



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Calvary Administration Pty Ltd
(AG2023/5203)

CALVARY HEALTH CARE – AGED CARE TASMANIA ENTERPRISE AGREEMENT 2023-2025

Aged care industry

DEPUTY PRESIDENT O’NEILL

MELBOURNE, 17 JANUARY 2024

Application for approval of the Calvary Health Care – Aged Care Tasmania Enterprise Agreement 2023-2025.

[1] An application has been made for approval of an enterprise agreement known as the *Calvary Health Care – Aged Care Tasmania Enterprise Agreement 2023-2025*. (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Calvary Administration Pty Ltd. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was before 6 June 2023. The Agreement was made on or after 6 June 2023.

[4] The agreement title in the Notice of Representational Rights (NERR) distributed to employees is slightly different to the agreement title in clause 1.1 of the Agreement. Employees were also not provided with the NERR within 14 days after notification time as required by s173(3) of the Act. However, I am satisfied that the Agreement would have been genuinely agreed to but for the minor technical departure from the NERR requirements under s.173 and s.174 of the Act and that the employees covered by the Agreement were not likely to have been disadvantaged by this error. Accordingly, I exercise the discretion conferred by s.188(2) of the Act.

[5] The Agreement lodged contained a typographical and formatting errors at clause 22.8(a). On 9 January 2024, the Applicant filed an amended page of the Agreement, which included the insertion of the signature page on behalf of the ANMF. Pursuant to s.586 of the Act, I am satisfied that the correction should be made and that it is appropriate to do so.

[6] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[7] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[8] The Australian Nursing and Midwifery Federation (ANMF) and the Health Services Union (HSU), being the bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations. The ANMF and HSU support approval of the Agreement.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 January 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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Annexure A



Hospitals
Home Care
Virtual Care
Retirement Living
Residential Aged Care

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/5203

Applicant:

Calvary Administration Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Mark Douglas, Industrial Relations Manager for Calvary Administration Pty Ltd ("Calvary") give the following undertakings with respect to the *Calvary Health Care – Aged Care Tasmania Enterprise Agreement 2023-2025* ("the Agreement"):

1. I have the authority given to me by Calvary to provide this undertaking in relation to the application before the Fair Work Commission.
2. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Double Shifts

3. For the avoidance of doubt, clause 22.9 (Double Shifts) of the Agreement does not / will not operate to excuse payment of overtime for work in excess of the limits of ordinary hours of shifts that are set in clause 21.1 (Ordinary Hours of Work) of the Agreement. Accordingly, all authorised work performed:
 - (a) For full-time and part-time employees, in excess of 8 ordinary hours of work (exclusive of meal breaks) for shifts other than a night shift, unless the employee has agreed to 10 ordinary hours of work (exclusive of meal breaks);
 - (b) For full-time and part-time employees, in excess of 10 ordinary hours of work (exclusive of meal breaks) for night shift; and
 - (c) For casual employees, in excess of 10 ordinary hours of work (exclusive of meal breaks),

will be paid as overtime in accordance with clause 26 of the Agreement.

Broken Shifts

4. Clause 22.11 of the Agreement shall be replaced by the following:
 - 22.11 **Broken shifts**
 - (a) **Broken shift** for the purposes of this clause means a shift worked by an Aged Care stream part-time or casual employee that:



- (i) includes breaks (other than a meal break) of at least 60 minutes and not more than 4 hours; and
 - (ii) where the span of hours between the commencement and finish of work is not more than 12 hours.
- (b) An employee must receive a minimum break of **10 hours** between broken shifts rostered on successive days.
- (c) A broken shift may be worked where:
 - (i) there is mutual agreement between the employer and employee to work the broken shift; or
 - (ii) there is an established pattern of broken shifts within a work area that applies to an employee's role. For example, Kitchens or Serveries.
- (d) Broken shifts will be considered ordinary time unless the employee exceeds the limits of ordinary hours set out at clause 21.1.
- (e) For the purposes of shift penalty rates, each portion of a broken shift shall be treated as a separately distinct shift.

