



Calvary Health Care

**Adelaide Private
Hospitals**

**Nurses and Midwives'
Enterprise Agreement
2022**

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Part 1—Application and Operation of this Agreement

1. Title, commencement and expiry

- 1.1 This enterprise agreement is the *Calvary Health Care and ANMF SA – Adelaide Private Hospitals – Nurses and Midwives’ Enterprise Agreement 2022* (**‘this Agreement’**).
- 1.2 This Agreement shall commence 7 days after the approval by the Fair Work Commission.
- 1.3 The nominal expiry date for this Agreement is 31 December 2023.
- 1.4 The parties undertake to commence discussions regarding a new Agreement no later than six months prior to the expiry date of the Agreement.

2. Definitions

- 2.1 In this Agreement, unless the contrary intention appears:

Act means the [Fair Work Act 2009](#) (Cth).

ADO means accrued day off.

base rate of pay has the same meaning as section 16 of the Act which is *‘the rate of pay payable to an employee for their ordinary hours of work excluding any other identifiable amounts’*.

Calvary or employer means Calvary Health Care Adelaide Ltd (ABN 85 106 314 229).

casual hourly rate means the rate of pay prescribed by clause 10.3.

COVID-19 means the coronavirus caused by the SARS-CoV-2 virus. This includes any variants or sub-variants.

de facto partner of an employee:

- means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- includes a former de facto partner of the employee.

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

employee means an employee covered by this Agreement.

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

FFPP means first full pay period on or after the specified date.

FWC means the Fair Work Commission (or equivalent superseding industrial tribunal).

immediate family of an employee means:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

NES means the National Employment Standards as contained in sections 59 to 131 of the [Act](#).

Ordinary rate of pay means the minimum rate of pay prescribed by this agreement for their ordinary hours of work, but does not include loadings, allowances, overtime, penalty rates, bonuses or other ancillary payments of a like nature.

shiftworker, other than for the purposes of clause 25.2(b), is 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 15.2.

Spouse includes a former spouse.

2.2 Interpretation

- (a) Where a term of this Agreement has a corresponding definition in the Act, the *Fair Work Regulations 2009* (Cth) ('the Regulations'), or the NES then that definition of the Act, the Regulations and NES shall apply to ensure consistency with law. Any such terms that are also defined in this Agreement are defined only for the convenience of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or NES.
- (b) Where there remains ambiguity in this Agreement, an explanatory memorandum associated with the *Fair Work Bill 2008* (Cth) or, if given assent, any associated bill amending the Act will be used as interpretation guidance.
- (c) Illustrative examples outlined within clauses of this Agreement are intended by the parties to provide interpretation guidance.
- (d) The parties note the enterprise agreement was subject to a full re-draft.

3. Complete Agreement and National Employment Standards

- 3.1 Other than individual flexibility agreements reached in accordance a previous enterprise agreement, 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.
- 3.2 Notwithstanding clause 3.1, except where this Agreement is more favourable to employees than the NES, the NES will prevail over the content of this Agreement to the extent of any inconsistency (as determined by section 55 of the Act) or omission.
- 3.3 Unless explicitly stated otherwise in this Agreement, any Company policies and procedures referenced herein are not integrated into this Agreement.
- 3.4 Calvary must ensure that copies of this Agreement and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1 This Agreement covers:
 - (a) Calvary;
 - (b) Employees of Calvary who are employed in classifications listed in Schedule A—Classification Definitions and who work at:

- (i) Calvary North Adelaide Hospital at 89 Strangways Terrace, North Adelaide SA 5006;
- (ii) Calvary Adelaide Hospital at 120 Angas St, Adelaide SA 5000; and/or
- (iii) Calvary Central Districts Hospital at 25/37 Jarvis Rd, Elizabeth Vale SA 5112; and
- (c) The Australian Nursing and Midwifery Federation – South Australia Branch ('ANMF'), provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission notes in the decision to approve this Agreement that this Agreement covers the ANMF.
- (d) For the avoidance of doubt, this Agreement will continue to cover employees at Calvary Central Districts Hospital once it is relocated from the existing address to the new development site address.

5. Individual flexibility arrangements

5.1 Despite anything else in this Agreement, an employer and an individual employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

5.2 An Individual Flexibility Arrangement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

5.4 An Individual Flexibility Arrangement may be made before or after the individual employee has commenced employment with Calvary. Any Individual Flexibility Arrangement made before the employee has commenced is subject to the following:

- (a) Any Individual Flexibility Arrangement shall not have effect until the employment commencement date of that employee; and
- (b) The Individual Flexibility Arrangement must be a reasonable solution to a request for flexibility made by the employee during the recruitment process.

5.5 An employer who wishes to initiate the making of an Individual Flexibility Arrangement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

- 5.6 Remaining subject to the requirements of clause 5.2, where an Individual Flexibility Arrangement is:
- (a) initiated by an employee; and
 - (b) includes non-monetary benefits that assists the employee's carer or family responsibilities or otherwise benefits the employee's work-life balance; then
 - (c) the parties agree that the value of non-monetary benefits received by an individual employee shall be regarded to be of equal or more value than any monetary benefits waived.

ILLUSTRATIVE EXAMPLES are at paragraphs 860 and 867 of the Fair Work Bill 2008 Explanatory Memorandum.

- 5.7 An Individual Flexibility Arrangement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the Agreement term, or Agreement terms, the application of which is to be varied; and
 - (c) set out how the application of the Agreement term, or each Agreement term, is varied; and
 - (d) set out how the Individual Flexibility Arrangement results in the employee being better off overall at the time the Individual Flexibility Arrangement is made than if the Individual Flexibility Arrangement had not been made; and
 - (e) state the date the Individual Flexibility Arrangement is to start.

- 5.8 An Individual Flexibility Arrangement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.9 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5.10 Except as provided in clause 5.8(b), an Individual Flexibility Arrangement must not require the approval or consent of a person other than the employer and the employee.

5.11 The employer must keep the Individual Flexibility Arrangement as a time and wages record and give a copy to the employee.

5.12 The employer and the employee must genuinely agree, without duress or coercion to any variation of this Agreement provided for by an Individual Flexibility Arrangement.

5.13 An Individual Flexibility Arrangement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 28 days' written notice to the other party.

5.14 An Individual Flexibility Arrangement terminated as mentioned in clause 5.13(b) ceases to have effect at the end of the period of notice required under that clause.

5.15 The right to make an Individual Flexibility Arrangement under clause 5 is additional to, and does not affect, any other term of this Agreement that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the NES provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if Calvary refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If Calvary and the employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that Calvary can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if Calvary can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If Calvary and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then Calvary must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 **Dispute resolution**

Disputes about whether Calvary has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 46—Dispute Resolution.

Part 2—Types of Employment, Classifications and Related Matters

7. Types of employment

7.1 Employees under this Agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

7.2 At the time of engagement an employer will inform each employee whether they are to be employed on a full-time, part-time or casual basis.

8. Full-time Employees

8.1 A full-time employee is engaged to work an average of 37.5 hours per week in accordance with clause 15.1(a) of this Agreement.

8.2 A full-time employee will be rostered a minimum ordinary shift length of 4 hours.

9. Part-time Employees

9.1 A part-time employee is engaged to work less than an average of 37.5 ordinary hours per week and has reasonably predictable hours of work.

9.2 A part-time employee will be rostered a minimum ordinary shift length of 4 hours.

9.3 Before commencing part-time employment, Calvary and employee will agree in writing to the number of contracted ordinary hours to be worked and the rostering arrangements which will apply to those hours.

9.4 The terms of the agreement in clause 9.3 may be varied by agreement and recorded in writing.

NOTE: Agreement under this clause may be for an ongoing or temporary basis; or be for a single or multiple shifts.

9.5 Additional Ordinary Hours for Part-Time Employees

(a) Additional Shifts

- (i) It is accepted that employees may be offered additional ordinary time shifts above their contracted ordinary hours set in clause 9.3.
- (ii) Additional ordinary time shifts shall be worked and rostered by mutual agreement and no employee shall be rostered to work in excess of their contracted ordinary hours without their agreement.
- (iii) Additional ordinary time shifts shall be regarded as ordinary time unless the employee exceeds the ordinary hour limits of clause 15.1.

(b) Extended Shifts

- (i) Employees may be offered and agree to extend their shifts.

- (ii) Extended shifts agreed to **prior to the shift commencing** shall be paid at ordinary time unless the employee exceeds the daily or weekly limits of ordinary hours set at clause 15.1. In such circumstances, the manager will change the roster (as empowered by clause 15.4(k)(i)A) and the employee working the rostered shift shall be deemed evidence of mutual agreement.
- (iii) In the event an **employee commences their shift and then** agrees to extend that same shift, then it shall be paid at overtime rates in accordance with clause 22.2(d).

9.6 **Review of Part-Time Contracted Hours**

- (a) A part-time employee who regularly accepts additional ordinary hours over the preceding 3-month period may request from Calvary that their contracted hours agreed to per clause 9.3 are increased by the amount of regular additional ordinary hours.
- (b) Calvary will have regard to operational requirements and not unreasonably refuse such a request.

10. **Casual Employees**

10.1 A casual employee is an employee employed in accordance with the meaning at section 15A of the Act.

10.2 The minimum period of engagement of a casual employee is 4 hours.

10.3 **Casual loading**

Unless otherwise prescribed elsewhere in this Agreement, for each ordinary hour worked a casual employee must be paid:

- (a) the minimum hourly rate applicable to the classification and pay point in which they are employed; and
- (b) a loading of **25%** of the minimum hourly rate.

NOTE: Penalty Rates apply to casual employees for Shiftwork, Saturday and Sunday Work, Public Holidays and Overtime.

10.4 **Offers and requests for casual conversion**

- (a) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.
- (b) In addition to the NES, a casual employee who works regularly and systematically for 6 months may request casual conversion. Casual conversion will only be refused on reasonable grounds.
- (c) In addition to reasonable grounds to not make an offer outlined in the Act, where a casual employee becomes eligible for casual conversion the parties to this Agreement agree that it shall be deemed reasonable grounds to not make an offer when:
 - (i) The entitlement to casual conversion substantially arose due to periods of employment related to surges of community-wide health issues (including, but not limited to, COVID-19).
 - (ii) The employee has resigned permanent full-time or part-time employment with Calvary in favour of casual employment within the past 2 years.

NOTE: Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 46—Dispute Resolution.

11. Classifications

- 11.1 A description of the classifications under this Agreement is set out in Schedule A—Classification Definitions.
- 11.2 Calvary must advise an employee in writing of their classification upon commencement and of any subsequent changes to their classification.
- 11.3 Changes to an employee's classification shall be by appointment which may be as a result of reclassification.

11.4 Reclassification

- (a) Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, an employee may apply to have their position reclassified to the higher level.
- (b) An application for reclassification by an employee must be in writing and set out the reasons why they believe their position should be reclassified. This will be provided to the employee's line manager who will escalate as necessary to the decision maker.
- (c) Calvary will respond to the request within a reasonable timeframe, and where practicable no more than one month after receiving the request, indicating whether the application is approved or declined (and if declined, the reason(s) why).
- (d) Performing more varied work at the same classification does not qualify for reclassification.
- (e) Factors with a bearing on the decision may include whether:
- (i) the employee is exercising the levels of skill, responsibility and/or autonomy required by the higher classification; and/or
 - (ii) the need to the business for the reclassified role is permanent or temporary.
- (f) If an application for reclassification is approved then it will have effect from the first full pay period on or after the employee has been notified their application was successful.

NOTE: Reclassification does mean advancement though pay points. Pay points are outlined in clause 17.2

12. Duties

- 12.1 Calvary may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification provided that such duties are not designed to promote deskilling.
- 12.2 For clarity, Calvary may direct an employee to increase their skills and competence through employer-provided training.
- 12.3 Where an employee is required to work in a new area and/or with unfamiliar equipment and Calvary is made aware by the employee of their lack of experience or expertise in the area, Calvary will have regard to the employee's advice and provide appropriate orientation and training.
- 12.4 When Calvary directs the employee to carry out duties in another area within the same work site, if that is the case, the employee must advise Calvary of their lack of experience or expertise in that area and Calvary will have regard to the employee's advice. This may involve the employee undertaking nursing functions pertaining to nursing duties as prescribed in the relevant classification criteria.

13. Inherent Requirements

- 13.1 For the purposes of this Agreement, the following are deemed to be inherent requirements of the roles covered by this Agreement:
- (a) If requiring it to practice, registration with Australian Health Practitioner Regulation Agency ('AHPRA');
 - (b) Any other legal requirements imposed by a government or enforcement body within Australia; and
 - (c) Any other requirements agreed to by Calvary and an employee in a contract of employment (however named).
- 13.2 Without limitation, if an employee does not provide evidence of meeting the inherent requirements outlined at clause 13.1 then Calvary may stand down an employee without pay.
- 13.3 Periods of being stood down without pay under this clause shall not count towards continuous service on the basis that it is not leave authorised by Calvary.

14. Locations of Work

- 14.1 Calvary will notify new employees of their usual place of work ('**Work Location(s)**') in writing upon commencement. This may include, but is not limited to, multiple hospitals as a primary location and may provide for ancillary shifts in residential care and community care services provided by Calvary other than at the locations outlined at 4.1(b).
- 14.2 For the purposes of this clause, an employee without written confirmation of their Work Location(s) will be deemed to have Work Location(s) at the hospitals they are regularly rostered to (not including temporary transfers or travelling on duty).
- 14.3 During the course of employment, Calvary may require an employee to temporarily work in another facility or location other than their Work Location(s) from time to time to fulfil Calvary's operational needs (including that of greater Calvary Health Care). In these circumstances, the employee will be compensated under either clause 14.4 or clause 14.5 as applicable.

14.4 Commuting to a Temporary Location

- (a) If an employee is directed under this clause to commence work at another facility or location other than their Work Location ('**a Temporary Location**') on a temporary basis then this clause 14.4 will apply.
- (b) Where the Temporary Location results in **excess travel distance** when compared to the employee's furthest Work Location(s) (from their residence) and the employee is not provided with a vehicle by Calvary, that employee shall be entitled to claim the excess kilometres at the rate prescribed by clause 14.6.
- (c) Where the Temporary Location results in **excess travel time** when compared to the employee's furthest Work Location(s) (from their residence) and the employee commences or ceases work at the Temporary Location, Calvary will pay the employee as follows:
 - (i) If an employee receives **8 or more hours'** notice of the need to commence work at a Temporary Location, then the employee will be paid the excess travel time (each way) paid at the employee's minimum rate of pay.
 - (ii) If an employee receives **less than 8 hours' notice** of the need to commence work at a Temporary Location, then the employee will:

- A. If required to commence at the shift's usual start time, be paid 150% of the employee's minimum rate of pay for the excess travel time to the Temporary Location; or
 - B. If requested by the employee and approved by Calvary, commence travel from the employee's usual Work Location to the Temporary Location at their usual start time. All time travelling will be regarded as time worked.
 - C. All return excess travel from the Temporary Location shall be paid at the employee's minimum rate of pay.
- (iii) Excess travel time paid under sub-clause 14.4(c) shall not be regarded as work hours, but as an allowance.
 - (iv) In the event of a disagreement on the amounts payable, excess travel time and excess travel distance will be calculated using Google Maps (or other similar road navigation service).
 - (v) A Temporary Location that is in another facility on the same campus, or any other facility that is less than 15 minutes additional travel time will not attract excess travel or excess kilometres payments.

