchased leave must be utilised within the twelve months in which it is purchased.

25.14.4 Purchased leave counts as service for all purposes.

25.14.5 Applications for purchased leave must be made by a date nominated by the Employer.

25.14.6 The approval of purchased leave will be based on the operational requirements of the Employer, having regard to the Employee's personal and family responsibilities.

25.14.7 Once a period of purchased leave has been approved, it may only be revoked by the Employer in exceptional circumstances. In the event of revocation, any accumulated leave may be paid out to the Employee, or the leave deferred to a date mutually agreed by Employer and Employee.

24.14.8 If an Employee's employment with the Employer ends during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.

26. PUBLIC HOLIDAYS

26.1 Employees (other than casual Employees) are entitled to the following public holidays without loss of pay:

- 26.1.1 New Year's Day
- 26.1.2 Australia Day
- 26.1.3 Good Friday
- 26.1.4 the day after Good Friday (Easter Saturday)
- 26.1.5 Easter Monday
- 26.1.6 ANZAC Day
- 26.1.7 Adelaide Cup Day
- 26.1.8 Queen's Birthday
- 26.1.9 Labour Day
- 26.1.10 Christmas Day
- 26.1.11 Proclamation Day

and any other day or part-day which by proclamation or Act of Parliament is declared a public holiday or any other day or part-day which is substituted for any such day or part-day. The part of the day from 7pm to 12 o'clock midnight on 24 December, and 31 December, is considered a 'part day' public holiday.

26.2 Employee not required to Work

When a public holiday falls upon a day when the Employee (excluding shift workers) would normally work and the Employee is not required to work on such day, the Employee must be paid at the ordinary rate of pay for such public holidays as if the Employee had actually worked the normal number of hours on that day. This provision does not apply to a casual Employees.

26.3 Seven Day Shift Workers

For the purposes of this clause, a '7 day shift worker' is an Employee who is regularly rostered over seven days of the week.

If a public holiday falls between Monday and Friday inclusive:

- 26.3.1 A full-time 7 day shift worker who does not work on any public holiday because it is the Employee's rostered day off, is entitled to receive an extra 7 hours 36 minutes pay in respect of such day; and
- 26.3.2 A part-time 7 day shift worker who does not work on any such public holiday because it is the Employee's rostered day off, must receive an extra day's pay (calculated on their ordinary rate of pay) in respect of such day, but such payment will not exceed 7 hours and 36 minutes pay.

26.4 Christmas day falling on a Saturday or Sunday

26.4.1 Applicability

Despite any other provisions in this Agreement when Christmas Day falls on a Saturday or Sunday and the declared Christmas Day public holiday is a day other than the actual day (that is, the Christmas Day public holiday has been substituted for another day), the following arrangements will apply but only for full time and part time Employees who do not work a standard Monday to Friday week. Employees employed to work the standard week of Monday to Friday, will be paid in accordance with clause 26.2.

26.4.1.1 Actual day means a Saturday or Sunday that is a Christmas Day but the declared public holiday for the Christmas Day has been gazetted for another day.

26.4.1.2 Substitute day means the day that is gazetted a public holiday in lieu of the public holiday for Christmas Day falling on a Saturday or Sunday.

26.4.2 Full-time Employees

26.4.2.1 An Employee rostered and not required to work on the actual day will be paid for that day at ordinary rates but will not be entitled to the substitute day.

26.4.2.2 An Employee rostered and required to work on the actual day will be entitled to:

- (1) in addition to the normal Saturday or Sunday payment (as appropriate), a Christmas Day loading of one half of an ordinary day's pay, and (250% in lieu of any other penalties);
- (2) the substitute day as a holiday. However, where the substitute day falls on a non-working day, the Employee is entitled to either an additional day's pay or an additional day's leave with pay.

26.4.2.3 An Employee rostered and required to work both on the actual day and also on the substitute day will be entitled to:

- (1) for the actual day, the payment described in clause 26.4.2.1; and,
- (2) for the substitute day, either public holiday rates or be granted an additional day's leave in lieu of the public holiday rates.

26.4.3 Part-time Employees

26.4.3.1 An Employee rostered and not required to work on the actual day will be paid for that day at their ordinary rate of pay but will not be entitled to the substitute day.

26.4.3.2 An Employee rostered and required to work on the actual day will be entitled to:

- (1) the payment described in clause 26.4.2.2(1); and
- (2) another day, which may or may not be the substitute day, as a holiday, or payment at their ordinary rate of pay for an additional day of equal length.

26.4.3.3 If the benefits of 26.4.3.1 or 26.4.3.2 apply, an Employee who works on the substitute day, will be paid at their ordinary rate of pay for such day.

26.5 Employee required to work on public holiday (other than Christmas Day)

Except in circumstances where clause 26.4 applies, a full time or part time Employee required to work on a public holiday will be paid 250% of the minimum hourly rate applicable to their classification and pay point for all time worked (including overtime).

27. PERSONAL/CARER'S LEAVE

27.1 This clause describes an Employee's (other than a casual Employee's – except as provided at clause 27.8 herein) entitlement to personal leave; that is, sick leave and carer's leave.

27.2 Amount of Paid Personal/Carer's Leave

27.2.1 Paid personal/carers leave will be available to an Employee, when they are absent:

27.2.1.1 due to personal illness or injury; or

27.2.1.2 for the purposes of providing care or support for an immediate family or household member who is ill or injured or who requires the Employee's care or support due to an unexpected emergency.

27.2.2 For each year of service with the Employer an Employee is entitled to 10 days of paid personal/ carer's leave. Paid personal/carers leave is paid at the Employee's ordinary rate of pay.

27.3 Accrual and accumulation of Personal Leave

27.3.1 An Employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

27.4 Personal Leave for Personal Injury or Sickness

27.4.1 An Employee is entitled to use the full amount of their personal/carers leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

27.5 Personal Leave to Provide Care or Support to an Immediate Family or Household Member

27.5.1 An Employee is entitled to use accrued personal/carers leave each year to provide care or support for members of their immediate family or household who are ill or injured and require care or support, or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause.

27.6 Employee Must Give Notice

27.6.1 Application for personal/carers leave shall be in writing.

27.6.2 If personal/carers leave is applied for with pay, the application shall, where the absence exceeds one day or the Employee has previously been absent for an aggregate of three

single days without production of a certificate from a registered health practitioner (or other acceptable evidence) during the current year of service, be accompanied by a certificate from a registered health practitioner or other evidence satisfactory to the Employer.

27.6.3 Should an Employee be absent from work on account of illness or accident it shall be necessary for such Employee, where reasonable, to notify their immediate manager that such absence is due to illness or accident before the ordinary commencing time of work. Where this is not reasonable, the Employee must give notice to their immediate manager as soon as is reasonably practicable.

27.6.4 If whilst working on any shift an Employee is aware that they are to be absent from work on account of illness or injury, they shall notify their immediate manager of such impending absence prior to leaving duty.

27.6.5 When taking leave to provide care or support for members of their immediate family or household, the Employee shall, wherever practicable, provide the following to their immediate manager prior to the absence of the intention to take leave:

27.6.5.1 their relationship to the person requiring care or support;

27.6.5.2 the reason for taking such leave; and

27.6.5.3 the estimated length of absence.

27.6.6 If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

27.7 Evidence Supporting Claim

27.7.1 Medical certificates from a registered health practitioner provided by the Employee in accordance with clause 27.6 to cover any periods of absence shall stipulate the anticipated length of absence and the reasons for taking such leave.

27.7.2 When taking leave to care or provide support for members of their immediate family or household the Employee shall, establish by production of a medical certificate or statutory declaration, the reasons for taking such leave.