ILLUSTRATIVE EXAMPLE: A split shift may have a day shift portion and an afternoon shift portion. Penalty rates are calculated on the start and finish times of the Afternoon shift portion only.
- (f) All work associated with a broken shift that is:
 - in the case of work performed beyond the maximum span of 12 hours for a broken shift shall be paid at **200%** of the employee's minimum rate of pay.
 - in the case of an employee who has had less than 10 hours break between the end of one broken shift and the commencement of another will be paid **200%** of their minimum rate of pay for the entirety of the shift.
- (g) Each portion of the broken shift must meet the minimum engagement requirements in clause 22.6(b).

Interrupted Meal Breaks

5. Sub-clause 23.1(d) of the Agreement shall be replaced by the following:

(d) **Interrupted Meal Break**

Where an employee is not on-call but 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, the employee will be paid overtime for all time worked until the meal break is taken and such overtime will be counted as an employee's guaranteed minimum hours.

Saturday and Sunday penalty rates for Casual Employees

6. Sub-clause 25.2(b) of the Agreement shall be replaced by the following:

- (b) A casual Aged Care Steam employee who works on a Saturday or Sunday shall be paid as follows:
 - (i) Saturday – 175% of the minimum wage rate (inclusive of casual loading).
 - (ii) Sunday – 200% of the minimum wage rate (inclusive of casual loading).



Supported Wage Schedule

7. Clause C.10.3 of the Agreement shall be replaced by the following:

C.10.3 *The minimum amount payable to the employee during the trial period must be no less than \$102 per week.*

Signed:

A handwritten signature in black ink, appearing to read "Mark Douglas".

Mark Douglas
Industrial Relations Manager
16 January 2024



Calvary Health Care Aged Care Tasmania

Enterprise Agreement 2023-2025

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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Part 1—Application and Operation of this Agreement

1. Title, commencement and expiry

- 1.1 This enterprise agreement is the *Calvary Health Care – Aged Care Tasmania Enterprise Agreement 2023-2025* ('**this Agreement**').
- 1.2 This Agreement shall commence 7 days after the approval by the Fair Work Commission.
- 1.3 The nominal expiry date for this Agreement is 30 June 2026.

2. Definitions and interpretation

- 2.1 In this Agreement, unless a contrary definition appears:

Act means the *Fair Work Act 2009 (Cth)*.

Aged Care Stream means the classifications defined in Schedule B, clause B.1 of this Agreement.

AHPRA means the Australian Health Practitioner Regulation Agency.

Calvary or **employer** means Calvary Administration Ltd (ABN 32 110 281 760).

Casual employee has the meaning given by section 15A of the Act.

Casual hourly rate means the rate prescribed by clause 10.5.

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

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.

Employee means an employee covered by this Agreement pursuant to clause 4.

Fair Work Commission (or 'FWC') means the statutory body established under the Act or any successor organisation established under Commonwealth legislation.

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

Immediate family member of an employee 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.
- (c) **spouse** includes a former spouse.
- (d) **de facto partner** means:
 - (i) 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
 - (ii) includes a former de facto partner of the employee.

Member of an employee's household in respect of an employee means any person or persons who reside, or usually reside, with the employee.

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

Nursing Stream means classifications defined in Schedule B, clause B.2 of this Agreement.

Ordinary rate of pay has the same meaning as base rate of pay defined in section 16 of the Act, being '*the rate of pay payable to an employee for their ordinary hours of work excluding any other identifiable amounts*'.

Shiftworker, other than for the purposes of eligibility for the additional weeks' annual leave prescribed by clause 29.2, means anyone who is not designated a day worker.

Traineeship means a system of training that:

- (a) has been approved by the relevant State or Territory training authority; and
- (b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- (c) leads to an AQF certificate level qualification.

Training contract means an agreement for a traineeship made between an employer and an employee that is registered by the relevant State or Territory training authority.

Training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement training package.