ILLUSTRATIVE EXAMPLE: An employee is directed to work at another Hospital (the Temporary Location). The other hospital is an additional 15 kilometres distance and 15 minutes' drive past the employee's Work Location. The employee is entitled to reimbursement of 15 excess kilometres and 15 minutes excess travel time each direction to/from their residence.

- (d) Directions to attend a Temporary Location are subject to the following, wherever practical:
 - (i) Calvary will provide an employee with as much notice as possible.
 - (ii) Calvary will ask for volunteers who are willing to travel to Temporary Locations. This may include creating a list that records the volunteer employees and their preferences for which days and shifts can be accommodated; which is updated on a periodic basis.
 - (iii) Calvary will rotate between employees who are required to work at a Temporary Location having regard for fairness while also considering the skills and experience required of the role.
 - (iv) Unless agreed to for a longer basis, an employee will not be required to work at a Temporary Location for more than three shifts before being placed back into their usual Location of Work.
 - (v) Calvary will provide orientation training to an employee working at a Temporary Location.
 - (vi) The departments at the Temporary Location will be within the employee's experience and scope of practice.
- (e) Calvary will not use Temporary Location transfers to avoid backfilling vacant positions.
- (f) This clause does not limit or affect Calvary rostering an employee to commence at their Work Location(s) and then travel to a Temporary Location during their work time. See clause 14.6 for reimbursement of kilometres.

14.5 Travelling for Duty

- (a) For the purposes of this clause, 'travelling on duty' shall mean where the employee is required to travel unusually long distances for the purposes of work. Examples include, but may not be limited to:

- (i) Where an employee cannot reasonably return home after work that day or shift.
- (ii) Where an employee must travel by plane or long distance train ride.
- (b) When an employee is involved in travelling on duty, all accommodation and travel fares will be paid for by Calvary. All reasonably incurred expenses in respect to ancillary fares (such as taxis) and meals will be met by Calvary on production of receipted account(s) or other evidence acceptable to Calvary; and
- (c) The employee will not be entitled to reimbursement for expenses referred to in clause 14.5(b) which exceed the mode of transport, meals or the standard of accommodation agreed with Calvary for these purposes.

ILLUSTRATIVE EXAMPLE: An employee is directed to attend the National Office of Calvary Health Care in Sydney for a two-day conference. The employee commences work for the day at the commencement of travel and all reasonably incurred expenses are reimbursed by Calvary.

- 14.6 An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.92 per kilometre.

NOTE: This allowance is indexed in accordance with clause 20.3.

- 14.7 Permanent changes to an employee's Work Location(s) at the direction of Calvary are subject to consultation under clause 44 - Consultation about major workplace change.

Part 3—Hours of Work

15. Ordinary Hours of Work and Rostering Arrangements

- 15.1 The ordinary hours for an employee are:

- (a) For employees **not working** a 12 ordinary hours shift pattern:
 - (i) Up to 75 ordinary hours in a 2 week period.
 - (ii) Up to 10 ordinary hours of work (exclusive of meal breaks) per shift.
- (b) For employees **working** a 12 ordinary hour shift pattern:
 - (i) Up to 150 ordinary hours in a 4 week period.
 - (ii) Up to 12 ordinary hours of work (exclusive of meal breaks) per shift.

NOTE 1: See clause 15.3 for conditions around implementing 12 hour shifts.

NOTE 2: Overtime rules for working outside the ordinary hour limits are set out in clause 22 - Overtime.

- (c) The hours of work will be continuous, except for meal breaks and an employee will not be required to work more than one ordinary hours shift in each 24 hour period, except for the regular changeover of shifts.

- 15.2 The span of ordinary hours for a day worker are:

- (a) for employees **not engaged** in a 12 hour shift pattern, 6.00am to 6.00pm; or
- (b) for employees **engaged** to work a 12 hour shift pattern, between 7.00am and 7.00pm; and
- (c) If a day worker works outside the span of ordinary hours then they will be subject to shift penalty rates in accordance with clause 23 – Shiftwork.

15.3 **12 hour shift patterns**

- (a) Calvary and an individual employee may agree to a 12 ordinary hour shift pattern.
- (b) Where an employee is working a 12 hour shift pattern, the maximum ordinary hours in a shift may be between 11.5 and 12 hours (exclusive of meal breaks).

15.4 **Rostering**

- (a) Within clause 15.4, only paragraph (m) applies to casual employees.
- (b) Employees will work in accordance with a fortnightly roster fixed by the employer.
- (c) Employees shall work across a 7 day roster unless an employee's role only operates 5 or 6 days per week.
- (d) The roster will set out employees' daily ordinary working hours and starting and finishing times.
- (e) The roster will be displayed in a place conveniently accessible to employees at least 14 days before the commencement of the roster period.
- (f) Wherever practicable:
 - (i) Rosters will provide a minimum of two consecutive days off.
 - (ii) Employees who are rostered for on-call for a night shift shall not be rostered for an ordinary shift within 8 hours of the cessation of their on-call period.
- (g) Unless mutually agreed, an employee will not be rostered for ordinary hours on more than 6 consecutive days in a 2 week period.
- (h) Additional ordinary hours for part time employees set in accordance with clause 9.5 shall be identified on the roster/time and attendance system.
- (i) **Night Duty**
 - (i) An employee changing from night duty to morning or afternoon duty; or from morning or afternoon duty to night duty ('**a changed duty**') must be free from duty during the 24 hours immediately preceding the commencement of the changed duty unless the employee is required to perform duty to enable the nursing service of the health unit to be carried out in an emergency or when another employee is absent from duty.
 - (ii) An employee will not be required to undertake more than 8 weeks of night shift work in a 6 month period unless:
 - A. mutually agreed between Calvary and an employee; or
 - B. if an employee is required to perform night duty to enable the nursing service to be carried on in an emergency or when another employee is absent from duty because of illness, unexpected leave, or extended leave. Provided where this capacity to rotate, Calvary will rotate between employees who are required to work night shifts having regard for fairness while also considering the skills and experience required of the role.

(j) **Fatigue Management**

An employee who genuinely believes they are fatigued as a result of:

- (i) excessive amounts of recall or overtime; or

- (ii) recall or overtime in combination with the changeover in shifts,

may request a change of shift pattern on a temporary basis in order to recover. Calvary and the employee will engage in consultation prior to assessing the request with regard to the remainder of clause 15.

(k) Changes to Rosters

- (i) The roster issued may be changed under the following circumstances:
 - A. When Calvary and an employee mutually agree; or
 - B. Calvary may alter a roster at any time where it is to enable the functions of the hospital or facility to be carried out where another employee is absent from work pursuant to clauses 27—Personal/Carer's Leave; 31—Ceremonial Leave; and 33—Family and Domestic Violence Leave, or in an emergency.
- (ii) If after a roster is issued and an employee requests a change to the roster that would result in the employee not meeting their guaranteed hours in a pay period, then:
 - A. Calvary will bring it to the employee's attention that they will not meet their contracted hours; and
 - B. If the employee confirms the change, the employee will automatically be placed on leave without pay for the balance of guaranteed hours not worked.

ILLUSTRATIVE EXAMPLE: After finding someone to swap a shift with, a full-time employee requests to swap an 8 hour shift for a 6 hour shift. The change will result in that full-time employee only 73 ordinary hours worked in that fortnight, instead of the guaranteed 75 ordinary hours. If approved by Calvary and the employee confirms the change they will not be entitled to the 2 hours of ordinary time that would 'top them up' to 75 hours that fortnight.

(l) Cancellations of Part-Time Additional Ordinary Hours

- (i) This clause operates notwithstanding clause 15.4(k).
- (ii) The required notice for cancellations of additional ordinary time shifts are:
 - A. For an early shift – by 11.00pm the night prior;
 - B. For a late shift or night shift – 3 hours prior.
- (iii) In the event that an additional ordinary time shift is cancelled by Calvary without the required notice the employee shall be entitled to a minimum payment of 3 ordinary hours.

(m) Casual Employee Shift Cancellation

In the event that a casual employees' shift is cancelled and they are not provided with the required notice equal to that defined at clause 15.4(l)(ii) and that casual employee has incurred child care fees as a result:

- (i) Upon provision of receipts from an approved child care provider demonstrating a cost was incurred by the employee, Calvary will reimburse the employee; and
- (ii) Such reimbursement must be claimed within two fortnights of incurring the cost.

15.5 Rest breaks between rostered work

- (a) Wherever practicable, an employee will be allowed a rest break of 8 hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.

NOTE: Rest periods after Overtime are dealt with under clause 22.10.

- (b) If, on the instruction of Calvary, an employee resumes or continues to work without having had 8 consecutive hours off duty they will be paid, until released from duty for such a period, at the rate of:
- (i) Monday to Saturday (inclusive)—**150%** of the minimum hourly rate applicable to their classification and pay point for the first 2 hours and **200%** after 2 hours;
 - (ii) Sunday—**200%** of the minimum hourly rate applicable to their classification and pay point; or
 - (iii) Public holidays—**250%** of the minimum hourly rate applicable to their classification and pay point.
- (c) Notwithstanding clause 15.5(b), for the purpose of specialised events, including but not limited to ante natal programmes, an employee may agree to work without an 8 hour break between shifts. If these circumstances, Calvary may advise that such hours are to be taken as time off in lieu at a mutually agreed time.

15.6 Flexible Rostering Arrangements

- (a) Employees may request a Flexible Rostering Arrangement to assist them with meeting personal commitments (such as special occasions or personal appointments).

Flexible Rostering Arrangements may include:

- (i) to commence work at an earlier or later time than Calvary would normally roster their role; or
- (ii) to bank additional hours worked to be to be used at a later date; or
- (iii) to be absent from work without taking leave, and making that time up at a future date.

NOTE 1: Regular requests for flexibility of this nature can also be made under clause 5 – Individual flexibility arrangements or clause 6 – Requests for flexible working arrangements.

NOTE 2: For overtime that is worked by direction of Calvary and not a request for flexibility by an employee under this clause, see clause 22 for Time Off In Lieu of Overtime.

- (b) Approval of requests from employees of a Flexible Rostering Arrangement remains at the absolute discretion of Calvary.
- (c) Where a Flexible Rostering Arrangement is made under clause 15.6(a) and an employee's shift worked would otherwise result in:
- (i) overtime;
 - (ii) a shift loading/penalty rate being payable when it would otherwise not be; or
 - (iii) a higher shift loading being payable,

then payment of such shift will be paid as if the employee had worked as normally rostered.

ILLUSTRATIVE EXAMPLE 1: An employee requests to start their shift later due to a personal appointment. The employee's new shift finish time would normally entitle them to afternoon shift. Because of the Flexible Rostering Arrangement, the employee is paid as if they had worked their shift as normally rostered.

ILLUSTRATIVE EXAMPLE 2: An employee requests to work 1 additional hour on a Wednesday so they can leave 1 hour early on Friday to attend their child's school assembly. The employee's additional hour is accrued and the employee is paid as if they were at work until their rostered finish time on Friday.

ILLUSTRATIVE EXAMPLE 3: An employee requests to start work late on Monday due to a one-off child care need, and make up the time on Wednesday that week. The employee is paid as if they commenced at their rostered start time on Monday and had finished at the rostered finish time on Wednesday.

- (d) Any banking or crediting of hours shall be on an hour-for-hour basis.
- (e) An employee whose employment is terminated or mutually agrees with Calvary to cash out any banked additional hours worked will be paid those hours at the ordinary time value they were accrued.
- (f) If an employee is allowed to finish early and make up the time on a later date, but the employee does not work the additional time, Calvary may deduct any hours owing from wages in the employee's final pay of an employee whose employment is terminated for any reason.
- (g) Calvary must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.

16. Breaks

16.1 Unpaid meal breaks

- (a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes. Such meal break will be taken between the 4th and the 6th hour after beginning work, where reasonably practicable. Provided that, by agreement of an individual employee, an employee who works shifts of 6 hours or less may forfeit the meal break.
- (b) Until the conclusion of night shift on 31 December 2022, where an employee is required to be on duty during a meal break, the employee will:
 - (i) be provided with the balance of meal break time as soon as practicable; or if impracticable to do so,
 - (ii) be paid overtime for the balance of the meal break not taken.
- (c) From 6.00am on 1 January 2023, where an employee is required to remain on duty during their meal break, the employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time. Provided that:
 - (i) such penalties will not apply when an employee requests a later meal break for their convenience and this is approved; and
 - (ii) If the employee exceeds the limits of ordinary hours of work, they will be paid overtime rates.
- (d) To obtain payment of the loading prescribed in 16.1(c), if an employee is not notified of the time of their meal break or the allocated time for the meal break has arrived and an expected

replacement employee has not arrived, the employee must contact the shift coordinator (or equivalent) and either:

- (i) make an arrangement for relief to be provided to permit the Employees to take a break; or
- (ii) obtain approval to work without the break; and
- (iii) complete any process required to record the missed/delayed meal break.

Where it is not practicable for the employee to contact the shift coordinator (or equivalent) due to an emergency, then they shall notify the shift coordinator (or equivalent) as soon as practicable. The shift coordinator (or equivalent) will retrospectively apply the approval process where it is reasonable to do so.

16.2 **On-Call During a Meal Break**

- (a) Where an employee is required by Calvary to remain available during a meal break, but is free from duty, the employee will receive an allowance of:
 - (i) Monday to Friday (inclusive) – per Schedule C—Summary of Monetary allowances; or
 - (ii) Saturday, Sunday or Public Holidays – per Schedule C—Summary of Monetary allowances.
- (b) In addition to clause 16.2(a), from 6.00am on 1 January 2023, where an employee is called to duty during their meal break, the employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and counted as an employee's ordinary time (unless the employee exceeds the limits of ordinary hours of work).

16.3 **After Hours Coordinators Meal Breaks**

- (a) Nurses appointed as After Hours Coordinators (or however else titled) in charge of a hospital for a shift and who remain available to respond to queries during their meal break (for example, because they are unable to allocate the hospital phone to another employee) shall be entitled to an allowance equal to:
 - (i) Monday to Friday - \$33.27 per shift.
 - (ii) Saturday - \$43.39 per shift.
 - (iii) Sunday and Public Holidays - \$50.86 per shift.