27.7.3 When taking leave to provide care or support for members of their immediate family or household due to an unexpected emergency, the Employee must establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

27.8 Unpaid personal leave (including casual Employees)

27.8.1 An Employee, including a casual Employee, who has exhausted all paid personal/carer's leave entitlements, is entitled to take unpaid carer's leave to provide care or support for members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency.

27.8.2 The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days per occasion, provided the requirements of clause 27.6 and clause 27.7 are met.

28. COMPASSIONATE LEAVE

28.1 An Employee is entitled to 2 days of compassionate leave for each permissible occasion when:

28.1.1 A member of the Employee's immediate family, or a member of the Employee's household:

28.1.1.1 contracts or develops a personal illness that poses a serious threat to their life; or

28.1.1.2 sustains a personal injury that poses a serious threat to their; or

28.1.1.3 dies.

28.1.2 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.

28.2 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

28.2.1 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 clause 28.1; or

28.2.2 after the death of the member of the Employee's immediate family or household, or the stillbirth of a child, referred to in clause 28.1.

28.3 An Employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the Employee and the Employer agree.

28.4 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.

28.5 If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.

28.6 The Employee, if required by the Employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

28.7 An Employee may take unpaid compassionate leave by agreement with the Employer.

29. LONG SERVICE LEAVE

29.1 The *Long Service Leave Act 1987* (SA) shall apply to Employees covered by this Agreement.

30. COMMUNITY SERVICE LEAVE

30.1 Jury Service Leave

30.1.1 An Employee, other than a casual Employee, who is required to attend for jury service during their normal ordinary working hours, shall be reimbursed an amount equal to the difference between the amount paid in respect of their attendance (excluding travelling expenses) for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service. The period of payments of jury service shall be limited to the period prescribed under relevant Legislation.

30.1.2 An Employee shall notify their Employer as soon as possible of the date upon which they are required to attend for jury service. Further, the Employee shall provide the Employer with proof of their attendance, the duration of such attendance and the amount of payment received in respect of such jury service.

30.2 Leave to Attend Military Reservist Duty and State Emergency Service/Country Fire Service Duty

30.2.1 An Employee who is a member of the Defence Force Reserves may take any unpaid time required by the Government for training each year without affecting any leave entitlement of the Agreement.

30.2.2 In addition to the unpaid community services leave set out in the NES, an Employee (other than a casual Employee) who is required to take leave for duty with State Emergency Services, Country Fire Service, and other approved disaster assistance in the region, shall be granted up to three (3) days paid leave per year without affecting any other leave entitlements of this Agreement.

30.2.3 Additional paid leave may be approved by the General Manager (or delegate) in exceptional circumstances.

30.3 Ceremonial Leave

30.3.1 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 is entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

31. FAMILY AND DOMESTIC VIOLENCE LEAVE

31.1 This clause applies to all Employees, including casual Employees.

31.2 Definitions

31.2.1 In this clause:

31.2.1.1 Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

31.2.1.2 Family member means:

- (1) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (3) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

31.2.2 A reference to a spouse or de facto partner in the definition of family member in clause 31.2.1.2 includes a former spouse or de facto partner.

31.3 Entitlement to Leave

31.3.1 An Employee is entitled to 10 days' leave to deal with family and domestic violence, as follows:

31.3.1.1 The entitlement to leave is paid for full time and part time Employees and unpaid for casual Employees;

31.3.1.2 The leave is available in full at the start of each 12 month period of the Employee's employment; and

31.3.1.3 The leave does not accumulate from year to year.

31.3.2 A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer;

31.3.3 The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.

31.4 Taking leave to deal with family and domestic violence

31.4.1 An Employee may take leave to deal with family and domestic violence if the Employee:

31.4.1.1 Is experiencing family and domestic violence; and

31.4.1.2 Needs to do something to deal with the impact of the family and domestic violence, and it is impractical for the Employee to do so outside their ordinary hours of work.

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

31.5 Service and continuity

31.5.1 The time an Employee is on leave to deal with family and domestic violence, which is:

31.5.1.1 Paid leave – does count as service for all purposes;

31.5.1.2 Unpaid leave – does not count as service but does not break the Employee's continuity of service

31.6 Notice and Evidence requirements

31.6.1 Notice

An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

31.6.1.1 Must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

31.6.1.2 Must advise the Employer of the period, or expected period, of the leave.

31.6.2 Evidence

31.6.2.1 An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 31.4.1.

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

31.6.3 Confidentiality

31.6.3.1 The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 31.6.2, is treated confidentially, as far as it is reasonably practicable to do so.

31.6.3.2 Nothing in clause 31.6.3.1 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer may consult with the Employee regarding the handling of this information.

31.6.4 Compliance

An Employee is not entitled to take leave under clause 30 unless the Employee complies with the requirements as outlined in this clause.

32. TERMINATION OF EMPLOYMENT

32.1 Notice of Termination by the Employer

32.1.1 In order to terminate the employment of the Employee, where employed on a full-time or part-time basis, the Employer shall give to the Employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

32.1.2 In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than one year's continuous service, they will be entitled to an additional week's notice.

32.1.3 Payment in lieu of the notice prescribed in clause 32.1.1 and 32.1.2 will be made if the appropriate notice period is not given or not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

32.1.4 The required amount of payment in lieu of notice must equal the amount that the Employer would have been liable to pay the Employee at the full rate of pay (as defined by the Act) for the hours the Employee would have worked had the employment continued until the end of the minimum notice period.

32.1.5 The period of notice in this Clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual Employees or Employees engaged for a specific period of time or for a specific task or tasks.

32.2 Notice of Termination by the Employee

32.2.1 The notice of termination required to be given by the Employee shall be in accordance with the below table:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year	2 weeks

32.2.2 The period of notice in this clause does not apply in the case of:

32.2.2.1 dismissal for conduct that justifies instant dismissal;

32.2.2.2 casual Employees;

32.2.2.3 Employees engaged for a specific period of time; or

32.2.2.4 Employees engaged for a specific task or tasks.

32.3 Job Search Entitlement

32.3.1 Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

32.3.2 The time off under clause 32.3.1 is to be taken at times that are convenient to the employee after consultation with the employer.

33. REDUNDANCY

33.1 Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer, the Employer shall consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.

33.2 Transfer to Lower Paid Duties

33.2.1 Where an Employee is transferred to lower paid duties by reason of their position being made redundant the Employee shall be entitled to the same period of notice of transfer as they would be entitled to if their employment had been terminated.

33.2.2 The Employer may at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rate of pay for the number of weeks' notice still owing.

33.3 Severance Pay

33.3.1 In addition to the period of notice prescribed for termination, an Employee whose employment is terminated by reason of redundancy shall be paid the following amount of severance pay in respect of a period of continuous service.

Period of Continuous Service	Severance Pay
less than one year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

33.4 Definitions

33.4.1 "Week's pay" means the ordinary rate of pay for the Employee concerned for their ordinary hours of work.

33.5 Employee Leaving During Notice Period

33.5.1 An Employee whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

33.6 Variation of Redundancy Pay for other Employment or Incapacity to Pay

33.6.1 This sub-clause applies if:

33.6.1.1 an Employee is entitled to be paid an amount of redundancy pay by the Employer because the Employee's employment is terminated by reason of redundancy; and

33.6.1.2 the Employer:

- (1) obtains other acceptable employment for the Employee, or
- (2) cannot pay the amount.

33.6.2 On application by the Employer, the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate. The amount of redundancy pay to which the Employee is entitled in clause 33.3 is the reduced amount specified in the FWC determination.

