

Summary Sheet

Calvary Health Care – Calvary Health Care and ANMF SA – Adelaide Private Hospitals – Nurses and Midwives’ Enterprise Agreement 2022

Before you vote for the proposed *Calvary Health Care and ANMF SA – Adelaide Private Hospitals – Nurses and Midwives’ Enterprise Agreement 2022* (“**the Agreement**”) we have prepared this summary sheet to:

- Explain the terms contained within the Agreement; and
- Explain how the clause compares to the **Modern Award** (being the [Nurses Award 2020](#)) (commonly known as “**the Award**”). The Award is the document issued by the Fair Work Commission which sets the **minimum terms and conditions** for all nurses and midwives where there is no enterprise agreement in place.

If you (or someone you know) is having trouble understanding the terms of the proposed Agreement or this Summary Sheet then please contact your manager as soon as possible. We can discuss your questions individually or if you are from a non-English speaking background then we can hire an interpreter service to assist you.

If you still have questions after reading the proposed Agreement and this Summary Sheet then we will also be holding Q&A Sessions at the following sites and times:

Location	Room	Date & Times
Calvary Central Districts	Training Room	Wednesday 7 September 2022 12.30pm – 1.30pm (Webex) 1.30pm – 2.30pm (Webex) 3.00pm – 4.00pm (Webex)
Calvary Adelaide Hospital	Mary Buckskin Auditorium	Thursday 8 September 2022 7.30am – 8.30am (Webex) 1.15pm – 2.15pm (Webex) 2.30pm – 3.30pm (Webex)
Calvary North Adelaide Hospital	Connery 1	Friday 9 September 2022 11.45am – 12.45pm 1.00pm – 2.00pm 3.00pm – 4.00pm

Clause of the Enterprise Agreement	What does this term mean?	How does this compare to the Award?
<p>Clause 1 – Title, Commencement and Expiry</p>	<p>The name of the enterprise agreement is <i>Calvary Health Care and ANMF SA – Adelaide Private Hospitals – Nurses and Midwives’ Enterprise Agreement 2022</i>.</p> <p>The Agreement will start 7 days after the Fair Work Commission approves it. This is the minimum legal waiting period.</p> <p>The Agreement expires on 31 December 2023. Once an enterprise agreement expires, it continues to operate until it is replaced or cancelled by order of the Fair Work Commission.</p> <p>Furthermore, the Agreement contains a commitment to explore re-negotiation <u>6 months prior</u> to the expiry of this proposed Agreement.</p>	<p>Not Applicable</p>
<p>Clause 2 – Definitions</p>	<p>These are common definitions that are used within the document. If you are unsure of what a word means within the Agreement, the term may have a special meaning which will be defined in this clause of the proposed Agreement.</p> <p>The clause also says that:</p> <ul style="list-style-type: none"> • If there is a definition made under a law, then that will apply. • If there is a disagreement about the meaning of a term, we can refer to the law and supporting documents that underpinned that law. • There are notes and examples in the document that employees and managers should refer to when interpreting how terms are supposed to apply to your employment. <p>Additional definitions for classifications are also in Schedule A of the Agreement on page 59.</p>	<p>Not Applicable</p>
<p>Clause 3 – Complete Agreement and National Employment Standards</p>	<p>This clause says that this Agreement applies instead of the Modern Award.</p> <p>However, this clause also contains a guarantee that no employee can be worse off than the National Employment Standards (the shorthand name is “NES”).</p> <p>The National Employment Standards relate to:</p> <ul style="list-style-type: none"> • Maximum weekly hours • Requests for flexible working arrangements • Offers and requests to convert from casual to permanent employment • Parental leave and related entitlements 	<p>Not Applicable</p>

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	<ul style="list-style-type: none"> • Annual leave • Personal/carer's leave, compassionate leave and unpaid family and domestic violence leave • Community service leave • Long service leave • Public holidays • Notice of termination and redundancy pay • Fair Work Information Statement and Casual Employment Information Statement. 	
<p>Clause 4 – Coverage</p>	<p>This clause sets who the Agreement applies to. It says it applies to all employees who are in the classifications outlined in Schedule A on page 59.</p> <p>For clarity, this Agreement only applies to our Nursing and Midwifery employees at Calvary Adelaide Hospital, Calvary North Adelaide Hospital, and Calvary Central Districts Hospital. It does not apply to Health Professionals, Pastoral Care or Support Service Staff as they have separate enterprise agreements.</p>	<p>Not applicable</p>
<p>Clause 5 – Individual Flexibility Agreements</p>	<p>This clause is modelled on the Modern Award text and allows employees and Calvary Riverina to agree to change the enterprise agreement to give flexibility. This option is <i>usually</i> used for long-term arrangements.</p> <p>When terminating these flexibility agreements, the notice period under the Award is 13 weeks. Under the Agreement it is 28 days.</p>	<p>Under the Modern Award, it does not allow Individual Flexibility Agreements to new employees until they are hired.</p> <p>We changed this so new employees can request a flexibility arrangement during the recruitment process. There are safeguards so that new employees have to be the ones to request the change and it doesn't start until they commence employment.</p>
<p>Clause 6 – Requests for Flexible Work Arrangements</p>	<p>This clause is copied from the Modern Award and provides a right for employees to make flexible work arrangement requests if they meet the criteria under the law.</p>	<p>This is the same as the Award.</p>
<p>Clauses 7, 8, 9, and 10</p> <ul style="list-style-type: none"> - Types of Employment - Full-Time Employment - Part-Time Employment - Casual Employment 	<p>These clauses sets some key terms for the types of employment: Full-Time, Part-Time and Casual employment.</p> <p>The general terms set how many hours are guaranteed for each type of employment and what minimum shift lengths apply.</p> <p><u>Full-Time Employees</u></p> <p>Full-Time under this Agreement is defined as 37.5</p>	<p><u>Full-Time Employees</u></p> <p>Under the Award a Full-Time employees</p>