Having regard to clause 16.1(a), the allowance payable on a night shift shall be determined by which day the employee commences their 5th hour of work.

- (b) Payment for meal breaks is to compensate Hospital Coordinators for interruptions during their meal break and is not intended to remove an entitlement to a meal break for Hospital Coordinators.
- (c) When in-charge of a hospital, a Hospital Coordinator are entitled to the allowance in clause 16.3(a) in lieu of any penalty provided by 16.1 or 16.2(b).

16.4 **Paid rest breaks**

- (a) Every employee will be entitled to a paid 10 minute rest break for each shift worked at a time to be agreed between the employee and employer.

- (b) Employees who work for 8 or more hours on any shift shall receive an additional 10 minute rest break. Furthermore, the employee and employer can agree to the taking of the two 10 minute rest breaks together as one 20 minute rest break.
- (c) Rest breaks will count as time worked.

16.5 **Double Shifts, Additional Overtime Shifts and Recall**

- (a) Double shifts, additional shifts that are wholly paid at overtime rates, and employees recalled back to work are entitled to unpaid meal breaks in accordance with the remainder of clause 16. Provided that the loading prescribed in clauses 16.1(c) and 16.2 is not payable in addition to overtime rates.
- (b) Employees recalled back to work shall be entitled to a paid rest break after each four hours worked, provided the employees is required to continue working after the rest break.

Part 4—Wages and Allowances

17. Minimum Rates

17.1 Calvary will pay employees the minimum rates specified in **Schedule B—Rates of Pay** for ordinary hours worked by the employee.

17.2 Pay Points

- (a) Progression through pay points will be:
 - (i) by annual movement; subject to
 - (ii) the accumulation of at least 1820 hours of experience.
- (b) **Pay Point on Appointment**
 - (i) Registered Nurses and Enrolled Nurses shall be paid at the Pay Point having regard to the employee's relevant continuous experience since becoming a Registered Nurse/Enrolled Nurse (as applicable).
 - (ii) An employee who was employed as a Nurse Attendant/Direct Client Contact Services employee immediately prior to undertaking a recognised course of study to become an Enrolled Nurse shall, upon appointment to the role, be paid at the Pay Point which is consistent with the recognition of relevant training, experience and skill gained immediately prior to being appointed to the Enrolled Nurse role.
 - (iii) For the purpose of calculating continuous experience under this clause 17.2(b):
 - A. any period of service prior to an absence of less than five years from active nursing duties relevant to the classification in which the employee is employed, or is to be employed, will be taken into account;
 - B. any period of service prior to an absence of five years or more from active nurse duties relevant to the classification in which the employee is employed or is to be employed, will be taken into account where the employee has successfully completed a refresher course approved by the Nursing and Midwifery Board of Australia, but will be subject to a reduction of one year on the relevant Pay Point scales;
 - C. completed months will be taken into account;

- D. recognised service averaging less than fifteen hours per week in a year will not be counted, but will be regarded when establishing continuous employment;
- E. recognised service in a classification higher than that in which the employee is employed or is to be employed is that service directly relevant to the duties performed or to be performed;
- F. the onus of proof of previous continuous experience will be on the employee and will be established at the time of employment. Calvary will, when provided with evidence by an employee, accept, reject or request further particulars to establish continuous experience; and
- G. if an employee deliberately misrepresents previous continuous experience, such action will amount to misconduct and any service so misrepresented shall be disregarded in calculating the employee's position on the relevant incremental scale. When non-disclosure is not by virtue of deliberate misrepresentation, previous continuous experience will only be taken into account in determining the employee's position on the relevant pay point scale from the time that it is made known to Calvary.

17.3 Above-Agreement Payments

Calvary is not required to increase any component of an employee's remuneration (including but not limited to base rates of pay and allowances) where that component is paid in excess of the minimum rate or amount prescribed by this Agreement.

18. Higher Duties & Multiple Assignments

18.1 Higher Duties

- (a) An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed for three days or more will be paid at the higher classification rate.
- (b) Where an employee is required by Calvary to undertake higher duties for a period of less than three days and:
 - (i) they are a Registered Nurse/Midwife Level 1 in a particular ward/unit that does not have a higher level Registered Nurse on duty; or
 - (ii) they are a Registered Nurse who is allocated as a Team Leader in perioperative suites for the shift and there is a Clinical Nurse who is currently undertaking duties that preclude them from providing assistance to the Team Leader,

they shall be entitled to a **Responsibility Allowance** per shift of the amount specified in Schedule C—Summary of Monetary allowances.

- (c) The Responsibility Allowance is payable once per applicable shift.

18.2 Multiple Assignments

- (a) An employee may agree to perform the work of two or more roles covered by multiple classifications under this Enterprise Agreement within the same contract of employment (or however termed) ('**Multiple Assignments**'), except where:
 - (i) One role is part-time and another is casual.
 - (ii) One role is already full-time.

NOTE: For clarity, an employee whose second role is under the Award or another enterprise agreement cannot be covered by this clause.

- (b) Nothing in this clause limits the employee and employer agreeing to two (or more) separate employment contracts, including to give effect to the exceptions.
- (c) When forming a Multiple Assignments arrangement, the parties must agree in writing:
 - (i) how many ordinary hours per week (or fortnight) are guaranteed for each classification level; and
 - (ii) the rostering arrangements that will apply.
- (d) Any roster(s) for a Multiple Assignments employee must clearly record what role the employee shall be performing each shift.
- (e) When an employee in a Multiple Assignments role in accordance with this clause is engaged on a Part-Time basis, the terms of clause 9 - Part-time Employees still apply.
- (f) Where an employee has Multiple Assignments with different minimum rates of pay:
 - (i) The minimum rate of pay for each role shall be in accordance with clause 17 – Minimum Rates.
 - (ii) When calculating the value of:
 - A. Overtime;
 - B. Shift Loadings;
 - C. Penalty Rates,the minimum rate of pay shall be that which applies to the role attributed to that shift.
 - (iii) With the exception of paid leave types paid on a calculation of average earnings, an employee on paid leave shall be:
 - A. paid in accordance with the applicable clause under this Agreement; and
 - B. payment shall be based on the role attributed to the shift the employee is on leave from.
 - (iv) Where overtime is compensated by way of time off in lieu, that time off in lieu must be taken in the role which generated the overtime.
- (g) Each shift stands alone.
- (h) If an employee is directed to work in excess of the scope of practice for a role attributed to a shift yet it remains within the employee's skill, competence and training, the employee shall be paid the rate of pay for the classification being performed for the duration of the shift.

ILLUSTRATIVE EXAMPLE: A Registered Nurse Level 3 agrees to work one Registered Nurse Level 1 shift per fortnight at Registered Nurse Level 1 rates of pay to maximise their hours of work and take home pay. If during a rostered Registered Nurse Level 1 shift the employee is directed to perform the duties of the Registered Nurse Level 3 role then the employee will be paid the Registered Nurse Level 3 minimum rate for that shift.

19. Payment of Wages

19.1 Wages must be paid fortnightly.

19.2 Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee, unless mutually agreed to be by cash or cheque.

19.3 On or prior to pay day, Calvary will provide employees with their payslip.

19.4 Payment on termination of employment

- (a) Calvary must pay an employee no later than 14 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this Agreement and the NES.
- (b) Notwithstanding clause 19.4(a), if an employee provides reasonable notice to Calvary of a request to process payment within 7 days instead of 14 days, then Calvary will do so.
- (c) The requirement to pay wages and other amounts under clause 19.4(a) is subject to further order of the Commission and Calvary making deductions authorised by this Agreement or the Act.

20. Allowances

20.1 Calvary must pay to an employee the allowances the employee is entitled to under clause 20.

20.2 Wage-related allowances

(a) On-call allowance

- (i) An on-call allowance is paid to an employee who is required by Calvary to be on-call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts:

| Between rostered shifts or ordinary hours on: | Amount Payable |
|--|--|
| Monday to Friday inclusive | per 24-hour period or part thereof Amount per Schedule C— Summary of Monetary allowances |
| Saturday, Sunday, public holiday or non-rostered day | per hour Amount per Schedule C— Summary of Monetary allowances |

- (ii) For the purpose of clause 20.2(a) the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

NOTE: On-Call, Recall to Work, and Remote Work are at clauses 22.12, 22.13 and 22.14 respectively.

(b) Additional Qualification Allowance

- (i) An Additional Qualification allowance shall apply only to Registered Nurses Levels 1, 2 and 3; and Enrolled Nurses with an Advanced Diploma.
- (ii) An Additional Qualification Allowance (Graduate Certificate / Advanced Diploma) of the amount set out in Schedule C—Summary of Monetary allowances will apply for all employees whose qualifications are:
 - A. a Graduate Certificate (Registered Nurse 1 to 3) or Advanced Diploma (Enrolled Nurse); and
 - B. deemed relevant and their application for the qualification allowance is approved by the Director of Clinical Services and will apply in accordance with the remainder of clause 20.2(b).
- (iii) **Dual Role: Registered Nurse & Midwife**
 - A. The Additional Qualification Allowance (Graduate Certificate / Advanced Diploma) will be paid to an employee is registered as both a Registered Nurse and a Registered Midwife where they are employed by Calvary to perform both roles. If such an employee qualifies for a higher Additional Qualification Allowance prescribed by this clause 20.2(b), then that shall apply instead.
 - B. The Additional Qualification Allowance for a Registered Nurse & Midwife is payable for all hours worked irrespective of which role is performed, provided that such employees remain ready, willing and able to perform either role as required by Calvary.
- (iv) An Additional Qualification Allowance (Graduate Diploma) of the amount set out in Schedule C—Summary of Monetary allowances will apply for all employees whose qualifications are:
 - A. a Graduate Diploma (Registered Nurse 1 to 3); and
 - B. deemed relevant and their application for the qualification allowance is approved by the Director of Clinical Services and will apply in accordance with the remainder of clause 20.2(b).
- (v) The following Diplomas issued by a University or College of Advanced Education prior to the implementation of Graduate Certificates or Graduate Diplomas in relevant nursing practice areas are recognised for the purpose of entitlement to the qualification allowance:

| | |
|------------------------|---------------------------|
| Accident & Emergency | Neonatology |
| Anaesthetic & Recovery | Oncology |
| Cardiovascular | Operating Room |
| Critical Care | Orthopaedic |
| Cardiac Care | Psychiatry RN |
| Paediatric RN | Intensive Care – General |
| Renal | Intensive Care – Neonatal |

Stomal Therapy

Midwifery

Palliative Care

- (vi) Further to clause 20.2(b)(v) and the remaining terms of this clause, Calvary will also consider any other additional qualifications which were historically equivalent to those above. Such qualifications shall be paid the Additional Qualification Allowance (Graduate Certificate / Advanced Diploma) outlined at clause 20.2(b)(ii).
- (vii) Registered Nurses Levels 1, 2 and 3 who hold a Masters or PhD shall be paid an Additional Qualification Allowance (Masters/PhD) of the amount set out in Schedule C— Summary of Monetary allowances where such qualifications are deemed relevant and their application for the qualification allowance is approved by the Director of Clinical Services and will apply in accordance with the remainder of clause 20.2(b). This allowance shall not apply to Nurse Practitioners.
- (viii) **Qualification Requirements**
 - A. The additional qualifications must be in addition to the basic qualification(s) required for an employee's position and must be **directly relevant** (as determined by Calvary) to the employee's current practice, position or role. The Additional Qualification Allowance is only payable for post-graduate qualifications obtained through a recognised Australian tertiary institution or other institutions recognised by the Australian Health Practitioner's Registration Authority ('AHPRA').
 - B. The Additional Qualification Allowance cannot be claimed in respect of an employee's base qualification leading to registration or enrolment; nor can it be claimed where the AHPRA registration standards change and the additional qualification claimed becomes the base qualification for newly registered nurses/midwives.

ILLUSTRATIVE EXAMPLE: A Registered Nurse who was registered with a Diploma of Nursing cannot later claim Additional Qualification Allowance if they later obtain a Bachelor's Degree in Nursing.
- (ix) Only one Additional Qualification Allowance is payable. Where more than one additional **directly relevant** qualification (as determined by Calvary) is held by an employee only one allowance applicable will be paid.
- (x) The allowance is available on a pro rata basis for part time and casual employees.
- (xi) The allowance is payable as a flat rate and does not form part of the wage rate and is paid on a fortnightly basis.
- (xii) The allowance is payable during paid leave.
- (xiii) An employee claiming entitlement to a qualification allowance must provide Calvary with written evidence of having satisfactorily completed the requirements for the qualification for which the entitlement is claimed. This will require the confirmation and approval by the relevant Director of Clinical Services. Disputes pertaining to this matter shall be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.
- (xiv) For the purposes of this Clause, "**directly relevant**" means that the additional qualification is applicable to an employee's current area of practice. In considering whether the qualification is relevant, the nature of the qualification together with the current area of practice, the classification and the position description of the qualification holder are the main criteria.

- (xv) For the purposes of introducing the separated qualification allowances for Graduate Certificates and Graduate Diplomas in this Agreement, the following will apply:
- A. Calvary will take all reasonable steps to advertise the new Graduate Diploma Allowance to all current employees in receipt of the current Graduate Certificate / Graduate Diploma combination Qualification Allowance.
 - B. Employees seeking to claim the newly separated Graduate Diploma Qualification Allowance will identify themselves to Calvary. This includes employees who are in receipt of the current Graduate Certificate / Graduate Diploma combination Qualification Allowance.
 - C. Employees who identify themselves and, if missing from their records, provide evidence of having a relevant Graduate Diploma will be eligible for back pay to 1 January 2022 or the issuing date of the Graduate Diploma, whichever is later.
 - D. Employees providing evidence of the Graduate Diploma from 1 January 2023 shall not be entitled to back pay unless special circumstances apply and either the Director of Clinical Services or Director of People and Culture approve. Approval will not be unreasonably withheld.

(c) **Lead Apron Allowance**

An employee required to wear a lead apron beyond four hours without a break will be paid for each hour, or part thereof, a lead apron allowance until the break is taken. This allowance will be of the amount set out in Schedule C—Summary of Monetary allowances.

- (d) **Responsibility Allowance** is outlined at clause 18.1.

20.3 **Expense-related allowances**

- (a) At any time during the life of this Agreement (including the commencement date), should the *Nurses Award 2020* [MA000034] ('**Modern Award**') prescribe a higher amount for a corresponding allowance prescribed by this clause 20.3 than is set out in this Agreement, then Calvary shall pay the modern award amounts from the first applicable full pay period.

(b) **Clothing and equipment**

- (i) Uniforms

Employees required by Calvary to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost. Uniforms are to remain the property of Calvary.

- (ii) Laundry allowance

Where an employee's uniforms are not laundered by or at the expense of Calvary, the employee will be paid a laundry allowance of **\$0.32** per shift or part thereof on duty up to **\$1.49** per week.