33.7 Exclusions from Obligation to Pay Redundancy Pay

33.7.1 Clause 31.3.1 does not apply to the termination of an Employee's employment if, immediately before the time of the termination, or at the time when the Employee was given notice of the termination as described in clause 32, the Employee's period of continuous service with the Employer is less than 12 months, or clause 33.8 applies.

33.8 Transfer of Employment Situations that affect the Obligation to Pay Redundancy Pay

33.8.1 If sub-section 22(5) of the Act does apply (which deals with the recognition of and continuity of an Employee's service) to a transfer of employment in relation to an Employee, an Employee is not entitled to redundancy pay under clause 33.3 in relation to the termination of their employment.

33.8.2 An Employee is not entitled to redundancy pay under clause 33.3 in relation to the termination of their employment with the Company if:

33.8.2.1 the Employee rejects an offer of employment made by another Employer (the second Employer) that:

- (1) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than the Employee's terms and conditions of employment with the Employer immediately before the termination; and
- (2) recognises the Employee's service with Employer, for the purpose of the Act; and
- (3) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee as defined by the Act.

33.8.3 If, upon an application by the Employee to the FWC, the FWC is satisfied that clause 33.8.2 operates unfairly to the Employee, it may order the Employer to pay the Employee a specified amount of redundancy pay (not exceeding the amount that would be payable but for Clause 33.8.2 that the FWC considers appropriate. In those circumstances, the Employer shall pay the Employee that amount of redundancy pay.

33.9 Time off during Period of Notice

33.9.1 During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

33.9.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, provide proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

33.9.3 This clause does not apply to Employees with less than one year's continuous service.

33.9.4 This clause shall not apply in the following circumstances:

33.9.4.1 an Employee employed for a specified period of time, for a specified task, or for the duration of a specified season;

33.9.4.2 an Employee whose employment is terminated because of serious misconduct;

33.9.4.3 a casual Employee;

33.9.4.4 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; or

33.9.4.5 an Employee prescribed by the regulations of the Act as an Employee to whom the NES provisions for redundancy pay do not apply.

34. UNIFORMS

34.1 Where the Employee is required to wear a uniform, they shall be supplied a uniform by the Employer.

34.2 Employees who are required to wear, and are provided with a uniform, shall be paid a laundry allowance in accordance with Table 2 of Schedule 2, where the uniform is not laundered by, or at the expense of the Employer.

35. ALLOWANCES

35.1 Overtime Meal Allowance

35.1.1 An Employee who is required to work overtime for more than two hours shall be supplied with a meal.

35.1.2 Where a meal is not supplied, an allowance will be paid in accordance with Table 2 of Schedule 2.

35.2 Motor Vehicle Allowance

35.2.1 When an Employee agrees with the Employer to use their own motor vehicle in the performance of their duties, they shall be reimbursed at the rate prescribed by the Award.

35.2.2 An Employee who is required to travel away from their normal place of work on the duty of the Employer will be paid their fares and all expenses connected with the travel.

35.2.3 Where the Employer transfers an Employee from the Employee's usual place of work to another place, after the Employee has commenced working the Employer shall pay to the Employee the fares to and from the transferred location, except where the Employer transports the Employee.

35.3 Higher Duties Allowance

35.3.1 An Employee engaged in any duties that are paid at a higher ordinary rate of pay than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher ordinary rate of pay for:

35.3.1.1 the time worked if it is for two hours or less; or

35.3.1.2 a full day or shift where the time worked exceeds two hours.

35.4 Disturbance Allowance (Applies to all staff)

35.4.1 An Employee who is not on-call and who is contacted outside of their rostered hours of work, for any reason other than checking their availability to work additional hours, shall be paid a disturbance allowance, in accordance with Table 2 Schedule 2.

35.4.2 Payment of the allowance will apply each time an Employee is contacted, and is in addition to any overtime payment the Employee shall receive pursuant to the overtime provisions if the Employee is recalled to duty.

35.5 On Call and Recall Arrangements

35.5.1 Maintenance Employees On Call

35.5.1.1 This clause shall only apply where a Maintenance Employee is required by the Employer to be on call to respond to out of hours maintenance issues, including the requirement to attend the Employee's place of work.

35.5.1.2 An Employee who is rostered to be on call shall receive the allowance in accordance with the Allowance Table in Schedule 2, for each period the Employee is on call from Monday 6:00pm to the following Monday morning.

35.5.1.3 During this time, the Employer will provide a mobile phone or other means to enable the Employee to be on call and contactable. In circumstances where the Employee will not be contactable during the rostered on-call period, the Employee should notify their manager, wherever possible in advance.

35.5.1.4 The on-call allowance compensates the Employee for the requirement to take reasonable phone calls during the on-call period, provided there is no requirement for the Employee to attend work. The amount referred to in clause 35.5.1.2 shall apply in addition to any overtime payment the Employee shall receive pursuant to the overtime provisions if the Employee is recalled to duty.

35.5.1.5 Where an Employee on call is required to address more than one issue in a 24 hour period the Employee can request additional compensation for the time spent. Compensation will be an additional allowance payment and/or time off in lieu of payment as agreed with the Employee's manager.

35.5.1.6 No Employee shall be required to remain on-call while on leave, or while on accrued days off, unless by agreement between the Employee and the Employer.

35.5.2 CSSD Employees On-Call

35.5.2.1 All CSSD Employees rostered to be on-call while at their private residence, or any other mutually agreed place:

- (1) between rostered shifts of ordinary hours on a Monday to Friday inclusive, shall receive an additional amount for the 24 hour period or part thereof as defined in Schedule 2 Table 2; or
- (2) on a Saturday, Sunday, public holiday or any other day the Employee is not rostered to work shall receive an additional amount per 24 hour period or part thereof as defined in Schedule 2 Table 2.

35.5.2.2 CSSD Employees rostered to be on-call and recalled to duty will, in addition to the rates prescribed at clause 35.5.2.1, be entitled to receive normal

overtime payment provisions in accordance with the provisions of clause 23, for recall work performed.

35.5.2.3 CSSD Employees rostered to be on-call for a period spanning two days over which two different on-call allowances apply, shall receive payment that is equal to the allowance payable for the day attracting the higher allowance.

35.5.3 Recall to Duty

35.5.3.1 An Employee who is recalled by the Employer to work for any purpose shall be paid a minimum of three hours at the appropriate overtime rate of pay, provided that the Employee shall not be required to work for three hours if the work for which the Employee was recalled to perform is completed in less time.

35.5.3.2 Where an Employee is recalled to duty in accordance with clause 25.5.3.1, the payment of the appropriate overtime rate shall:

- (1) in the case of an Employee who is on call, commence from the time the Employee starts work; or
- (2) in the case of an Employee who is not on call, include time spent travelling to and from the place of duty where the Employee is recalled to perform emergency duty, within the overtime payment for actual duty performed.

35.5.3.3 If an Employee on call is able to resolve an issue by use of digital or electronic apparatus without having to return to work, this will not constitute a recall to duty. Where an issue is able to be resolved by digital, electronic or other means without the necessity to return to work the three hour minimum in clause 35.5.3.1 above will not apply. Instead, the Employee will receive overtime for the time spent resolving the issue, paid in 15 minute increments.

35.6 Team Leader Allowance

35.6.1 This allowance as set in Schedule 2 Table 2, is payable where an Employee is required to undertake supervisory duties/responsibilities on any shift or part thereof greater than one hour in duration.