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 inserted 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 and in effect, this Agreement will replace:

- (a) the *Aged Care Award 2010* and *Nurses Award 2020*; and

- (b) *Japara Administration Pty Ltd Tasmania Nurses and Aged Care Employees Enterprise Agreement 2018* (AE505168); and
 - (c) (to the extent permitted by law) other laws, 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 Calvary policies and procedures referenced herein are not integrated into this Agreement.
- 3.4 Calvary must ensure that copies of this Agreement and the NES are available to all employees to whom they apply. This may include a hardcopy within a common staff area or accessible through electronic means.

4. Coverage

- 4.1 This Agreement covers:
- (a) Calvary;
 - (b) Employees of Calvary who are employed in classifications listed in Schedule B — Classification Definitions and who work at Calvary’s residential aged care facilities of:
 - (i) Calvary Sandhill at 25 Waveney St, South Launceston TAS 7249; and
 - (ii) Calvary Riverside Views at 58a Cormiston Rd, Riverside TAS 7250; and
 - (iii) Any future acquired or built residential aged care facility (as governed by the *Aged Care Act 1997*) operated by Calvary within the state of Tasmania.
 - (c) The Health Services Union, Tasmania Branch (“**HACSU**”), 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 HACSU; and
 - (d) The Australian Nurses and Midwifery Federation, Tasmania Branch (“**ANMF**”), provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission notes in the decision to approve this Agreement that this Agreement covers the ANMF.
- 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,
- with the exception of traineeships a *Certificate III in Individual Support (Ageing)* (or as otherwise named

5. Individual Flexibility Arrangements

- 5.1 Calvary and an 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 Fair Work Act 2009 ; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; 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) requested by an employee; and
 - (b) includes non-monetary benefits that assists the employee's carer or family responsibilities or otherwise benefits the employee's work-life balance; then

- (c) the parties 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.

Note: This clause is intended to enable situations similar to those as exemplified at paragraphs 860 and 867 of the Fair Work Bill 2008 Explanatory Memorandum.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

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

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

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

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

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65A(1) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65A(1) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the

employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 **Dispute resolution**

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

Part 2—Types of Employment, Classifications and Related Matters

7. **Types of employment**

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

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

7.2 At the time of engagement Calvary will inform each employee in writing whether they are employed on a full-time, part-time or casual basis.

8. **Full-time employees**

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 a minimum average of 38 hours per week and has reasonably predictable hours of work.

9.2 **Part-Time Employee Availability**

- (a) Before commencing part-time employment, Calvary and employee will agree in writing to the guaranteed minimum number of hours to be worked and the **Employee's Availability**.
- (b) **"Employee's Availability"** shall mean an agreed availability between the employee and Calvary that is defined by :
 - (i) For Aged Care Stream employees: a regular pattern of work including the days of the week the employee will work and the starting and finishing times each day; or
 - (ii) For Nursing Stream employees: the rostering arrangements which will apply to those guaranteed minimum hours; and
 - (iii) If the employee so elects, the days of the week and the span of hours that an employee is making themselves available for additional ordinary hours work.

ILLUSTRATIVE EXAMPLE: An employee who wants to be considered and rostered for additional ordinary hours on a regular basis may have their availability set to work Morning Shifts on Monday to Wednesday, but they agree to general availability to work additional ordinary hours on Saturdays and Sundays every second weekend.

- (c) Any agreed change to the guaranteed minimum number of hours or Employee Availability set by clause 9.2 will be in writing. Agreement for variations may be for an ongoing or temporary basis; or be for a single or multiple shifts.

- (d) Employees who elects to provide availability for additional hours of work in accordance with 9.2(b)(iii) may amend or withdraw that election provided it is notified at least 7 days before the next roster is due to be published.

9.3 Additional Hours for Part-Time Aged Care Stream Employees

- (a) If a part-time Aged Care Stream employee has nominated Employee Availability that includes a span of availability pursuant to 9.2(b)(iii), Calvary may roster that employee for additional ordinary hours above their guaranteed minimum hours set in accordance with clause 9.2 provided they are within the Employee's Availability.
- (b) If Calvary requests the performance of additional hours outside the Employee's Availability and a part-time Aged Care Stream employee agrees to that request then:
 - (i) The Manager/Supervisor and the employee will agree on whether the employee is to be paid ordinary time or overtime for the additional hours before the performance of the additional hours. For the avoidance of doubt, an offer and/or agreement may be communicated through written or electronic means.
 - (ii) If the additional hours are agreed to be paid at ordinary time then the roster will be amended to evidence the agreement of additional ordinary hours.
 - (iii) If the additional hours are agreed to be paid at overtime then there will be no amendment to the rostered ordinary hours the time worked will be recorded as overtime.