(c) **Meal allowances**

- (i) When required to work overtime after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour, an employee will be:
- supplied with an adequate meal where an employer has adequate cooking and dining facilities; or

- paid a meal allowance of **\$14.10**.
- (ii) In addition to the allowance provided for in clause 20.3(c)(i), where overtime work exceeds 4 hours a further meal allowance of **\$12.71** will be paid.
- (iii) Clauses 20.3(c)(i) and 20.3(c)(ii) will not apply when an employee could reasonably return home for a meal within the meal break.
- (d) **Travel (Kilometre) Reimbursement** is outlined at clause 14.6 and, for clarity, is subject to increases in accordance with clause 20.3(a).

21. Superannuation and Salary Packaging

21.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund (including stapled funds). If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

21.2 Employer contributions

Calvary must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid Calvary being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

21.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as Calvary makes the superannuation contributions provided for in clause 21.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) Calvary must pay the amount authorised under clauses 21.3(a) or 21.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or 21.3(b) was made.

21.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or 21.3(b) to Health Employees Superannuation Trust of Australia ('**HESTA**') or its successor.

21.5 Salary Packaging

- (a) By agreement with Calvary, 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).
- (b) Without limiting Calvary's discretion as to whether or not it will agree to any particular salary sacrificing arrangement, Calvary may issue guidelines through policies and procedures from time to time as to what salary sacrificing arrangements are acceptable to Calvary.
- (c) In the event that changes in legislation, ATO rulings or determinations remove or alter Calvary's capacity to maintain the salary sacrificing arrangements pursuant to this Agreement, the Company will be entitled to withdraw from these arrangements.
- (d) The tax payable or associated costs arising from an employee utilising salary packaging shall be the employees' liabilities.

Part 5—Overtime and Penalty Rates

22. Overtime

22.1 An employee may be required to perform reasonable overtime. The NES sets out the criteria for considering whether overtime is reasonable or unreasonable.

NOTE: See section 62(3) of the Act.

22.2 Overtime is paid when the hours worked by an employee is in excess of:

- (a) 75 ordinary hours in a fortnight; or
- (b) 10 hours in a shift; except
- (c) for employees on 12 hour shift patterns in accordance with clause 15.3:
 - (i) 150 hours in a four week period; or
 - (ii) 12 hours in a shift.
- (d) **Part-Time Employees**

Subject to clause 9.5 – Additional Ordinary Hours for Part-Time Employees, all time worked by part-time employees in excess of their rostered shift will be overtime and will be paid as prescribed in clause 22.4.

22.3 Full-Time Employees

When calculating which day a full-time employee is paid overtime in respect of additional hours in excess of 75 hours in a fortnight (or 150 hours in a four week period for employees on 12 hour shift patterns):

- (a) If the additional hours issued with the roster, then overtime will commence when the 75th hour is exceeded; or
- (b) If the additional hours are worked after the roster is issued, then overtime shall be paid on the hours added to the roster.

ILLUSTRATIVE EXAMPLE: If an employee is rostered for 75 hours in the fortnight, and then on a Monday they agree to extend their 7.5 hour shift to 10 hours, the overtime is paid on the additional hours worked on the Monday. If the employee is scheduled for a rostered day off on a Monday but they work an additional shift, that Monday's additional shift is considered the overtime.

22.4 Overtime Rates

- (a) The overtime rates for full-time and part-time employees are as follows:
- (i) Monday to Saturday (inclusive)—**150%** of the minimum hourly rate applicable to their classification and pay point for the first 2 hours and **200%** after 2 hours;
 - (ii) Sunday—**200%** of the minimum hourly rate applicable to their classification and pay point; and
 - (iii) Public holidays—**250%** of the minimum hourly rate applicable to their classification and pay point.
- (b) Casual employees shall be paid the overtime rates defined at clause 22.4(a) plus their casual loading.

22.5 Overtime rates under clause 22 will be in substitution for and not cumulative upon the shiftwork loadings and weekend penalty rates prescribed in clause 23—Shiftwork and clause 24—Saturday and Sunday Work.

22.6 Each period of overtime stands alone.

22.7 This clause 22 is subject to any agreement made under clause 15.6 – Flexible Rostering Arrangements.

22.8 Transport Home After Overtime

If an employee performs overtime at a time when normal public transport is not available, Calvary will either provide transport to the employee to reach home or will reimburse the cost of such transport.

22.9 Time off instead of payment for overtime

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee. This includes a mixture of payment for some overtime hours as wages and some overtime hours as time off.
- (b) The period of time off that an employee is entitled to take is on an hour for hour basis.
- (c) Once accrued, time off cannot be converted back into payment for overtime.
- (d) The maximum amount of time off allowed to be taken per rostered week is 8.5 hours and the maximum amount of time off that can be accrued is 37.5 hours, unless otherwise approved in accordance with the General Manager of a business, or their delegate.
- (e) Any time off accrued under this clause should be taken by an employee within 3 months of accruing it. Any time off not taken within 3 months may be scheduled at Calvary's discretion within either the next three months or in periods around Christmas, New Year and Easter.
- (f) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 22.9 applies has not been taken, Calvary must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

22.10 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 8 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Notwithstanding the remainder of this clause 22.10, any period of recall to work while on-call in accordance with clause 22.12 shall not count as overtime for the purposes of a rest period after overtime when:
 - (i) the actual time worked is less than the minimum of three hours on such recall or recalls; or
 - (ii) the overtime is continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.

Where it would be unreasonable for an employee to return home after the recall and then return for an ordinary shift, the employee may consult with the person in charge of the ward/hospital and, where agreed it is unreasonable, remain on overtime duty until the commencement of their ordinary shift.

- (d) If, on the instruction of Calvary, an employee resumes or continues to work without having had 8 consecutive hours off duty, they will be paid, until released from duty for such a period, at the rate of:
 - (i) Monday to Saturday (inclusive)—**150%** of the minimum hourly rate applicable to their classification and pay point for the first 2 hours and **200%** after 2 hours;
 - (ii) Sunday—**200%** of the minimum hourly rate applicable to their classification and pay point; or
 - (iii) Public holidays—**250%** of the minimum hourly rate applicable to their classification and pay point.

The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

22.11 Rest break during overtime

Other than when a double shift is worked, an employee who proceeds onto overtime immediately after their rostered shift ends and works more than 4 hours shall be entitled to a 20 minute paid rest break at the applicable overtime rate. A further rest break shall apply if the employee works a further 4 hours of overtime and is required to continue working after the rest break.

NOTE: Double shifts and Additional Overtime Shifts shall be granted rest breaks (which exceed this clause) in accordance with clause 16.5.

22.12 On-Call

- (a) An employee who is required by Calvary to be on-call at their private residence, or at any other mutually agreed place is entitled to receive the on-call allowance defined in clause 20.2(a).

- (b) An employee who is on-call and then recalled to work shall be paid in accordance with the terms of clause 22.13.
- (c) An employee who is on-call and then required to perform remote work shall be paid in accordance with clause 22.14.

22.13 **Recall to Work**

- (a) An employee who is recalled to work at the workplace after leaving the employer's premises will be paid:
 - (i) For the first recall - **150%** of the minimum hourly rate applicable to their classification and pay point for the first 2 hours and **200%** after 2 hours; and
 - (ii) For the second or more recalls – **200%** of the minimum hourly rate applicable to their classification; and
 - (iii) For any recall on a Public Holiday – **250%** of the minimum hourly rate applicable to their classification.
 - (iv) Casual employees shall also receive their casual loading in addition to these penalty rates.

(b) **General Terms**

An employee who is recalled to duty:

- (i) will have a minimum engagement of 3 hours;
 - (ii) will be reimbursed all expenses actually and reasonably incurred in attending for duty and return home. If the employee is required to use a private vehicle, the employee must be reimbursed at the rate per kilometre set out in clause 14.6; and
 - (iii) The time spent travelling to and from the place of duty will be deemed to be time worked and included in the minimum of 3 hours' work.
- (c) An employee who is not on call and is recalled to work will not be obliged to work for 3 hours if the work for which the employee was recalled is completed within a shorter period.

22.14 **Remote Work**

If an employee is required by Calvary to perform work via telephone or other electronic communication away from the workplace (i.e. not recalled to the workplace) after concluding work, they will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

23. Shiftwork

23.1 For the purposes of clause 23:

- (a) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
- (b) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

23.2 **Shiftwork loading**

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of the minimum hourly rate applicable to their classification and pay point.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 20.5% of the minimum hourly rate applicable to their classification and pay point.

- (c) **Casual Employees**

For the sake of clarity, casual employees will be paid these shiftwork loadings in addition to their casual loading.

23.3 The provisions of clause 23.2 do not apply where:

- (a) an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day; or
- (b) shiftwork is performed by an employee on Saturday, Sunday or public holiday where the payment prescribed by clause 24—Saturday and Sunday Work or clause 36 — Public holidays applies.

23.4 This clause 23 is subject to any agreement made under clause 15.6 – Flexible Rostering Arrangements.

23.5 **Daylight Savings**

- (a) If an employee works on a shift during the time changes because of the introduction or cessation of daylight savings then that employee shall be paid for the actual hours work at the ordinary time rate of pay plus any shift penalty in respect of shiftwork.
- (b) Notwithstanding any provision in clause 22 – Overtime, no overtime is payable for the additional hour worked because of daylight saving.

24. **Saturday and Sunday Work**

24.1 For all ordinary hours worked between midnight Friday and midnight Saturday, the employee will be paid 150% of the minimum hourly rate applicable to their classification and pay point.

24.2 For all ordinary hours worked between midnight Saturday and midnight Sunday, the employee will be paid 175% of the minimum hourly rate applicable to their classification and pay point.

24.3 Casual employees will be entitled to both the Saturday or Sunday penalty rates plus their casual loading.

ILLUSTRATIVE EXAMPLE: Casuals will receive a total of 175% of the base rate for ordinary time on Saturdays; and 200% of the base rate for ordinary time on Sundays.

24.4 The Saturday and Sunday Work rates prescribed in clause 24 shall not apply to work performed on public holidays where the extra payment prescribed at clause 36 – Public holidays applies.

24.5 This clause 24 is subject to any agreement made under clause 15.6 – Flexible Rostering Arrangements.

Part 6—Leave and Public Holidays

25. Annual Leave

25.1 Annual leave is provided for in the NES. This clause supplements the NES.

25.2 Quantum of annual leave

- (a) For each year of service with Calvary, an employee (other than a casual) is entitled to:
- (i) Four (4) weeks of paid annual leave; or
 - (ii) Five (5) weeks of paid annual leave where the employee is regularly rostered for duty over six (6) days of the week (including Saturday and/or Sunday); or
 - (iii) Six (6) weeks of paid annual leave where the employee is regularly rostered to work over seven (7) days of the week (including Sundays and public holidays).
- (b) The annual leave entitlements at clauses 25.2(a)(ii) and 25.2(a)(iii) are inclusive of the Additional Annual Leave for shiftworkers provided for under the NES.

25.3 Special Annual Leave for On-Call

- (a) Employees who are on-call will receive additional special leave according to the following scale:

| On-Call Hours | Amount of Special Annual Leave |
|-------------------|--------------------------------|
| 0 – 270 hours | 0 weeks Special Annual Leave |
| 271 – 850 hours | 1 week Special Annual Leave |
| 851 hours or more | 2 weeks Special Annual Leave |

- (b) The Special Annual Leave is subject to being on-call for a minimum of 270 hours over a twelve month period (calculated on the basis of full pay periods falling in a calendar year) for Angiography, Theatre or Maternity Services.
- (c) The Special Annual Leave will be granted on a pro-rata basis for part-time staff.
- (d) The Special Annual Leave is to be taken in conjunction with a period or periods of annual leave.

25.4 Registered Nurse Level 3 – Optional 5 Weeks Annual Leave

- (a) If, upon commencement of this enterprise agreement, a Registered Nurse Level 3 who is entitled to 4 weeks’ annual leave under clause 25.2, is exercising an option under prior enterprise agreements to “buy” a 5th week of annual leave by reducing their wage rates then they will remain entitled to do so under the operation of this clause 25.4.

NOTE: This is a grand-parented provision. Moving forward, all employees will have access to purchased leave under clause 26.

- (b) If a Registered Nurse Level 3 is electing to receive 5 weeks’ annual leave (instead of 4 weeks) then their minimum wage rate is reduced to 98.11% of the minimum wage rate prescribed by Schedule B—Rates of Pay.
- (c) A Registered Nurse Level 3 may elect to withdraw from the 5 weeks’ annual leave option by giving reasonable notice in writing. If they do, Calvary will change to pay the employee 100% of their minimum wage rate and the leave accrual rate from the next available full pay period.

- (d) Once a Registered Nurse Level 3 opts out of receiving 5 weeks' annual leave under this clause then they cannot opt back in. However, they can use the Purchased Leave clause within this Agreement for future additional leave.

25.5 **Payment for annual leave**

- (a) Employees shall receive their ordinary pay during all periods of annual leave and, before going on leave, may request to be paid in advance for the period of such leave.
- (b) The following payments, where applicable, will be included in determining the amounts payable for annual leave:
 - (i) The ordinary rate of pay provided by this Agreement for the appropriate classification of the employee.
 - (ii) Responsibility Allowance.
 - (iii) Other payments to which the employee is entitled in accordance with a contract of employment for ordinary hours of work excluding:
 - A. Special rates;
 - B. Travelling Allowance;
 - C. Overtime;
 - D. Reimbursement of Expenses;
 - E. Motor Mileage.

25.6 **Annual leave loading**

- (a) For the period of annual leave in addition to their ordinary pay an employee will be paid the higher of:
 - (i) an annual leave loading of **17.5%** of ordinary pay for the classification of the employee at the commencement of such leave; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (b) Annual Leave Loading will apply to all Special Annual Leave for On-Call.

25.7 **Payment of annual leave on termination**

- (a) On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.
- (b) The monetary equivalent of annual leave and pro-rata leave due to an employee at the time of the employee's death, may be paid to their legal or personal representative. Payment in terms of this sub-clause is subject to the provisions of the *Administration and Probate Act 1919 (SA)* (or its successor).

25.8 **Close down periods**

- (a) Where an employer temporarily closes a ward/unit in periods of low activity, an employee may be directed to take annual leave during part or all of the period.
- (b) Prior to directing an employee to take leave in accordance with clause 25.8(a), Calvary will:

- (i) Attempt to fill vacancies at other Calvary facilities with affected employees; then

NOTE: Additional Payment for working at a Temporary Location may apply in accordance with clause 14.4 – Commuting to a Temporary Location.

- (ii) Call for volunteers to take leave within the affected employees' facility; then

- (iii) Provide notice as follows:

- A. a minimum notice period of 4 weeks will apply; or
- B. for close down periods arising from events outside Calvary's control (such as Government restrictions on elective surgeries), as much notice as practicable.