35.6.2 This allowance is not payable where:

35.6.2.1 the Employee's substantive classification denotes supervisory responsibilities;

35.6.2.2 the Employee is undertaking the full responsibilities of a higher classification and therefore the higher duties provisions of this Agreement would apply.

36. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

36.1 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:

- 36.1.1 the agreement deals with 1 or more of the following matters:
 - 36.1.1.1 arrangements about when work is performed;
 - 36.1.1.2 overtime rates;
 - 36.1.1.3 penalty rates;
 - 36.1.1.4 allowances;
 - 36.1.1.5 leave loading; and
- 36.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in clause 36.1.1; and
- 36.1.3 the arrangement is genuinely agreed to by the Employer and Employee.
- 36.2 The Employee must make the application in writing and the Employer must respond in writing within 28 days of receipt. The time to respond can be increased by agreement if circumstances prevent full consideration within the 28 day timeframe.
- 36.3 The Employer must ensure that the terms of the individual flexibility arrangement:
 - 36.3.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 36.3.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 36.3.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 36.4 The Employer must ensure that the individual flexibility arrangement:
 - 36.4.1 is in writing; and
 - 36.4.2 includes the name of the Employer and Employee; and
 - 36.4.3 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
 - 36.4.4 includes details of:
 - 36.4.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and
 - 36.4.4.2 how the arrangement will vary the effect of the terms; and
 - 36.4.4.3 how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 36.4.5 states the day on which the arrangement commences.

- 36.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 36.6 The Employer or Employee may terminate the individual flexibility arrangement:
- 36.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or
- 36.6.2 if the Employer and Employee agree in writing – at any time.

37. RECLASSIFICATION OF POSITION

37.1 Classification and Reclassification

- 37.1.1 All Employees will be paid the applicable rate of pay for their grade and classification as set out in Schedule 1 (Classification Definitions) and Schedule 2 (Wage Rates).
- 37.1.2 The grades and classifications of all Employees (including a reclassification request) will be determined in accordance with the classification definitions in Schedule 1 which describe matters including the work performed, eligibility, levels of responsibility, skill and experience for the classifications under this Agreement.
- 37.1.3 Employers will, in the Employee's letter of offer, be advised in writing of their classification under this Agreement.
- 37.1.4 Where the Employee's classification changes, the Employer will confirm the change in writing as soon as possible, including through provision of an amended contract of employment or variation of contract where applicable.
- 37.1.4.1 If the work undertaken by an Employee changes, such that the majority of the work performed is work that is normally associated with a higher classification under the Agreement and has been performed on a regular basis for a period not less than 6 months, the Employee may apply to have their position reclassified to the higher classification.
- 37.1.4.2 This does not apply where the Employee is performing in a higher classification for backfill arrangements, as this is covered by the Higher Duties provisions contained within this Agreement.
- 37.1.4.3 Simply performing more work at the same classification or different work at the same classification does not qualify for reclassification.
- 37.1.4.4 The Employee shall request for the Employer to consider a reclassification of their position, in writing. The Employee's Manager may also make the reclassification request.
- 37.1.4.5 The Employer will respond to the request in writing within one month after receiving the written request, indicating whether the application is approved or declined and if declined, include brief reasons having regard to the current and proposed position.
- 37.1.4.6 In making its decision, the Employer will consider whether the changes:

- (1) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
- (2) are permanent or temporary.

37.1.4.7 The date of effect of any reclassification will be from the first full pay period on or after the Employer formally advises the Employee that their application for reclassification has been approved.

38. DISCUSSIONS PRIOR TO DECISION TO TERMINATE EMPLOYMENT

38.1 Prior to determining whether to terminate the employment of an Employee on grounds other than would justify summary dismissal, the Employer shall:

38.1.1 inform the Employee that the termination of their employment is being considered; and

38.1.2 advise the Employee of the reasons for possible termination; and

38.1.3 provide the Employee with an opportunity to respond to any allegations regarding their conduct or performance and to show cause why their employment should not be terminated.

38.2 An Employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. An Employee may nominate to be represented by a person of their choice.

38.3 Any request by the Employee to meet and discuss the matter shall not be unreasonably refused by the Employer.

I am authorised to sign this Agreement on behalf of CALVARY HEALTH CARE ADELAIDE

SIGNATURE

NAME

TITLE

Address:

Date:

I am authorised to sign this Agreement as an Employee Bargaining Representative on behalf of the Health Services Union of Australia (SA Branch)

SIGNATURE

NAME

TITLE

Address:

Date:

I am authorised to sign this Agreement as an Employee Bargaining Representative on behalf of the United Workers Union

SIGNATURE

NAME

TITLE

Address:

Date:

SCHEDULE 1

EMPLOYMENT CLASSIFICATIONS

GENERAL NOTES

The classification criteria provides Guidelines to determine the appropriate classification level of persons employed pursuant to this Agreement. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills.

The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level Employees may be expected to undertake duties of any level lower than their own.

Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated. The key issues to be looked at in properly classifying an Employee is the level of competency and skill that the Employee is required to exercise in the work they perform, not the duties they perform per se.

It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an Employee this needs to be done by reference to the specific characteristics of the level.

Characteristics listed in the structure are not set out in any priority order.

CLERICAL

Level 1

This level applies to entry level roles for Employees who will receive on-the-job training in all aspects of the role. Employees may have limited relevant administrative experience and will work under direct supervision.

Key Characteristics

Routine administrative tasks which require understanding and application of basic policies, procedures and workflows as they apply to each task.

Typical duties and skills

- Answering and directing telephone calls and emails;
- Greeting and relaying information to Employees, patients and visitors;
- Data entry and filing;
- Preparation of case notes;
- Undertaking basic admission and discharge processes;
- Routine operation of office equipment;
- Receipt and distribution of mail and other deliveries;
- Basic understanding of medical and/or finance terminology;
- Basic knowledge of computer software and systems.

Indicative roles at this level are:

- Switch Board Operator;
- Assistant Patient Services Officer;
- Ward Clerk;
- Medical Records Clerk;
- Accounts Payable Clerk;
- Accounts Receivable Clerk.

Level 2

Employees at this level must have relevant tertiary qualifications (eg Certificate 3), or equivalent industry level experience as assessed by Calvary.

Key Characteristics

This level applies to roles that require limited supervision.

Employees are responsible and accountable for their own work and are capable of prioritising their work within established routines, methods and procedures.

Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of these Employees may be subject to checking by a more experienced colleague. Employees at this level may be required to check the work and/or provide guidance to colleagues at Level 1 and/or provide assistance to less experienced Employees at the same level.

Typical Duties/Skills

- Reception or Switchboard operation for the majority of a shift, directing telephone calls and responding to general enquiries;
- General customer service duties such as relaying internal information and greeting visitors;
- Data entry and filing;
- Preparation of case notes;
- Undertaking admission and discharge processes;
- Sound understanding of medical terminology;
- Undertaking simple Health Fund Validations;
- Understanding and application of privacy and confidentiality principles;
- Banking, receipting of monies, EFTPOS, cash handling.

Indicative Roles performed at this level include:

- Switch Board Operator;
- Patient Services Officer;
- Medical Records Officer;
- Ward Clerk;
- Accounts Payable Officer;
- Accounts Receivable Officer;

Level 3

An Employee who is appointed at this level will have relevant tertiary qualifications (eg: Certificate IV), or equivalent industry level experience as assessed by Calvary.

Key Characteristics

Employees at this level work autonomously, and will have in depth knowledge and a broad range of skills in their area/s of responsibility. Initiative, discretion and judgement are required in carrying out assigned duties.

Employees are required to train, assist and guide colleagues in lower levels.