NOTE: Ordinary time accrues additional annual leave, personal/carer's leave and attracts superannuation. Overtime does not accrue additional leave and may not attract superannuation.

- (c) Any additional hours required by Calvary to be completed by an Aged Care Stream employee which does not meet the criteria in clauses 9.3(a) or 9.3(b)(ii) or that exceeds the limits of ordinary hours set in clause 21.1 will be paid overtime in accordance with clause 26.3.
- (d) Employees wishing to dispute the agreement made under clause 9.3(b)(i) for the additional hours to be treated as ordinary time or overtime shall do so within 5 weeks' of the date the hours were worked.

9.4 The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis of their ordinary hours worked and that the ordinary weekly hours for full-time employees are an average of 38.

9.5 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.

9.6 Review of Part-Time Guaranteed Hours

- (a) A part-time employee who is regularly rostered additional hours over the preceding 6-month period may request from Calvary that their guaranteed minimum number of hours agreed to per clause 9.2 are increased by the amount of regular additional hours.
- (b) Where the additional hours are a result of backfilling a vacant role, the time period under clause 9.6(a) shall be reduced to 3 months.
- (c) 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;
 - (b) have no basis to form an expectation of ongoing work on a regular and systematic basis; and
 - (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 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 22.6.
- 10.4 Casual employees may change their availability at any time or withdraw from work in accordance with this Agreement. Casuals will provide as much notice as practicable to ensure the smooth operations and continuity of care within the Calvary facilities.
- 10.5 **Casual loading**
- (a) Unless otherwise prescribed elsewhere in this Agreement, for each ordinary hour worked a casual employee must be paid:
 - (i) the minimum hourly rate applicable to the classification and pay point in which they are employed; and
 - (ii) a loading of **25%** of the minimum hourly rate.
- NOTE: Penalty rates apply to casual employees for Shiftwork, Saturday and Sunday Work, Public Holidays and Overtime. Each penalty rate clause will specify whether casual loading is also payable.*
- (b) A casual employee on higher duties shall have the casual loading applied to the higher duties rate.
- 10.6 **Offers and requests for casual conversion**
- Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.
- NOTE: Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 46—Dispute resolution.*

11. Traineeships

- 11.1 This clause covers employees employed as a Personal Care Worker (Traineeship) and undertaking a traineeship under a training contract.
- 11.2 A trainee who was employed by Calvary immediately before becoming a trainee with Calvary must not suffer a reduction in their minimum rate of pay because of becoming a trainee. For the purpose

of determining whether a trainee has suffered a reduction as mentioned, casual loadings are to be disregarded.

- 11.3 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

12. Fixed Term Contracts

For the purposes of the Act in relation to fixed term contracts, **specialised skills** shall include, but not be limited to:

- (a) Researchers.
- (b) Occupations listed on the Skilled Occupation List of the Australian Government's Department of Home Affairs.
- (c) Occupations paid for by special funding from external bodies, such as Government, University, or other third party partners of Calvary.

13. Classifications

- 13.1 Classifications under this Agreement are set out in Schedule B—Classification Definitions.

- 13.2 The Employer must advise an employee in writing of their classification upon commencement and of any subsequent changes to their classification.

- 13.3 Changes to an employee's classification shall be by appointment (which may be as a result of reclassification under clause 13.4).

NOTE: Progression through pay points within a classification remain subject to clause 17.2.

13.4 Reclassification

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

14. Duties

14.1 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 27 – Higher Duties is observed; and
- (b) employees in roles within the Nursing Stream will not perform clinical tasks that exceed the clinical scope of practice for their appointed role.