- (c) Where possible, staff with excessive annual leave (as defined by clause 25.9(a)) will be directed to take annual leave under this clause prior to directing those without excessive annual leave.
- (d) Where an employee does not have sufficient accrued annual leave for this period, they may be required to take leave without pay (provided such leave without pay does not break the employee's continuous service) or they can apply for annual leave in advance or elect to use long service leave.
- (e) Calvary will endeavour to ensure that this does not impact inequitably on the nursing workforce.

25.9 Excessive leave accruals: general provision

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker as defined by clause 25.2(a)(ii) or 12 weeks' paid annual leave for a shiftworker as defined by clause 25.2(a)(iii)).
- (b) If an employee has an excessive leave accrual:
 - (i) Calvary or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual; and
 - (ii) Calvary will not unreasonably refuse a request by an employee to use their excessive annual leave for an extended period of annual leave within 12 months of the discussions.
- (c) Clause 25.10 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 25.11 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

25.10 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 25.9(b) but agreement is not reached (including because the employee refuses to confer), Calvary may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Calvary under clause 25.10(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.9, 25.10 or 25.11 or otherwise agreed by Calvary and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and

- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Calvary and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 25.10(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 25.10(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 25.10(d) may result in the direction ceasing to have effect. See clause 25.10(b)(i).

NOTE 2: Under section 88(2) of the Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

25.11 **Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 25.9(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 25.11(a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 25.10(a) that, when any other paid annual leave arrangements (whether made under clause 25.9, 25.10 or 25.11 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 25.11(a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.9, 25.10 or 25.11 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 25.11(a) more than 5 weeks' paid annual leave (or 6 weeks' paid annual leave for a shiftworker, as defined by clause 25.2(b)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 25.11(a).

25.12 **Annual leave in advance**

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:

- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) The employer must keep a copy of any agreement under clause 25.12 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 25.12, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

25.13 Cashing out of annual leave

- (a) Calvary and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (b) Calvary encourages employees to take annual leave to enjoy rest and recreation away from the workplace rather than cash out the entitlement. However, Calvary understands that there are sometimes special circumstances that may assist the employee to agree to a request to cash out annual leave. To this end, Calvary may:
- (i) refuse any request to cash out annual leave; and/or
 - (ii) set a maximum amount of accrued annual leave that may be cashed out in any period of 12 months.
- (c) Paid annual leave must not be cashed out except in accordance with an agreement under clause 25.13.
- (d) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 25.13.
- (e) An agreement under clause 25.13 must state:
- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (f) An agreement under clause 25.13 must be signed by the employee (or if the employee is under 18 years of age, by the employee's parent or guardian) and approved by an authorised manager of Calvary.
- (g) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (h) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (i) Calvary must keep a copy of any agreement under clause 25.13 as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 25.13.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.13.

26. Purchased Leave

26.1 Calvary and an employee (other than a casual employee) may agree to a Purchased Leave arrangement to fund extended periods of leave that would have otherwise been unpaid.

26.2 Applying for Purchased Leave

An application for Purchased Leave will include the dates for the period of leave and will be subject to approval at the absolute discretion of Calvary.

26.3 Accruing Purchased Leave

- (a) Purchased Leave will operate by way of an employee authorising Calvary to deduct a portion of their earnings each fortnight and accrue that amount to be later used for a period of leave that would otherwise have been unpaid.
- (b) Calvary will calculate the value of the period of leave and then deduct from the employee's fortnightly pay equal instalments to fund the period of Purchased Leave. Provided that if an employee does not earn enough in their fortnightly pay to cover the deduction (For example, through a change in the employee's minimum guaranteed hours or the taking of leave without pay), Calvary is not required to make up the shortfall in earnings.

26.4 Taking Purchased Leave

- (a) Unless varied or terminated in accordance with the remainder of clause 26, an employee will take Purchased Leave on the dates agreed to at the time of approval.
- (b) Purchased Leave will be paid to the employee at an hourly rate that fully utilises the accrued deductions. No other penalty rates, loadings, allowances or other like payments will apply.
- (c) Subject to Superannuation legislation, Superannuation will be paid (where applicable) on the pre-deducted earnings and not at the time of taking the Purchased Leave.

26.5 Variations, Cancellations and Termination

- (a) Variations to an approved Purchased Leave arrangement are subject to the absolute discretion of Calvary. If approval is granted, Calvary will re-calculate the value of the period of leave and adjust the deductions from the employee's earnings accordingly.
- (b) An employee may cancel a Purchased Leave arrangement by giving Calvary no less than 4 weeks written notice prior to the period of Purchased Leave.
- (c) Upon cancellation of a Purchased Leave arrangement or the termination of the employee's employment, Calvary will pay the accrued and unused Purchased Leave money back to the employee in the next available pay period (where practicable).

26.6 This clause shall apply to all new Purchased Leave arrangements made after the approval of this Agreement.

27. Personal/Carer's Leave

27.1 Personal/carer's leave is provided in the NES. Other than clause 27.2 which is intended to supplement the NES, the remainder of the clauses are provided for the convenience of the parties and is not intended to provide an entitlement that deviates from the NES.

Amount of Leave

27.2 For each year of service with Calvary (other than periods of employment as a casual employee of Calvary) an employee is entitled to 12 days of paid personal/carer's leave (being 90 hours).

Accrual of Leave

27.3 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service (other than periods of employment as a casual employee of the employer) according to the employee's ordinary hours of work, and accumulates from year to year.

NOTE: This means that personal/carer's leave is pro-rated based on an employee's ordinary hours worked (inclusive of paid leave taken).

Taking paid personal/carer's leave

27.4 An employee may take paid personal/carer's leave if the leave is taken:

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

Employee taken not to be on paid personal/carer's leave on public holiday

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

Payment for paid personal/carer's leave

27.6 If an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Notice and evidence requirements

27.7 An employee must give Calvary notice of the taking of personal / carer's leave under this clause.

27.8 The notice:

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

27.9 An employee who has given Calvary notice of taking personal/carer's leave must, if required by Calvary, give Calvary evidence that would satisfy a reasonable person that the leave is taken for the purposes specified in clause 27.4.

27.10 A statutory declaration will constitute reasonable evidence and may be supplied for personal leave on not more than three single day absences in a 12 month period.

27.11 However, unless required by Calvary, up to three single days of personal leave absence per calendar year may be allowed without the production of a medical certificate, or other reasonable evidence as deemed

by the employer, for employees with 12 months or more continuous service. Provided that this does not apply where such leave is taken on or either side of a public holiday; immediately before, during or after a period of annual leave; or immediately before or after a day the employee is not rostered to work. In each of the circumstances listed herein the employee shall provide evidence in accordance with clause 27.9.

27.12 All personal leave during the first three months of employment shall require certification in the form of a medical certificate. For any period post the first three months of employment and up to 12 months, the employee shall be afforded 1 single day absence without production of a medical certificate in each three month period.

27.13 An employee is not entitled to take personal / carer's leave unless they comply with this clause.

28. Compassionate Leave

28.1 Compassionate leave is provided for by the NES. The remainder of clause 28 is provided for the convenience of the parties and is not intended to provide an entitlement that deviates from the NES.

Entitlement to compassionate leave

28.2 An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when:

- (a) a member of the employee's immediate family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies; or
- (b) 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.

Taking compassionate leave

28.3 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) 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 28.2; or
- (b) after the death of the member of the employee's immediate family or household, or the stillbirth of the child, referred to in clause 28.2.

28.4 An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 2 day period; or
- (b) 2 separate periods of 1 day each; or
- (c) any separate periods to which the employee and his or her employer agree.

28.5 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.

Payment for Compassionate Leave

- 28.6 If an employee, other than a casual employee, takes a period of compassionate leave, Calvary must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

NOTE: Compassionate Leave is unpaid for casual employees.

Notice and Evidence

- 28.7 An employee must give their employer notice of taking Compassionate Leave.
- 28.8 The notice must be given to Calvary as soon as practicable and must advise Calvary of the period, or expected period, of the Compassionate Leave.
- 28.9 An employee who has given Calvary notice of taking of Compassionate Leave must, if required by Calvary, give Calvary evidence that would satisfy a reasonable person that the leave is taken for the purposes specified in clause 28.3.
- 28.10 An employee is not entitled to take compassionate leave unless they comply with this clause.

29. COVID-19 Leave

Calvary may provide COVID-19 Leave in accordance with its policies and procedures.

30. Community Service Leave

- 30.1 Community service leave is provided for in the NES.
- 30.2 In addition to the unpaid community service leave set out in the NES, at the discretion of Calvary, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, Calvary will facilitate an employee who is a member of a voluntary emergency relief organisation such as the Rural Fire Services, Red Cross, St John's Ambulance and the State Emergency Services to be released from normal duty without loss of pay up to a maximum of three shifts per year to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the employee.

31. Ceremonial Leave

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

32. Parental Leave and Calvary Paid Parental Leave Scheme

- 32.1 Parental Leave and related entitlements are provided for in the NES.

NOTE: Parental Leave under the Act also includes adoption leave. Any reference to Parental Leave is intended to include adoption leave in accordance with the definitions within the Act.

- 32.2 Notwithstanding the type of leave taken, the maximum period from when an employee commences Parental Leave to when that employee returns to work at the conclusion of Parental Leave ('the Parental Leave Period') shall not exceed 52 weeks, unless otherwise extended in accordance with the NES or additional forms of leave (such as Annual Leave) are applied for and approved.

32.3 Calvary Paid Parental Leave Scheme

- (a) The Calvary Paid Parental Leave Scheme's objective is to provide employees with a period of payment during an otherwise unpaid period of parental leave under the NES. This Paid Parental Leave Scheme applies to adoptions eligible for unpaid parental leave under the Act.

- (b) Permanent Full-Time or Part-time employees who are entitled to Parental Leave in accordance with the NES are also eligible to apply for Paid Parental Leave in accordance with the terms of this clause for any single Parental Leave Period.

(c) **Amount of Leave**

- (i) An employee is entitled to one (but not both) of the following amounts of Paid Parental Leave in a single Parental Leave Period:

- (ii) The amount of Paid Parental Leave for a Primary Carer is as follows:

| Years of Continuous Service | Amount of Paid Parental Leave |
|-----------------------------|-------------------------------|
| Under 5 years | 12 weeks |
| 5 years and above | 15 weeks |

- (iii) The amount of Paid Parental Leave for a Partner is one (1) week.

- (d) Part-Time employees shall be paid in accordance with their ordinary hours over the period of Paid Parental Leave.
- (e) Paid Parental Leave will be paid at the employee's minimum rate of pay applicable to their classification and pay point.
- (f) An employee may elect to take Paid Parental Leave at half pay for double the duration.
- (g) Paid Parental Leave must be taken in a single unbroken period within the Parental Leave Period.
- (h) Only one person can be designated as the Primary Carer for the adopted child at a point in time.
- (i) While an employee is on Paid Parental Leave they may request Calvary substitute a Paid Parental Leave day:
- (i) to be paid as absent for a Public Holiday; or
- (ii) to take Personal / Carer's Leave or Compassionate Leave (in accordance with the terms of taking such leave).

However, doing so will not extend the Parental Leave Period and any substituted Paid Parental Leave hours will be forfeited by the employee.

- (j) To be eligible for Paid Parental Leave under this Agreement, an employee must provide written notice to Calvary in advance of the expected date of commencement of the Parental Leave Period. The notice requirements are:
- (i) at least 10 weeks prior to the expected date of birth – and include a medical certificate from a registered medical doctor, obstetrician or gynaecologist stating that the employee is pregnant; and
- (ii) by way of confirmation, 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.
- (k) When the Employee gives notice under subclause 32.3(j)(i) 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.

- (l) An Employee will remain eligible for Parental Leave if failure to give the stipulated notice under clause 32.3(j) is a result of birth occurring earlier than the expected date.
- (m) Paid Parental Leave will count as continuous service within the meaning of the Act.
- (n) For the avoidance of doubt, the Paid Parental Leave Scheme provided under this Agreement:
 - (i) is subject to an employee remaining eligible for Parental Leave under the NES during a Parental Leave Period;
 - (ii) covers employees who are eligible for adoption-related leave under the NES;
 - (iii) operates independently and in addition to any Government paid parental leave scheme (or other like Government benefit); and
 - (iv) replaces any other Paid Parental Leave scheme(s) provided for under Calvary Health Care's policies.

32.4 **Special Maternity Leave**

Where a female employee is not fit for work, and:

- (a) the pregnancy of the employee, not then on maternity leave, terminates within 28 weeks of the expected date of birth of the child other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary; or
- (b) the employee is suffering from a pregnancy-related illness,

the employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, unpaid special maternity leave.

32.5 Where an employee returning from parental leave wishes to request a flexible work arrangement in accordance with clause 6 to change their hours from full-time to part-time then it must be made no less than 7 weeks from the due return date of the employee.

32.6 In order to assist employees who are wishing to continue breastfeeding upon return to work, Calvary will use its best endeavours to provide access to a room within the Hospital where privacy is maintained for expressing and breastfeeding.

33. **Family and Domestic Violence Leave**

33.1 Unpaid family and domestic violence leave is provided for in the NES.

33.2 At the time of negotiating this Agreement the Australian Government announced plans to introduce 10 Days Paid Family and Domestic Violence Leave. So as not to cause confusion between the NES and this clause 33 will cease to have effect if the NES is amended to insert 10 days Paid Family and Domestic Violence Leave.

33.3 An employee may take unpaid family and domestic violence leave if:

- (a) The employee is experiencing family and domestic violence; and
- (b) The employee needs to do something to deal with the impact of the family and domestic violence leave; and
- (c) It is impractical for the employee to do that thing outside the employee's ordinary hours of work.

33.4 The following definitions apply for the purpose of this clause:

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

33.5 Calvary Paid Family and Domestic Violence Leave Scheme

- (a) The Calvary Paid Family and Domestic Violence Leave Scheme's objective is to provide employees with a period of payment during an otherwise unpaid period of Family and Domestic Violence Leave under the NES.
- (b) Permanent Full-Time or Part-time employees who would be entitled to Unpaid Family and Domestic Violence Leave in accordance with the NES are eligible to apply for Paid Family and Domestic Violence Leave (in lieu of an unpaid period of leave) in accordance with the terms of this clause.
- (c) The amount of Paid Family and Domestic Violence Leave an employee is entitled to under this Agreement shall be ten days for full-time employees; and a pro-rated amount for part-time employee based on their number of guaranteed ordinary hours of work.

NOTE 1: Nothing in this clause is intended to discourage or prevent an employee requiring more support to request additional Paid Family and Domestic Violence Leave or any other form of support an employee may need from Calvary.

NOTE 2: Nothing in this paragraph seeks to limit the amount of unpaid family and domestic violence leave that a part-time or casual has entitlement to under the NES.

