



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Calvary Private Health Care Canberra Ltd
(AG2024/4248)

CALVARY HEALTH CARE – JOHN JAMES HOSPITAL – HEALTH PROFESSIONALS AND SUPPORT SERVICES ENTERPRISE AGREEMENT 2024-2027

Health and welfare services

COMMISSIONER CRAWFORD

SYDNEY, 22 NOVEMBER 2024

Application for approval of the Calvary Health Care – John James Hospital – Health Professionals and Support Services Enterprise Agreement 2024-2027

[1] An application has been made for approval of an enterprise agreement known as the *Calvary Health Care – John James Hospital – Health Professionals and Support Services Enterprise Agreement 2024 - 2027 (Agreement)*. The Application was made pursuant to s.185 of the *Fair Work Act 2009 (FW Act)*. It has been made by Calvary Private Health Care Canberra Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each requirement of ss. 186, 187 and 188 of the FW Act as are relevant to this application for approval have been met.

[3] Noting clause 3.2 of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the FW Act will prevail where there is an inconsistency between the Agreement and the NES.

[4] The Health Services Union (**HSU**) lodged a Form F18 statutory declaration giving notice under s.183 of the FW Act that it wants the Agreement to cover it. In accordance with s.201(2) of the FW Act, I note the Agreement covers the HSU.

[5] The Agreement is approved and will operate from seven days after approval in accordance with s.54 of the FW Act. The nominal expiry date of the Agreement is 30 June 2027.



COMMISSIONER

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<AE526861 PR781568>



Calvary Health Care

John James Hospital

**Health Professionals and
Support Services**

**Enterprise Agreement
2024-2027**

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Part 1—Application and Operation of this Agreement

1. Title, commencement and expiry

- 1.1 This Agreement shall be known as the *Calvary Health Care – John James Hospital – Health Professionals and Support Services Enterprise Agreement 2024-2027 (the Agreement)*.
- 1.2 This Agreement shall commence operation 7 days after the approval by the Fair Work Commission.
- 1.3 The monetary amounts payable in this Agreement are payable from the first pull pay period on or after the seventh day after the Fair Work Commission approves the enterprise agreement.
- 1.4 The nominal expiry date for this Agreement is 30 June 2027.
- 1.5 The parties undertake to commence discussions regarding the renegotiation for a new Agreement no later than three months prior to the expiry date of this Agreement.

2. Definitions and Interpretation

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

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

AHPRA means Australian Practitioner Regulation Agency.

Calvary or **employer** means Calvary Private Health Care Canberra Ltd trading as Calvary John James Hospital (ABN 83 121 852 088)

Day worker means an employee who is appointed as such in writing by Calvary either upon commencement or at any other time during their employment and works within the span of hours outlined at clause 20.2(a).

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.

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 any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.

HSU means the Health Services Union – NSW/ACT and QLD Branch.

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.

Minimum hourly rate of pay means the minimum hourly rate applicable to the classification and pay point in which an employee is employed.

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

Remote Work means work by an Employee at the direction of, or with the authorisation of, the Employer that is performed when:

- the employee is off duty; and
- the work is not required to be performed at a designated workplace.

Shift worker, other than for the purposes of eligibility for the additional weeks' annual leave prescribed by clause 28.4, means anyone who is not designated a day worker, (being an employee who does not work their ordinary hours wholly within the span of hours outlined at clause 20.2(a)).

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 and Notes outlined within clauses of this Agreement are intended by the parties to provide interpretation guidance.
- (d) References to 'written agreement' or 'agreement in writing' shall include by electronic means.

3. Complete Agreement and National Employment Standards

3.1 Other than any current individual flexibility agreements made under a previous enterprise agreement, this Agreement will replace:

- (a) the *Calvary John James Hospital Health Professional and Support Services Enterprise Agreement 2019* (AE508987); and
- (b) (to the extent permitted by law) other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

- 3.2 Where this Agreement is less favourable to employees than the NES then 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 policies, procedures, or other documents 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. This may include a hardcopy within a common staff area or accessible through electronic means.

NOTE: The NES can be accessed via: <https://www.fwc.gov.au/documents/awards/resources/nas.pdf>

4. Coverage

4.1 This Agreement covers the following:

- (a) Calvary;
- (b) Employees of Calvary who are employed in classifications listed in Schedule B — Classification Definitions and who principally work at Calvary John James Hospital located at 173 Stickland Crescent, Deakin ACT 2600; and
- (c) The Health Services Union – NSW/ACT/QLD Branch (“**HSU**”), 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 HSU.

4.2 Notwithstanding clause 4.1, this Agreement does not cover:

- (a) Apprentices (of any kind, including adult apprentices and school-based apprentices); or
- (b) National Training Wage employees.

5. Individual Flexibility Arrangements

5.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

5.2 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.

5.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

5.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing--at any time.

5.6 Remaining subject to the requirements of clause 5.2 and provided the monetary benefits waived are directly related to the changes requested, 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

the parties covered by this Agreement 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. Requests for flexible working arrangements

6. Requests for flexible working arrangements

6.1 Requests for flexible working arrangements are provided for in the NES.

6.2 A flexible work arrangement is an agreement between Calvary and an employee to change the standard working arrangements to better accommodate an employees commitments out of work.

NOTE: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- 6.3 Disputes about requests for flexible working arrangements may be dealt with under clause 44 – Dispute resolution and/or under section 65B of the Act.

Part 2—Types of Employment and Classifications

7. Types of employment

7.1 Employment categories

- (a) Employees under this Agreement will be employed in one of the following categories:
- (i) full-time;
 - (ii) part-time; or
 - (iii) casual.
- (b) At the time of engagement an employer will inform each employee in writing whether they are employed on a full-time, part-time or casual basis.
- (c) 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.

8. Full-time employees

- 8.1 A full-time employee is engaged to work a minimum average of 38 hours per week.

9. Part-time employees

- 9.1 A part-time employee is engaged to work less than an average of 38 ordinary hours per week and has reasonably predictable hours of work.
- 9.2 All parties to this Agreement wish to maximise the hours for part-time employees in line with Calvary's occupancy levels. The parties acknowledge and agree that the realisation of this objective will require high levels of co-operation from employees to achieve this objective.
- 9.3 Calvary will offer additional shifts in the first instance to its permanent part-time staff, where reasonable having regard to the care needs of our residents and the operational needs of the Calvary. While not required, part-time employees who would be like to be considered for additional shifts in accordance with this sub-clause should notify their supervisor or manager of when they may be available to work additional hours.
- 9.4 Before commencing employment, the employer and employee will agree in writing on:
- (a) the agreed minimum number of contracted hours to be worked per fortnight; and
 - (b) the days of the week the Employee may be rostered to work their ordinary hours within a fortnight; and
 - (c) the span of hours on those days that the Employee will be rostered their ordinary hours within a fortnight.
- 9.5 The terms of the agreement in clause 9.4 may be varied by agreement and recorded in writing.

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

9.6 Additional Ordinary Hours for Part-Time Employees

- (a) Calvary may roster a part-time employee for additional ordinary hours above their guaranteed minimum hours set in accordance with clause 9.4(a) provided they are within the Employee's Availability.
- (b) Any additional ordinary hours to be worked after the publishing of the roster (that are not as a consequence of clause 21.1(f)) or **outside** the Employee's Availability will be by mutual agreement.
- (c) In the first instance and where practicable having regard to operational factors, Calvary will ensure that part-time employees who have advised their supervisor/manager that they are available to work additional hours will be offered additional hours in accordance with clause 9.6(b). Where a part time Employee is not available or does not agree to work such hours, additional hours would then be offered to casual staff where applicable.
- (d) All additional ordinary hours worked under this clause 9.6 or by agreement under clause 9.4(b) are treated as ordinary hours subject to the limits of ordinary hours set out in clause 23.

NOTE: Ordinary time accrues additional annual leave and personal/carer's leave for the employee in accordance with the NES. Overtime does not.

9.7 For the avoidance of doubt, the continuity of service for a part-time employee will not be interrupted merely by reason of that employee working a 'week on, week off' pattern of work.

9.8 Review of Part-Time Guaranteed Hours

- (a) A part-time employee who is regularly rostered additional hours over the preceding 12-month period may request from Calvary that their guaranteed minimum number of hours agreed to per clause 9.4(a) are increased by the amount of regular additional hours.
- (b) Calvary will have regard to operational requirements and not unreasonably refuse such a request.

10. Casual employees

10.1 An employee who is offered and accepts casual employment shall be deemed to:

- (a) not have a firm advance commitment to continuing and indefinite work according to an agreed pattern of work; and
- (b) have no basis to form an expectation of ongoing work on a regular and systematic basis;
- (c) be engaged on an hour-by-hour basis.

10.2 Calvary may elect to offer a casual employee work and that casual employee may elect to accept or reject that work.

10.3 Casual employees may change their availability at any time or withdraw from work in accordance with this Agreement.

10.4 Calvary may withdraw an offer of work to a casual employee according with the needs of the Calvary. Provided that Calvary will provide as much notice as practicable of any withdrawal and if

a casual employee has already commenced their shift then they remain eligible for the minimum engagement period prescribed in clause 21.3.

10.5 **Casual loading**

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

- (a) the minimum ordinary 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 1: Penalty Rates apply to casual employees for Shift Work, Saturday and Sunday Work, Public Holidays and Overtime.

NOTE 2: The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this award and the NES. See Part 2-2 of the Act.

10.6 **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) Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 44—Dispute resolution.

NOTE: The Casual Employee Information Statement provided by the Fair Work Ombudsman is an excellent summary of the casual conversion provisions.

11. Classifications

11.1 Classifications under this Agreement are set out in Schedule B — Classification Definitions as follows:

- (a) Support Services Stream – at clause B.1.
- (b) Health Professionals Steam – at clause B.2 (Health Professionals) and B.3 (Pastoral Care Professionals).

11.2 The Employer 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 by Calvary.

NOTE: Progression through pay points within a classification remain subject to clause 14.4.

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 (including everyday life skills) consistent with the principles of holistic and person centred care. Provided that:

- (a) where an employee performs duties associated with a higher role, that clause 16 – Higher Duties & is observed; and
- (b) employees will not perform clinical tasks that exceed the clinical scope of practice for their appointed role.

- 12.2 Calvary may direct an employee to increase their skills and competence through employer-provided training.
- 12.3 Calvary may direct an Employee to work in the capacity of their substantive role at a different work site on the basis of the operational needs of Calvary.

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) For health practitioners requiring it to practice, registration with AHPRA;
 - (b) Any essential criteria in position descriptions. This may include, but is not limited to, professional memberships or driver's licences;
 - (c) Any other legal requirements imposed by a government or enforcement body within Australia; and
 - (d) Any other requirements agreed to by Calvary and an employee in a contract of employment (however named).
- 13.2 Without limitation, if the action or inaction of an employee results in them being unable to meet the inherent requirements outlined at clause 13.1 then the employee will be, by default, unable to work and automatically placed onto leave without pay.
- NOTE: For clarity, this would not apply in circumstances where it is Calvary's or a service provider's fault that the employee has been unable to meet the inherent requirements.*
- 13.3 Periods of leave without pay under this clause shall not count towards continuous service on the basis that it is not leave authorised by Calvary.

Part 3—Minimum Wages and Related Matters

14. Minimum Wage Rates

14.1 Minimum Wage Rates for the Support Services stream

- (a) The minimum rates of pay for Support Services roles are defined at clause A.1 of Schedule A — Minimum Wage Rates.
- (b) *Supported Wage Scheme*

Notwithstanding clause 14.1(a), for employees who because of the effects of a disability are eligible for a supported wage, see Schedule C.

14.2 Minimum Wage Rates for the Health Professional stream

- (a) The minimum rates of pay for Health Professionals are defined at clause A.2 of Schedule A — Minimum Wage Rates.
- (b) The minimum rates of pay for Pastoral Care Professionals are defined at clause A.3 of Schedule A — Minimum Wage Rates.

14.3 Backpay

- (a) Backpay arising from the implementation of this Agreement does not apply to employees who had ceased employment prior to the operative date of this Agreement specified in clause 1.2.
- (b) The allowances specified in Schedule A, A.4 and marked "NEW" will come into effect from the operative date of this Agreement and will not be eligible for back payment.

14.4 Pay Point Progression

(a) Pay Points During Employment

- (i) Progression to the next pay point for all classifications for which there is more than one pay point will be:
 - A. by annual movement; or
 - B. if an employee has not attained a minimum of 1976 hours of service with Calvary within their pay point in their service year, when they attain 1976 hours of service, having regard to the acquisition and use of skills.

NOTE: The classifications for Allied Health Professionals refer to the skills to be considered when assessing pay point progression within a discipline.

- (ii) For the purpose of this clause, 'service' will include all hours worked (including overtime) and paid leave but will exclude periods of leave without pay.

(b) Pay Point on Commencement of Employment

- (i) An employee shall have their previous experience recognised when calculating the pay point upon commencement. **Experience**, for this purpose, shall mean hours worked with other employers provided that the previous experience relates to a role that is substantially the same in which the Employee is employed (or to be employed).
- (ii) If an employee fails to provide evidence of experience prior to their commencement, they will remain eligible for advancement. However, the higher pay point will be eligible from the next full pay period after the evidence is provided by the employee.

14.5 Above-Agreement Payments

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

15. Allowances

15.1 Indexation

- (a) Should the *Health Professionals and Support Services Award 2020* [MA000027] ever prescribe a higher amount than a like-for-like allowance prescribed by this clause 15 then Calvary shall pay the amount prescribed by the relevant Modern Award from the first applicable full pay period to the relevant employees. The only exclusion (due to being a bespoke clause and not like-for-like with the Award) is On-call Allowance under clause 15.7 which will be indexed to the wage increases.