Typical Duties/Skills

- Undertaking admission and discharge processes, including financial responsibility;
- Patient billing/collection of fees;
- Strong knowledge and experience in a variety of software applications;
- Demonstrated experience in the application of internal policies and procedures;
- Strong understanding of health fund requirements;
- Well-developed understanding of medical terminology;
- Undertaking complex Health Fund Validations;
- Understanding and application of privacy and confidentiality principles;
- Apply invoicing procedures and contract rules of payers;
- Banking, receipting of monies, EFTPOS, cash handling;
- Raising and coordinating purchase orders;
- Coordinating the process for receipt of goods;
- Provision of ad hoc reporting.

Indicative roles performed at this level include:

- Senior Patient Services Officer;
- Senior Ward Clerk;
- Senior Accounts Payable Officer;
- Senior Accounts Receivable Officer;
- Supply Administrative Officer.

Level 4

An Employee who is appointed at this level will have relevant tertiary qualifications (eg: Diploma), or equivalent industry level experience as assessed by Calvary.

Key Characteristics

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Employees at this level may have responsibility for overseeing the day-to-day operations of the area, and for training and supervision of Employees in Levels 1-3 levels, in terms of coordinating work flow, checking progress and resolving problems.

Employees at this level regularly exercise initiative, discretion and judgement in the performance of their duties.

Typical Duties/Skills

- Responsible for ensuring administrative functions of assigned area are undertaken efficiently and effectively;
- Resolution of issues as they arise;
- Strong understanding of health fund requirements;
- Strong understanding of medical terminology;
- Undertaking complex Health Fund Validations;
- Understanding and application of privacy and confidentiality principles.

Indicative roles at this level are:

- Health Fund Validator;
- Theatre Bookings Officer;
- Theatre Secretary;
- Prosthetic Biller;
- Team Leader;
- Patient Services.

Level 5

An Employee who is appointed at this level will have relevant tertiary qualifications (eg: Diploma), or equivalent industry level experience as assessed by Calvary.

Key Characteristics

Employees at this level work autonomously and with broad guidance or direction. They will have achieved a standard of relevant and/or specialist knowledge and experience to enable them to independently advise on a range of activities within the relevant field/s of their expertise.

Employees are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision. They may allocate work to Employees in Levels 1-4, resolve issues and monitor the quality of work produced.

Employees at this level will also train and supervise Employees in Levels 1-4, including managing performance and provision of feedback. They regularly exercise initiative, discretion and judgement in the performance of their duties.

Typical Duties/Skills

- Supervisory duties - set priorities and monitor workflow, resolve operational matters;
- Undertake recruitment and induction activities;
- Prepare and maintain rosters;
- Contribute to the development of work practices and on-the-job training programs;
- Develop and implement work procedures and guidelines;
- Coordinate workflow;
- Undertake End of month financial activities;
- Oversee accuracy of financial data and reports;
- Undertake mandatory Government reporting as required;
- Participate in and develop quality initiatives to enhance quality management within respective areas to create efficient work practices;
- Conduct Performance Developments.

CLINICAL CODERS

Trainee Clinical Coder

Completed Health Information Management Associate Australia (HIMAA) Certificate 4 in Clinical Classification or previous equivalent HIMAA Introduction Coding course.

Clinical Coder Level 1

Completed HIMAA Certificate 4 in Clinical Classification or previous equivalent HIMAA Introduction Coding course and with a minimum of one years' experience.

Clinical Coder Level 2

Completed HIMAA Complex Clinical Coding Course or previous equivalent HIMMAA Intermediate Coding course and with a minimum of two years' experience or completion of previous equivalent Introduction Coding course with minimum experience accepted by Calvary.

Clinical Coder Level 3

Completed HIMAA Highly Complex Clinical Coding Course or previous equivalent HIMAA Advanced Coding course and with a minimum of four years' experience and be able to undertake mentoring of less experienced coder.

Senior Clinical Coder Level 4

Completed HIMAA Highly Complex Clinical Coding Course or previous equivalent HIMAA Advanced course and with a minimum of four years' experience.

Must be able to undertake the mentoring of less experienced coders and provide clinical coding expertise. Is responsible for ensuring all government required mandatory reporting is complete.

To be appointed to one of these levels an Employee must provide evidence of successful completion of the relevant HIMAA course.

GENERAL/HOSPITALITY SERVICES

Level 1

An Employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated.

Key Characteristics

- Is capable of prioritising work with established routines, methods and procedures;
- Is responsible for work performed with a limited level of accountability or discretion;
- Works under close direction;
- Possesses sound communication skills; and
- Requires specific on the job training and/or relevant skills training or experience.

Typical duties and skills

- Assist with basic food and cooking preparation and delivery in compliance with Food Safety Programs;
- Cleaning of wards, room, grounds and buildings and maintaining daily cleaning diaries;
- Cafeteria and kiosk duties;
- Cash handling; and
- Bed making.

Indicative roles at this level are:

General Services Assistant

Level 2

Must have a Certificate III, or equivalent industry level experience as assessed by Calvary.

An Employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

- Is capable of prioritising work within established routines, methods and procedures;
- Is responsible for work performed with a medium level of accountability or discretion;
- Works under limited direction either individually or in a team;
- Possesses sound communication and written skills;
- Requires specific on the job training and/or relevant skills training or experience.

Typical duties and skills

In addition to the duties set out in level 1, Employees at this level may perform duties including some or all of the following:

- General cooking duties in accordance with dietary requirements and food safety standards;
- Maintain appropriate records;
- Bed making;
- Distribution of clean laundry/personal attire;
- Cleanliness of patients' environment;
- Complete documentation in accordance with established policies and procedures;
- "barista duties";
- Waste management/recycling duties.

Indicative roles performed at this level are:

- General Services Assistant;
- Apprentice Chef;
- Trainee Cook.

Level 3

An Employee who is appointed at this level will have a Certificate IV in a relevant discipline, or equivalent industry experience as determined by Calvary.

An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

- Capable of prioritising work within established policies and procedures;
- Responsible for work performed with a medium level of accountability or discretion;
- Works under limited supervision, either individually or in a team;
- Possesses good communication, interpersonal, and written and;
- Requires specific on the job training.

Typical duties and skills

- Performing cooking duties at trade level and/or cook;
- Ordering and monitoring the supply and quality of items required for an effective service in an area of operation;
- Maintain registers and stock control procedures;
- Effectively liaise with staff and external contractors, and respond as required;
- Effectively consult with staff to maintain a safe work environment in accordance with the organisational occupational health, safety and welfare Policy Procedures;
- Collect and record data for use in identification of individual patient's special needs;
- Complete documentation to meet workplace requirements; and
- Senior waste management/recycling duties.

Indicative roles at this level are:

- Senior General Services Assistant;
- Senior Waste Management Coordinator;
- Cook (with Certificate 3).

Level 4

Must have a Certificate IV in a relevant discipline, or equivalent industry level experience as assessed by Calvary.

An Employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated.

Key Characteristics

- Capable of working autonomously, and prioritising their own work within established policies, guidelines and procedures;
- Responsible for work performed with a substantial level of accountability;
- May require basic computer knowledge or be required to use a computer on a regular basis;
- Possess administrative skills and problem solving abilities;
- Possess well developed communication, interpersonal, written skills.