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	<p>hours per week (or an average of 37.5 hours). Full-Time employees have a minimum shift length of 4 hours per shift.</p> <p><u>Part-Time Employees</u> Part-Time employees are employed with a set number of contracted hours and a set of rostering arrangements that tell the employee when they may be rostered for. The Agreement then contemplates two situations for additional ordinary hours: Additional shifts and Extended Shifts. Additional Ordinary Shifts are subject to an employee's agreement. If they are agreed then the additional hours are treating like ordinary time (up until the ordinary time limits when overtime would normally commence). If an employee agrees to extend their shift then:</p> <ul style="list-style-type: none"> • If agreed before the commencement of a shift then it will be treated as ordinary time (up to the limits of ordinary time). • If agreed while the employee is already at work then it will be paid as overtime automatically. <p><i>Please note: Being asked to perform a double shift during your shift is the equivalent of extending your shift. If you are already working that shift when you are asked to stay back then you will be paid overtime.</i></p> <p>This clause also allows a part-time employee to request a review of their guaranteed minimum hours when they are doing those additional ordinary hours. Calvary cannot unreasonably refuse a request and employees performing additional ordinary hours on a regular basis would benefit from this clause.</p> <p><u>Casual Employees</u> This clause sets a casual loading of 25% (the same as the Modern Award) and the terms around casual conversion. The minimum shift engagement for a casual is 4 hours. Under the Proposed Agreement, Casual Conversion the same as the Award except that it specifically excludes casuals who:</p> <ul style="list-style-type: none"> • Did a lot of shifts because of a community wide 	<p>is defined as 38 hours per week (or an average of 38 hours). The Award does not provide a minimum shift length.</p> <p><u>Part-Time Employees</u> Part-Time employees under the Award are provided with a minimum guarantee of hours. The difference to the Proposed Agreement being that an employer can roster employees for more ordinary hours than guaranteed in their contract.</p> <p><u>Casual Employees</u> The minimum shift engagement is 2 hours. There is also a casual conversion clause which refers to the National Employment Standards.</p>

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	<p>health issue (eg. COVID-19); or</p> <ul style="list-style-type: none"> Has resigned permanent employment in the last 2 years and chosen to go casual. 	
<p>Clause 11 – Classifications</p>	<p>This clause requires Calvary to confirm your classification under this Agreement in writing. The classifications are defined in Schedule A.</p> <p>While there are yearly increments (called “pay points”) that apply to some roles, this clause also says that promotions between actual roles are by appointment of Calvary. Sorry, you can’t promote yourself.</p> <p>However, we have included a clause for Reclassification to manage the steps if an employee believes they are working at a higher classification level.</p>	<p>The first two sub-clauses of the Proposed Agreement are the same as the Award.</p> <p>The clause about not being able to promote yourself is for the sake of clarity.</p> <p>The Award has not clause for reclassifications.</p>
<p>Clause 12 – Duties</p>	<p>This clause says that Calvary can direct you to complete tasks that are within your knowledge, skill and ability – as long as they are safe, of course.</p> <p>It also says we can train you to increase your skills.</p> <p>This clause also provides a responsibility for Calvary to provide appropriate orientation and training if an employee feels they have a lack of experience in an assigned work area.</p>	<p>The Award also states that an employer 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.</p> <p>The Modern Award doesn’t include any responsibility for an employer to have regards to feedback from employees on their experience and orientation required.</p>
<p>Clause 13 – Inherent Requirements</p>	<p>This clause says that if an employee does not maintain their registration (eg. AHPRA registration) or qualifications (eg. Driver’s licence) or other legal requirements for their role then we can put an employee on leave without pay until the matter is resolved.</p>	<p>This is not covered by the Modern Award.</p> <p>We trust you will see this as fair that if an employee can no longer do the role and Calvary cannot use them, then Calvary put them on leave without pay.</p>
<p>Clause 14 – Locations of Work</p>	<p>This clause says that Calvary will confirm where an employee will work.</p> <p>The clause also says Calvary can place employees at work other sites for temporary work (subject to caveats which are explained below).</p> <p><u>Reimbursement</u></p> <p>If you travel 15 minutes extra travel time then you get extra paid travel time and car mileage reimbursement to travel to the temporary work location.</p>	<p>The Award has <i>no restrictions</i> on placing employees at Temporary Work Locations. It is not uncommon for Nurses and Midwives of other employers to be required to work between different workplaces operated by their employer.</p> <p><u>Reimbursement</u></p> <p>The Award provides for reimbursement</p>