- (b) The Leading Hand Allowance shall be indexed to the Annual Minimum Wage Review decision.
- (c) All other allowances not covered by clauses 15.1(a) and (b) shall be indexed to the wage increases under this Agreement.

15.2 **Broken Shift Allowance**

An employee who works a broken shift shall be paid the corresponding allowance specified in Schedule A, A.4 per broken shift worked.

15.3 **Carer's Allowance**

- (a) Carers allowance shall be paid for reasonable out-of-pocket childcare, babysitting, or carer costs for a spouse, family member, parent or parent-in-law where the Employee is the primary carer and the additional expenses directly arise from being required to work as a result of recall to duty or attendance at work other than rostered shifts (including on-call rosters) or work beyond normal rostered shift length at the direction of Calvary.
- (b) Costs will be reimbursed by Calvary on presentation of relevant tax invoice(s). Claims must be made within two weeks from the date of the expense being incurred.
- (c) Where children or other paid care is accessed by an Employee in reimbursing a payment, Calvary in no way warrants the training or suitability of a care provider.

15.4 **Clothing and Equipment**

- (a) Subject to the remainder of clause 15.4, employees required by Calvary to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of Calvary and be laundered and replaced on a fair wear and tear basis.
- (b) Instead of the provision of such uniforms, Calvary may require employees to purchase a uniform and then pay such employee either:
 - (i) the uniform allowance specified in Schedule A, A.4; or
 - (ii) the full amount that the uniform cost the employee.
- (c) Where applicable, the uniform allowance will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days.

NOTE: In the previous enterprise agreement, the Laundry Allowance was incorporated into the ordinary rate of pay. Therefore no separate Laundry Allowance is payable under this Agreement.

(d) *Personal Protective Equipment*

- (i) Employees who are required to wear personal protective equipment shall be provided with such equipment by Calvary or, by mutual agreement, an employee may purchase the personal protective equipment. Calvary will provide reimbursement after the employee has submitted to Calvary the receipts evidencing the cost incurred.
- (ii) Where Calvary provides fully paid protective equipment but an employee has a personal preference for a different and more expensive option, Calvary will only be obliged to reimburse the employee to the value of what Calvary's option would have cost.

(e) *Theatre Shoes*

Full time and part time Employees working in Theatre or CSSD shall be provided with theatre shoes. Employees who choose not to be provided with theatre shoes shall be entitled to an allowance of up to \$30.00 per annum towards the cost of purchasing their own footwear and such footwear shall remain on the Hospital premises at all times.

(f) *Damaged clothing allowance*

- (i) Where an employee, in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the employer will be liable for the replacement, repair or the cleaning of the clothing or personal effects provided immediate notification is given of the damage or soiling.
- (ii) Clause 15.4(f)(i) will not apply where:
 - A. the damage or soiling is caused by the negligence of the employee; or
 - B. the clothing is Calvary uniform.

15.5 **Kilometre Reimbursement Rate**

An employee required and authorised to use their own motor vehicle in the course of their duties will be paid a Kilometre Reimbursement allowance per kilometre at the rate specified in Schedule A, A.4. Calculation of the amount payable shall be based on the most direct route.

15.6 **Leading Hand allowance**

- (a) For the purposes of this clause, “Leading Hand” means an employee appointed as such by Calvary, who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.
- (b) An employee appointed by Calvary as a Leading Hand shall be paid the corresponding allowance specified in Schedule A, A.4.

15.7 **On-call allowance**

- (i) An on-call allowance is paid to an employee who is required by the employer to be on-call at their private residence, or at any other mutually agreed place, and available to return to duty.
- (ii) An employee required by Calvary to be on-call will receive the corresponding allowance amounts specified in Schedule A, A.4 for each 24 hour period or part thereof.
- (iii) For the purpose of clause 15.7(ii) the on-call allowance payable is paid according to:
 - A. For a single period up to 24 hours (inclusive), the day on which the major portion of the on-call period falls; or
 - B. For a period over 24 hours, the highest applicable amount shall be used for the each 24 hour period.

ILLUSTRATIVE EXAMPLE 1: An employee who is on-call from 10pm Friday to 10am Saturday per (i) above shall be paid the Saturday on-call allowance.

ILLUSTRATIVE EXAMPLE 2: An employee who is on-call from 10pm Friday to 10pm Sunday per (ii) above shall be paid the on-call allowances payable for Sundays for each 24 hours period (or part thereof).

15.8 Temporary Work Location – Calvary Bruce Hospital

An employee directed by Calvary to temporarily work at Calvary Bruce Private Hospital will be:

- (a) reimbursed for reasonable excess travelling expenses; and
- (b) paid for their excess travel time at their minimum hourly rate of pay. Such travel time shall not be regarded as time worked.

15.9 Travelling for Duty

- (a) For the purposes of this clause, 'travelling on duty' shall mean where the employee is required by Calvary 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 and the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) The employee will not be entitled to reimbursement for expenses referred to in clause 15.9(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.
- (d) This clause will not apply where the travel is at the request of the employee and in support of the employee's professional development. In such circumstances, the arrangements in respect of reimbursements shall be agreed to at the time of approval.

NOTE: Permanent changes to an employee's Work Location(s) are subject to consultation under clause 42 - Consultation about major workplace change.

15.10 Meal allowances

- (a) When an employee is required to work overtime after the usual finishing hour of work beyond one hour, Calvary will provide either:
 - (i) an adequate meal at no cost to the employee; or
 - (ii) be paid the First Overtime Meal Allowance specified in Schedule A, A.4.
- (b) In addition, where such overtime work exceeds four hours a further meal will be provided or the Second Overtime Meal Allowance specified in Schedule A, A.4 will be paid.
- (c) This clause 15.10 will not apply when the employee was notified of the requirement to perform overtime before leaving home to commence the overtime.

16. Higher Duties & Dual Roles

16.1 Higher Duties

- (a) A Support Services employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate as follows:
 - (i) for **2 hours or less** - for the time worked at the higher level.

(ii) for **more than 2 hours** - for the full day or shift worked at the higher level.

(b) An employee classified as a Health Professional who is authorised to assume the duties of another employee on a higher classification under this Agreement for a period of 5 or more consecutive working days will be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the employee so relieved.

16.2 Dual Roles

(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 (however named) (**'Dual Roles'**), 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 an employee and employer agreeing to two (or more) separate employment contracts, including to give effect to the exceptions.

(c) When forming a Dual Role 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 rostering or time and attendance system must clearly record which role the Dual Role employee is performing each shift.

(e) A Dual Role employee who is engaged on a Part-Time basis remains subject to the terms of clause 9 – Part-time employees.

(f) Where an employee has Dual Role with different minimum rates of pay:

(i) The minimum hourly rate of pay for each role shall be in accordance with clause 14.

(ii) When calculating the value of:

- A. Overtime;
- B. Shift Loadings;
- C. Penalty Rates,

the minimum hourly rate of pay shall be that which applies to the role attributed to that shift.

(iii) With the exception of paid leave types that are calculated on average earnings (whether under this Agreement or other legislation), 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.
- (v) Each shift stands alone.
- (g) Notwithstanding clause 16.1 - Higher Duties, if an employee is rostered to work at the lower classification but is directed to perform work at the higher classification covered by a Dual Role arrangement under this clause 16.2 then they will be paid at that higher ordinary rate of pay for the time so worked.

ILLUSTRATIVE EXAMPLE: An General Admin Level 3 agrees to work one General Admin Level 1 shift per fortnight to maximise their hours of work and take home pay. If the employee is directed to perform the duties of the General Admin Level 3 role on a shift they were rostered for a General Admin Level 1, then the employee will be paid the General Admin Level 3 minimum rate for that shift.

17. Payment of Wages

- 17.1 Wages will be paid fortnightly.
- 17.2 If directed to do so, employees will record their hours of work in any time and attendance system provided by Calvary. Without limitation, this may include a bespoke time recording system for Remote Work.
- 17.3 Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee, unless mutually agreed to be paid by cash or cheque
- 17.4 Calvary acknowledges its obligations to provide employees with payslips in accordance with the Act and *Fair Work Regulations 2009* (Cth).
- 17.5 Wherever practicable such payment shall be available for withdrawal by Employees on the designated pay day. However, if a public holiday falls on a normal payroll processing day, payment of wages to an employee may be delayed by one day.
- 17.6 *Overtime*
Where overtime is worked on the last day of the pay period, the payment, for such overtime may be paid in the next pay period.
- 17.7 **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.

NOTE: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

 - (b) Notwithstanding clause 17.7(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 17.7(a) is subject to further order of the Commission and Calvary making deductions authorised by this Agreement or the Act.

NOTE: Clause 16.3(b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.

18. Superannuation and Salary Packaging

18.1 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.

18.2 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.

18.3 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 18.2.
- (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 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, Calvary is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee (which may include a stapled superannuation fund), Calvary must make the superannuation contributions provided for in clause 25.4 and pay the amount authorised under clauses 18.3(a) or 18.3(b) to Health Employees Superannuation Trust of Australia (HESTA).

18.5 Salary Packaging

- (a) By agreement with the Employer, an Employee may choose to take part of their remuneration under this Agreement as salary sacrifice benefits (including by making

additional pre-tax contributions into their chosen complying superannuation fund). If an Employee makes this choice, the remuneration which would otherwise be payable to the Employee will be reduced by the value of such benefits (including associated costs, charges and taxes).

- (b) Without limiting the Employer's discretion as to whether or not it will agree to any particular salary sacrificing arrangement, the Employer may issue guidelines through policies and procedures from time to time as to what salary sacrificing arrangements are acceptable to the Employer including the chosen provider.
- (c) In the event that changes in legislation, ATO rulings or determinations remove or alter the Employer's capacity to maintain the salary sacrificing arrangements pursuant to this Agreement, the Employer will be entitled to withdraw from these arrangements by giving reasonable notice to each affected Employee.
- (d) It is the responsibility of the Employee regarding their tax obligations and liabilities resulting from any salary sacrifice or other payments they choose to make.

19. Underpayments

- 19.1 Where an Employee is not paid their minimum fortnightly wage, calculated on the ordinary rate of pay for the hours worked in that period, thereby giving rise to an underpayment (**Ordinary Underpayment**), Calvary, where it is reasonably practicable, will rectify the Ordinary Underpayment within 7 days' of being notified of such by the Employee.
- 19.2 Notwithstanding clause 19.1, an underpayment other than an Ordinary Underpayment, will where reasonably practicable be rectified in the pay period following the date of notification of such by the Employee, subject to the relevant Manager's authorisation.

Part 4—Hours of Work and Related Matters

20. Ordinary hours of work

- 20.1 The ordinary hours for an employee are:
 - (a) Up to 76 ordinary hours in a 2 week period;
 - (b) Up to 10 ordinary hours of work (exclusive of meal breaks) per shift; and
 - (c) For full-time and part-time employees, up to 10 shifts in a 2 week period.
- 20.2 **Span of Ordinary Hours**
 - (a) The span of ordinary hours of work for a day worker are between 6.00 am and 6.00 pm, Monday to Friday.
 - (b) Shift workers do not have a span of ordinary hours.

21. Rostering arrangements

- 21.1 **Rostering**
 - (a) Employees will work in accordance with a fortnightly roster fixed by the employer.

- (b) The roster will set out employees' starting and finishing times for their ordinary shifts. Rostered overtime and assigned times for meal breaks may set out on a roster for the convenience of employees.

NOTE: Changes to an employee's regular pattern of work is subject to consultation under clause 43.

- (c) It is not obligatory for Calvary to display any roster of the ordinary hours of work of casual staff and any publishing of casual hours does not change the basis of a casual employee's engagement in accordance with clause 10.

- (d) *Days Off Work*

Wherever practicable, employees will be rostered for two consecutive days off per week.

- (e) *Notice Period of the Roster*

Where possible, a draft roster will be prepared 4 weeks prior to implementation. The final roster, in which shifts are notified to Employees, will be posted at least 14 days before the commencement of the roster. This may include publishing the roster to an electronic rostering system that is accessible on computers in the workplace or employee's smart phones.

- (f) *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 to be carried out where another employee is absent from work pursuant to clause 30– Personal/Carer's Leave, clause 31- Compassionate Leave, clause 34- Ceremonial Leave, clause 36- Family and Domestic Violence Leave, and clause 33 – Community Service Leave, or other unplanned absence, or to enable services to be carried on in an emergency.

- (ii) 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.

21.2 **Double Shifts**

- (a) Calvary may offer and an employee may agree to perform a double shift.
- (b) In the event of an employee agreeing to perform a double shift it shall be treated as a single continuous shift. If agreement is made after the roster is published, it shall also be deemed as agreement to extend the finish time of any existing rostered shift.
- (c) For clarity, this clause 21.2 remains subject to:
 - (i) the limits of ordinary hours (clause 20.1);
 - (ii) the application of any penalties in accordance with clauses 25 (Shiftwork), 26 (Saturday and Sunday Work) and 27 (Public Holidays);
 - (iii) the considerations for reasonable overtime and application of overtime penalties in accordance with clause 23; and
 - (iv) Work Health and Safety legislation.

21.3 **Minimum engagements**

- (a) Part-time employees will receive a minimum shift length in respect of ordinary hours of work of 3 hours.
- (b) Casual employees will receive a minimum payment of 3 hours for each engagement.

21.4 **Rest breaks between rostered work**

- (a) A full-time or part-time employee will be allowed a break of:
 - (i) not less than 8 hours between the termination of one shift or period of duty and the commencement of another; except
 - (ii) in the shifts performed on days either side of daylight savings commencing, the break will be reduced to 7 hours.
- (b) Where a full-time or part-time employee has not had a rest break in accordance with 21.4(a) the ordinary hours worked the employee will be paid at **150%** of their ordinary rate of pay for the entirety of the shift. Casuals shall receive this penalty rates plus casual loading.
- (c) In accordance with clause 10, casual employees may decline a shift with less than an 8 hour break.