- (d) The amount of Paid Domestic Violence Leave under clause 33.5(c) shall be:
 - (i) available in full at the start of each 12 month period of the employee's employment; and
 - (ii) for employees whose guaranteed ordinary hours of work change:
 - A. the available amount of Paid Family and Domestic Violence Leave shall remain the same until the employee's anniversary date;
 - B. notwithstanding clause 33.5(d)(ii)A, an employee whose guaranteed ordinary hours have increased an employee may apply for additional Paid Domestic Violence Leave up to the proportionate amount based on their new hours of work; and
 - C. at the employee's work anniversary date, the amount of Paid Family and Domestic Violence for the forthcoming 12 month period will be adjusted in accordance with any change to the employee's guaranteed ordinary hours.
- (e) Payment for Paid Family and Domestic Violence Leave will be paid at the employee's minimum rate of pay applicable to their classification and pay point.
- (f) Paid Domestic Violence Leave may be taken as a single period or separate periods made of whole days/shifts or, where agreed with Calvary, as periods of less than one day/shift.

- (g) Paid Family and Domestic Violence Leave shall be counted as continuous service for all purposes under the Act.
- (h) Calvary may label Paid Family and Domestic Violence Leave with another name/title on payslips to enable the confidentiality and protection of an employee; provided that Calvary has a measure taken to record the other name/title used to enable the auditing of an employee's payslip, if required.

33.6 Notice and Evidence Requirements

NOTE: These evidence requirements are the same as the NES.

- (a) An employee must give their employer notice of taking Unpaid or Paid Domestic Violence Leave.
- (b) The notice must be given to Calvary as soon as practicable and must advise Calvary of the period, or expected period, of the Unpaid or Paid Family and Domestic Violence Leave.
- (c) An employee who has given Calvary notice of taking of Paid Family and Domestic Violence Leave must, if required by Calvary, give Calvary evidence that would satisfy a reasonable person that the leave is taken for the purposes specified in clause 33.3.

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

34. Leave Without Pay

34.1 It is agreed that an employee may apply for Leave Without Pay ('LWOP').

34.2 Leave Without Pay will be available at quiet times when occupancy and patient requirement allow.

- (a) Short periods of Leave Without Pay (up to two weeks) will not affect an employee's entitlement to annual leave and long service leave.
- (b) Extended periods of Leave Without Pay (two weeks or more) will not count as service for the purpose of accrual of service related entitlements.
- (c) There is no minimum period of notice required when requesting or negotiating Leave Without Pay.
- (d) Where Leave Without Pay has been mutually agreed and approved on any day or days falling before or after a public holiday, the employee will be entitled to payment for public holidays if entitled. Public holidays should be identified at the time of negotiation but employees on Extended Leave Without Pay (two weeks or more) will not be eligible for payment of the public holidays.
- (e) Employees are required to exhaust all paid leave entitlements before leave without pay will be approved unless agreed by the relevant Manager.

35. Representative Leave

Leave to attend trade union and union delegate courses/seminars shall be as follows:

- (a) To a maximum of 3 days per year (1 January to 31 December) for each campus for the totality of all applications of paid trade union, union delegate training leave, shall be available for the purpose of trade union training, union delegate courses, seminars provided that:
 - (i) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
 - (ii) that two weeks period of notice is provided to Calvary;
 - (iii) the approval of leave must have regard to the operational requirements of Calvary;
 - (iv) this leave shall be paid at the ordinary time rate of pay.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

36. Public holidays

36.1 Public holiday entitlements are provided for in the NES.

36.2 If not otherwise gazetted as a public holiday, there will also be two part-day public holidays observed between 7.00pm to 12.00am (midnight) on:

- (a) 24 December each year; and
- (b) 31 December each year.

36.3 Public Holidays Not Worked (including rostered days off)

- (a) An employee not required to work a public holiday will be paid in accordance with the NES.
- (b) Subject to clause 36.3(c), when determining if an employee is entitled to payment for a public holiday not worked, an employee will be deemed as being eligible if they have regularly worked that particular day of the week (e.g. Monday) on 50% or more occasions in the previous 16 week period. For the purpose of this clause 36.3(b), night shifts will be defined by when the shift commenced (i.e. A Monday shift is one that commenced on a Monday).
- (c) When calculating the 50% or more occasions in the previous 16 week period, any 12 hour shift will count as 1.5 instances of working on that day of the week.

36.4 Payment for work done on public holidays

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at:
 - (i) For a full-time and part-time employee, **250%** of the minimum hourly rate applicable to their classification and pay point.
 - (ii) For a casual employee, **200%** of the minimum hourly rate plus the casual loading (i.e. a rate of 225% inclusive of casual loading).
- (b) An employee who works a part-day public holiday prescribed by clause 36.2 or Schedule D shall be paid in accordance with Schedule D.

- (c) Overtime performed on a public holiday shall be paid in accordance with clause 22.4 - Overtime Rates.

36.5 **Christmas Day on a Saturday/Sunday**

- (a) Clause 36.5 only applies to **full-time** or **part-time** employee who works on Christmas Day (25 December) which is a Saturday or Sunday and, because of a substitution made by the South Australian Government, is not a gazetted public holiday.
- (b) An employee who works on Christmas Day shall be paid **200%** of their minimum rate of pay for all ordinary hours worked. Such payment shall be in substitution for the penalty rates attributable to Saturday or Sunday work.

36.6 **Public holiday substitution**

- (a) Calvary and an employee may agree to substitute another day (or part-day) for a day (or part-day) that would otherwise be a public holiday under the NES or this Agreement.
- (b) Calvary and the majority of affected employees may agree to swap public holiday status between a Christmas Day that falls on a Saturday or Sunday (a non-Public Holiday) with a gazetted substituted public holiday. In that event, payment for Christmas Day will be in accordance with clause 36.4 and the gazetted substituted public holiday will be paid in accordance with clause 36.5.

36.7 **Additional leave days by mutual agreement**

- (a) Instead of being paid in accordance with clause 36.4, where Calvary and an employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their base rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave. This leave may be taken in conjunction with a period of annual leave.
- (b) Payment for any days taken as leave, accrued in accordance with clause 36.7(a) will be at the employee's base rate of pay (which excludes shiftwork loadings and/or weekend penalty rates and annual leave loading).
- (c) The taking of any additional days accrued as leave in accordance with 36.7(a) will be by mutual agreement between Calvary and employee, provided that such agreement will not be unreasonably withheld.
- (d) Subject to clause 36.7(e), any untaken additional days accrued as leave in accordance with clause 36.7(a) will be paid out to the employee upon termination of employment.
- (e) Any additional days accrued as leave in accordance with clause 36.7(a) will not be considered annual or personal/carer's leave for any purpose.
- (f) Clause 36.7 will not apply to casual employees.

36.8 **Part-day public holidays**

For provisions relating to part-day public holidays see Schedule D—Part-day Public Holidays.

Part 7—Staffing, Training and Other Matters

37. Consultative Committee

- 37.1 A 'Nursing Consultative Committee' (the Committee, or as otherwise named) will be established at each Calvary facility named at clause 4.1(b).

- 37.2 The objective of the Committee is to:
- (a) assess safe staffing levels ('workloads') and skill mix at each facility (see also clause 38 – Nursing Workloads);
 - (b) communicate matters of importance to employees to the management of the facility;
 - (c) discuss any other matters affecting nursing staff; and
 - (d) without limiting the consultation obligations otherwise outlined in this Agreement, consultation regarding proposed changes to staffing and skill mix.
- 37.3 Each Committee shall have employee representatives consisting of up to five nursing employees and one ANMF representative. Employee representatives will be self-nominated and if over five nominations are received then Calvary may either accept all the nominations or conduct a confidential election within four weeks to enable five representatives to be elected. A mix of enrolled nurses and registered nurses/midwives from a range of work areas is encouraged.
- 37.4 Employees will raise workload concerns in accordance with clause 38 – Nursing Workloads.
- 37.5 Committee meetings shall be held regularly and not less than four times per year, unless neither employees nor management have anything to report. Furthermore, nothing in this Agreement prevents 'out of session' meetings to deal with urgent matters.
- 37.6 The Consultative Committee (or sub-committee) may make submissions or recommendations on employment matters to Calvary's Executive Leadership Team of the hospital. Such recommendations shall be genuinely considered by the Executive Leadership Team. The Executive Leadership Team will then provide the Consultative Committee (or sub-committee) with a response to each recommendation as soon as practicable. Where a response is expected to take longer than 21 days then the Executive Leadership Team shall explain the delay (for example, delays caused by an accreditation audit) and a timeframe to expect a response.
- 37.7 Calvary recognise relevant information and mechanisms for the assessment of safe staffing levels and skill mix include:
- (a) Patient dependency systems;
 - (b) Benchmarking with similar/same organisations/specialities on a State and National level;
 - (c) Professional clinical nursing judgement;
 - (d) Patient outcomes; and
 - (e) Budgets.
- Such relevant information will be provided to the Committee on a regular basis (no less than quarterly) or upon request. Members of the Committee are required to keep commercial in confidence information confidential.
- 37.8 Notwithstanding any prior attempts to form a Committee, if a Committee does not exist on a Calvary site then local management and employees shall undertake action to form a committee within 3 months.
- 37.9 **Workload Sub-Committee**
- (a) As soon as practicable following the commencement of this Agreement, Calvary management and employees (including an ANMF representative if desired by employee members) will form a temporary Workload Sub-Committee and form a Terms of Reference in genuine consultation with employees and the ANMF. The Terms of Reference will include the tasks of:

- (i) cataloguing and reviewing any existing workload concerns;
 - (ii) investigating and resolving any existing workload concerns in accordance with the principles established by clause 38.6 of this Agreement; and
 - (iii) unless referred to the Consultative Committee, examine potential proactive workload management strategies, while also having regard for their suitability and sustainability within the workplace.
- (b) The Director of Clinical Services of each hospital will be a member of this Sub-Committee.
 - (c) If the Sub-Committee members agree the format of the Workload Sub-Committee is useful, it may be utilised on an ongoing basis until no longer needed, or be later re-instated by the Consultative Committee.
 - (d) The Workload Sub-Committee may make recommendations and submissions to the Executive Leadership Team in accordance with clause 37.6.

38. Nursing Workloads

38.1 Calvary has a responsibility to provide reasonable workloads for nurses.

38.2 This clause is intended to provide both proactive and reactive mechanisms for the management of workloads in a flexible and efficient manner, with direct lines of communication between employees and Calvary senior management. The parties recognise the value of historical data to help predict and prevent future workload issues; and the use of consultative committees to discuss proactive workload management strategies.

38.3 Reasonable Workload Principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) A workload assessment that takes into account demand by way of clinical assessment, including acuity, skills mix, specialisation (where relevant), and geographical or other local requirements / resources.
- (b) The work performed by an employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle.
- (c) The work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights to health or safety of the patient, client or nurse.
- (d) A workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated.
- (e) An employee will not be allocated an unreasonable or excessive workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.
- (f) An employee shall not be required to work an unreasonable amount of overtime.
- (g) An employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' course or activities, and mandatory training and education.

38.4 **Monitoring Staffing Levels**

Staffing is an agenda item for all unit/ward meetings and is to be reviewed collaboratively. Such meetings will normally occur monthly and are the forum to receive feedback on the progress of any particular staffing or workload issue. These meetings will be minuted with the minutes displayed in a prominent place (which may be on the Calvary intranet). Calvary will provide information to allow for informed discussions and problem solving in such meetings. Such information will include, but may not be limited to, patient numbers and staffing by classification per shift per ward/unit.

38.5 **Process to adjust staffing**

- (a) This process is designed to deal with situations where a Clinical Manager (RN3) or After Hours Coordinator considers staffing to be less than optimal to meet the care needs of every patient. This may occur as a consequence of a range of factors including unscheduled admissions, increasing patient acuity or unplanned leave absences.
- (b) When the Clinical Manager or After Hours Coordinator (including those on higher grade duties) in consultation with the Team Leader or Shift Coordinator considers additional nursing hours should be provided in order to meet clinical needs, they may approve the additional nursing hours and will inform their immediate supervisor.
- (c) Where a decision is made to backfill an employee on leave, they will be replaced with a nurse/midwife of at least the same classification level wherever reasonably practicable.
- (d) Where a decision is made to not backfill an employee then the Clinical Manager or After Hours Coordinator will seek feedback from any relevant Team Leader or Shift Coordinator while considering any solution(s). Solutions may include, but are not limited to the following options:
 - (i) Deployment of appropriately skilled nurses/midwives from other wards/units or Calvary facilities;
 - (ii) Additional hours for part-time staff;
 - (iii) Engagement of casual or agency nursing//midwifery staff;
 - (iv) Overtime;
 - (v) Prioritisation of nursing activities on the ward/unit;
 - (vi) Reallocation of patients; or
 - (vii) Limit or delay patient admissions to the ward/unit.
- (e) The decision made is to be made as soon as practicable after the issue is identified. The decision will be recorded in writing (which may be electronic means) for review.

38.6 **Raising and Resolving Workload Issues**

- (a) It is the intent of the parties that any workload issues be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels, where necessary. This clause sets a minimum framework for that purpose, provided that where parties agree this process can be streamlined and modified to suit the circumstances or workplace.
- (b) Calvary will take reasonable steps to promote and encourage the system for raising genuine workload concerns within the workplace. Calvary will consult with the Consultative Committee, or in its absence the ANMF, on the form and content of such messaging.

- (c) Calvary will establish an appropriate *Workload Issue Form* (however named) in genuine consultation with the ANMF and the applicable Consultative Committee(s) in a reasonable timeframe after the approval of this Agreement.
- (d) Should any employee or group of employees in any one ward or unit have a reasonable basis to conclude that their workloads are unreasonably heavy on a regular basis then they will have a responsibility to discuss their concerns with the Clinical Manager (RN3) or After Hours Coordinator. This can be done verbally or by lodgement of a Calvary *Workload Issue Form*.
- (e) Any completed Calvary *Workload Issue Form* will be forwarded by the employee to the Clinical Manager, if applicable the After Hours Coordinator, and the Director of Clinical Services by electronic means (such as a paper based form being scanned and emailed or the completion of an electronic form).

NOTE: The form being emailed to the Director of Clinical Services is to ensure that all workload issues are visible to the DCS.