Typical duties and skills

- Chef whose duties may include development of menus, ordering of food items, and responsibility for quality and hygiene control;
- Monitor implementation of and compliance with workplace policies and procedures;
- Monitor and audit Food Safety Programs to maintain compliance;
- Contribute to the development and implementation of such policies and procedures as required;
- Ensure maintenance of safe environment for the Employees and patients;
- Ordering and distribution of linen for departmental areas;
- Co-ordination of linen facilities/issues resolution;
- Administrative functions as directed by the Employer;
- Provision of training to Employees;
- Monitor implementation of and compliance with workplace policies and procedures;
- Contribute to the development and implementation of such policies and procedures as required;
- Ensure maintenance of documentation to meet with workplace requirements; and
- Understand and maintain food safety as per food safety standards.

Indicative roles at this level are:

- Assistant General Services Coordinator;
- Chef (with certificate of recognition).

Level 5

Certificate IV (Frontline Management) or Advanced Diploma in Hospitality Management, or equivalent industry experience as assessed by Calvary.

Roles at this level are dependent upon the size and complexity of the department.

An Employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated.

Key Characteristics

Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.

They are responsible and accountable for their own work; and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters. They would also be able to train and to supervise Employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.

Typical duties and skills

- supervision of staff;
- rostering of staff;
- finalising quotations or costing by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements;
- Support manager in preparation of audit reports as required;
- calculate costing and/or wage and salary requirements;
- complete personnel/payroll data for authorisation;
- reconciliation of accounts to balance;
- Understand and maintain food safety as per food safety Standards;
- Waste management/green team champions.

Indicative roles at this level are:

- General Services Coordinator;
- Sous Check (with Certificate 4 or above).

MAINTENANCE

Level 1

Employees at this level require specific on-the-job training and are capable of prioritising work within established routines, methods and procedures. They are responsible for work performed with a limited level of accountability or discretion, and work under close direction.

Indicative Role at this level is:

- Maintenance Handyperson

Level 2

Employees at this level:

- are capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;
- are responsible for work performed with a substantial level of accountability;
- work either individually or in a team;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possess administrative skills and problem solving abilities;
- possess well developed communication and interpersonal skills; and
- require on-the job training and may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative Role at this level is:

- Maintenance Officer

Level 3

Employees at this level:

- work independently and are required to exercise independent judgment on routine matters;
- may require professional supervision from more senior members of the team when performing complex or critical tasks;
- have demonstrated a commitment to continuing professional development;
- may be actively involved in quality improvement activities;
- contribute to the evaluation and analysis of guidelines, policies and procedures applicable to their work; and
- may be required to contribute to the supervision of discipline specific contractors.

Indicative Role at this level is:

- Maintenance Tradesperson

Level 4

Employees at this level are experienced and can independently apply professional knowledge and judgment when performing complex or critical tasks specific to their discipline.

Employees at this level:

- work in an area that requires high levels of specialist knowledge and skill as recognised by the Employer;
- actively contribute to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery;
- may be a sole discipline specific Employee who practices in professional isolation from Employees from the same discipline;
- perform across a number of recognised specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and may be responsible for ensuring optimal budget outcomes for their departments;
- are responsible for providing support for the efficient, cost effective and timely delivery of services; and
- may be required to supervise specific staff and contractors.

Indicative Role at this level is:

- Maintenance Coordinator

ORDERLY

Level 1

An Employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

- capable of prioritising work within established routines, methods and procedures;
- responsible for work performed with a medium level of accountability or discretion;
- work under close direction;
- possess sound communication skills; and
- requires specific on the job training and/or relevant skills training or experience.

Typical duties and skills

Employees at this level may perform duties including some or all of the following:

- Maintain appropriate records;
- Make beds;
- Distribution of clean laundry;
- Cleanliness of patients' environment; and
- Complete documentation in accordance with established policies and procedures.
- Patient transfer.

Level 2

Must have a Certificate III, or equivalent industry level experience as assessed by Calvary.

An Employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

- are capable of prioritising work within established policies and procedures;
- are responsible for work performed with a medium level of accountability or discretion;
- work under limited supervision, either individually or in a team;
- possess good communication and interpersonal; and

Typical duties and skills

- Effectively liaise with nursing, maintenance and other appropriate staff and respond as required to needs as identified;
- Effectively consult with staff to maintain a safe work environment in accordance with the organisational occupational health, safety and welfare Policy Procedures; and
- Complete documentation to meet workplace requirements.

CSSD

Level 1: CSSD Assistant Technician

An unqualified person who performs entry level work of a general nature under the direct supervision of a minimum Level 4 sterilising technician.

Work performed may include the collection, cleaning, packaging, sterilisation and storing of critical and semi-critical medical equipment within established procedures while exercising minimal autonomy and accountability.

Level 1 sterilising technicians are not required to hold any qualification and may have less than 6-months experience. They are required to complete a mandatory orientation program during the first three-months of commencing duties to be conducted under the supervision of a minimum Level 3 Sterilising Technician.

Where an unqualified Level 1 sterilising technician seeks to obtain a relevant qualification, the Employer will facilitate completion within the first 12-months of employment, through financial assistance, flexible working schedule, study leave (if required) and supervised practice.

Automatic progression to Level 2 will occur upon attaining a minimum qualification of Certificate III in Health – Sterilising Practice for Technicians or other relevant qualification.

Level 2: CSSD Technician

A qualified person with a minimum Certificate III in Health – Sterilising Practice for Technicians who performs work of a general nature under limited supervision and within established procedures and guidelines.

Employees at this level can demonstrate knowledge of relevant Australian Standards or other standards directed by Calvary from time to time. They will have also completed the mandatory competencies and e-learning relevant to Sterilising services as directed by Calvary.

If the Employee holds a Certificate III and has less than 6 months on job experience in a hospital environment, they will undertake a mandatory two-month orientation under the supervision of a Level 3 (or above) CSSD technician.

Duties and skills

- The collection, cleaning, packaging and sterilisation and storage requirements of Reusable Medical Devices (RMDs), including loan kits and sophisticated medical equipment;
- Prioritise work within established routines, methods and procedures;
- Participate with daily controls, testing, monitoring and validation requirements;

- Participate in annual validation processes;
- Sound computer skills;
- Ability to utilise an electronic tracking system;
- Provide education and support to level 1 CSSD Assistant Technicians;
- Liaise with service suppliers and facilitate repairs and maintenance requirements of machinery/equipment in consultation with shift coordinator;
- Maintain registers and stock control within CSSD;
- Respond to both internal and external problems within the department utilising a high degree of interpersonal and problem solving skills;
- Participate in regular internal and external auditing;
- Maintain a safe work environment and report risks and hazards;
- Utilise hospital reporting systems independently

Level 3: CSSD Technician

A qualified person holding a minimum Certificate III in Health – Sterilising Practice for Technicians or equivalent (as assessed by Calvary), and with a minimum of 18-months experience who performs work with a degree of autonomy and accountability under direction.

Duties and Skills

In addition to the duties set out in Level 2, Employees at this level may perform duties including some of the following:

- Complete documentation in accordance with established policies and procedures and Industry Standards; monitor compliance and report non-conformances using appropriate method;
- Collation of tray checklists, Instructions For Use collation and Product Family collation;
- Liaise with service suppliers and facilitate repairs and maintenance requirements of machinery/equipment;
- Participate in development and completion of all QA documents;
- A level 3 sterilising technician may undertake addition responsibilities including supervision and training of staff at level 2 or below.

Level 4: Senior CSSD Technician

A qualified person holding a minimum Certificate IV in Health – Sterilising Practice for Technicians or equivalent as assessed by Calvary, and with a minimum 3-years' experience in a CSSD department who is able to perform work of a complex nature with a degree of autonomy and accountability.

A Level 4 sterilising technician may undertake additional responsibilities including supervision and training of staff at Level 2 or below.