21.5 **Casual Employee Shift Cancellations**

Calvary may withdraw an offer of work to a casual employee according with the needs of the Calvary. Provided that Calvary will provide as much notice as practicable of any withdrawal and if a casual employee has already commenced their shift then they remain eligible for the minimum engagement period prescribed in clause 21.3.

21.6 **Broken Shifts**

- (a) The work on each day or shift shall be continuous unless an employee and Calvary agree for broken shifts to be worked.
- (b) A **broken shift** means a shift with an unpaid break other than an unpaid meal break.
- (c) If a broken shift is rostered then the following shall apply:
 - (i) The time between the commencement and termination of a broken shift shall not exceed 12 hours (this excludes overtime performed contiguously with the broken shift).
 - (ii) If an employee works in excess of the limit in 21.6(c)(i) then they shall be paid at the applicable overtime rate in clause 23.1.

21.7 **Flexible Rostering Arrangements**

- (a) Employees may request or agree to Flexible Rostering Arrangements to assist them with meeting personal commitments (such as childcare or 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.

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 23.3(c) for Time Off In Lieu of Overtime.

- (b) Approval of requests from employees of Flexible Rostering Arrangements remains at the absolute discretion of Calvary.
- (c) Where a Flexible Rostering Arrangement is made under clause 21.7(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 Friday 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 Friday.

- (d) Any banking or crediting of hours shall be on an hour-for-hour basis.
- (e) Any banked additional hours or credited hours in advance shall not exceed 24 hours at any point in time.
- (f) 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.
- (g) Calvary may deduct any credited hours owing from the final pay of an employee whose employment is terminated for any reason.
- (h) Calvary must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.

NOTE: Managers are expected to ensure requests made under this clause are recorded in writing and forwarded to payroll for record keeping.

- (i) **Unapproved Changes**

Calvary is not liable to pay an employee for any time worked where it is not authorised or directed by management. Notwithstanding the remainder of this Agreement:

- (i) If an employee commences their shift prior to the rostered start time without being directed to do so by the employer, Calvary may:

- A. approve the amended start time and set a pro-rated adjusted finish time to allow for the same amount of ordinary hours being worked.; or
 - B. pay the additional time worked prior to the rostered start time as additional ordinary hours (up to the limits of ordinary hours of work outlined at clause 20).
- (ii) If an employee finishes their shift after the rostered finish time without being directed to do so by the employer, Calvary may elect to pay the additional time worked as additional ordinary hours (up to the limits of ordinary hours of work outlined at clause 20).
 - (iii) In the circumstances of clauses 21.7(i)(i) or 21.7(i)(ii), the employee shall not be entitled to any shift loadings or other penalty rates that they would not otherwise have been entitled to had they worked as originally rostered.

22. Meal Breaks and Rest Breaks

22.1 Unpaid meal breaks

- (a) An employee who works in excess of 6 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) In addition to clause 22.1(a), an employee who works a shift of at least 5 hours and up to 6 hours duration may request the rostering of an unpaid meal break of 30 minutes duration. Any agreement by Calvary may be conditional on the employee agreeing in writing to:
 - (i) shifting any regular finish time back to accommodate the unpaid meal break; or
 - (ii) an adjustment in the employee's contracted hours where the shift finish time remains the same.
- (c) If an employee is directed to work for any period during unpaid meal break, they shall be paid at the ordinary rate of pay until resumption of the break.
- (d) *Interrupted Meal Break*

Where an employee is interrupted during their meal break by a call to duty arising from an emergency or other circumstances which cannot wait until the meal break is taken, such meal break shall be counted as time worked and the employee shall be allowed the remainder of their meal break as soon as practicable within their ordinary hours.

22.2 Paid rest breaks

- (a) Every employee will be entitled to rest breaks at a time to be agreed between Calvary and the employee as follows:
 - (i) A paid 15 minute tea break after 4 hours worked; and
 - (ii) An employee rostered for 7.6 hour or more will also be entitled to a further 15 minute tea break.
- (b) Subject to agreement between Calvary and the employee, where applicable, such breaks may be taken as one 30 minute tea break.

- (c) Rest breaks will be counted as time worked.

22.3 Additional Breaks for Double Shifts, Overtime and Recall

Employees who are either:

- (a) recalled back to work and are in overtime; or
- (b) who perform overtime after their expected shift finish time,

are entitled to a paid rest break of 20 minutes for each 4 continuous hours of overtime worked if they are required to continue working after the break.

NOTE: Employees do not have a second unpaid meal break on double shifts. This paid break is provided instead.

NOTE: An employee eligible may also be entitled to an Overtime Meal Allowance prescribed by clause 15.10.

22.4 Lactation Breaks

- (a) Employees will have access to paid lactation breaks of up to a maximum period of one hour per shift. Employees cannot leave their place of work for a lactation break.
- (b) Lactation breaks are in addition to any other paid/unpaid breaks and can be taken in one, two or three parts by mutual agreement. Failing mutual agreement, lactation breaks will be taken as two breaks.
- (c) Calvary will provide a private room fit for purpose for employees to use for lactation breaks.

23. Overtime

23.1 Overtime is payable for all work authorised by Calvary and performed:

- (a) in excess of the ordinary hours limits set in clause 20.1;
- (b) to a full-time or part-time day worker when they work outside the span of hours set by clause 20.2(a);
- (c) is recalled to work in accordance with clause 24 – Recall Back to Work; or
- (d) where expressly stated elsewhere in this Agreement.

23.2 Overtime rates

- (a) Hours worked by full-time and part-time employees in excess of the ordinary hours on any day or shift prescribed in clause 20—Ordinary hours of work are to be paid as follows:
 - (i) on Monday to Saturday (inclusive), at the rate of **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after two hours;
 - (ii) on a Sunday, at the rate of **200%** of the minimum hourly rate; and
 - (iii) on a public holiday, at the rate of **250%** of the minimum hourly rate.
- (b) Casual employees performing authorised overtime will be paid the overtime rates in clause 23.2(a) plus casual loading.
- (c) Overtime rates under clause 23 will be in substitution for and not cumulative upon the shiftwork loadings and weekend penalty rates prescribed in clause 25—Shiftwork and clause 26—Saturday and Sunday Work.

(d) *Interaction with Higher Duties*

An employee acting in a higher duties capacity shall have their overtime calculated on their higher duties rate of pay.

(e) *Calculating Overtime and Meal Breaks*

(i) When calculating overtime each shift stands alone.

(ii) Overtime shall be calculated to the nearest quarter of an hour of the total overtime claimed in each period.

(iii) Meal Breaks shall be disregarded in determining whether an overtime attendance is or is not continuous with other duty.

(f) *Daylight Savings*

(i) If an employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

(ii) Notwithstanding clause 23.1, the extra hour any employee works due to daylight savings shall not be regarded as overtime.

23.3 Rest period after overtime

(a) An employee who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 8 hours off duty between those ordinary shifts, will be released after completion of such overtime until they have had 8 hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(b) The 8 hours referred to in clause 23.3(a) shall be:

(i) one continuous period; except

(ii) for employees who are on-call or recalled to perform remote work, the off duty period may be non-continuous for the period for which they are on-call.

(c) If on the instructions of Calvary, a full-time or part-time employee described in clause 23.3(a) resumes or continues their ordinary time work without having had 8 consecutive hours off duty:

(i) they will be paid a penalty rate of **200%** (or **250%** for public holidays) of their minimum hourly rate until they are released from duty for such rest period; and

(ii) they will then be entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(d) In accordance with clause 10, casual employees may decline a shift with less than an 8 hour break. However, if a casual employee is offered and accepts a shift with less than 8 hours break then they will be paid a penalty rate outlined at clause 23.3(c)(i) plus their casual loading until the conclusion of their shift.

23.4 Time off instead of payment for overtime

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 23.3(a).
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in clause 23.4(c)(iii) must be made in the next pay period following the request.
- (d) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

ILLUSTRATIVE EXAMPLE: By making an agreement under clause 23.4(a) an employee who worked 2 overtime hours is entitled to 3 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 3 months after the overtime is worked; and
 - (ii) at a time or times within that period of 3 months agreed by the employee and employer.
- (f) In circumstances whereby an agreement under clause 23.4(a) and:
 - (i) the employee requests, at any time, to be paid for overtime instead of the time off (i.e. They change their mind);
 - (ii) the employee does not use the time off within 3 months mentioned in clause 23.4(e); or
 - (iii) the employee's employment is terminated for any reason,

the employer must pay the employee for the accrued and unused time off in lieu hours at the ordinary rate of pay (not overtime rate) applicable when the overtime was performed.

NOTE: TOIL is cashed out at the ordinary rate (not overtime rate) because the time off is accrued at the overtime equivalent (not the actual overtime worked).

- (g) The employer must keep a copy of any agreement under clause 23.3(a) as an employee record.
- (h) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (i) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 23.3(a) will apply, including the requirement for separate written agreements under clause 23.4(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

24. Recall Back to Work

24.1 **Recall** means an employee who has finished a shift and then being recalled back into the workplace with little notice to perform urgent or emergency work.

24.2 Recall to work overtime when on-call

- (a) This sub-clause applies to full-time or part-time employees who are **rostered on-call** and recalled to work after their shift finish time. There are different terms for being recalled to a place of duty and being recalled to perform remote work.
- (b) When an employee is directed to be on-call they will be paid the On-call Allowance prescribed by clause 15.7.
- (c) If an employee who has had 8 hours off duty in accordance with clause 21.4(a) is recalled and then the recall goes into the employee's ordinary time shift, the hours worked shall be paid at overtime rates up to the commencement of ordinary time.
- (d) *Recall to a place of duty*

An employee who is on-call and recalled to a place of duty shall be entitled to:

- (i) A minimum payment of 3 hours' work shall apply; and
 - (ii) An employee will not be obliged to work for 3 hours if the work for which the employee was recalled is completed within a shorter period.
- (e) *Remote Work*
- (i) An employee who is on-call and recalled to perform work by Calvary via telephone or other electronic communication will be paid at the appropriate overtime rate for a minimum of one hour's work. All work within the same hour shall be compensated within the first one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

Note: In accordance with the definition of Remote Work, this shall only be work requested by Calvary and not third parties (such as external contractors).

- (ii) E-learning in accordance with clause 37 will not be deemed as Remote Work.

24.3 Recall to work overtime when **not** on-call

- (a) This sub-clause applies to full-time or part-time employees who **are not** on-call but recalled to work after their shift finish time. There are different terms for being recalled to a place of duty and being recalled to perform remote work.
- (b) If an employee has had 8 hours off duty in accordance with clause 23.3 recall hours worked shall be paid at overtime rates up to the cessation of the recall period or the commencement of ordinary time.
- (c) *Recall to a place of duty*

An employee who is **not** on-call and recalled to a place of duty shall be entitled to:

- (i) A minimum payment of 3 hours' work shall apply;
- (ii) Time spent travelling to the place of duty will be deemed as time worked;

- (iii) Except where an employee is recalled within 3 hours of their rostered commencement time and the employee remains at work, the time spent travelling back home after recall will be deemed as time worked;
 - (iv) An employee will not be obliged to work for 3 hours if the work for which the employee was recalled is completed within a shorter period.
- (d) *Remote Work*
- (i) An employee who is **not** on-call and is recalled to perform work by Calvary via telephone or other electronic communication will be paid at the appropriate overtime rate for a minimum of one hour's work. All work within the same hour shall be compensated within the first one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

Note: In accordance with the definition of Remote Work, this shall only be work requested by Calvary and not third parties (such as external contractors).

- (ii) E-learning in accordance with clause 37 will not be deemed as Remote Work.

24.4 **Re-Call when on Leave**

No Employee shall be required to be on-call whilst on leave, unless by agreement between the Employee and Calvary. If mutually agreed, on-call allowances shall apply, time worked will be paid at overtime rates and the actual recall duration shall be credited as leave hours to the employee with a minimum re-credit of 3 hours.

25. **Shiftwork**

25.1 For the purposes of this Agreement:

- (a) **Afternoon shift** shall mean a shift commencing at or after 12 noon and finishing after 6:00 pm;
- (b) **Night shift shall** mean a shift commencing between 6:00pm and 5.59am (inclusive).

25.2 Employees (other than day workers) working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift (provided that employees will only be entitled to these shift penalties where their shift commence prior to 6.00 am or finish subsequent to 6.00 pm):

- (a) Afternoon shift — 12.5% of the ordinary hourly rate.
- (b) Night shift — 20% of the ordinary hourly rate.

25.3 A casual employee shall be paid shift penalties in addition to their casual loading.

25.4 An employee entitled to a shift loading under clause 25.2 will be paid the shift loading for the entire shift.

25.5 In the event that multiple penalty rates apply to the employee's work, only the highest penalty rate shall apply..

ILLUSTRATIVE EXAMPLE: If an employee has not had their required rest break between rostered shifts per clause 21.4 and the employee is rostered to work an afternoon shift, only the highest penalty shall apply – not both.

26. Saturday and Sunday Work

- 26.1 Full-time and part-time employees (other than day workers) will be paid for ordinary hours worked on Saturdays or Sundays as follows:
- (a) Saturday – **150%** of the minimum wage rate;
 - (b) Sunday – **175%** of the minimum wage rate.
- 26.2 A casual employee who works on a weekend will be paid the penalty rates 26.1 in addition to their casual loading.
- 26.3 These penalty rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 25—Shiftwork.
- 26.4 In the event that multiple penalty rates apply to the employee’s work, only the highest penalty rate shall apply.