- (f) The Clinical Manager or After Hours Coordinator will investigate any issue that is raised and, where possible, resolve the issue(s) within the shift or as soon as practicable. If the workload issue was reported verbally, any resolution will be reported to the Director of Clinical Services via a Calvary *Workload Issue Form* to be completed jointly by the employee who raised the matter and the Clinical Manager.
- (g) If the Clinical Manager or After Hours Coordinator are unable to resolve the workload issue then they will refer the workload issue to the Director of Clinical Services as an escalation. The employee(s) who raised the workload issue will be notified of the escalation within 48 hours.
- (h) The Director of Clinical Services (or their delegate, such as the Deputy Director of Clinical Services) will engage in reasonable steps to investigate the matter. This may include, but is not limited to, engaging in consultation meetings with the employee(s) who raised the issue, the ANMF and the Clinical Manager; or by referring the matter to the Consultative Committee in an 'out of session' meeting.
- (i) If the employee(s) has a reasonable basis to conclude the workload issue was not resolved effectively by the Director of Clinical Services (or their Delegate) then the employee(s) will raise this continued concern with the Director of Clinical Services within a reasonable timeframe, and all parties will meet with a view of resolving the issue.
- (j) If the employee(s) has a reasonable basis to conclude the workload issue was not resolved after the process in clause 38.6(i), then they (or their representative) may refer the matter to the Fair Work Commission in accordance with clause 46 - Dispute Resolution without restarting the dispute resolution process.
- (k) For each Consultative Committee meeting, Calvary will report workload information (including summaries of the Calvary *Workload Issue Forms* received) to allow for informed discussions and problem solving. Such information will include, but may not be limited to, patient numbers and staffing by classification per shift per ward/unit.
- (l) Any employee in this process may be represented by another person, including an ANMF representative. However, during the workload management process the employee(s) who raised the matter may still be required to attend meetings or conversations to provide first-hand information to the Director of Clinical Services (or their delegate).

38.7 Calvary will not be deemed in breach of clause 38 in circumstances where Calvary have undertaken its best endeavours to meet the requirements of this clause.

38.8 All parties to the Agreement will engage in and support workload management in accordance with this clause in good faith.

39. Professional Development

- 39.1 Each full-time nurse (pro rata for a part-time nurse) is entitled to access up to 16 hours paid leave for the purposes of attendance at approved conferences/seminars per annum. Each application will be assessed on its merits in the context of the applicability of the conference/seminar, the number of other similar applications, and the resources available to the employee.
- 39.2 The time and manner of taking any entitlement under this provision is to be mutually agreed between Calvary and the employee. Details of the conference/seminar and the means of dissemination of information gathered by the employee is to be forwarded by the relevant manager to the Director of Clinical Services for consideration and approval.
- 39.3 Reasonable travel, accommodation and registration costs may be paid by the employer, when the employer selects and/or approves the employee for the conference/seminar.
- 39.4 All staff granted conference/seminar leave will be required to provide an in-service to other staff on the learnings from the leave and to provide a report to the Director of Clinical Services on the learning outcomes from the conference/seminar.

40. Clinical Administration Time

Calvary supports the on-going development of the Clinical Nurse and as such administration time will be granted by mutual agreement for the Clinical Nurse to undertake designated portfolio work.

41. Mandatory Training

- 41.1 All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. Calvary's preference is that mandatory training will be provided and undertaken at the workplace and in paid time.

41.2 On-Site Training

(a) *Contiguous with a Shift*

Where an employee is rostered (or it is agreed) for additional time to complete mandatory training immediately prior to, or immediately after their shift then the employee will be paid at their ordinary rate of pay. Shift penalties (clause 23) and weekend penalties (clause 24) will be applicable provided they are calculated on the employee's rostered shift and not the additional mandatory training time's start or finish time.

(b) *Employee's Day Off*

Where an employee is rostered to attend mandatory training on their day off work, then the employee will be paid at their ordinary rate of pay (plus shift or weekend penalties, as applicable) for a minimum 4 hours' engagement.

(c) Casual employees shall be paid casual loading in addition to their ordinary rates under this clause.

(d) Notwithstanding clause 22.4, Mandatory Training will not attract overtime penalty rates unless the mandatory training exceeds 10 hours per calendar year.

41.3 E-Learning

- (a) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the Manager, modules can be completed outside of working

hours and from home. This clause 41.3 applies to the exclusion of clause 41.2 when employees are undertaking e-learning from home.

- (b) Calvary may require employees to complete compulsory modules through e-learning and will allocate an amount of time for the completion of each compulsory module (the '**approved amount of time**').
- (c) Calvary will pay employees for the approved amount of time taken to complete this training, irrespective of whether the employee successfully completes the training in a shorter time period.
- (d) The employee will be paid at their ordinary rate of pay for the allocated time taken to complete the module. No penalty or overtime rates shall apply. Casual employees shall be paid casual loading.
- (e) Where an employee finds that it takes more than the approved amount of time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their Manager. The Manager will take steps to ensure the employee is able to complete the training by:
 - (i) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - (ii) approving payment for additional time required to complete the module from home. If an employee is still unable to complete the module after the additional time, they will again bring this to the attention of the Manager.

42. Facilities

- 42.1 In order to assist employees who are wishing to continue breastfeeding upon return to work, Calvary will use its best endeavours to provide access to a room within the workplace where privacy is maintained for expressing and breastfeeding.
- 42.2 Within six months from the commencement of this Agreement, Calvary will establish teams of Management and employees to review the facilities for employees to take breaks and secure their belongings during work hours. The teams shall report back to the Consultative Committee any recommended changes. Calvary will make the recommended changes that are reasonable having regard to, but not limited to, cost, operational requirements, and building limitations.

43. Notice Board

Calvary shall make available a Notice Board in the work location accessible to employees for the purpose of authorised ANMF representatives posting information relating to the observance, application and operation of the Agreement.

Part 8—Consultation and Dispute Resolution

44. Consultation about major workplace change

- 44.1 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:
 - (a) give notice of the changes to all employees who may be affected by them and their representatives (if any, which may include the ANMF); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and

- (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 44.2 For the purposes of the discussion under clause 44.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 44.3 Clause 44.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 44.4 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 44.1(b).
- 44.5 In clause 44 significant effects, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 44.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 44.5, such alteration is taken not to have significant effect.
- 45. Consultation about changes to rosters or hours of work**
- 45.1 Clause 45 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.
- 45.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 45.3 For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 45.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) 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.

- 45.4 The employer must consider any views given under clause 45.3(b).
- 45.5 Clause 45 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.
- 46. Dispute Resolution**
- 46.1 Clause 46 sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- 46.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 46.3 If the dispute is not resolved through discussion as mentioned in clause 46.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 46.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 46.2 and 46.3, a party to the dispute may refer it to the Fair Work Commission.
- 46.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and arbitration.
- 46.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 46.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 46.
- 46.8 While procedures are being followed under clause 46 in relation to a dispute:
- (a) work must continue in accordance with this Agreement and the Act; and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 46.9 Clause 46.8 is subject to any applicable work health and safety legislation.
- 46.10 In determining a dispute, the parties wish for interpretation to be in accordance with clause 2.2.

Part 9—Termination of Employment and Redundancy

47. Termination of Employment

- 47.1 The NES sets out requirements for notice of termination by an employer. See sections 117 and 123 of the Act.
- 47.2 In supplementation of the NES, this Agreement provides the following:
- (a) The period of notice shall be in accordance with the following table:

| Column 1 | Column 2 |
|--|-------------------------|
| Employee’s period of continuous service with the employer at the end of the day the notice is given | Period of notice |
| Less than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

- (b) An employee who terminates their employment must give Calvary the same amount of notice prescribed in the table within clause 47.2.
- (c) All employees over 45 years old, irrespective of their years’ of service, shall be entitled to the additional weeks’ notice prescribed the NES in the event that Calvary terminates their employment.

47.3 If an employee who is at least 18 years old does not give the period of notice required under clause 47.2, then:

- (a) Calvary may deduct from wages due to the employee under this Agreement an amount of wages equal to the notice period that was due from the employee under clause 47.2(a).
- (b) If Calvary has agreed to a shorter period of notice than that required under clause 47.2, then no deduction can be made under clause 47.3.
- (c) The parties to this Agreement agree that any deduction made under clause 47.3 is not unreasonable in the circumstances.

47.4 Calvary may at any time pay the whole or part of the remaining notice period in lieu of the employee working. In this event, Calvary will pay notice in lieu equal to what it would have been liable to pay the employee at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

47.5 Nothing in this clause requires Calvary to accept a notice period in excess of that prescribed at clause 47.2(b) of this Agreement.

47.6 Job search entitlement

- (a) Where Calvary 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.
- (b) The time off under clause 47.6 is to be taken at times that are convenient to the employee after consultation with Calvary.

48. Redundancy

48.1 Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

48.2 Redundancy Pay

This Agreement shall supplement the Redundancy Pay amounts provided under section 119(2) of the Act to the following:

Redundancy pay period

| | Employee's period of continuous service with the employer on termination | Redundancy pay period |
|---|---|------------------------------|
| 1 | At least 1 year but less than 2 years | 4 weeks |
| 2 | At least 2 years but less than 3 years | 6 weeks |
| 3 | At least 3 years but less than 4 years | 7 weeks |
| 4 | At least 4 years but less than 5 years | 8 weeks |
| 5 | At least 5 years but less than 6 years | 10 weeks |
| 6 | At least 6 years but less than 7 years | 11 weeks |
| 7 | At least 7 years but less than 8 years | 13 weeks |
| 8 | At least 8 years but less than 9 years | 14 weeks |
| 9 | 9 years or more | 16 weeks |

48.3 Transfer to lower paid duties on redundancy

- (a) Clause 48.3 applies if, because of redundancy, an employee is transferred to new duties to which a lower minimum rate of pay applies.
- (b) Calvary may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that Calvary pays the employee as set out in clause 48.3(c).
- (c) If Calvary acts as mentioned in clause 48.3(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the minimum rate of pay of the employee (plus any applicable all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the minimum rate of pay (plus any applicable all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

48.4 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.

- (b) The employee is entitled to receive the benefits and payments they would have received under clause 48 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

48.5 Reductions in Redundancy Pay

- (a) Where Calvary terminates the employee's employment by reason of redundancy but obtains for the employee alternative employment at an equivalent classification (e.g. Registered Nurse to Registered Nurse) then an employee with over 10 years' service shall be entitled to Redundancy Pay in accordance with the NES instead of clause 48.2.
- (b) Any other/further reductions in Redundancy Pay shall be in accordance with the Act and, as applicable, subject to an order of the Fair Work Commission.

48.6 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 48.6(a), the employee must, at the request of Calvary, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 48.6(b).
- (d) An employee who fails to produce proof when required under clause 48.6(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 47.6.

49. Signatures

Representatives of the parties to this Agreement have signed below to demonstrate their acceptance of the negotiated agreement:

| | |
|-----------------------|---|
| On Behalf of Calvary: | |
| Name: | |
| Authority to Sign: | Regional Chief Executive Officer, South Australia |
| Address: | c/ - Level 12, 135 King Street, Sydney NSW 2000 |
| Signature: | Date: |
| Witness Name: | |
| Witness Address: | c/- Level 12, 135 King Street, Sydney NSW 2000 |
| Signature: | Date: |

| | |
|-----------------------------|---------------------------|
| On behalf of the Employees: | |
| Name: | |
| Authority to Sign: | Bargaining Representative |
| Address: | |
| Signature: | Date: |
| Witness Name: | |
| Witness Address: | |
| Signature: | Date: |

| | |
|--|-------|
| On behalf of the Employees: | |
| Name: | |
| Authority to Sign: Bargaining Representative | |
| Address: | |
| Signature: | Date: |
| Witness Name: | |
| Witness Address: | |
| Signature: | Date: |

Schedule A—Classification Definitions

A.1 Within this Classification Definition Schedule are references to Registered Nurses / Registered Midwives (and the like). This is to be read as 'Registered Nurse or Registered Midwife', although there may be some employees who work as both a Registered Nurse and a Registered Midwife within the workplace.

A.2 Assistant in Nursing (AIN)

A.2.1 Assistant in Nursing means employees:

- (a) Holding a Certificate III in Health Service Assistance including the competency units recommended in the Health Training Package for assisting in nursing work in acute care; or
- (b) Holding a Certificate III in another area of practice relevant to the practice setting and to which the parties have agreed; or
- (c) Is enrolled as a student in an undergraduate program in nursing or midwifery and have completed any training required by the employer relevant to the safe and competent performance of work at this level.

A.2.2 Employees classified at this level, work at all times under supervision by a Registered Nurse/Midwife. Employees in these roles will undertake all or some of the following;

- (a) Assistance to nurses in routine tasks with patients/clients associated with the activities of daily living;
- (b) Routine technical support functions at the level of setting up for nursing procedures, cleaning equipment and managing local stock levels;
- (c) Verbal and written communication related to routine work activities;
- (d) Contributing to the maintenance of a physically and culturally safe environment for patients and staff;
- (e) Participation in quality improvement activities.

A.3 Student in Enrolled Nursing

A.3.1 Student in Enrolled Nursing means a person (who may or may not be engaged as a Student trainee under the terms of a contract of training) who is employed on the basis that the person is, or will be, undertaking a course approved by the Registration Authority for the preparation of Enrolled Nurses.

A.3.2 Employees at this level, work at all times under supervision by a Registered Nurse/Midwife. Employees in these roles will undertake all or some of the following:

- (a) Assistance to nurses/midwives in routine tasks with patients/clients associated with the activities of daily living;
- (b) Routine technical support functions at the level of setting up for nursing procedures, cleaning equipment and managing local stock levels;
- (c) Verbal and written communication related to routine work activities;
- (d) Contributing to the maintenance of a physically and culturally safe environment for patients and staff;
- (e) Participation in quality improvement activities;

- (f) Such nursing care and procedures that assist them in their learning capacity to develop the competencies required to achieve the qualification in which they are enrolled.

A.4 Enrolled Nurses

A.4.1 Pay point Y1 means the pay point to which an employee will be appointed as an Enrolled Nurse ('EN'), based on:

- (a) Training and experience, which includes:
 - (i) having satisfactorily completed a hospital based course of training in nursing of not more than twelve months duration leading to enrolment as an EN; or
 - (ii) having satisfactorily completed a course of training of twelve months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia; and
 - (iii) having practical experience of up to but not more than twelve months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (b) Nursing skills and knowledge which the employee possesses and may be required to utilise at this pay point. Skill indicators at this pay point are as follows. The employee:
 - (i) has limited or no practical experience of current situations; and
 - (ii) exercises limited discretionary judgement, not yet developed by practical experience.

A.4.2 Progression from Pay Point 1 shall be in accordance with Clause 17.2 – Pay Points of this Agreement.