A Level 4 sterilising technician may have completed specialty training in areas across the Hospital departments such as complex medical equipment, setting up or loan instruments training.

Duties and skills

- Report repair requirements of RMDs and action repairs;
- complete required documentation;
- Action administrative functions and update required inventory and departmental information as required including electronic tracking system if applicable;
- Completion of monitoring and validation documentation for Quality Assurance;
- Participate in compliance with area specific action plans.

Level 5: Senior CSSD Technician (Team Leader)

A qualified person holding a minimum Certificate IV in Health – Sterilising Practice for Technicians or equivalent and with a minimum 4-years' experience who is able to perform work of a complex nature with a high degree of autonomy and accountable across all hospital departments.

A level 5 sterilising technician may have completed specialty training in areas across the Hospital departments such as complex medical equipment, setting up or loan instruments training.

This level will also be vacancy dependent.

Duties and skills

In addition to duties set out in level 4, Employees at this level may perform duties including some of the following:

- Supervision, training and mentoring of staff;
- Maintain current knowledge of CSSD industry best practice through the attendance of conferences, participation in innovation forums and any other practical means;
- Applying detailed knowledge of the organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances;
- Effectively liaise with nursing, maintenance and other appropriate staff and respond as required to needs as identified;
- Effectively consult with staff to maintain a safe work environment in accordance with the organisational occupational health, safety and welfare Policy Procedures;
- Participate in all internal and external auditing processes and action plans.

Level 6: CSSD Supervisor

This level will be applied *only in the absence of the CSSD Manager* to undertake appropriate management responsibilities. The incumbent will receive higher duties allowance for a defined period.

A qualified person holding a minimum Certificate IV in Health – Sterilising Practice for Technicians or equivalent qualification with more than 6 years' experience who is able to perform work of a complex nature with a high degree of autonomy and accountability while supervising and directing other staff as required and operational.

Duties and skills

In addition to duties set out in level 5, Employees at this level may perform duties including some of the following:

- perform the function of the CSSD Manager when required;
- Supervision, training and direction of staff where required;
- Finalising quotations or costing by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements;
- Using computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text;
- Complete personnel/payroll data for authorisation;
- Operating and having responsibility for a complex and diverse payroll system;
- Administrative functions;
- Preparing internal reports for management in any or all of the following areas: financial; staffing; legislative requirement; and other significant company activities/operations.

Loan Kit/Prosthetic Coordinator

A qualified person holding a minimum Certificate III in Health – Sterilising Practice for Technicians or equivalent (as assessed by Calvary), together with a minimum 3-years' experience in a CSSD department and previous experience working with consignment kits who is able to perform work of a complex nature with autonomy and accountability.

A Loan Kit/Prosthetic Coordinator may undertake additional responsibilities including supervision and training of staff.

A Loan Kit/Prosthetic Coordinator will have completed specialty training in handling unique and complex medical equipment, and receipting, checking and dispatching kits for reprocessing.

Duties and skills

- Analysis of Information Patient Manifest (IPM) to identify requirements for theatre loan kits and prosthetics;
- Receipt, check and dispatch loan kits for reprocessing;
- Coordinate process to return unused prosthetics to suppliers;
- Input loan kit information into tracking system and label for ease of identification;

- Coordinate with company representatives for loan kit and prosthetics preparation and delivery;
- Report and action repair requirements for loan/consignment kits and complete required documentation;
- Action administrative functions and update required inventory and departmental information as required including electronic tracking system if applicable;
- Participate in compliance with area specific action plans.

STORES

Storeperson means a person who is appointed to work in stores and is responsible for the unloading and loading, receipting, put-away, storage and issuing of stores materials including responsibility for stock security and replenishment of stores items as required.

Level 1

An Employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

- nil or limited experience in general stores duties; and
- undertakes basic competencies.

Typical duties and skills

- Responsible for the quality of their own work subject to detailed direction;
- Capable of reading and following work related procedures and work instructions;
- Accept and check deliveries, put-away, replenishment and storage of materials including housekeeping duties;
- Picking, packing and distribution of material orders/ requests;
- Operation of a computer including relevant software/application(s) in order to undertake duties;
- Participate in inventory audits including cycle counting and stock takes; and
- Use of non-licensed material handling equipment.

Level 2

An Employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

- has proven and demonstrated skills in performing the duties of a Storeperson Level 1; and
- undertakes the following additional duties under general guidance and direction;

Typical duties and skills

- check and receipt purchase orders using internal systems and applications;
- create material orders / requisitions using internal systems and applications; and
- licensed operation of all appropriate materials handling equipment.

Level 3

An Employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

- proven and demonstrated skills in performing the duties of a Storeperson Level 2; and
- undertakes the following additional duties under general guidance with minimal supervision.

Typical duties and skills

In addition to the duties set out in level 2, Employees at this level may perform duties including some or all of the following:

- Liaise with suppliers in respect to deliveries and outstanding purchase orders;
- Create and/or amend a purchase order using internal systems and applications;
- Liaise with internal and external customers in respect to material requirements and general inquiries;
- Use internal warehouse and inventory systems and applications;
- Give assistance and or guidance to Employees in Level 1 and 2;
- Inventory accuracy and security including the preparation and reconciliation of regular reports, stock movement and dispatches;
- Supplying consumables to hospital departments; and
- Ordering of non-stock/special items.

Level 4

An Employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

- proven and demonstrated skills in performing the duties of a Storeperson Level 3; and
- undertakes the following additional duties.

Typical duties and skills

- Give assistance and guidance to Employees in level 1, 2 and 3;
- Liaise with management, suppliers and customers with respect to stores operations and material requirements;
- Identifying material requirements as an input into generating materials requests and/or purchase (internal and external) orders;
- Create and/or amend a purchase order using internal systems and applications;
- Inventory accuracy and security including the preparation and reconciliation of regular reports or stock movement, dispatches; and
- Higher level inventory control and maintenance, such as barcoding and adding new items.

THEATRE

Theatre Technician

An Employee at this level:

- is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training and may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

SCHEDULE 2

Table 1: WAGE RATES

CLASSIFICATION	LEVEL	PAYPOINT	FFPOA	FFPOA	FFPOA
			1/07/2020	1/07/2021	1/07/2022
			2.75%	2.75%	2.75%
Clerical	Level 1	1	\$ 23.61	\$ 24.26	\$ 24.93
Clerical	Level 1	2	\$ 23.97	\$ 24.63	\$ 25.31
Clerical	Level 2	1	\$ 24.41	\$ 25.08	\$ 25.77
Clerical	Level 2	2	\$ 24.78	\$ 25.46	\$ 26.17
Clerical	Level 2	3	\$ 25.15	\$ 25.84	\$ 26.56
Clerical	Level 2	4	\$ 25.53	\$ 26.24	\$ 26.96
Clerical	Level 3	1	\$ 26.81	\$ 27.54	\$ 28.30
Clerical	Level 3	2	\$ 27.21	\$ 27.96	\$ 28.73
Clerical	Level 3	3	\$ 27.62	\$ 28.38	\$ 29.16
Clerical	Level 3	4	\$ 27.82	\$ 28.59	\$ 29.38
Clerical	Level 4	1	\$ 28.02	\$ 28.79	\$ 29.58
Clerical	Level 4	2	\$ 28.44	\$ 29.22	\$ 30.03
Clerical	Level 4	3	\$ 28.86	\$ 29.66	\$ 30.47
Clerical	Level 4	4	\$ 30.12	\$ 30.94	\$ 31.80
Clerical	Level 5	1	\$ 30.83	\$ 31.67	\$ 32.54
Clerical	Level 5	2	\$ 31.25	\$ 32.11	\$ 32.99
Clerical	Level 5	3	\$ 31.67	\$ 32.54	\$ 33.43
Coder	Trainee Coder	1	\$ 29.43	\$ 30.24	\$ 31.07
Coder	Clinical Coder Level 1	1	\$ 32.70	\$ 33.59	\$ 34.52
Coder	Clinical Coder Level 1	2	\$ 33.12	\$ 34.03	\$ 34.96
Coder	Clinical Coder Level 1	3	\$ 33.54	\$ 34.46	\$ 35.41
Coder	Clinical Coder Level 2	1	\$ 35.96	\$ 36.95	\$ 37.97
Coder	Clinical Coder Level 2	2	\$ 36.38	\$ 37.38	\$ 38.41
Coder	Clinical Coder Level 2	3	\$ 36.81	\$ 37.82	\$ 38.86
Coder	Clinical Coder Level 3	1	\$ 41.20	\$ 42.34	\$ 43.50
Coder	Clinical Coder Level 3	2	\$ 41.62	\$ 42.77	\$ 43.94
Coder	Clinical Coder Level 3	3	\$ 42.05	\$ 43.20	\$ 44.39
Coder	Senior Clinical Coder Level 4	1	\$ 43.24	\$ 44.43	\$ 45.65
Coder	Senior Clinical Coder Level 4	2	\$ 43.66	\$ 44.86	\$ 46.09
Coder	Senior Clinical Coder Level 4	3	\$ 44.08	\$ 45.29	\$ 46.54