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	<p>We have also included penalty rates of 150% your minimum rate for travel time if Calvary don't provide you with 8 hours' notice and you have to commence work at the temporary work location. Instead of paying the penalty rate for travel without enough notice, an employee and Calvary can agree to travel to the temporary work location in their work time. That is, you start your shift at your home hospital and <i>then</i> travel to site.</p> <p><u>Caveats on Calvary</u></p> <p>When placing employees at a temporary work location Calvary must have regard to the following restrictions that apply wherever practicable to do so:</p> <ul style="list-style-type: none"> • Ask for volunteers first. • The temporary department will be within the employees experience and scope of practice. • Rotate between employees for fairness. • Limit the amount of shifts away to 3 shifts. • Provide as much notice as possible. • Provide orientation training. <p><u>Travelling for Duty</u></p> <p>This clause also sets the payment Calvary must make to you if you travel for duty for a long distance – such as attending training or a conference in, for example, Sydney.</p> <p>Calvary will pay all your reasonable expenses of travelling for duty.</p>	<p>when you travel for work and we pay the same kilometer amount as the Award.</p> <p>However, the Award does not pay excess travel time.</p> <p><u>Travelling for Duty</u></p> <p>The Award provides the same support as the Award for travelling for work.</p>
<p>Clause 15 – Ordinary Hours of Work</p>	<p>This clause sets the limits for ordinary hours (which is used to working out when overtime rates apply).</p> <p>We have two different sets of limits for Ordinary Hours:</p> <ul style="list-style-type: none"> • Not Working 12 hour shifts <ul style="list-style-type: none"> ○ Up to 75 ordinary hours per fortnight. ○ Up to 10 ordinary hours per shift. • Works 12 hour shifts <ul style="list-style-type: none"> ○ Up to 150 ordinary hours per four-week period. ○ Up to 10 ordinary hours per shift. <p>Ordinary hour limits are important because once an employee works beyond those limits then overtime is paid.</p> <p>Day Work spans of work are 6am to 6pm then they do not work 12 hour shifts. Day Workers who do work 12 hour shifts have a shift span of 7am to 7pm. If day</p>	<p>The Award limits ordinary hours up to 152 over 28 days. Because our full-time employees work an average of 37.5 hours per week, this is adjusted under the Proposed Agreement.</p> <p>The Award also provides up to 10 hour ordinary shifts.</p> <p>Day workers span of hours is 6am to 6pm in the Award too.</p>

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	<p>workers perform shift work then they are paid shift penalties.</p> <p><u>12 Hour Shift Patterns</u></p> <p>12 hour shift patterns are by agreement.</p> <p>If a 12 hour shift pattern is agreed to then the maximum ordinary hours are between 11.5 and 12 hours (exclusive of meal breaks).</p> <p><u>Rostering</u></p> <p>This clause sets the rostering rules that apply to you. Rosters will be displayed at least 14 days in advance.</p> <p>Wherever practicable, rosters will provide a minimum of 2 consecutive days off and those who are on-call during night shift shall not be rostered within 8 hours of coming off on-call.</p> <p>Unless mutually agreed an employee will not be rostered for ordinary hours on more than 6 consecutive days within a 2 week period.</p> <p>There are rules for rostering night duty carried over from the old enterprise agreement.</p> <p><u>Fatigue management</u></p> <p>We have added a measure to help with employees who are fatigued. We wanted to open a dialogue between employees and their managers on temporary shift patterns to recover and this has now been added to the Proposed Agreement.</p> <p><u>Changes to Rosters</u></p> <p>The roster can change:</p> <ul style="list-style-type: none"> • When an employer and employee mutually agree; • When there is an emergency or someone is on leave. <p>Calvary has an ability to also cancel <u>additional</u> ordinary hours of <u>part-time</u> employees (but it cannot result in the employee being less than their guarantee!). If this happens and the employee is not provided notice, the employee is paid a minimum shift length of 3 hours to compensate them for their time. Notice required is by 11pm the night prior for an early shift and 3 hours prior to other shifts.</p> <p>Casuals do not have guarantee work due to the nature of their employment. However, continuing the old enterprise agreement's provisions we will reimburse child care fees where a casual is out of</p>	<p>The Award does not specifically set out 12 hour shifts.</p> <p><u>Rostering</u></p> <p>The Award allows weekly or fortnightly rosters.</p> <p>The notice period is 7 days in advance.</p> <p>The Award does not provide any mechanism for Fatigue Management.</p> <p><u>Changes to Rosters</u></p> <p>Under the Award, the notice period for changing rosters is 7 days in advance. However, as is the case under the Agreement, the employer may alter a roster at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work pursuant to clauses 23— Ceremonial leave; 25—Personal/carer's leave and compassionate leave and 27—Unpaid family and domestic violence leave, or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, an alternative day off will be taken at an agreed time.</p>

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	<p>pocketed for a cancelled shift.</p> <p><u>Rest Breaks Between Rostered Work</u></p> <p>Wherever practicable, an employee will be allowed a rest break of 8 hours between finishing an ordinary shift and starting the next shift. If the employee is required to start without that break then they will receive overtime rates until they are released from work.</p> <p>However, the Proposed Agreement continues the old enterprise agreement practice of employees performing specialised events (e.g. Ante natal programs) can take time off in lieu at an agreed time instead of payment of overtime.</p> <p><u>Flexible Rostering Arrangements</u></p> <p>If an employee wants to attend a personal appointment but can't because of work, they can request to move their shift but it may not be approved if the changed shift means penalty rates or overtime would apply. This would increase the cost of the shift for Calvary. This sub-clause allows employees to request changes and if approved they will be paid as if they were at work and they can make up the time a different way. No increase in penalty rates for Calvary, but the employee receives what they would have earned and gets flexibility in return.</p>	<p><u>Rest Breaks Between Rostered Work</u></p> <p>The overtime rates for not having the required break between shifts under the Award are 200% of the minimum award rate of pay. Of course, this resulting rate of pay is substantially lower than the Proposed Agreement overtime rates.</p> <p>The minimum break is 10 hours unless agreed to 8 hours break.</p> <p>There is no flexible rostering arrangements like this under the Award.</p>
<p>Clause 16 – Breaks</p>	<p>This clause sets the meal break and paid tea break rules.</p> <p><u>Meal Breaks</u></p> <p>Meal breaks are 30 to 60 minutes and unpaid. An employee who is working 6 hours or less can forfeit a meal break (to finish work sooner).</p> <p>The old Enterprise Agreement did not provide a penalty rate for a delayed meal break if an employee could not leave the floor.</p> <p>The Proposed Agreement will now, from 1 January 2023, pay overtime rates to an employee who is unable to leave the floor. We have also provided a high level process to guide when an employee is eligible. We were informed some employees like to take late lunch breaks for personal reasons. We don't want to change this, but the clause is designed so those employees are not able to claim penalty rates because they get agreement from their Team Leader / Supervisor to take a late lunch break.</p>	<p><u>Meal Breaks</u></p> <p>Meal Breaks under the Award are also 30 – 60 minutes and employees can forfeit a meal break if they work 6 hours or less.</p> <p>We are adopting the Award's penalty rate for missed meal breaks from 1 January 2023.</p>