A.4.3 Specific definitions

- (a) **In-service training** means the formal and/or informal work related learning activities undertaken by an employee through opportunities provided by the employing agency, which contribute to an employee's professional development and efficiency by:
 - (i) the acquisition and updating of skills and knowledge beneficial to effective performance within a team; and/or
 - (ii) reducing the degree of direct supervision required by the employee; and/or
 - (iii) enhancing the breadth and/or depth of knowledge and skills required by an employee in a specific area and/or range of areas of nursing practice, as the case may be.
- (b) **Supervision** means the oversight, direction, instruction, guidance and/or support provided to an employee by the RN responsible for ensuring such an employee is not placed in situations where required to function beyond the preparation and competence of the employee. Specifically:
 - (i) **direct supervision** means the employee works side by side continuously with an RN responsible for observing and directing the employee's activities in circumstances where, in the judgement of the RN, such an arrangement is warranted in the interests of safe and/or effective practice.
 - (ii) **indirect supervision** means such other supervision provided to an employee assuming responsibility for functions delegated by an RN in circumstances where, in the judgement of the RN accountable for such delegation, direct supervision of the employee is not required.

A.5 Registered Nurses or Registered Midwives

A.5.1 Registered Nurses / Registered Midwives - Level 1 (RN1/RM1)

Means an RN/RM who:

- (a) According to the employee's level of competence; and
- (b) Under the general guidance of, or with general access to a more competent RN who provides work related support and direction,
- (c) Is required to perform general nursing duties which include substantially, but are not confined to:
- (d) Delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting.
- (e) Coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting.
- (f) Providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting.
- (g) Providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and Student Nurses.
- (h) Accepting accountability for the employee's own standards of nursing care and service delivery.
- (i) Participating in action research and policy development within the practice setting.
- (j) Subject to higher duties clause of this Agreement, relieving Clinical nurses as described in the Classifications clause of this Agreement.

A.5.2 Registered Nurse / Registered Midwife - Level 2 (RN2/RM2)

(a) Means an RN/RM who:

- (i) Holds any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this sub-clause on a continuing basis.
- (ii) Appointed at this level (to be known as a Clinical nurse), is required in addition to the duties of an RN1/RM1, to perform duties delegated by a Clinical Nurse Consultant / Clinical Midwife Consultant or higher level classification, and clinical nursing duties which will substantially include, but are not confined to:
- (iii) Delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- (iv) Providing support, direction, orientation and education to RN1/RM1s, ENs, student nurses and student ENs;
- (v) Being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical Nurse Consultant / Clinical Midwife Consultant;
- (vi) Acting as a role model in the provision of holistic care to patients or clients in the practice setting;

- (vii) Assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting; and
 - (viii) Subject to higher duties clause of this Agreement relieving RN-3's as required.
- (b) **Nurse Educators** appointed at this level:
- (i) Holds any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this sub clause on a continuing basis.
 - (ii) Is required in addition to the duties of an RN1, to perform duties delegated by a Manager or higher level classification, and nursing duties which will substantially include, but are not confined to:
 - 1. Providing support, direction, orientation and education to a particular group of staff across a setting as determined by the Manager or higher level classification;
 - 2. Being responsible for planning, coordinating and delivering education and training relating to a particular group of staff in the practice setting, as delegated by the Manager;
 - 3. Acting as a role model to all staff in the provision of holistic care to patients or clients in the practice setting relating to training and supervision activities;
 - 4. Maintains records and produces reports on training, education and outcomes as requested by a Manager of higher level classification;
 - 5. Assisting in the delivery of action research projects, and participating in quality assurance programs and policy development within the practice setting; and
 - 6. Is entitled to the higher duties clause of this Agreement when appointed to relieve RN-3s as required.
 - (iii) Without limitation, may be known as Educator (Learning and Development Coordinator), Transition Program Coordinator, or Clinical Facilitator.
 - (iv) All parties recognise the valuable work that Nurse Educators / Midwife Educators perform as well as the need to remain flexible and address staff shortages where needed to maintain patient safety. To this end, Calvary will not utilise Nurse Educators / Midwife Educators to provide direct care as the substantive role of their duties. However, Nurse Educators / Midwife Educators may be required to provide direct care on an ancillary basis arising from pressing operational necessity.

A.5.3 Registered Nurse / Registered Midwife - Level 3 (RN3/RM3)

- (a) Means an RN/RM who holds any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this sub-clause on a continuing basis.
- (b) **Clinical Manager or a Nurse Manager** may be appointed to this level according to practice setting and patient or client group, is required in addition to the duties of an RN-2 which will substantially include but are not confined to:
 - 1. providing leadership and role modelling, in collaboration with others particularly in the areas of action research and quality assurance programs; staff and patient/client

- education; staff selection, management, development and appraisal; participating in policy development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
 2. delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
 3. coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
 4. coordinating or managing nursing or multi-disciplinary service teams providing acute nursing and community services.
 5. being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
 6. managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
 7. being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.
- (c) **Nurse Educators or Midwife Educators** may be appointed at this level and will have:
- (i) Holds any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this sub clause on a continuing basis;
 - (ii) according to practice setting, is required in addition to the duties of an RN2/RN3 which will substantially include but are not confined to:
 1. providing leadership and role modelling, in collaboration with others particularly in the areas of education and development, action research and quality assurance programs; staff selection, management, development and appraisal; participating in policy development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality education delivery;
 2. leading, and ensuring the adherence and maintenance of standards in the learning and development, educational resources developed and delivered in alignment with strategic direction and need of the practice setting;
 3. managing and measuring effectiveness of nursing or multi-disciplinary service teams providing education services;
 4. being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies;
 5. managing financial matters, budget preparation and cost control in respect of education and training within that span of control; and
 6. being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

- (iii) Without limitation, may be known as Education Consultant or Transition Consultant.
- (iv) All parties recognise the valuable work that Nurse Educators / Midwife Educators perform as well as the need to remain flexible and address staff shortages where needed to maintain patient safety. To this end, Calvary will not utilise Nurse Educators / Midwife Educators to provide direct care as the substantive role of their duties. However, Nurse Educators / Midwife Educators may be required to provide direct care on an ancillary basis arising from pressing operational necessity.

A.6 Nurse Practitioner or Midwife Practitioner

A.6.1 A Nurse Practitioner / Midwife Practitioner:

- (a) is a registered nurse/midwife appointed to the role;
- (b) has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

A.6.2 A Nurse Practitioner / Midwife Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

A.6.3 Role of a licensed Nurse Practitioner / Midwife Practitioner

- (a) The Nurse Practitioner / Midwife Practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.
- (b) The Nurse Practitioner / Midwife Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.
- (c) Scope of practice

The scope of practice of the Nurse Practitioner / Midwife Practitioner is determined by the context in which:

- (i) the Nurse Practitioner / Midwife Practitioner is authorised to practice. The Nurse Practitioner / Midwife Practitioner therefore remains accountable for the practice for which they directed; and
- (ii) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.
- (d) The Nurse Practitioner / Midwife Practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.
- (e) Nurse Practitioner / Midwife Practitioner exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

Schedule B—Rates of Pay

| Classification | Current Rate | FFPP 1/01/2021 2.75% | FFPP 1/01/2022 3.00% | FFPP 1/01/2023 3.00% |
|---|--------------|----------------------------|----------------------------|----------------------------|
| <u>Assistant in Nursing (and Undergraduates)</u> | \$ 27.20 | \$ 27.95 | \$ 28.79 | \$ 29.65 |
| <u>Student Enrolled Nurse</u> | \$ 27.20 | \$ 27.95 | \$ 28.79 | \$ 29.65 |
| <u>Enrolled Nurse</u> | | | | |
| Year 1 | \$ 28.55 | \$ 29.34 | \$ 30.22 | \$ 31.12 |
| Year 2 | \$ 29.15 | \$ 29.95 | \$ 30.85 | \$ 31.78 |
| Year 3 | \$ 29.78 | \$ 30.60 | \$ 31.52 | \$ 32.46 |
| Year 4 | \$ 30.39 | \$ 31.23 | \$ 32.16 | \$ 33.13 |
| Year 5 | \$ 31.01 | \$ 31.86 | \$ 32.82 | \$ 33.80 |
| Year 6 | \$ 31.63 | \$ 32.50 | \$ 33.47 | \$ 34.48 |
| Year 7 | \$ 32.26 | \$ 33.15 | \$ 34.14 | \$ 35.17 |
| <u>Endorsed Enrolled Nurse (Diploma)</u> | | | | |
| Year 1 | \$ 29.41 | \$ 30.22 | \$ 31.13 | \$ 32.06 |
| Year 2 | \$ 30.02 | \$ 30.85 | \$ 31.77 | \$ 32.72 |
| Year 3 | \$ 30.67 | \$ 31.51 | \$ 32.46 | \$ 33.43 |
| Year 4 | \$ 31.31 | \$ 32.17 | \$ 33.14 | \$ 34.13 |
| Year 5 | \$ 31.94 | \$ 32.82 | \$ 33.80 | \$ 34.82 |
| Year 6 | \$ 32.58 | \$ 33.48 | \$ 34.48 | \$ 35.51 |
| Year 7 | \$ 33.23 | \$ 34.14 | \$ 35.17 | \$ 36.22 |
| <u>Registered Nurse or Registered Midwife - Level 1</u> | | | | |
| Year 1 | \$ 32.86 | \$ 33.76 | \$ 34.78 | \$ 35.82 |
| Year 2 | \$ 34.39 | \$ 35.34 | \$ 36.40 | \$ 37.49 |
| Year 3 | \$ 35.94 | \$ 36.93 | \$ 38.04 | \$ 39.18 |
| Year 4 | \$ 37.46 | \$ 38.49 | \$ 39.64 | \$ 40.83 |
| Year 5 | \$ 39.00 | \$ 40.07 | \$ 41.27 | \$ 42.51 |
| Year 6 | \$ 40.54 | \$ 41.65 | \$ 42.90 | \$ 44.19 |
| Year 7 | \$ 42.09 | \$ 43.25 | \$ 44.54 | \$ 45.88 |
| Year 8 | \$ 43.14 | \$ 44.33 | \$ 45.66 | \$ 47.03 |
| Year 9 | \$ 44.76 | \$ 45.99 | \$ 47.37 | \$ 48.79 |

| Classification | Current Rate | FFPP 1/01/2021 2.75% | FFPP 1/01/2022 3.00% | FFPP 1/01/2023 3.00% |
|---|--------------|----------------------------|----------------------------|----------------------------|
| <u>Registered Nurse or Registered Midwife - Level 2</u> | | | | |
| Year 1 | \$ 47.78 | \$ 49.09 | \$ 50.57 | \$ 52.08 |
| Year 2 | \$ 48.28 | \$ 49.61 | \$ 51.10 | \$ 52.63 |
| Year 3 | \$ 49.34 | \$ 50.70 | \$ 52.22 | \$ 53.78 |
| <i>NOTE: In the 2014 Enterprise Agreement, Calvary agreed to compress the pay points of Registered Nurse Level 2 employees to accelerate advancement.</i> | | | | |
| <u>Registered Nurse or Registered Midwife - Level 3</u> | | | | |
| Year 1 | \$ 54.01 | \$ 55.50 | \$ 57.16 | \$ 58.87 |
| Year 2 | \$ 56.31 | \$ 57.86 | \$ 59.59 | \$ 61.38 |
| Year 3 | \$ 56.31 | \$ 57.86 | \$ 59.59 | \$ 61.38 |
| Year 4 | \$ 57.50 | \$ 59.08 | \$ 60.85 | \$ 62.68 |
| <u>Nurse Practitioner or Midwife Practitioner</u> | | | | |
| Year 1 | \$ 61.84 | \$ 63.54 | \$ 65.45 | \$ 67.41 |
| Year 2 | \$ 63.47 | \$ 65.22 | \$ 67.17 | \$ 69.19 |
| Year 3 | \$ 64.45 | \$ 66.22 | \$ 68.21 | \$ 70.26 |

Schedule C—Summary of Monetary allowances

See clause 20—Allowances for full details of allowances payable under this Agreement.

C.1 Wage-related allowances

| Allowance | Clause | Per | Current Rate | FFPP 1/01/2021 2.75% | FFPP 1/01/2022 3.00% | FFPP 1/01/2023 3.00% |
|---|--------------|-------|--------------|--------------------------------------|----------------------------|----------------------------|
| On-Call Allowance (Monday to Friday) | 20.2(a)(i) | 24hrs | \$ 37.24 | \$ 38.26 | \$ 39.41 | \$ 40.59 |
| On-Call Allowance (Saturday, Sunday, public holiday or non-rostered day) | 20.2(a)(i) | Hour | \$ 4.47 | \$ 4.59 | \$ 4.73 | \$ 4.87 |
| Additional Qualification Allowance (Grad Certificate / Adv. Diploma) | 20.2(b)(ii) | Hour | \$ 1.36 | \$ 1.40 | \$ 1.44 | \$ 1.48 |
| Additional Qualification Allowance (Graduate Diploma) | 20.2(b)(iv) | Hour | \$ 1.36 | \$ 1.40 | \$ 1.63 | \$ 1.68 |
| Additional Qualification Allowance (Masters / PhD) | 20.2(b)(vii) | Hour | \$ 2.22 | \$ 2.28 | \$ 2.35 | \$ 2.42 |
| <i>NOTE: A special increase to the Additional Qualification Allowance (Graduate Diploma) was effective FFPP 1/1/2022.</i> | | | | | | |
| Lead Apron Allowance | 20.2(c) | Hour | \$ 2.21 | \$ 2.27 | \$ 2.34 | \$ 2.41 |
| Responsibility Allowance | 18.1 | Shift | \$ 20.27 | \$ 20.83 | \$ 21.45 | \$ 22.10 |
| Laundry Allowance | 20.3(b)(ii) | Shift | \$ 0.32 | Per cl. 20.3(a) and the Modern Award | | |
| Laundry Allowance (maximum) | 20.3(b)(ii) | Week | \$ 1.49 | Per cl. 20.3(a) and the Modern Award | | |
| Overtime Meal Allowances (First) | 20.3(c)(i) | Meal | \$ 13.95 | Per cl. 20.3(a) and the Modern Award | | |
| Overtime Meal Allowances (Second) | 20.3(c)(ii) | Meal | \$ 12.57 | Per cl. 20.3(a) and the Modern Award | | |
| Travel (Kilometre Reimbursement) | 14.6 | Km | \$ 0.72 | Per cl. 20.3(a) and the Modern Award | | |
| On-Call During Meal Break (Weekday) | 16.2(a)(i) | Shift | \$ 9.85 | \$ 10.12 | \$ 10.42 | \$ 10.74 |
| On-Call During Meal Break (Saturday, Sunday or Public Holidays) | 16.2(a)(ii) | Shift | \$ 12.81 | \$ 13.16 | \$ 13.56 | \$ 13.96 |

Schedule D—Part-day Public Holidays

- D.1** This schedule operates where this Agreement otherwise contains provisions dealing with public holidays that supplement the NES.
- D.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this Agreement relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their base rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their base rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this Agreement, does not work, the employee will be taken to be on a public holiday for such hours and paid their minimum rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause D.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this Agreement for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this Agreement and is entitled under this Agreement to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.
 - (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause D.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- D.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.
- D.4** This schedule is not intended to detract from or supplement the NES.