27. Public Holidays

- 27.1 Public holidays are provided for in the NES.
- 27.2 In accordance with the NES, Public Holidays shall be those gazetted by the Australian Capital Territory Government from year to year.
- 27.3 **Payment for work performed on public holidays**
- (a) A full-time or part-time employee required to work on a public holiday will be paid **250%** of the minimum hourly rate applicable to their classification and pay point for all time worked.
 - (b) A casual employee who works on a public holiday will be paid the penalty rate specified in clause 27.3 plus the casual loading.
- 27.4 **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) In the event of a substitution, the substituted day will be regarded as the public holiday instead and paid at the penalty rates in clause 27.3.

Part 5—Leave and Public Holidays

28. Annual leave

- 28.1 Annual leave is provided for in the NES.
- 28.2 Full-time and part-time employees are entitled to four (4) weeks’ annual leave per year in accordance with the NES.

NOTE: Since the Fair Work Act 2009 (Cth) was enacted and is the current practice under the NES, an employee’s entitlement to paid annual leave accrues progressively during a year of service (other than periods of employment as a casual employee of Calvary) according to the employee’s ordinary hours of work, and accumulates from year to year

- 28.3 Annual leave may be taken at half pay with the approval of Calvary. Half pay will be achieved by using a combination of equal parts annual leave and leave without pay for any shift taken as half pay. Annual Leave at half pay will not affect the continuous service of an employee.

NOTE: Any request for 'half-pay' Annual Leave will not normally be granted where the Annual Leave accrual exceeds the previous year's entitlement to Annual Leave, other than when an Employee can demonstrate that they need and will utilise the extra leave, and make formal application to take that leave as a part of a Leave Plan.

28.4 **Additional Weeks of Annual Leave for Certain Workers**

NOTE: This clause is intended to define the criteria for the additional week of annual leave for shiftworkers under section 87(1)(b)(ii) of the Act. We have re-named the clause to avoid confusion of eligibility with those who are shiftworkers but do not meet the conditions below.

- (a) For the purposes of the additional one week's annual leave provided by the NES an employee shall be eligible as follows:
- (i) An employee who is regularly rostered to work their ordinary hours on Sundays and Public Holidays; or
 - (ii) An employee who works for more than four ordinary hours on 10 or more weekends during the year.
- (b) For the purpose of the clause 28.4(a), a weekend means work in ordinary time on a Saturday and/or a Sunday in any week (commencing Monday and concluding Sunday).
- (c) When calculating the number of weekends for the purposes of the additional weeks' annual leave under this clause 28.4, the employee's service year shall be used (not calendar year).
- (d) If they meet the eligibility criteria, an employee will be credited the additional week of annual leave in the next pay period following their anniversary date. Provided that in the event the employee's employment ends for any reason prior to an anniversary date, Calvary will credit the additional annual leave if the employee has met the relevant eligibility criteria for that service year.

28.5 **Annual leave loading**

- (a) Annual leave loading will be paid to full-time and part-time employees when they take periods of annual leave.
- (b) Such employees, in addition to their ordinary pay, will be paid the higher of:
- (i) 17.5% of their ordinary rate of pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

28.6 **Annual Leave Management**

- (a) It is the intention of the parties that employees use their Annual Leave entitlement each year. At the employee's instigation and by agreement, annual leave may be taken in periods of less than the full entitlement of annual leave in any year of employment.

NOTE: Purchased Leave remains an option for employees seeking extended annual leave periods.

- (b) The parties to this Agreement recognise the difficulty in rostering annual leave in popular periods such as Easter, Christmas/New Year and school holidays (“**Peak Annual Leave Periods**”) and that a high level of cooperation is required to ensure the processes are managed fairly for everyone.
- (c) *Employee Initiated Requests for Peak Annual Leave Periods*

- (i) Calvary will develop a process for managing annual leave requests falling within Peak Annual Leave Periods and then provide it to the Consultative Committee for feedback.
- (ii) The process for managing requests will include guidelines that include, but may not be limited to:
 - A. calculating deadlines to make annual leave requests in Peak Annual Leave Periods;
 - B. timelines for when employees should have a response to their request(s) which are balanced between fairness to all staff and operational requirements;

ILLUSTRATIVE EXAMPLE: To ensure fairness to all staff and in recognition that operational needs cannot be assessed too far in advance, Calvary may set a deadline for Christmas requests which is in the second half of the calendar year with notification to staff no later than 6 weeks from the request deadline.

(d) *Management Initiated Requests for Peak Annual Leave Periods*

- (i) Management initiated rostering of annual leave for a planned period of shutdown may occur where there is insufficient employee-initiated rostering over Peak Annual Leave Periods to reduce the work hours to the required staffing level. Management-initiated rostering will have full regard to the remaining provisions of this equity and employee preferences.
- (ii) The total aggregate shutdown period imposed on employees in any calendar year shall be no more than two weeks.
- (iii) Where an employee does not have a sufficient annual leave balance but the employee has time off in lieu of overtime then they may be directed to take such accrued hours during a shutdown. Failing the employee having a sufficient annual leave or time off in lieu of overtime balance and notwithstanding clause 28.7, Calvary will advance the employee up to five days of annual leave to cover any shortfall. Any remaining time for the shutdown will be leave without pay.
- (iv) When a shutdown is scheduled and an employee requests redeployment prior to final confirmation of the rosters, this will be genuinely considered having regard for operational requirements. In such circumstances that an employee is redeployed to Calvary Bruce Private Hospital then the Temporary Location of Work Allowance at clause 15.8 shall not be payable.

- (e) Final confirmation of annual leave and rosters will follow on determination of bed and operating theatre closures.
- (f) In the event of unanticipated variations to bed or theatre numbers after the rosters are confirmed, employees will be canvassed to voluntarily cancel or take leave.

28.7 Annual leave in advance

- (a) Calvary and an 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 the leave is to be commence; and

- (ii) be signed by Calvary and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) Calvary must keep a copy of any agreement under clause 28.7 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 28.7, Calvary 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.

28.8 **Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.8.
- (c) Calvary and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 28.8 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.
- (e) An agreement under clause 28.8 must be signed by Calvary and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) 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. For the avoidance of doubt, this will include superannuation guarantee contributions that would have been payable had the employee taken the leave.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) Calvary must keep a copy of any agreement under clause 28.8 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.8.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.8.

28.9 **Excessive leave accruals: general provision**

Note: Clauses 28.9 to 28.11 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 6 weeks (excluding any already approved annual leave).
- (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 28.10 sets out how Calvary may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.11 sets out how an employee who has an excessive leave accrual may require Calvary to grant paid annual leave requested by the employee.

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

- (a) If Calvary has genuinely tried to reach agreement with an employee under clause 28.9(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 paragraph (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 28.9, 28.10 or 28.11 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 paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (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 paragraph (d) may result in the direction ceasing to have effect. See clause 28.10(b)(i).

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

28.11 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Calvary under clause 28.9(b) but agreement is not reached (including because Calvary refuses to confer), the employee may give a written notice to Calvary requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to Calvary under paragraph (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 28.10(a) that, when any other paid annual leave arrangements (whether made under clause 28.9, 28.10 or 28.11 or otherwise agreed by Calvary and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (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 28.9, 28.10 or 28.11 or otherwise agreed by Calvary 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 Calvary and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than a years' worth of annual leave (calculated on their accrual rate under this clause 28) in any period of 12 months.
- (e) Calvary must grant paid annual leave requested by a notice under paragraph (a).

29. Purchased Leave

29.1 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.

29.2 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.

29.3 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.

29.4 Taking Purchased Leave

- (a) Unless varied or terminated in accordance with the remainder of clause 29, 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.

29.5 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).

30. Personal/Carer's Leave

30.1 Relationship to the NES

Personal/Carer's Leave is provided for by the NES. It is the intention of the parties to supplement the terms of the NES at clauses 30.2 and 30.7(c). However, the remainder of clause 30 is provided for the convenience of the parties and is not intended to provide an entitlement that deviates from the NES. Where the NES is amended, this clause will be read to reflect the current NES wording (except where clauses 30.2 and 30.7(c) provide a greater entitlement).

30.2 Amount of Leave

Instead of the NES amount of leave, for each year of service with Calvary (other than periods of employment as a casual employee of Calvary) a full-time employee is entitled to accrue:

- (a) 8 hours per month up to a maximum of 10 days' paid personal leave in the first year of service;
- (b) 10 days' paid personal leave in the second and subsequent years of service.

30.3 Accrual of Leave

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 Calvary) 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). This means part-time employees and any employee who takes a form of leave without pay will accrue a proportional amount.

30.4 Taking paid personal/carer's leave

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.

30.5 Employee taken not to be on paid personal/carer's leave at certain times

- (a) 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.

- (b) If the period during which an employee takes paid personal/carer's leave includes a period of paid family and domestic violence leave, the employee is taken not to be on paid personal/carer's leave for the period of that paid family and domestic violence leave.

30.6 *Payment for paid personal/carer's leave*

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

30.7 *Notice and evidence requirements*

- (a) An employee must give Calvary notice of the taking of personal / carer's leave under this clause.
- (b) The notice:
 - (i) must be given to Calvary as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise Calvary of the period, or expected period, of the leave.
- (c) Where the Employee has given notice of the taking of personal/carer's leave under this clause, the Employee is required to provide evidence that would satisfy a reasonable person that the leave was taken for the reasons given where:
 - (i) the absence:
 - A. is 3 or more consecutive days;
 - B. abuts a public holiday, rostered days off, or annual leave.
 - (ii) the employee has already taken 3 days of paid personal/carer's leave in their service year without provision of evidence to Calvary.
- (d) An employee is not entitled to take personal / carer's leave unless they comply with this clause 30.7.

30.8 Unpaid Carer's Leave is provided for under the NES.

31. Compassionate Leave

31.1 Compassionate Leave is provided for by the NES. Employees are entitled to **3 days** of compassionate leave on the same terms and conditions as the NES. The remainder of clause 31 is provided for the convenience of the parties only.

31.2 An employee is entitled to take 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; or
 - (c) the employee, or the employee's spouse or de facto partner, has a miscarriage. Although this will not apply if the miscarriage results in a stillborn child, or to former spouses/de factor partners of the employee.
- 31.3 An Employee may take compassionate leave for a particular permissible occasion as a single continuous 3 day period or 3 separate periods of 1 day each; or any separate periods to which the Employee and Calvary agree.
- 31.4 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 31.5 If, in accordance with this clause 31, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- 31.6 The Employee, if required by Calvary, shall supply evidence that would satisfy a reasonable person of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

32. Long Service Leave

- 32.1 Long Service Leave is provided for in accordance with the *Long Service Leave Act 1976 (ACT)* (as amended or replaced) ("**the LSL Act**").
- NOTE: For employee's convenience, information on long service leave entitlements in ACT is available at the [ACT Government's Long Service Leave information page](#) or by contacting your local Human Resources contact.*
- 32.2 Notwithstanding any lower entitlement to the quantum of long service leave in the LSL Act, an Employee's entitlement to long service leave shall accrue at the rate of:
- (a) 3 months per 10 years' of service; and
 - (b) 1 month for each completed 5 years' service thereafter.
- 32.3 In accordance with the Act, Employees may access long service leave after 7 years' service,
- 32.4 At the request in writing of the Employee, and then by agreement of Calvary, Long Service Leave entitlements may be taken as double the quantum of leave at half pay. In such circumstances, the amount of annual leave and personal/carer's leave accruals shall be at half the rate.
- 32.5 For the purpose of this clause 32, "**service**" shall have the same corresponding meaning of the LSL Act.

33. Community Service Leave

- 33.1 Community service leave is provided for in the NES.
- 33.2 **Jury Duty**
- (a) When an Employee (other than a casual) is required to attend as a juror, top up pay will be provided to the employee at the rate the employee would have been paid had they worked.

- (b) The Employee will forward to Calvary evidence of fees paid by the court to the Employee for attendance as a juror so that top-up pay can be calculated.

33.3 **Military Reservist and Emergency Services Leave**

An Employee who is a member of the Defence Force Reserves may take any unpaid time required by the Government for training each year.

In addition to the unpaid community service leave under the NES, an Employee who is required to take leave for duty with State/Territory Emergency Services, Bushfire Volunteers, and other approved disaster assistance in the ACT region shall be granted up to three days paid leave per year.

Additional paid leave may be approved by Calvary for any volunteer duties required to be performed by an Employee who is a member of a State/Territory Emergency Service.

34. **Ceremonial Leave**

An employee who is 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 the employer.

35. **Parental Leave and Calvary Paid Parental Leave Scheme**

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

NOTE: Parental Leave under the Act also includes adoption leave.

35.2 **Definitions**

In this clause 29:

- (a) **Parental Leave Period** means the period from when an employee commences Parental Leave to when that employee returns to work at the conclusion of Parental Leave.
- (b) **Partner** means the legally recognised partner, spouse or de facto spouse of the primary carer who is not a Primary Carer.
- (c) **Primary Carer** means an employee who is the principle/main carer meeting the day-to-day care of a child (or children).

35.3 **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 (birth related or adoption related) under the NES.
- (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) A permanent employee is entitled to one (but not both) of the following amounts of Paid Parental Leave in a single Parental Leave Period:
 - A. The amount of Paid Parental Leave for a Primary Carer is 18 weeks.
 - B. The amount of Paid Parental Leave for a Partner is 2 weeks.

(d) Payment for Parental Leave

- (i) Paid Parental Leave will be paid at the employee's minimum hourly rate of pay applicable to their classification and pay point.
- (ii) Part-Time employees shall be paid in accordance with their guaranteed hours (set by clause 9.4(a)) over the period of Paid Parental Leave.
- (iii) An employee may elect to take Paid Parental Leave at half pay for double the duration. In this event, annual leave and personal leave will accrue at half the rate by being treated as if the employee took half the time as paid and half the time as unpaid. An employee may combine half-pay paid parental leave with annual leave to enable an employee to remain on full pay for a period.

