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| **HSU Claim** | **Calvary Response** |  |
| *The new agreement is to contain all provisions and undertakings of the previous agreement, except where varied to be more favourable per our claims, as well as those mandated by the Fair Work Act. The new agreement is to contain no conditions below the Award.* | Calvary will propose a comprehensive agreement that will contain the minimum wages and conditions for employees covered. Consideration of the Act, BOOT and other updates has been undertaken. |  |
| Backdate pay increase to nominal expiry date of the previous Agreement. | Calvary notes that it provided an administrative increase from the first full pay period on or after 1 July 2022. Therefore, the first increase in the new Agreement will be from the first full pay period on or after 1 July 2023. |  |
| Annual Wage increase: 6% per year for a 3-year Agreement or Fair Work wage increase plus 1% whichever is greater. | The wage and allowance offer is currently under further consideration. |  |
| All Allowances to increase in line with negotiated % increase. | Refer above. |  |
| All conditions and wages to be no less than Calvary Bruce Enterprise Agreement | There is some history regarding the differential arrangements which apply across the Hospitals. Calvary is presently reviewing these matters. Where practicable, and subject to cost implications, Calvary does seek to standardise its arrangements across the Hospitals. |  |
| New allowances for nauseous linen handling, infectious cleaning, uniform laundry | Calvary does not agree to include these allowances. As advanced at our previous meeting, Calvary has focussed on universal precautions for the benefit of all employees working in its hospitals. It has invested in those strategies, protocols and equipment.  On the matter of nauseous we confirm that the laundry services are contract services.  We also note that the uniform laundry allowance was bought out and put into the wages. This means the staff have benefitted from a compounding effect of penalty rates being paid on their laundry allowance. |  |
| Overtime clause to be reviewed.  Overtime payments to apply to any work done outside of rostered hours.  Overtime payments to apply to any work done during meal breaks. | The overtime clause has been reviewed in the draft Agreement and proposed changes tracked. ***Refer detail at clause.*** |  |
| Consultation & Dispute:  union notification requirement | The Agreement contains appropriate consultation and dispute resolution provisions and Calvary is not aware of any issues concerning their application. Calvary has however sought to update the provisions in line with the model clause arrangements under the FW Regs for clarity. ***Refer detail at clause.*** |  |
| Paid Union delegates leave.  5 days per year | A new delegates rights provision is to be drafted in line with the recent Modern Award changes |  |
| Family and Domestic Violence Leave  15 days paid leave | Calvary has proposed 20 days paid leave as part of its overall offer. ***Refer detail at clause.*** |  |
| Review Classifications  Medical Records  Clinical Coders classifications, review  CSSD  Review structure duties and responsibilities.  Introduce Manager classification | Calvary seeks further information as to the nature of the changes sought. Per your advice at our last meeting, HSU was to consult its members further regarding the detail of the proposal. |  |
| Meal Break:  change more than 6 hours to 5 hours as per Modern Award | The meal break provisions have been reviewed in the draft Agreement. ***Refer detail at clause.*** |  |
| TOIL Overtime  To be taken withing 12 weeks (3 Months) rather than 4 weeks, if undertaken paid at appropriate overtime rates | The TOIL provisions have been reviewed in the draft Agreement. ***Refer detail at clause.*** |  |
| Superannuation:  1% above statutory minimum, currently 11% mandatory  paid while on Parental Leave | The Agreement contains appropriate superannuation provisions and the change sought is not agreed. The clause has been updated to incorporate SG changes for stapled fund arrangements. ***Refer detail at clause.*** |  |
| Annual Leave and Shutdown  If there is a shutdown, the employees should not be directed to take to take AL (but, instead special Shut down Paid Leave?) And/or EOI requirement | The arrangements for shutdown (and partial) are set out in the agreement – noting both the notice and options regarding such periods are both reasonable and in line with our staff feedback. |  |
| Personal/Careers Leave  Review of Evidence supporting (g) evidence of requirements – reword include 3 days or more rather than “any period of Absence”. | Calvary, as agreed has sought to update and simplify the arrangements. ***Refer detail at clause.*** |  |
| Maternity Leave  Increase non birthing partner leave from 1 to 2 weeks | Noting the overall quantum of paid parental leave available under the agreement, Calvary does not agree to increases non-birthing partner leave. |  |