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	<p>If an employee is on-call during a meal break then they will be provided with an allowance for this. In addition and from 1 January 2023 where an employee is recalled to work during their lunch break then they will be paid overtime rates until they can take their break (or the shift ends).</p> <p>After Hours Coordinators will now receive paid meal breaks to compensate them for the interruptions during their meal breaks. This is in lieu of the penalty rates we're introducing from 1 January 2023.</p> <p><u>Paid Rest Breaks</u></p> <p>Rest breaks are paid and 10 minutes for every shift. We have formally introduced a second 10 minute paid rest break for employees who work 8 hours or more in a shift.</p> <p><u>Clarity for Double Shifts, Overtime Shifts and Recall</u></p> <p>We had added a clause to clarify when double shifts, overtime shifts and recall to work will apply.</p>	<p>We are adopting the Award's penalty rate for recall when on-call during meal breaks.</p> <p>The Award provides for Rest Breaks too. It is slightly different by giving a tea breaks after 4 hours worked. The proposed agreement provides a tea break for all shifts.</p>
<p>Clause 17 – Minimum Wage Rates</p>	<p>This clause:</p> <ul style="list-style-type: none"> Links the minimum rates of pay to the table in Schedule B. Explains the progression between yearly pay points requires one year of service and at least 1820 hours of experience. Experience doesn't include periods of leave. <i>These haven't changed between the old and proposed Agreement.</i> There are rules in this clauses as to how Calvary will calculate your pay point upon commencement. The main purpose is to recognise your years of experience with other employers. Does not guarantee wage increases to employees paid <i>above</i> the minimum rates of pay. This is important to ensure equal pay for work of equal value. But rest assured that you can never be paid a minimum wage rate <u>less</u> than the Agreement. 	<p>The Agreement sets pay progression as annual movement for full time employees and 1786 hours of experience.</p> <p>Unlike the proposed Agreement, the Award does not require an employer to recognise experience of prior employers.</p> <p>The Above-Agreements payment clause is specific to this Award, but has the same effect as how the Awards work in practice.</p>
<p>Clause 18 – Higher Duties & Multiple Assignments</p>	<p><u>Higher Duties</u></p> <p>When employees work a role that is of a higher classification, then they will be paid:</p> <p>For 3 days or more: at the higher minimum rate for</p>	<p><u>Higher Duties</u></p> <p>For higher duties, the Award also provides for the higher minimum rate of pay to be used.</p> <p>For less than three days there is no</p>

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	<p>that classification; or</p> <p>For less than 3 days: a Responsibility Allowance of at least \$21.45 per shift (the 2022 rate).</p> <p><u>Multiple Assignments</u></p> <p>This clause allows an employee to agree to work two roles contained under this Agreement. Employees under such arrangements are able to maximize their hours and income.</p> <p>This clause sets the rules out very clearly for how this operates in respect of leave and clarifies when the correct wage rates apply.</p>	<p>payment.</p> <p><u>Multiple Assignments</u></p> <p>There is nothing under the Award for Multiple Assignments. While this is usually administered under two contracts, this method ensures you reach overtime rates faster because the hours in both roles pool towards the limits of the Ordinary Hours of Work.</p>
<p>Clause 19 – Payment of Wages</p>	<p>This clause sets out when and how employees will be paid.</p> <ul style="list-style-type: none"> • Paid fortnightly. • Paid by electronic transfer unless mutually agreed to be cash or cheque. <p>Payment on termination will occur no later than 14 days of finishing their employment. However, an employee can request their final pay within 7 days if they give a written request with reasonable notice.</p>	<p>Under the Award a final pay is made within 7 days. This is still provided for under the Agreement when the employee gives us notice to do so.</p>
<p>Clause 20 – Allowances</p>	<p>Allowances are extra money amounts paid under certain circumstances.</p> <p>This Agreement provides allowances for:</p> <ul style="list-style-type: none"> • On-Call • Additional Qualification Allowance* • Lead Apron Allowance* <p>These allowances are indexed to the wage increases under the Agreement.</p> <p>Expense Related Allowances:</p> <ul style="list-style-type: none"> • Uniform Allowance (where applicable) • Laundry Allowance • Meal Allowances • Kilometre Reimbursement <p>Expense Related Allowances are indexed to the rates under the Modern Award. So you are never worse off than the Award for these allowances.</p> <p><u>Additional Qualification Allowance</u></p> <p>Two major improvements to the Additional Qualification Allowance are:</p> <ul style="list-style-type: none"> • Employees who are employed to be <u>both</u> 	<p>Additional Qualification Allowance and Lead Apron Allowance are not in the Award.</p>