CLASSIFICATION	LEVEL	PAYPOINT	FFPOA	FFPOA	FFPOA
			1/07/2020	1/07/2021	1/07/2022
			2.75%	2.75%	2.75%
General/Hospitality Services	Level 1	1	\$ 22.45	\$ 23.07	\$ 23.70
General/Hospitality Services	Level 1	2	\$ 22.79	\$ 23.42	\$ 24.06
General/Hospitality Services	Level 1	3	\$ 23.13	\$ 23.77	\$ 24.42
General/Hospitality Services	Level 1	4	\$ 23.48	\$ 24.12	\$ 24.79
General/Hospitality Services	Level 2	1	\$ 23.83	\$ 24.48	\$ 25.16
General/Hospitality Services	Level 2	2	\$ 24.18	\$ 24.84	\$ 25.53
General/Hospitality Services	Level 2	3	\$ 24.53	\$ 25.20	\$ 25.89
General/Hospitality Services	Level 3	1	\$ 25.01	\$ 25.70	\$ 26.40
General/Hospitality Services	Level 3	2	\$ 25.38	\$ 26.08	\$ 26.79
General/Hospitality Services	Level 3	3	\$ 25.75	\$ 26.46	\$ 27.18
General/Hospitality Services	Level 4	1	\$ 26.39	\$ 27.11	\$ 27.86
General/Hospitality Services	Level 4	2	\$ 26.78	\$ 27.51	\$ 28.27
General/Hospitality Services	Level 5	1	\$ 27.43	\$ 28.19	\$ 28.96
General/Hospitality Services	Level 5	2	\$ 27.82	\$ 28.59	\$ 29.38
Orderly	Level 1	1	\$ 23.34	\$ 23.99	\$ 24.65
Orderly	Level 1	2	\$ 23.69	\$ 24.35	\$ 25.02
Orderly	Level 2	1	\$ 23.79	\$ 24.44	\$ 25.11
Orderly	Level 2	2	\$ 23.97	\$ 24.63	\$ 25.31
Stores	Level 1	1	\$ 23.61	\$ 24.26	\$ 24.93
Stores	Level 1	2	\$ 23.97	\$ 24.63	\$ 25.31
Stores	Level 2	1	\$ 24.41	\$ 25.08	\$ 25.77
Stores	Level 2	2	\$ 24.78	\$ 25.46	\$ 26.17
Stores	Level 3	1	\$ 25.73	\$ 26.44	\$ 27.16
Stores	Level 3	2	\$ 26.11	\$ 26.83	\$ 27.56
Stores	Level 3	3	\$ 26.50	\$ 27.23	\$ 27.98
Stores	Level 4	1	\$ 31.09	\$ 31.95	\$ 32.83
Maintenance	Level 1	1	\$ 22.46	\$ 23.08	\$ 23.71
Maintenance	Level 2	1	\$ 24.96	\$ 25.64	\$ 26.35
Maintenance	Level 3	1	\$ 31.52	\$ 32.39	\$ 33.28
Maintenance	Level 4	1	\$ 36.79	\$ 37.81	\$ 38.85
Theatre	Theatre Technician	1	\$ 29.38	\$ 30.18	\$ 31.01
CSSD Assistant Technician	Level 1	1	\$ 23.34	\$ 23.99	\$ 24.65
CSSD Supervisor	Level 6	1	\$ 37.68	\$ 38.72	\$ 39.78
CSSD	Loan Kit Co-ordinator	1	\$ 28.36	\$ 29.14	\$ 29.94
CSSD	Prosthetic Co-ordinator	1	\$ 28.36	\$ 29.14	\$ 29.94

CLASSIFICATION	LEVEL	PAYPOINT	FFPOA	FFPOA	FFPOA
			1/07/2020 13.50%	1/07/2021 2.75%	1/07/2022 2.75%
CSSD Technician	Level 2	1	\$ 26.08	\$ 26.80	\$ 27.54
CSSD Technician	Level 2	2	\$ 26.48	\$ 27.21	\$ 27.96
CSSD Technician	Level 3	1	\$ 26.97	\$ 27.71	\$ 28.47
CSSD Technician	Level 3	2	\$ 27.38	\$ 28.13	\$ 28.90
CSSD Technician	Level 3	3	\$ 27.78	\$ 28.55	\$ 29.33
Senior CSSD Technician	Level 4	1	\$ 28.74	\$ 29.53	\$ 30.34
Senior CSSD Technician	Level 4	2	\$ 29.16	\$ 29.96	\$ 30.78
Senior CSSD Technician	Level 4	3	\$ 29.60	\$ 30.41	\$ 31.25
CSSD Coordinator	Level 5	1	\$ 32.68	\$ 33.58	\$ 34.50

**Table 2:
Other Rates and Allowances**

Allowance	FFPPOA 1/7/2020	FFPPOA 1/7/2021	FFPPOA 1/7/2022
Laundry allowance (per shift) or	\$0.42	\$0.43	\$0.44
Laundry allowance (per week); whichever is greater	\$1.95	\$2.01	\$2.06
Meal Allowance (where meal not provided)	\$14.46	\$14.85	\$15.26
Vehicle Allowance (per km)	\$0.80	\$0.80 subject to an Award increase	\$0.80 subject to an Award increase
Team Leader Allowance	\$18.49 per shift or \$2.43 per hour or part thereof	\$18.99 per shift or \$2.49 per hour or part thereof	\$19.51 per shift or \$2.56 per hour or part thereof

On Call Allowance

Clause No.	On Call Allowance	FFPPOA 1/7/2020	FFPPOA 1/7/2021	FFPPOA 1/7/2022
35.5.1	Maintenance Staff Monday 6:00pm to following Monday	\$209.25	\$215.00	\$220.92
35.4	Disturbance Allowance	\$13.08	\$13.44	\$13.81
35.5.4.1(1)	CSSD Staff – Monday to Friday per 24 hour period or part thereof	\$20.71	\$21.28	\$21.87
35.5.4.1(2)	CSSD Staff - Weekend and Public Holiday per 24 hour period or part thereof	\$41.33	\$42.46	\$43.63