(e) Taking Paid Parental Leave

- (i) Notwithstanding the type of Parental Leave taken, the maximum Paid 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.
- (ii) Paid Parental Leave must be taken in a single unbroken period within the Parental Leave Period. For the avoidance of doubt, Keeping in Touch Days will not break a period of Parental Leave for the purposes of this clause.
- (iii) The earliest date Paid Parental Leave may start shall be:
 - A. Birth related leave - 9 weeks from the expected date of birth of the child; or
 - B. Adoption related leave – the day of placement of the child; or
 - C. As mutually agreed between the employee and Calvary.
- (iv) An employee taking a portion of Paid Parental Leave as a Partner must do so within four weeks of the birth of the child.
- (v) Only one person can be designated as the Primary Carer during a Parental Leave Period.
- (vi) While an employee is on Paid Parental Leave they may request Calvary substitute a Paid Parental Leave day:
 - A. to be paid as absent for a Public Holiday; or
 - B. to take Personal / Carer's Leave or Compassionate Leave (in accordance with the terms of taking such leave); and
 - C. provided that:
 - doing so will not extend the Parental Leave Period and any substituted Paid Parental Leave hours will be forfeited by the employee; and
 - requests must be made to Calvary no later than 2 weeks after the public holiday or end of personal / carer's leave.

(f) Notice Requirements

- (i) 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:
 - A. at least 13 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
 - B. 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.
- (ii) When the Employee gives notice under clause 35.3(f), 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.
- (iii) An Employee will remain eligible for Parental Leave if failure to give the stipulated notice under clause 35.3(f) is a result of birth (or a pregnancy loss) occurring earlier than the expected date.

(g) Consecutive Parental Leave Periods

Once an employee completes a Parental Leave Period which contained a portion of Paid Parental Leave then they will become re-entitled to Paid Parental Leave under this clause 29 after having returned to work for a further period of 6 months.

(h) Right to Request Flexibility

- (i) An Employee entitled to parental leave may request Calvary to allow the Employee:
 - A. to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - B. to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the Employee in reconciling work and parental responsibilities.
- (ii) Calvary shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Calvary's business. Such grounds might include but are not limited to:
 - A. that the new working arrangements requested by the Employee would be too costly for Calvary;
 - B. that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
 - C. that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;

- D. that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- E. that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

(iii) *Employee's request and Employer's decision to be in writing*

The Employee's request and the Calvary's decision made under this clause 35.3(h) must be recorded in writing.

(iv) *Notice of part-time requests*

Where an Employee wishes to make a request to temporarily work part-time under 35.3(h) such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave.

(i) **Paid Parental Leave - Miscellaneous Terms**

- (i) Paid Parental Leave will count as continuous service within the meaning of the Act.
- (ii) For the avoidance of doubt, the Paid Parental Leave Scheme provided under this Agreement:
 - A. is subject to an employee remaining eligible for Parental Leave under the NES during a Parental Leave Period;
 - B. operates independently and in addition to any Government paid parental leave scheme (or other like Government benefit); and
 - C. replaces any other Paid Parental Leave scheme(s) provided for under Calvary Health Care's policies.

(j) **Special Maternity Leave**

Special maternity leave is available to employees in accordance with the NES where:

- (i) the employee is not fit for work due to a pregnancy related illness;
- (ii) the pregnancy of the employee ends within twenty eight (28) weeks of the expected date of birth, other than by the birth of a living child.

36. Family and Domestic Violence Leave

36.1 Definitions

- (a) In this clause:
 - (i) **family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
 - (ii) **family member** means:
 - A. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - B. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

- C. a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
 - (iii) A reference to a spouse or de facto partner in the definition of family member in clause 36.1 includes a former spouse or de facto partner.
- 36.2 Family and Domestic Violence Leave is available if an employee is experiencing family and domestic violence, they need to do something to deal with the impact of the family and domestic violence, and it is impractical for the employee to do that thing outside their normal work hours.
- 36.3 Employees are entitled to **20 days paid family and domestic violence leave** on the same terms and conditions as the NES.
- 36.4 For the avoidance of doubt:
- (a) casual employees are entitled to take family and domestic violence leave; and
 - (b) This clause does not limit an Employee from accessing other forms of leave if they exhaust their entitlement to paid family and domestic violence leave.
- 36.5 More information on Family and Domestic Violence Leave is available on the Fair Work Ombudsman's website or in Calvary's *Family and Domestic Violence Leave Policy*.
- 36.6 The NES prescribes confidentiality obligations that apply to Calvary in the handling of Family and Domestic Violence Leave information.

Part 6—Training and Other Matters

37. Mandatory Training and E-Learning

37.1 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.

37.2 Mandatory Training (On-Site)

(a) *Contiguous with a Shift*

(i) 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 25) and weekend penalties (clause 26) 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.

(ii) The minimum payment for the time worked under clause 37.2(a)(i) is 1 hour.

(b) *Employee's Day Off*

Where an employee is rostered to attend mandatory training on their ordinary 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) Employees will not be rostered to complete mandatory training in accordance with this clause on public holidays.

- (e) The exception to payment of overtime for Mandatory Training under this clause 37.2 is limited to the first 10 hours per calendar year. Any mandatory training in excess of 10 hours in the calendar year will be paid at overtime rates.

37.3 **E-Learning**

- (a) E-learning modules will normally be completed within the ordinary working hours in the workplace. Where the employee and their manager agree, modules can be completed outside of working hours and from home. The remaining terms within this clause 37 apply when such agreement is made.
- (b) Calvary will allocate an amount of time for the completion of each compulsory e-learning module (the '**approved amount of time**').
- (c) When the e-learning is completed, Calvary will pay employees for the approved amount of time taken to complete the module, irrespective of whether the employee successfully completes the module in a shorter time period. Such time shall not be regarded as time worked for the purposes of determining overtime payments.
- (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.

38. Professional Development (Support Services Stream)

- 38.1 This clause 38 applies to employees in roles within the Support Services Stream of this Agreement.
- 38.2 Calvary is committed to the development of Employees for the Employees' advancement and to meet present and future needs of the business. As a consequence, Calvary is committed to creating and maintaining a work environment that provides Employees with challenging work and encourages involvement, innovation and personal development. Consistent with the above, Calvary will consider requests from staff for study leave, study assistance and conference assistance consistent with the hospital wide study assistance policies.
- 38.3 An Employee may make application to their Supervisor in the first instance. If the application is not approved by the Supervisor, it will then be referred to the appropriate Manager for review.
- 38.4 Calvary will maintain a commitment to in-service training and periodically publish a hospital training and development program for access by all staff.

39. Professional Development (Health Professionals Stream)

- 39.1 This clause 39 applies to employees in roles within the Health Professionals Stream of this Agreement.
- 39.2 Each full-time employee (pro rata, for part time employees) may access up to 24 hours paid leave for the purposes of attendance at approved conferences/seminars including internal training programs. 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 Employer.
- 39.3 The time and manner of taking any such leave under this provision is to be mutually agreed between Calvary and the Employee and the course and means of dissemination of conference/seminar information is to be approved by hospital management. Should mutual agreement not be possible on repeated occasions this matter is to be referred to the General Manager (or their delegate) for resolution under the dispute resolution process.
- 39.4 Reasonable travel, accommodation and registration costs may be paid by the Employer, when Calvary selects the Employee for the conference/seminar.
- 39.5 All staff granted conference/seminar leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to the Director of Clinical Services on the learning's from the conference/seminar.

Part 7—Consultation and Dispute Resolution

40. Workplace Consultative Committee

- 40.1 If one does not already exist, a Workplace Consultative Committee will be established within 3 months of the ratification of this Enterprise Agreement.
- 40.2 The objective of the Workplace Consultative Committee is to:
- (a) communicate employee matters of importance to the management of the hospital; and
 - (b) discuss any other collective matters affecting the delivery of care.
- 40.3 Each Workplace Consultative Committee shall have employee representatives consisting of up to four employees and one HSU representative. Employee representatives will be self-nominated and if over four nominations are received then Calvary may either accept all the nominations or conduct a confidential election within four weeks to enable four representatives to be elected.
- 40.4 A mix of Support Stream and Health Professional Stream employees from a range of work areas is encouraged.
- 40.5 Meetings shall be held regularly and not less than four times per year, unless neither employees nor management have anything to report.
- 40.6 Furthermore, nothing in this Agreement prevents 'out of session' meetings or individual discussions to deal with urgent matters.
- 40.7 The Workplace Consultative Committee (or any subcommittee arising from the consultative 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.

40.8 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.

40.9 All parties to this Agreement will engage in the Workplace Consultative Committee and the associated processes in good faith.

41. Workload/Staffing Management

41.1 It is acknowledge that best practice rostering provides for meeting operational needs including safe standards and provides for Employees Occupational Health and Safety and work life balance. The Employer will work through changes to rosters in a consultative manner with Employees and if requested their nominated representative which may include Union representation.

41.2 In determining or allocating a reasonable workload for Employees the following matters shall be considered:

- (a) the work performed by the Employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the Employee;
- (b) the work will be consistent with the duties within the Employee's classification description and at a professional standard,
- (c) the workload expected of an Employee will not be unreasonable having regard to the skills, experience and classification of the Employee for the period in which the workload is allocated;
- (d) an Employee's workload will not prevent reasonable and practicable access to vocational training, together with 'in-house' courses or activities, and mandatory training and education.

42. Consultation about major workplace change

42.1 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, Calvary must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); 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.

42.2 For the purposes of the discussion under clause 42.1(b), Calvary 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.
- 42.3 Clause 42.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to Calvary's interests.
- 42.4 Calvary must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 42.1(b).
- 42.5 In clause 42 significant effects, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of Calvary'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.
- 42.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 42.5, such alteration is taken not to have significant effect.

43. Consultation about changes to rosters or hours of work

- 43.1 Clause 43 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.
- 43.2 Calvary must consult with any employees affected by the proposed change and their representatives (if any).
- 43.3 For the purpose of the consultation, Calvary must:
- (a) provide to the employees and representatives mentioned in clause 43.2 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.
- 43.4 Calvary must consider any views given under clause 43.3(b).
- 43.5 Clause 43 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

44. Dispute resolution

- 44.1 Clause 44 sets out the procedures to be followed if a dispute arises about:
- (a) a matter under this Agreement;

- (b) in relation to the NES; or
 - (c) in relation to requests for flexible work arrangements as contained within s. 65B of the Act or requests to extend unpaid parental leave as contained in s. 76B of the Act.
- 44.2 Unless otherwise stated the terms 'party' or 'parties' referred to in this clause means Calvary and/or the Employees, as the context requires.
- 44.3 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 44.
- 44.4 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.
- 44.5 If the dispute is not resolved through discussion as mentioned in clause 44.2, 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.
- 44.6 In order to raise a dispute, the party raising the matter (or their representative) will:
- (a) clearly articulate the nature of, and basis for the dispute; and
 - (b) providing details to enable the responding party to investigate the nature of, and basis of the dispute.
- 44.7 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 44.2 and 44.5, a party to the dispute may refer it to the Fair Work Commission.
- 44.8 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.
- 44.9 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.
- 44.10 While procedures are being followed under clause 44 in relation to a dispute:
- (a) work must continue in accordance with this award and the Act; and
 - (b) an employee must not unreasonably fail to comply with any direction given by Calvary about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 44.11 Clause 44.10 is subject to any applicable work health and safety legislation.

45. Workplace Delegate Rights

- 45.1 Clause 45 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, Calvary is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if Calvary has complied with clause 45.

- 45.2 In clause 45:
- (a) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
 - (b) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by Calvary in the enterprise.

- (c) **enterprise** has the meaning given by section 12 of the Act.
- (d) **rules of the delegate’s organisation** means those rules established in accordance with Chapter 5 of the *Fair Work (Registered Organisations) Act 2009* (Cth) (as amended or replaced).
- (e) **workplace delegate** has the meaning given by section 350C(1) of the Act.

45.3 **Appointment and Designation as Workplace Delegate**

- (a) Before exercising entitlements under clause 45, a workplace delegate must give Calvary written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Calvary with evidence that would satisfy a reasonable person of their appointment or election in accordance with the rules of the delegate’s organisation.
- (b) An employee who ceases to be a workplace delegate must:
 - (i) give written notice to Calvary within 14 days of the act taken to remove the workplace delegate’s status (which may be as a result of an election or resignation of such status); and
 - (ii) not exercise the rights given under this clause after ceasing to be an appointed delegate

45.4 **Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes raised in accordance with clause 44;
- (d) disciplinary processes (provided the workplace delegate is not a witness to the conduct being investigated and/or their involvement does not otherwise risk the integrity of any investigation process);
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate’s organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of Calvary under which eligible employees are entitled to be represented and which concerns the eligible employee’s industrial interests.

45.5 **Entitlement to reasonable communication**

- (a) A workplace delegate may reasonably communicate with eligible employees for the purpose of representing their industrial interests under clause 45.4. This includes discussing membership of the delegate’s organisation and representation with eligible employees.
- (b) A workplace delegate may reasonably communicate with eligible employees during working hours or work breaks, or before or after work.

45.6 Entitlement to reasonable access to the workplace and workplace facilities

- (a) Calvary must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by Calvary to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) Calvary is not required to provide access to or use of a workplace facility under clause 45.6(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) Calvary does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

45.7 Entitlement to reasonable access to training

Calvary must provide a workplace delegate with access to paid time to attend training related to representation of the industrial interests of eligible employees at the following amounts:

- (a) In the first year of being appointed a delegate - up to 5 days of paid time during normal working hours for initial training; and
 - (b) For each subsequent year 1 day for an individual delegate; and
 - (c) An additional total aggregate of 2 days may will be made available for delegates to access provided the training/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) the approval of leave must have regard to the operational requirements of Calvary.
- a) The paid time in 45.7 is subject to the following conditions:
- (a) In each year commencing 1 July, Calvary is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
 - (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.

- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training. .
 - (i) The workplace delegate must give Calvary not less than 5 weeks' notice (unless Calvary and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - (ii) If requested by Calvary, the workplace delegate must provide Calvary with an outline of the training content.
 - (iii) Calvary must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
 - (iv) The workplace delegate must, within 7 days after the day on which the training ends, provide Calvary with evidence that would satisfy a reasonable person of their attendance at the training.

45.8 Exercise of entitlements under clause 45

- (a) A workplace delegate's entitlements under clause 45 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee. This includes, but is not limited to:
 - A. taking only the required amount of working time that is reasonably required to exercise the entitlements under clause 45; and
 - B. prioritising any action that is required to maintain an aged care resident's comfort, health or safety.

ILLUSTRATIVE EXAMPLE: If a workplace delegate is communicating with employees during working hours and a patient requires assistance, the workplace delegate is expected to cease the communication, attend to the patient's needs, and then resume communicating with those employees when appropriate.
 - (ii) comply with the reasonable policies and procedures of Calvary, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work without permission from the relevant manager (as identified by Calvary); and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) In the exercising of their entitlements under clause 45 an employee will be entitled to payment:
 - (i) during their working hours as set by Calvary in accordance with the remainder of this Agreement (unless the Act or this Agreement otherwise disentitles an employee to payment on other grounds); and
 - (ii) in the event of the workplace delegate attending meetings with management for the purpose of negotiating a replacement to this enterprise agreement outside of their

ordinary working hours, Calvary will pay an allowance equal to duration of the meeting paid at the workplace delegate’s ordinary rate of pay. This allowance will not contribute towards the calculation of overtime for any purposes.

- (c) Clause 45 does not require Calvary to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (d) Clause 45 does not require an eligible employee to be represented by a workplace delegate without the employee’s agreement.

NOTE: Under section 350A of the Act, Calvary must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or*
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or*
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 45.*

45.9 Paid Union Meeting Time

- (a) From time to time, Calvary may agree to employees (not just workplace delegates) having paid union meeting time. This may be by a case-by-case basis or formal agreement outside this Enterprise Agreement.
- (b) Notwithstanding any other provision under this Agreement, where Calvary has expressly agreed to a union meeting being paid and an attending employee is not otherwise on duty, they will be entitled to be paid for the actual duration of meeting or the agreed maximum duration of the meeting, whichever shorter, at the employee’s ordinary rate of pay. Such payment will not be regarded as time worked, but treated as an allowance.

46. Notice Board

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

Part 8—Termination of Employment

47. Termination of employment

47.1 Notice of termination by Calvary

- (a) Notice of termination by Calvary shall be in accordance with the NES. Except for the amended additional notice at clause 47.1(c) the remaining terms are provided for the convenience of the parties only.
- (b) The notice required to be provided by an employer is:

Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks

Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (c) The amount of notice required in clause 47.1(b) is increased by 1 week if the employee is over 45 years old and has completed at least 1 years of continuous service with the employer at the end of the day the notice is given.

47.2 Notice of termination by an employee

- (a) Clause 47.2 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.

NOTE: While the Act may change from time to time, this currently includes employees who are casuals and employees who are employed for a specific task or specific time.

- (b) An employee who terminates their employment must give Calvary the same amount of notice prescribed in the table within clause 47.1(b) only.
- (c) If an employee who is at least 18 years old does not give the period of notice required under clause 47.2(b), then Calvary may deduct from wages due to the employee under the Agreement an amount that is no more than one week's wages for the employee, provided that the deduction must not be unreasonable in the circumstances. If Calvary has agreed to a shorter period of notice than that required under 47.2(b) then no deduction can be made pursuant to this subclause.

47.3 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.

47.4 Nothing in this clause requires Calvary to:

- (a) accept a notice period in excess of that prescribed at clause 47.2(b) of this Agreement; or
- (b) provide notice rights to employees who would not be entitled to it under the NES.

47.5 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 47.5 is to be taken at times that are convenient to the employee after consultation with the employer.

48. Redundancy

NOTE 1: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

NOTE 2: Redundancy is a major change and subject to the requirements of clause 42.

48.1 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	12 weeks
7	At least 7 years but less than 8 years	14 weeks
8	8 years and over	16 weeks

48.2 Transfer to lower paid duties on redundancy

- (a) Clause 48.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary 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 the employer pays the employee as set out in clause 48.2(c).
- (c) If Calvary acts as mentioned in clause 48.2(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of 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 ordinary rate of pay (also inclusive of 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.

48.3 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.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

48.4 Job search entitlement



- (a) Where Calvary 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 clause 48.1 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 48.4(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 48.4(b).
- (d) An employee who fails to produce proof when required under clause 48.4(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 47.5.



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 then an employee shall be entitled to Redundancy Pay in accordance with the NES instead of clause 48.1.
- (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 Nothing in clause 48 is intended to provide redundancy pay rights to those employees excluded by the Act.

Part 9—Signatures

Behalf of Calvary:	
Name:	Rebecca Badcock
Authority to Sign:	Regional Chief Executive Officer, Australian Capital Territory
Address:	15 Denison Street, Deakin ACT 2600
Signature:	 Date: 30/10/2024
Witness Name:	
Witness Address:	15 Denison Street, Deakin ACT 2600
Signature:	 Date: 30/10/2024

On behalf of the Employees:	
Name:	<i>Cerard Hayes</i>
Authority to Sign:	Bargaining Representative
Address:	HSU New South Wales Branch, Level 2, 109 Pitt Street, Sydney NSW 2000
Signature:	 Date: 30/10/24
Witness Name:	<i>LYNNE RUSSELL</i>
Witness Address:	<i>3 KARWYN CLOSE EDGEMORTH</i>
Signature:	 Date: 30.10.24

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Health Services Union.

Schedule A— Minimum Wage Rates and Allowances

A.1 Support Services Roles

Classification	Current	FFPP 1/07/2023 4%	FFPP 1/07/2024 4%	FFPP 1/07/2025 3%	FFPP 1/07/2026 3%
Administration					
Grade 1					
Pay Point 1	\$28.73	\$29.88	\$31.07	\$32.01	\$32.97
Pay Point 2	\$30.52	\$31.75	\$33.01	\$34.01	\$35.03
Grade 2					
Pay Point 1	\$32.94	\$34.26	\$35.63	\$36.70	\$37.80
Pay Point 2	\$33.83	\$35.18	\$36.59	\$37.69	\$38.82
Pay Point 3	\$34.69	\$36.08	\$37.52	\$38.65	\$39.81
Pay Point 4	\$35.42	\$36.83	\$38.31	\$39.45	\$40.64
Grade 3					
Pay Point 1	\$37.14	\$38.62	\$40.17	\$41.37	\$42.61
Pay Point 2	\$37.88	\$39.39	\$40.97	\$42.20	\$43.46
Pay Point 3	\$39.36	\$40.93	\$42.57	\$43.85	\$45.16
Grade 4					
Pay Point 1	\$40.77	\$42.40	\$44.09	\$45.42	\$46.78
Pay Point 2	\$41.79	\$43.46	\$45.20	\$46.55	\$47.95
Pay Point 3	\$42.83	\$44.54	\$46.33	\$47.72	\$49.15
Pay Point 4	\$43.90	\$45.66	\$47.48	\$48.91	\$50.38
Grade 5					
Pay Point 1	\$45.58	\$47.40	\$49.29	\$50.77	\$52.30
Pay Point 2	\$46.60	\$48.46	\$50.40	\$51.91	\$53.47
Pay Point 3	\$47.65	\$49.55	\$51.54	\$53.08	\$54.68
CSSD					
Grade 1 (Trainee)	\$25.66	\$26.69	\$27.76	\$28.59	\$29.45
Grade 2 (Aide HICMR)					
Pay Point 1	\$27.20	\$28.29	\$29.42	\$30.31	\$31.21
Pay Point 2	\$28.09	\$29.22	\$30.38	\$31.30	\$32.23
Grade 2 (Technician Cert III)					
Pay Point 1	\$30.52	\$31.75	\$33.01	\$34.01	\$35.03
Pay Point 2	\$31.06	\$32.30	\$33.59	\$34.60	\$35.64
Pay Point 3	\$31.65	\$32.92	\$34.23	\$35.26	\$36.32
Pay Point 4	\$32.10	\$33.38	\$34.71	\$35.76	\$36.83

Classification	Current	FFPP 1/07/2023 4%	FFPP 1/07/2024 4%	FFPP 1/07/2025 3%	FFPP 1/07/2026 3%
Grade 3 (Cert IV)					
Pay Point 1	\$33.73	\$35.07	\$36.48	\$37.57	\$38.70
Pay Point 2	\$34.17	\$35.54	\$36.96	\$38.07	\$39.21
Pay Point 3	\$34.69	\$36.08	\$37.52	\$38.65	\$39.81
Pay Point 4	\$35.43	\$36.85	\$38.32	\$39.47	\$40.66
Grade 4 (Loan Set Co-ordinator)					
Pay Point 1	\$38.54	\$40.09	\$41.69	\$42.94	\$44.23
Pay Point 2	\$39.51	\$41.09	\$42.73	\$44.01	\$45.33
Pay Point 3	\$40.49	\$42.11	\$43.80	\$45.11	\$46.47
Pay Point 4	\$41.51	\$43.17	\$44.90	\$46.24	\$47.63
Grade 5 (Educator/ Supervisor)					
Pay Point 1	\$43.24	\$44.97	\$46.77	\$48.17	\$49.62
Pay Point 2	\$44.21	\$45.98	\$47.82	\$49.25	\$50.73
Pay Point 3	\$45.21	\$47.02	\$48.90	\$50.36	\$51.87
Patient Services					
Grade 1	\$25.66	\$26.69	\$27.76	\$28.59	\$29.45
Grade 2 (Cert III)					
Pay Point 1	\$27.20	\$28.29	\$29.42	\$30.31	\$31.21
Pay Point 2	\$28.15	\$29.28	\$30.45	\$31.36	\$32.30
Pay Point 3	\$28.69	\$29.83	\$31.03	\$31.96	\$32.92
Pay Point 4	\$29.20	\$30.37	\$31.59	\$32.53	\$33.51
Grade 3 (Cert IV)					
Pay Point 1	\$30.52	\$31.75	\$33.01	\$34.01	\$35.03
Pay Point 2	\$31.06	\$32.30	\$33.59	\$34.60	\$35.64
Pay Point 3	\$31.65	\$32.92	\$34.23	\$35.26	\$36.32
Grade 4 (Supervisor)					
Pay Point 1	\$34.17	\$35.54	\$36.96	\$38.07	\$39.21
Pay Point 2	\$35.02	\$36.43	\$37.88	\$39.02	\$40.19
Pay Point 3	\$35.90	\$37.34	\$38.83	\$40.00	\$41.19
Pay Point 4	\$36.80	\$38.27	\$39.80	\$40.99	\$42.22
Clinical Coders					
Grade 1	\$35.42	\$36.83	\$38.31	\$39.45	\$40.64
Grade 2	\$37.14	\$38.62	\$40.17	\$41.37	\$42.61
Grade 3	\$39.14	\$40.70	\$42.33	\$43.60	\$44.91
Grade 4	\$40.87	\$42.51	\$44.21	\$45.53	\$46.90
Grade 5	\$41.61	\$43.28	\$45.01	\$46.36	\$47.75
Grade 6	\$47.18	\$49.06	\$51.03	\$52.56	\$54.13

Classification	Current	FFPP 1/07/2023 4%	FFPP 1/07/2024 4%	FFPP 1/07/2025 3%	FFPP 1/07/2026 3%
Grade 7 (Team Leader)	\$54.38	\$56.55	\$58.81	\$60.58	\$62.40
Health Care Assistant					
Grade 1	\$25.66	\$26.69	\$27.76	\$28.59	\$29.45
Grade 2					
Pay Point 1	\$28.69	\$29.83	\$31.03	\$31.96	\$32.92
Pay Point 2	\$29.20	\$30.37	\$31.59	\$32.53	\$33.51
Pay Point 3	\$30.52	\$31.75	\$33.01	\$34.01	\$35.03
Grade 3					
Pay Point 1	\$31.69	\$32.95	\$34.27	\$35.30	\$36.36
Pay Point 2	\$32.48	\$33.78	\$35.13	\$36.18	\$37.27
Pay Point 3	\$33.22	\$34.55	\$35.94	\$37.01	\$38.12
Domestic Services					
New Entrant	\$25.66	\$26.69	\$27.76	\$28.59	\$29.45
Grade 1	\$26.43	\$27.49	\$28.59	\$29.45	\$30.33
Grade 2					
Pay Point 1	\$27.20	\$28.29	\$29.42	\$30.31	\$31.21
Pay Point 2	\$28.15	\$29.28	\$30.45	\$31.36	\$32.30
Pay Point 3	\$28.69	\$29.83	\$31.03	\$31.96	\$32.92
Pay Point 4	\$29.20	\$30.37	\$31.59	\$32.53	\$33.51
Grade 3					
Pay Point 1	\$30.52	\$31.75	\$33.01	\$34.01	\$35.03
Pay Point 2	\$31.06	\$32.30	\$33.59	\$34.60	\$35.64
Pay Point 3	\$31.65	\$32.92	\$34.23	\$35.26	\$36.32
Grade 4					
Pay Point 1	\$34.17	\$35.54	\$36.96	\$38.07	\$39.21
Pay Point 2	\$35.02	\$36.43	\$37.88	\$39.02	\$40.19
Pay Point 3	\$35.90	\$37.34	\$38.83	\$40.00	\$41.19
Pay Point 4	\$36.80	\$38.27	\$39.80	\$40.99	\$42.22
Maintenance					
Maintenance Officer (Non-Tradesman)	\$32.70	\$34.01	\$35.37	\$36.43	\$37.52
Maintenance Officer (Tradesman)	\$40.16	\$36.96	\$38.44	\$39.59	\$40.78