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	<p>Registered Nurses and Registered Midwives are entitled to an Additional Qualification Allowance; and</p> <ul style="list-style-type: none"> We have separated the allowance for those who hold a Graduate Diploma Allowance and increased the amount by 19.85% to \$1.63/hr. 	
<p>Clause 21 – Superannuation</p>	<p>This clause explains that Calvary must pay superannuation in accordance with superannuation laws.</p> <p>It also sets the Superannuation funds that Calvary can set for the default fund for new employees – which only applies if the employee <u>doesn't</u> nominate an existing Super Fund.</p> <p>Given Calvary's not-for-profit status, we offer salary packaging to employees and this is explained in the Agreement. This clause also explains that salary packaging is subject to tax laws and any costs which may be associated with using salary packaging are the employee's costs.</p>	<p>The clause is the same as the Award <u>except</u> we have a reduced number of default superannuation providers.</p> <p>In addition, salary packaging is not covered by the Award and is a benefit to employees.</p>
<p>Clause 22 - Overtime</p>	<p>This clause sets the overtime rates. Overtime is paid when you work outside the limits of Ordinary Hours which are:</p> <ul style="list-style-type: none"> Non-12 Hour Shiftworkers - Over 75 hours in a fortnight or over 10 hours in a shift. 12 Hour Shiftworkers – Over 150 hours in a four-week period or over 12 hours in a shift. <p>Part-Time employees are also entitled to overtime when their shifts are extended after they start that shift.</p> <p><u>Overtime Rates</u></p> <p>Overtime rates for Full-Time and Part-Time employees is:</p> <ul style="list-style-type: none"> Monday to Saturday – 150% of the minimum wage rate for the first two hours, 200% thereafter. Sunday – 200% of the minimum wage rate. Public Holidays – 250% of the minimum wage rate. <p>Overtime for Casuals is:</p> <ul style="list-style-type: none"> Monday to Saturday – 175% of the minimum wage rate for the first two hours, 225% thereafter. 	<p><u>Overtime Rates</u></p> <p>These are the same penalty rates as the Award.</p> <p>However, casual penalties are multiplied by the penalty percentage instead of being added to the penalty percentage.</p>

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	<ul style="list-style-type: none"> • Sunday – 225% of the minimum wage rate. • Public Holidays – 275% of the minimum wage rate. <p>These rates include the casual loading.</p> <p>All overtime rates override any shift or weekend penalty percentages.</p> <p><u>Transport Home after Overtime</u></p> <p>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 be reimburse the cost of such transport.</p> <p><u>Time in Lieu</u></p> <p>Employees and Calvary who perform overtime can agree to time off instead of being paid the penalty rates (this is called “Time in Lieu”). There are rules around recording the agreement and it must be taken within 6 months of when you worked the overtime. If it’s not used by then, an employee will get the penalty rate instead.</p> <p><u>Rest Period After Overtime</u></p> <p>When an employee hasn’t had at least 8 hours off duty after performing overtime they will be paid for any ordinary time that may fall in that 8 hour break.</p> <p>But if Calvary requires an employee to return to work without the 8 hour break then penalty rates of 150% to 250% will apply.</p> <p><u>Break During Overtime</u></p> <p>Employees who work 4 hours of overtime get a 20 minute paid break if they are required to continue working after the break.</p> <p><u>On-Call</u></p> <p>On-call is when an employee is required to on stand-by to be recalled back to work to perform overtime. In exchange for your readiness (staying sober and not too far from work), you get paid an on-call allowance as well as payment for the time worked.</p> <p>The proposed Agreement provides on-call rates of</p> <p>Mon – Fri - \$39.41 per 24 hour period (2022 rate)</p> <p>Saturday, Sunday or Public Holiday - \$4.73 per hour (\$37.84 for an 8 hour period, \$113.52 per 24 hour period) – the 2022 rate.</p> <p><u>Recall to Work and Remote Work</u></p>	<p><u>Transport Home after Overtime</u></p> <p>There is no equivalent clause under the Award.</p> <p><u>Time in Lieu</u></p> <p>The Award provides time in lieu multiplied by the overtime rate applicable (eg. 1.5hours : 1 hour of overtime). Because our rates are significantly higher than the Award the proposed Agreement is hour-for-hour.</p> <p><u>Rest Period After Overtime</u></p> <p>The rest period is 10 hours and the penalty is 200% for all hours (200% of the casually loaded rate of pay).</p> <p><u>Breaks During Overtime</u></p> <p>This is the same as the Award.</p> <p><u>On-Call</u></p> <p>The Award provides an on-call allowance per 24 hour period of:</p> <p>Mon – Fri – \$24.09</p> <p>Saturday – \$36.29</p> <p>Sunday – \$42.34</p>

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	<p>If an employee is asked to come back to work after leaving, then they get a 3 hour minimum payment and we will reimburse your travel expenses (including car mileage). Time spent travelling is counted as time worked.</p> <p>An employee who is not required for the full 3 hour minimum will be released from work.</p> <p>Remote Work is when the employee is required to perform work from home they will be paid a minimum 1 hour to work. If there are multiple requests within that hour, it's counted as the same hour. If the work exceeds 1 hour then the extra time is rounded by 15 minutes.</p>	<p><u>Recall to Work</u></p> <p>The Award has the same terms, but expressed with slightly different words.</p> <p>The Award provides the same terms for Remote Work.</p>
<p>Clause 23 - Shiftwork</p>	<p>Afternoon shift (any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day) has a shift loading of 12.5%.</p> <p>Night shift (any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day) has a shift loading of 20.5%.</p> <p>Shift penalties do not apply where an employee commences their ordinary hours after 12 noon and finishes before 6pm that day; or where Weekend or Public Holiday penalties apply.</p> <p>We have also added rules for clarity around Daylight Savings.</p>	<p>Afternoon shift loading is 12.5%</p> <p>Night shift loading is 15%</p> <p>The rules for finishing before 6pm and not being added to weekend or public holiday penalties are the same.</p>
<p>Clause 24 – Saturday and Sunday Work</p>	<p>This clause provides the penalty rates for Saturday and Sunday work.</p> <p><u>Full-time and Part-Time Employees</u></p> <p>Saturdays – 150% of your minimum wage rate</p> <p>Sundays – 175% of your minimum wage rate</p> <p><u>Casual Employees</u></p> <p>Casual loading of 25% is paid in addition to the penalty rates.</p>	<p>The Award penalty rates for full-time and part-time employees is the same.</p> <p>Casual employees under the Award receive the casual loading multiplied by the penalty rate, instead of it added.</p>
<p>Clause 25 – Annual Leave</p>	<p>Full-Time and Part-Time employees are entitled to total annual leave as follows:</p> <ul style="list-style-type: none"> • 4 weeks for Monday to Friday day workers; • 5 Weeks for employees who are regularly rostered across six days of the week; • 6 Weeks when an employee is rostered to work across 7 days of the week. <p>This is unchanged from the previous enterprise</p>	<p>The Award is a minimum of 5 weeks annual leave for all nurses and midwives. A 6th week applies only if they regularly rostered to work across 7 days and regularly (34 or more) works on weekends. Under the Agreement there is no requirement to meet the 34 weekend threshold.</p>