A.2 Health Professional Roles

Classification	Current	FFPP 1/07/2023	FFPP 1/07/2024	FFPP 1/07/2025	FFPP 1/07/2026
		4%	4%	3%	3%
Allied Health Level 1					
Pay Point 1	\$35.11	\$36.52	\$37.98	\$39.11	\$40.29
Pay Point 2	\$37.54	\$39.04	\$40.60	\$41.82	\$43.07
Pay Point 3	\$40.04	\$41.64	\$43.31	\$44.61	\$45.95
Pay Point 4	\$42.84	\$44.56	\$46.34	\$47.73	\$49.16
Pay Point 5	\$45.13	\$46.93	\$48.81	\$50.28	\$51.78
Allied Health Level 2					
Pay Point 1	\$46.45	\$48.31	\$50.24	\$51.75	\$53.30
Pay Point 2	\$47.83	\$49.74	\$51.73	\$53.28	\$54.88
Pay Point 3	\$49.12	\$51.08	\$53.12	\$54.72	\$56.36
Pay Point 4	\$50.50	\$52.52	\$54.62	\$56.26	\$57.95
Pay Point 5	\$52.06	\$54.15	\$56.31	\$58.00	\$59.74
Allied Health Level 3A					
Pay Point 1	\$53.61	\$55.75	\$57.98	\$59.72	\$61.51
Pay Point 2	\$54.92	\$57.12	\$59.40	\$61.18	\$63.02
Pay Point 3	\$56.56	\$58.82	\$61.18	\$63.01	\$64.90
Pay Point 4	\$58.33	\$60.67	\$63.09	\$64.98	\$66.93
Pay Point 5	\$59.44	\$61.82	\$64.29	\$66.22	\$68.20
Allied Health Level 3B (Deputy Department Head)					
Pay Point 1	NEW	\$56.86	\$59.14	\$60.91	\$62.74
Pay Point 2	NEW	\$58.26	\$60.59	\$62.41	\$64.28
Pay Point 3	NEW	\$60.00	\$62.40	\$64.27	\$66.20
Pay Point 4	NEW	\$61.88	\$64.35	\$66.28	\$68.27
Pay Point 5	NEW	\$63.05	\$65.57	\$67.54	\$69.57
Allied Health Level 4A (Department Head)					
Pay Point 1	\$61.94	\$64.41	\$66.99	\$69.00	\$71.07
Pay Point 2	\$66.78	\$69.45	\$72.23	\$74.40	\$76.63
Allied Health Level 4B (Department Head)					
Pay Point 1	NEW	\$66.60	\$69.26	\$71.34	\$73.48
Pay Point 2	NEW	\$71.81	\$74.68	\$76.92	\$79.23

A.3 Pastoral Care Roles

Classification	Current	FFPP 1/07/2023	FFPP 1/07/2024	FFPP 1/07/2025	FFPP 1/07/2026
				3%	3%
Associate (Unqualified)	NEW	NEW	\$27.92	\$28.76	\$29.62
Associate (Certificate III)	NEW	NEW	\$28.26	\$29.10	\$29.98
Level 1					
Pay Point 1 (UG 2 qualification)	\$26.99	\$28.57	\$29.64	\$30.53	\$31.45
Pay Point 2 (three year degree entry)	\$28.04	\$29.67	\$30.78	\$31.71	\$32.66
Pay Point 3 (four year degree entry)	\$29.28	\$30.98	\$32.15	\$33.11	\$34.10
Pay Point 4 (masters degree entry)	\$30.26	\$32.05	\$33.25	\$34.25	\$35.27
Pay Point 5 (PhD entry)	\$33.01	\$34.91	\$36.22	\$37.31	\$38.43
Pay Point 6	\$34.14	\$36.16	\$37.51	\$38.64	\$39.80
Level 2					
Pay Point 1	\$34.36	\$36.35	\$37.71	\$38.84	\$40.01
Pay Point 2	\$35.61	\$37.67	\$39.08	\$40.26	\$41.46
Pay Point 3	\$36.96	\$39.11	\$40.58	\$41.80	\$43.05
Pay Point 4	\$38.39	\$40.67	\$42.19	\$43.46	\$44.76
Level 3					
Pay Point 1	\$40.09	\$42.43	\$44.02	\$45.34	\$46.70
Pay Point 2	\$41.22	\$43.62	\$45.26	\$46.62	\$48.02
Pay Point 3	\$42.08	\$44.56	\$46.23	\$47.61	\$49.04
Pay Point 4	\$43.96	\$46.54	\$48.29	\$49.74	\$51.23
Pay Point 5	\$45.58	\$48.26	\$50.07	\$51.57	\$53.11
Level 4					
Pay Point 1	\$48.55	\$51.37	\$53.30	\$54.90	\$56.55
Pay Point 2	\$51.79	\$54.82	\$56.88	\$58.58	\$60.34
Pay Point 3	\$56.35	\$59.62	\$61.86	\$63.71	\$65.63
Pay Point 4	\$62.18	\$65.82	\$68.29	\$70.33	\$72.45

A.4 Allowances

Allowance Description	Clause	Current	FFPP 1/07/2023 4%	FFPP 1/07/2024 4%	FFPP 1/07/2025 3%	FFPP 1/07/2026 3%
Broken Shift Allowance	15.2	NEW	\$9.26	\$9.63	\$9.92	\$10.21
Uniform Allowance (whichever is lesser)	15.4(b)					
- per Shift		NEW		\$1.23	Per cl. 15.1	
- per Week		NEW		\$6.24		
Theatre Shoes	15.4(e)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
<i>Note: Theatre Shoes are not indexed.</i>						
Kilometre Reimbursement	15.5	\$0.88	\$0.92	\$0.99	Per cl. 15.1	
Leading Hand Allowance	15.6					
- In Charge of 2-5 employees		NEW		\$0.79	Per cl. 15.1	
- In Charge of 6-10 employees		NEW		\$1.13		
- In Charge of 11-15 employees		NEW		\$1.42		
- In Charge of 16 or more employees		NEW		\$1.74		
Overtime Meal Allowance	15.10(a)(ii)					
- First Meal		\$12.88	\$13.40	\$16.20	Per cl. 15.1	
- Second Meal		\$11.61	\$12.07	\$14.60		
On Call - Support Services	15.7					
Monday to Saturday		\$26.06	\$28.67	\$29.81	\$30.71	\$31.63
Monday to Saturday (Day Off)		\$30.39	\$33.43	\$34.77	\$35.81	\$36.88
Sunday or Public Holiday		\$50.66	\$55.73	\$57.96	\$59.69	\$61.48
On Call - Health Professionals	15.7					
Monday to Saturday		\$46.89	\$48.77	\$50.72	\$52.24	\$53.80
Monday to Saturday (Day Off)		\$56.33	\$58.58	\$60.93	\$62.75	\$64.64
Sunday or Public Holiday		\$84.48	\$87.86	\$91.37	\$94.11	\$96.94

Schedule B— Classification Definitions

B.1 Support Services Roles

B.1.1 Administration

(a) Grade 1

Means a person who may be required to work under direct supervision, and who performs work of a regular repetitive nature, which requires the exercise of limited discretion, duties may include but are not limited to checking figures, matching documents, sorting and filing papers and handling mail, directing telephone calls, data entry, and may be working toward Certificate III.

(b) Grade 2 (Certificate III Level)

As for Grade 1 above, involves exercising some initiative and minor decision making. Duties may include but are not limited to switchboard operation, or data entry that does not fall in the grades 3, 4 & 5. Has a certificate III in the relevant area.

(c) Grade 3 (Certificate IV Level)

This person is able to carry out duties for Grade 1 & 2 above, these positions involve regular exercise of independent initiative judgement and decision making. Duties may include but are not limited to ledger entry, patient billings and reconciliations similar accounting operations, ward clerk duties, switchboard operation, admission and discharge of patients, collation of papers for admissions, or data entry that does not fall in the grades, 4 & 5. Has a certificate IV in the relevant area.

(d) Grade 4 (Senior Administration Officer/Supervisor)

This person is able to carry out duties for Grade 1, 2 & 3 above and exercises substantial responsibility and independent initiative and judgement. Has a knowledge of office procedures and Employers business. This person is involved in reviewing, drafting and implementation of processes and procedures in their relevant area. Duties may include but are not limited to supervision and control of the work of other clerks. Liaise with unit managers, data providers, technical and other staff to ensure the quality and integrity of data entered into the data base. Assists with projects and quality assurance of new and replacement software modules. Has a certificate IV in front line management.

(e) Grade 5 (Manager)

Duties include, but are not limited to, involved in the recruitment of the clerical team. Oversees the preparation and maintenance of clerical rosters. Manages functional areas within area of responsibility. Develops strategic work practices. Responsible for the development of training programs. Manages confidential staff information.

B.1.2 CSSD

(a) Grade 1 (Trainee)

Means a person in training to perform the duties of CSSD Aide/Technician/ and is undertaking credentialing under HICMR in the relevant area.

(b) Grade 2 (CSSD Aide HICMR)

Means a person who in addition to the duties mentioned at level 1, can perform the duties of CSSD Aide, can perform directly supervised work in endoscopy and has been credentialed under HICMR in the relevant area.

(c) Grade 2 (CSSD Technician Certificate III Sterilisation)

Means a person who in addition to the duties mentioned at level 1 and 2, can perform the duties of technician in CSSD and possesses Certificate III level Qualification in the relevant area.

(d) Grade 3 (Certificate IV Level)

Means a person who in addition to the duties mentioned at level 1 and 2, can perform the duties of technician in CSSD and possesses an appropriate Certificate in Sterilising or has training and experience to perform specialised tasks at a high degree of competency independent of supervision. Independent of supervision means working in Endoscopy, Loan Sets or Theatre Set up not under the direct supervision of a Supervisor.

(e) Grade 4 (Loan Set Co-ordinator)

Means a person who possesses the relevant training in Loan Set coordination, and is able to manage the loan set needs of the hospital independent of supervision.

(f) Grade 5 (Educator/ Supervisor – Certificate III Sterilisation and Certificate IV Trainer)

Means a person who in addition to the duties mentioned at level 1&2 above, can perform the duties of technician, and possesses Certificate III level Qualification, in addition is able to train staff in classifications 1,2 &3 above and possesses Certificate IV train the trainer in the relevant area.

B.1.3 Patient Services

(a) Grade 1 (Patient/Support Services/ Wardsperson/ Storesperson)

A person who performs any or all of the following duties: portering of clients, making of beds, emptying and cleaning of garbage bins, keeping patient and public areas clean and tidy, keeping store rooms clean and tidy and other duties incidental and peripheral to these functions. An Employee at this level shall work under direct supervision and provide assistance to nursing staff in regard to patients. Following a performance review and if the staff member is meeting the requirements of the position the staff member is to move to Grade 2 after 6 months.

(b) Grade 2 (Patient/Support Services/ Wardsperson/Storesperson - Certificate III Level)

Means a person who in addition to the duties mentioned at Grade 1, can perform the duties of, patient services without direct supervision being required or possesses Certificate III level Qualification in the relevant area.

(c) Grade 3 (Patient/Support Services/Wardsperson/Storesperson – Certificate IV Level)

Means a person, who in addition to the duties mentioned at Grade 2, can perform theatre duties and/or possesses Certificate IV level Qualification in the relevant area.

(d) Grade 4 (Supervisor/Anaesthetic Technician/Theatre Technician)

Means a person appointed as such by the Employer, who is placed in charge of not less than five Employees of a substantially similar classification or has completed an appropriate level qualification

B.1.4 Clinical Coders

(a) Grade 1

Newly qualified clinical coder with HMAA Certificate and 80% accuracy.

- (b) Grade 2.
HMAA qualified coder with 1 years' experience.
- (c) Grade 3
HMAA qualified coder with 2 years' experience and maintaining 85% coding accuracy.
- (d) Grade 4
HMAA qualified coder with 2 years' experience and maintaining 90% coding accuracy and a minimum 4 records per hour.
- (e) Grade 5
HMAA qualified coder with 2 years' experience and maintaining 95% coding accuracy and a minimum 4 records per hour and able to undertake the mentoring of less experienced coders (ideally with Certificate of attainment as Work Place Assessor with BSZ401A/BSZ402A/BSZ403A, and Train Small groups BSZ404A and able to apply the NCCH coding audit tool.
- (f) Grade 6
HMAA qualified coder with 2 years' experience and maintaining 95% coding accuracy and a minimum 4 records per hour and able to undertake the mentoring of less experienced coders (ideally with Certificate of attainment as Work Place Assessor with BSZ401A/BSZ402A/BSZ403A, and Train Small groups BSZ404A and able to apply the NCCH coding audit tool.

The occupant may not be permanently appointed to the position unless they have completed a Certificate IV Business Management BSB41101, and Certificate IV Work Place Training & Assessing BSZ40198 higher relevant Certificate or Diploma qualifications may be considered in combination with experience. The occupant must be proficient at administering assessments using the NCCH/HMAA coding audit tool.
- (g) Coding Team Leader

The occupant may not be permanently appointed to the position unless they have completed a Certificate IV Business Management BSB41101, and Certificate IV Work Place Training & Assessing BSZ40198 higher relevant Certificate or Diploma qualifications may be considered in combination with experience. The occupant must be proficient at administering assessments using the NCCH/HMAA coding audit tool.

B.1.5 Health Care Assistant

- (a) Grade One:
Training Level or qualifications: not required to have formal qualifications or training. Will be required to enrol in the Certificate III or IV Allied Health Assistance. Staff at this level are to work under direct supervision of a Health Professional. Staff perform straightforward duties under direct supervision and with structured on the job training. Tasks are covered by standard procedures and require the practical application of basic skills and knowledge.
- (b) Grade Two
It is required that staff at this level would have a certificate III in Allied Health assistance or recognised equivalent, with a range of well-developed skills.

Staff at this level work under direct supervision and have no supervisory responsibilities.

Staff at this level perform a range of straightforward tasks requiring practical application of acquired skills and knowledge where procedures are clearly established. Staff may on occasion perform more complex tasks, but guidance is readily available.

(c) Grade Three

Staff at this level are required to have a Certificate IV in Allied Health Assistance or recognised equivalent

Staff at this level work under direct or indirect supervision for the performance of routine and standard tasks. Direct supervision is provided for new or more complex tasks depending on experience.

Staff at this level have limited supervisory responsibilities. The supervision they give may include providing guidance to Health Care Assistant students or inexperienced Health Care Assistant staff in relation to non-clinical duties

Staff at this level undertake a range of duties requiring the practical application of a high level of skills and knowledge and board understanding of a range of personnel and functions. They may assist in supervising a client group where procedures are clearly established. Staff may complete more complex tasks under direct supervision.

B.1.6 Domestic Services

(a) New Entry Domestic Services

Domestic Services worker who hold no qualifications or previous experience. Entry level Trainee. Following a performance review and if the staff member is meeting the requirements of the position the staff member is to move to Grade 1 after 6 months.

(b) Grade 1 Domestic Services

Domestic Services worker holds Certificate II in either Food Services or Cleaning or previous experience in related area.

Working under supervision providing catering or housekeeping duties.

(c) Grade 2 Domestic Services (Certificate III Level)

As well as performing the duties in Grade 1, Domestic Services worker holds Certificate III qualification in relevant area or multi skilled worker with at least 18 months experience in the related field.

(d) Grade 3 Domestic Services

Domestic Services worker is a qualified tradesperson or holds a Certificate IV in an appropriate field and can perform the duties of Grade 1 & 2

(e) Grade 4 Domestic Services (Supervisor)

Domestic Services worker holds Certificate IV Front line Management or Business Management.

The worker also needs to be a qualified tradesperson or Supervisor role which means a person appointed as such by the Employer who is placed in charge of not less than 5 Employees of a substantially similar classification

B.1.7 Maintenance

(a) Maintenance Officer (Non-tradesman)

A Maintenance Officer/Skilled Handyperson at this level performs routine maintenance tasks within the hospital including but not limited to:

- (i) complete daily jobs that scheduled in the engineering and reports maintenance system;
- (ii) general preventative / reactive maintenance tasks including inspection and reporting of buildings and equipment;
- (iii) changing light bulbs;
- (iv) cleaning of vents and fans;
- (v) patching and painting walls for minor repairs;
- (vi) basic (non-trade level) carpentry and basic plumbing repairs;
- (vii) monthly vehicle inspections (but not mechanical repairs);
- (viii) routine inspection of plant equipment.

An employee at this classification:

- (i) is capable of prioritising work within established routines, methods and procedures;
- (ii) is responsible for work performed with a medium level of accountability or discretion;
- (iii) works under limited supervision, either individually or in a team;
- (iv) possesses sound communication and/or arithmetic skills; and
- (v) requires specific on-the-job training and/or relevant skills training or experience.

(b) Maintenance Officer (Tradesman)

A Maintenance Officer is an employee who performs maintenance tasks within the hospital of both a routine nature and those that require trade qualifications.

An employee at this classification:

- (i) is responsible for work performed with a medium level of accountability or discretion;
- (ii) works under limited supervision, either individually or in a team; and
- (iii) possesses good communication, interpersonal and/or arithmetic skills.

An employee at this classification level is required to have a related trade qualification or perform quality work of a trade level as determined by Calvary.

B.2 Health Professional Definitions

B.2.1 Allied Health Level 1 Positions

- (a) Allied Health professionals employed at Level 1 are newly qualified Employees. Health professionals at this level are beginning practitioners who are developing their skills and competencies. Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.
- (b) Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases. Level 1 staff participate in quality, risk and WH&S activities and workplace education.
- (c) After working as a health professional for 1976 hours of service, Level 1 staff may be required to provide supervision to undergraduate student on observational placements and to work experience students.
- (d) All new graduates covered by this section will enter the structure at the health professional 1 level at an increment point commensurate with the required qualifications.
- (e) New graduates will remain at the health professional level 1 Year increment to which they were appointed for a minimum of 1976 hours of service. This period may extend beyond 1976 hours subject to discipline specific requirements.
- (f) A graduate that meets the discipline specific requirements at the end of the relevant period may be progressed to the next health professional level 1, Year level increment.
- (g) A HP1 employed in a registrable profession must meet full registration requirements before progression to the next increment above the previously occupied HP 1.

B.2.2 Allied Health Level 2 Positions

- (a) Progression to Level 2 from Level 1 may occur following a minimum of 1 year clinical experience in the HP 1 level subject to organisational requirements, or by applying for a professional review upgrade with an agreed assessment of competency determined by a committee to be established by the GM. (as per below)
- (b) Level 2 health professionals are expected to be experienced clinicians who have obtained respective discipline specific practitioner competencies and to perform duties in addition to those at Level 1.
- (c) Health professionals at this level are competent independent practitioners who have clinical experience in their profession and work under minimal direct professional supervision.
- (d) Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing , complex or critical tasks.
- (e) Level 2 staff may be required to supervise Level 1 health professionals and technical and support staff as required.
- (f) Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.
- (g) Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.
- (h) Level 2 health professionals are required to apply for a MBS provider number and to provide out patient clinical services.

- (i) Competencies must be maintained on an ongoing basis to remain at this level.

B.2.3 Allied Health Level 3 Positions

- (a) Positions at Levels 3 may have a clinical, education or management focus or may have elements of all three features. Progression to Allied Health level 3 positions are subject to organisational requirements
- (b) Health professionals working in positions at Levels 3 are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline and have three years' experience at a health professional level 2. Level 3 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 staff provide clinical services to client groups and circumstances of a complex nature.
- (c) Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.
- (d) Level 3 staff have the capacity to provide clinical supervision and support to Level 1 and 2 health professionals, technical and support staff. Level 3 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.
- (e) The expertise, skills and knowledge of a Level 3 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- (f) Level 3 staff may be required to manage specific tasks or projects.
- (g) Level 3 health professionals are required to apply for a MBS provider number and to provide outpatient clinical services.

B.2.4 Allied Health Level 3B (Deputy Department Head)

An Allied Health Level 3B (Deputy Department Head) is an employee appointed as such by the Employer who undertakes the duties of a Level 3 and works in collaboration with the Department Head to provide operational support, The Deputy Department Head may act in the capacity and perform the duties of the Department Head for any period of absence of the Department Head. Where the employee is authorised to act in the capacity and perform the duties of the Department Head for a period of more than 5 consecutive working days, the employee will be paid in accordance with clause 16.1 – Higher Duties

B.2.5 Allied Health Level 4 Position (Department Head)

The criteria for a Department Head will generally rely upon the number of direct reports (health professionals or other technical and support staff) within a department. This does not preclude the Employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

- (a) Allied Health Level 4A

An Allied Health Level 4A is an employee appointed as such by the Employer who is:

- (i) in charge of less than 30 direct reports; or
- (ii) is in charge of 30 or more direct reports and a Deputy Department Head is appointed.

(b) Allied Health Level 4B

An Allied Health Level 4B is an employee appointed as such by the Employer who:

- (i) is in charge of 30 or more direct reports and no Deputy Department Head is appointed; or
- (ii) at the sole and absolute discretion of the Employer it is determined that due to organisational complexity, range and scope of duties and other responsibilities to be undertaken appointment at this level is more appropriate.

B.2.6 List of Common Health Professionals

For convenience of the parties only, this is a list of common Health Professionals from the Modern Award:

Acupuncturist	Medical Librarian
Aromatherapist	Medical Photographer/Illustrator
Art Therapist	Medical Record Administrator
Audiologist	Medical Technician/Renal Dialysis Technician
Biomedical Engineer	Musculoskeletal Therapist
Biomedical Technologist	Music Therapist
Cardiac Technologist	Myotherapist
Child Psychotherapist	Naturopathist
Chiropractor	Nuclear Medicine Technologist (NMT)
Client Advisor/Rehabilitation Consultant	Oral Health Therapist
Clinical Perfusionist	Orthoptist
Community Development Worker	Osteopath
Counsellor	Pharmacist
Dental Hygienist	Play Therapist
Dental Prosthetist	Podiatrist
Dental Therapist	Prosthetist/Orthotist
Diversional Therapist	Psychologist
Genetics Counsellor	Radiation Therapy Technologist (RTT)
Health Information Manager	Recreation Therapist
Homeopathist	Reflexologist
Masseur, Remedial	Research Technologist
Medical Imaging Technologist (MIT) (including: Medical Radiographer; Ultrasonographer; Magnetic Resonance Imaging Technologist; Nuclear Medicine Technologist; and Radiation Therapist)	Medical Scientist
Medical Laboratory Technician	Sonographer
	Welfare Worker
	Youth Worker

B.3 Pastoral Care

B.3.1 Pastoral Carer (Associate)

- (a) Pastoral carers appointed at this classification provide spiritual support of an unqualified and non-specialised nature.
- (b) Employees at this classification will have no formal qualifications in a pastoral education.
- (c) Pay points on commencement for this classification will be based on the level of qualification corresponding with the wage table and include:
 - (i) Certificate III in a care related field;
 - (ii) Bachelor's degree or post-graduate qualifications of a non-pastoral education field.
- (d) An employee of this classification is able to:
 - (i) is capable of prioritising work within established routines, methods and procedures;
 - (ii) is responsible for work performed with a medium level of accountability or discretion;
 - (iii) works under limited supervision, either individually or in a team;
 - (iv) possesses sound communication and/or arithmetic skills;
 - (v) requires specific on-the-job training and/or relevant skills training or experience; and
 - (vi) may undertake a range of clerical functions within established routines, methods and procedures.

B.3.2 Pastoral Carer - Level 1 (Supervised Practitioner)

- (a) An employee appointed to this classification is a spiritual care practitioner able to identify and respond to spiritual needs and consults with senior practitioners in complex cases.
- (b) This classification is for newly graduated pastoral care practitioners who require support and guidance in their practice.
- (c) Indicative minimum qualifications for this level include:
 - (i) Clinical Pastoral Education Certificate; or
 - (ii) Bachelor's degree or post-graduate qualification with a significant component of units of study related to pastoral education.
- (d) Pay points on commencement for this classification will be based on the level of qualification corresponding with the wage table.
- (e) Pastoral Carers of this level:
 - (i) undertake routine professional tasks using specific spiritual care skills and knowledge within scope of practice;
 - (ii) work within a team environment according to service guidelines and procedures;
 - (iii) identify professional limitations requiring guidance from senior practitioners;
 - (iv) operate effectively in a multidisciplinary context; and
 - (v) actively engage in professional development opportunities.

B.3.3 Pastoral Carer - Level 2 (Independent Practitioner)

- (a) An employee appointed to this classification is a spiritual care practitioner able to work independently in routine cases and identifies appropriate pathways in responding to complex spiritual needs (including seeking support from higher level staff).
- (b) Pastoral Care Practitioners at this level will possess demonstrated experience to enable them to practice independently while also possessing the following qualifications:
 - (i) Clinical Pastoral Education Certificate;
 - (ii) Bachelor's degree or post-graduate qualification with a significant component of units of study related to pastoral education; or
 - (iii) Bachelor's degrees or post-graduate qualifications related to the fields of psychology or social work that are acceptable to Calvary.
- (c) Pastoral Carers of this level:
 - (i) work independently and exercise judgment in routine cases;
 - (ii) contribute to quality improvement processes and research activities;
 - (iii) contribute to review of service guidelines and procedures;
 - (iv) contribute to professional development initiatives;
 - (v) provide advice to lower level Pastoral Carer employees, students, and volunteers regarding routine service matters; and
 - (vi) may require professional supervision from more senior members of the profession or Pastoral Care Team when performing novel, complex, or critical task.

B.3.4 Pastoral Care – Level 3 (Service Coordination)

- (a) An employee appointed to this classification is a senior spiritual care practitioner able to provide specialist care, coordinate a spiritual care service and influence service development.
- (b) Pastoral Carers of this level:
 - (i) work independently with high level of specialist knowledge and skills.
 - (ii) provide supervision and support to Level 1 and Level 2 practitioners.
 - (iii) are responsible and accountable for efficient service delivery in specific organisational contexts.
 - (iv) initiate quality improvement and research programs.
 - (v) identify professional development needs and facilitate education programs.
 - (vi) may be responsible for service-related budgets and resourcing.

B.3.5 Pastoral Care – Level 4 (Strategic Management)

- (a) An employee appointed to this classification is a senior spiritual care practitioner able to manage spiritual care department and provide high level strategic direction and advice to organisational executive.
- (b) Pastoral Carers of this level will:
 - (i) work at a high level of professional knowledge and skills.

- (ii) provide advice regarding complex and critical cases.
- (iii) are responsible and accountable for effective service delivery, resource management and setting priorities in accordance with organisational vision, values and objectives.
- (iv) develop and implement strategic plans for service efficiency.
- (v) are responsible for all aspects of human resource management within the service department.

Schedule C— Supported Wage Scheme

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee’s productive capacity and agreed wage rate.

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than **\$90** per week.

C.4.3 Where an employee’s assessed capacity is **10%**, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do

the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

- C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less, per week, than that prescribed by the *Health Professionals and Support Services Award 2020* [MA000027] (as amended).
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.