Clause of the Enterprise Agreement	What does this term mean?	How does this compare to the Award?				
	<p>agreement.</p> <p>In addition, employees are entitled to Special Annual Leave for being On-Call as follows:</p> <table border="1" data-bbox="456 573 1018 779"> <tr> <td data-bbox="456 573 735 674">271 – 850 hrs of On Call in a year</td> <td data-bbox="735 573 1018 674">1 week Special Annual Leave</td> </tr> <tr> <td data-bbox="456 674 735 779">851+ hours of On Call in a year</td> <td data-bbox="735 674 1018 779">2 weeks Special Annual Leave</td> </tr> </table> <p>Under this scheme (which is carried over from the old enterprise agreement) an employee who works across 7 days of the week and does 851+ of On-call can accumulate 8 weeks of annual leave.</p> <p><u>Registered Nurse Level 3 – Optional 5 Weeks of Annual Leave</u></p> <p>This is a provision to transition Registered Nurse Level 3s who may be “buying” a fifth week of annual leave into Purchased Leave. A RN3 who currently buys annual leave can continue to do so. Once they stop, they must use the Purchased Annual Leave clause to buy their annual leave.</p> <p><u>Leave Loading</u></p> <p>Employees who go on annual leave will receive 17.5% loading or their shift penalty rate. Whichever is greater.</p> <p><u>Close Down Periods</u></p> <p>The Agreement allows Calvary to give people notice to take annual leave during periods of low activity. But before doing so, there is a process of:</p> <ol style="list-style-type: none"> 1. Attempting to fill vacancies in other areas that aren’t having low activity periods; 2. Call for volunteers; 3. Then, if all else fails we have to give notice for you take leave. <p>The notice is 4 weeks unless we have to close down due to a Government order or other event outside our control.</p> <p>However, if an employee doesn’t have enough annual leave then the employee can be directed to take leave without pay or they can apply for leave in</p>	271 – 850 hrs of On Call in a year	1 week Special Annual Leave	851+ hours of On Call in a year	2 weeks Special Annual Leave	<p>There is no special leave for being on-call under the Award. The On-Call allowance is the only payment for this.</p> <p><u>Leave Loading</u> is the same under the Award.</p> <p><u>Close Down Periods</u></p> <p>The Award provides close down periods for medical practices. Because we are a private hospital, we have adapted this process too.</p>
271 – 850 hrs of On Call in a year	1 week Special Annual Leave					
851+ hours of On Call in a year	2 weeks Special Annual Leave					

Clause of the Enterprise Agreement	What does this term mean?	How does this compare to the Award?
	<p>advance or long service leave.</p> <p><u>Cashing out Annual Leave</u></p> <p>While we don't encourage you to cash out annual leave, there is a clause that allows employees to cash out annual leave as long as there is 4 weeks left in the leave bank, and it's recorded in writing in accordance with the terms of the Agreement.</p> <p><u>Excessive Annual Leave</u></p> <p>If an employee doesn't use their annual leave then the Agreement sets rules for Calvary and the Employee to work together to have the employee take their annual leave. This can be started by Calvary when an annual leave balance reaches 8 weeks annual leave saved up (10 weeks or 12 weeks, as applicable, for shiftworkers).</p> <p>The Agreement allows Calvary to direct an employee onto annual leave if a mutually suitable time can't be reached. However, if the employee has had excessive leave for more than 6 months then they can require Calvary to give them leave when they want to take it.</p> <p><u>Annual Leave in Advance</u></p> <p>As an alternative to Purchased Leave, an employee can apply for Annual Leave in Advance. Then the employee must work and pay back the negative leave balance. This clause sets out the terms of that arrangement.</p>	<p><u>Cashing out Annual Leave</u></p> <p>The Award has cashing out and we have copied it across. However, the Award has a 2 week cashing out cap. The Agreement says Calvary can set a maximum cap.</p> <p><u>Excessive Annual Leave</u></p> <p>The Award is the same as the Agreement on this.</p> <p><u>Annual Leave in Advance</u></p> <p>This is the same as the Award.</p>
<p>Clause 26 – Purchased Leave</p>	<p>We have introduced a way for employees to sacrifice some of their pay for more annual leave. This is called "Purchased Leave". This clause sets the steps and rules for requests, approvals, cancellations and variations.</p>	<p>Under the Award, you can take annual leave in advance (and go into a negative balance). Instead, the Purchased Leave clause under the Agreement allows you to save up extra annual leave in <i>advance</i>.</p>
<p>Clause 27 – Personal/Carer's Leave</p>	<p>Personal/Carer's Leave is commonly known as "sick leave".</p> <p>Full-time employees will receive 12 days Personal/Carer's Leave per year. Part-Time employees receive a pro-rated (proportional) amount.</p> <p>This clause also provides the terms and conditions for taking personal/carer's leave. This is copied directly from the National Employment Standards for your convenience.</p>	<p>Full-time employees will receive 10 days Personal/Carer's Leave per year. Part-Time employees receive a pro-rated (proportional) amount.</p> <p>All the other terms are the same as the Award.</p>

Clause of the Enterprise Agreement	What does this term mean?	How does this compare to the Award?
Clause 28 – Compassionate Leave	Under the National Employment Standards you are entitled to 2 paid days of compassionate leave per permitted occasion. This is copied from the National Employment Standards for your convenience.	The Award is the same, although it is not set out in as much detail as the proposed Agreement.
Clause 29 – COVID-19 Leave	This clause was inserted to let employees know that Calvary has a COVID-19 Leave policy.	There is no COVID-19 leave provided under the Award.
Clause 30 - Community Service Leave	Community Service Leave is provided for under the National Employment Standards. This includes leave to undertake community emergency activities and jury service.	This is the same as the Award.
Clause 31 – Ceremonial Leave	This is unpaid leave for Aboriginal or Torres Strait Islander people to attend traditional ceremonies.	This is the same as the Award.
Clause 32 – Parental Leave and Calvary Paid Parental Leave Scheme	This clause provides paid parental leave of: <ul style="list-style-type: none"> • Primary Carer (under 5 years' service) – 12 weeks; • Primary Carer (5+ years' service) – 15 weeks; • Partner – 1 week. <p>Employees are paid at their base rate of pay. Employees and Calvary can agree to take the leave at half pay, and double the amount of time.</p> <p>There are some additional terms to clarify how Paid Parental Leave interacts with the Government paid parental leave scheme (which is a separate amount) and other leave types.</p>	The Award does not have any paid parental leave. Only unpaid.
Clause 33 – Family and Domestic Violence Leave	In addition to the unpaid Family and Domestic Violence Leave provided by the National Employment Standards, Calvary provides payment for 10 days if an employee needs time off work to seek support for family and domestic violence leave. It renews every year on the employee's anniversary. The clause outlines how to apply and access this leave. If you need assistance due to family or domestic violence now, please do not hesitate to talk to your manager for support now. You do <u>not</u> need to wait for this enterprise agreement to be approved.	The Award only provides for unpaid domestic violence leave.
Clause 34 – Leave	This clause sets rules around when service will be	The Award is silent on this. Under the

Clause of the Enterprise Agreement	What does this term mean?	How does this compare to the Award?
Without Pay	<p>counted or not for leave without pay.</p> <p>It also sets when public holidays are paid or unpaid when someone is on leave without pay.</p>	<p>National Employment Standards if an employee is on leave without pay and not expected to work a public holiday then they will not be paid for that day. Therefore the Agreement is more beneficial in some circumstances.</p>
Cause 35 – Representative Leave	<p>This clause provides up to 3 days per year for ANMF delegates to have paid time away from work to attend ANMF functions. This is three days per campus.</p>	<p>The Award doesn't provide representation leave.</p>
Clause 36 – Public Holidays	<p>This clause confirms that employees are eligible for public holidays that are set by the National Employment Standards.</p> <p>There are also two part-day public holidays granted by the Agreement between 7.00pm and 12.00am (midnight) on Christmas Eve and New Years Eve each year.</p> <p>Because of the rotating shiftwork nature of most nurses, there is a formula for working out if you are eligible for payment on a public holiday when you don't work, being 50% or more occasions in the past 16 weeks.</p> <p>This clause also sets the penalty rate for ordinary time work performed on a public holiday at 250% for full-time and part-time employees; and 225% for casual employees (inclusive of casual loading). Payment is on all public holiday hours.</p> <p>However, if any employee works Christmas Day which is not a declared public holiday then they will be paid a penalty rate of 200% for their ordinary hours (in lieu of weekend penalties).</p> <p>Also, if Christmas Day was on a Saturday or Sunday and the SA Government gazette the public holiday on the <i>Monday</i>, the majority of affected employees can agree to swap the public holiday status to the Saturday/Sunday and the 200% penalty rate to the Monday.</p> <p>If instead of being paid a penalty rate, an employee can apply to Calvary to use the penalty rates like time in lieu.</p>	<p>The is no specific part-day public holidays under the Award. It depends on whatever the Government sets.</p> <p>Under the Award, you are only paid for not working a public holiday if your pattern of work would have shown you as working that day, but released from work. There is no 50% in 16 week rule – that is unique to the Agreement.</p> <p>The Award has 200% penalty for time worked on a public holiday and 250% for casual employees (inclusive of casual loading). Payment is on all public holiday hours.</p> <p>Under the Award, when Christmas Day falls on a Saturday or Sunday the penalty is 150% <i>instead of</i> 200% (casuals are 187.5% <i>instead of</i> 200%).</p> <p>Public Holiday substitution is also available under the Award.</p>
Clause 37 – Consultative Committee	<p>This clause sets up a Consultative Committee with terms of reference that are consulted on with employees and the ANMF.</p> <p>We have added a Workload Sub-Committee to the</p>	<p>The Award doesn't provide a consultative committee.</p>

Clause of the Enterprise Agreement	What does this term mean?	How does this compare to the Award?
	<p>proposed Agreement. The purpose of this sub-committee will be used for:</p> <p>(i) cataloguing and reviewing any existing workload concerns;</p> <p>(ii) investigating and resolving any existing workload concerns; and</p> <p>(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.</p> <p>The Director of Clinical Services will have direct involvement of the Workload Sub-Committee of each hospital so you can be assured that they are hearing your issues directly.</p>	
<p>Clause 38 – Nursing Workloads</p>	<p>The Agreement provides principles for identifying and resolving workloads; a process for monitoring staffing levels and process to adjust staffing levels.</p> <p>We have also worked extensively with ANMF and the employees within the bargaining team to try and find a middle ground on a revised Raising and Resolving Workload Issues set of steps. The proposed system recognises feedback that nurses and midwives want the Directors of Care Services to be aware of the issues they face and provide for escalations to the right decision makers.</p> <p>The process is highly detailed at clause 38.6 on page 50, but the principles can be summarised as:</p> <ul style="list-style-type: none"> • Clinical Managers and After Hours Coordinators will continue to be empowered to investigate and resolve short term workload issues. • We will introduce a system to start recording workload concerns at the time they occur. This helps us investigate what caused the workload issue so we can stop it from happening again. • Directors of Clinical Services <u>must</u> be informed. The Clinical Managers must escalate every report so it is noted by the DCS. • The Agreement requires Management to consult with employees on the problem and the solutions. • Concerns can be escalated to the Fair Work 	<p>There is no workload clause under the Award.</p>

Clause of the Enterprise Agreement	What does this term mean?	How does this compare to the Award?
	Commission if they remain in dispute.	
Clause 39 – Professional Development	This clause provides guidance for conference/seminar leave.	No such clause exists under the Award.
Clause 40 – Clinical Administrative 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.	No such clause exists under the Award.
Clause 41 – Mandatory Training	<p>We have listened to feedback and developed an extensive Mandatory Training clause for both on-site and e-learning.</p> <p>As a baseline, mandatory training should be completed within ordinary work time.</p> <p>If it is not, then an employee can be rostered up to 10 extra hours per calendar year to complete mandatory training at their ordinary rate of pay. If an employee performs the training after shift then penalty rates will apply.</p> <p>If an employee gets agreement with their manager to do the mandatory e-learning at home then it will be paid at ordinary time. There are minimum payment terms and steps for employees who need more time to complete the training.</p>	No such clause exists under the Award.
Clause 42 – Facilities	<p>Calvary will use its best endeavours to provide access to a room within the workplace where privacy is maintained for expressing and breastfeeding.</p> <p>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 will report back so we can consider what changes are needed.</p>	No such clause exists under the Award.
Clause 43 – Notice Board	This clause allows ANMF to set up a notice board in Calvary Hospitals for their members.	No such clause exists under the Award.
Clause 44 – Consultation regarding a major workplace change	<p>This clause provides a step by step approach to raising workload issues where employees feel their workload is unreasonably heavy.</p> <p>It encourages employees to raise these issues and for managers to investigate and problem solve together.</p>	This clause is the same as the Award.

Clause of the Enterprise Agreement	What does this term mean?	How does this compare to the Award?
<p>Clauses 45 – Consultation about changes to rosters or hours of work</p>	<p>These two clauses set out the requirements for Calvary to consult with employees on major workplace changes that have significant effects (as defined) or about changes to rosters or hours of work.</p> <p>Consultation involves putting proposals to employees in writing and allowing them to utilize representatives (including the HSU if desired).</p> <p>Calvary has to consider your views during consultation.</p>	<p>This clause is the same as the Award.</p>
<p>Clause 46 – Dispute Resolution</p>	<p>If an employee and Calvary have a disagreement on how the Agreement or the National Employment Standards apply, then this clause sets out the steps we follow.</p> <p>It allows the Fair Work Commission to intervene to help resolve disputes.</p>	<p>The Award has a dispute resolution clause too. The difference being that Fair Work intervening to decide the dispute is not in the Award but is available in the Agreement.</p>
<p>Clause 47 – Termination of Employment</p>	<p>We provide employees with a table to understand how much notice is required for ending employment. The minimum notice is 2 weeks’ and the rest is in accordance with the National Employment Standards.</p> <p>If an employee who is over 18 years old and does not work the required notice and Calvary did not agree to that - then Calvary can withhold the equivalent amount of weeks of wages.</p> <p>In the unfortunate event of Calvary providing notice of termination to an employee, an employee will have a right to have up to one day off for searching for another job.</p>	<p>The Award provides a minimum 1 week notice, not 2 weeks. The rest is in accordance with the National Employment Standards.</p> <p>This job search entitlement is the same under the Award.</p>
<p>Clause 48 – Redundancy</p>	<p>Calvary provides Redundancy Pay slightly above the NES. That is at 10 years or more, we provide 16 weeks’ redundancy pay when the NES is 12 weeks.</p> <p>Calvary also has ability to reduce redundancy pay for those workers with over 10 years’ service back to 12 weeks in circumstances when we find an alternative employment at the equivalent classification.</p>	<p>The Award provides the NES amounts for redundancy pay.</p>
<p>Clause 49 – Signatures</p>	<p>This is where Calvary and the Bargaining Representatives sign the Agreement.</p>	<p>This is only a procedural item for enterprise bargaining.</p>
<p>Schedule A</p>	<p>This is the classification definitions. These are largely unchanged. We have added midwives specifically to the table to properly recognise them as a distinct role.</p> <p>We have also corrected some formatting to properly set out RN3s as either Clinical Managers or</p>	

Clause of the Enterprise Agreement	What does this term mean?	How does this compare to the Award?
	<p>Nurse/Midwife Educators.</p> <p>We have also amended the AIN definition to remove the third year undergrad program, because this would otherwise potentially cut out those who may studying a diploma which is an undergraduate degree but less than 3 years in duration.</p>	
Schedule B	This is where the wage rates table is located.	
Schedule C	<p>This is a summary of the monetary allowances.</p> <p>We have crossed referenced the allowances to the clauses within the enterprise agreement for ease of reference.</p>	
Schedule D	This is the Schedule for Part-Day public holidays.	This is identical to the Award.