ILLUSTRATIVE EXAMPLE: A Registered Nurse may be reasonably expected to perform everyday tasks such as making a cup of coffee for a resident.

14.2 Employees will perform their duties with regard to the environment of a residential aged care facility (being our residents' home) and take account of resident needs which include, but are not limited to:

- (a) Privacy and dignity;
- (b) Independence and choice;
- (c) Inclusion and respect;
- (d) Partnership with residents and families;
- (e) Safety and clinical care;
- (f) Wellbeing and quality of life; and
- (g) Assessment and mitigation of risk.

14.3 Calvary may direct an employee to increase their skills and competence through employer-provided training.

15. Inherent Requirements

15.1 For the purposes of this Agreement, the following are deemed to be inherent requirements of the roles covered by this Agreement:

- (a) For Enrolled Nurses and Registered Nurses 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).

15.2 Without limitation, if the action or inaction of an employee results in them being unable to meet the inherent requirements outlined at clause 15.1 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 fault that the employee has been unable to meet the inherent requirements.

15.3 Periods of leave without pay under this clause shall not count towards continuous service on the basis that it is not leave authorised by the employer.

16. Locations of Work

16.1 Calvary will notify new employees of their usual place of work ('**Work Location(s)**') in writing upon commencement of their employment. This may include, but is not limited to, multiple facilities and community care services provided by Calvary at (or out of) the locations outlined at 4.1(b). Any agreement between Calvary and an employee to vary their Work Location(s) shall be recorded in writing.

16.2 For the purposes of this clause, an employee without written confirmation of their Work Location(s) will be deemed to have Work Location(s) at the facilities they are regularly rostered to (not including temporary transfers or travelling on duty).

16.3 During the course of employment, Calvary may require an employee to temporarily work in another facility or location other than their Work Location(s) from time to time to fulfil Calvary's operational needs (including that of greater Calvary Health Care). In these circumstances, the employee will be compensated under either clause 16.5 or clause 16.6 as applicable.

16.4 Consultation Prior to Assignment

- (a) Prior to assigning a Temporary Work Location to an employee for the first time, Calvary will consult with the employee on any concerns they may have in travelling to the Temporary Work Location. For example, there may be public transport or a need for orientation at the new site. Calvary will genuinely consider any feedback of the employee prior to finalising any assignment to a Temporary Work Location.
- (b) Any Temporary Work Location that is outside a 35km radius from the City of Launceston Town Hall shall only be assigned with mutual agreement.

NOTE: Calvary is committed to not assign staff from Launceston to Hobart for a Temporary Work Location without their consent. Depending on where the employee resides, it may be that the clause 16.6 – Travelling for Duty is more appropriate.

16.5 Commuting to a Temporary Work Location

- (a) If an employee is required by Calvary under this clause to commence work at another facility or location other than their Work Location ('**a Temporary Work Location**') on a temporary basis then this clause 16.5 will apply.
- (b) Where working at a Temporary Work Location results in an **excess travel distance** and the employee is not provided with a vehicle by the employer, that employee shall be entitled to claim:
 - (i) the kilometres in excess of the distance between the employee's primary residence and their furthest Work Location at the rate prescribed by clause 16.7; or
 - (ii) reimbursement for the excess amount in the employee's usual fares incurred in travelling beyond the their furthest Work Location.
- (c) Where the Temporary Work Location results in **excess travel time** when compared to the travel time between the employee's primary residence and their furthest Work Location and the employee commences or ceases work at the Temporary Work Location, Calvary will pay the employee as follows:
 - (i) If an employee receives **8 or more hours'** notice of the need to commence work at a Temporary Work Location, then the employee will be paid the excess travel time (each way) paid at the employee's minimum rate of pay.
 - (ii) If an employee receives **less than 8 hours' notice** of the need to commence work at a Temporary Work Location, then the employee will:

- A. If required to commence at the shift's usual start time, be paid 150% of the employee's minimum rate of pay for the excess travel time to the Temporary Work Location; or
 - B. If mutually agreed by the employee and Calvary, commence travel from the employee's usual Work Location to the Temporary Work Location at their usual start time. All time travelling will be regarded as time worked in such circumstances.
 - C. All return excess travel from the Temporary Work Location shall be paid at the employee's minimum rate of pay.
- (iii) Calvary and an employee may agree to Calvary providing payment for a taxi between the employee's Work Location and Temporary Work Location. In such instances, employees will not be entitled for excess travel distance payment under clause 16.5(b).
 - (iv) Excess travel time paid under sub-clause 16.5(c) shall not be regarded as work hours.
 - (v) In the event of a disagreement on the amounts payable, excess travel time and excess travel distance will be calculated using Google Maps.
 - (vi) A Temporary Work Location does not include a facility on the same campus, or any other facility that is less than 15 minutes additional travel time.

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

- (d) This clause does not limit or affect Calvary rostering an employee to commence at their work at their Work Location(s) and then travel to a Temporary Work Location during their work time. See clause 16.7 for reimbursement of kilometres.

16.6 Travelling for Duty

- (a) For the purposes of this clause, 'travelling on duty' shall mean where an employee is required by Calvary to travel unusually long distances for the purposes of work. Examples include, but are not be limited to:
 - (i) Where an employee cannot reasonably return home after work that day or shift due to an excessively long commute.
 - (ii) Where an employee must travel by plane or long distance train ride.
- (b) When an employee is involved in travelling on duty, Calvary will provide pre-paid fares and accommodation wherever practicable. In addition, all reasonably incurred expenses in respect to emergency fares, emergency accommodation, and meals 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 16.6(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.

16.7 **Kilometre Reimbursement Rate**

An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than **\$0.96** per kilometre.

NOTE: This amount for kilometre reimbursement is indexed under clauses 18.1 and 18.14.

Part 3—Minimum Wages and Related Matters

17. Minimum Wage Rates

17.1 Minimum wage rates

- (a) The minimum wage rates for all ordinary hours worked by an employee at their appointed classification are outlined in Schedule A—Minimum Wages and Allowances.
- (b) Backpay arising from the implementation of this Agreement does not apply to employees who had ceased employment prior to the date this Agreement was made in accordance with section 182(1) of the Act.
- (c) Notwithstanding clause 17.1(a), employees who because of the effects of a disability are eligible for a supported wage and are hired as such shall be paid in accordance with Schedule C—Supported Wage System.

17.2 Progression through pay points

(a) General Rules

- (i) Progression to the next pay point for classifications for which there is more than one pay point will be by:
 - A. Annual movement; or
 - B. If an employee has not worked 1976 hours in their service year, upon completion of 1976 hours of service with Calvary.
- (ii) For clarity in this clause, “service” shall include all periods of paid leave.

(b) In addition to clause 17.2(a), progression to the next pay point will also have regard to:

- (i) the acquisition and use of skills described in the definitions contained in Schedule A—Classification Definitions; and
- (ii) knowledge gained through experience in the practice settings over such a period.

(c) The remainder of clause 17.2 provides circumstances which provide accelerated advancement may occur instead of these general rules.

(d) Pay Points on Commencement

- (i) A Personal Care Worker (Cert III) shall commence on Pay Point 1 – New Graduate unless:
 - A. the employee can evidence to Calvary’s satisfaction at least one years’ continuous experience in a Personal Care Worker role in an Australian residential aged care facility; or
 - B. the employee can demonstrate performance expected of other employees in the same role.

- (ii) Subject to clause 17.2(f), if a Registered Nurse or Enrolled Nurse employee can provide reasonable evidence that demonstrates the number of hours of service attained in the applicable role with other Australian employers then:
 - A. the employee will be appointed to the pay point equivalent to their experience; and
 - B. for the purposes of progression to subsequent pay points, the employee's previous service shall be added to all Calvary service.
- (iii) 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.

(e) Enrolled Nurse Upgrading to Registered Nurse

- (i) Enrolled Nurses who complete a qualification and become registered as a Registered Nurse with AHPRA shall be entitled to apply for promotion to be a Registered Nurse. In such circumstances that Calvary has a position available at the Calvary Aged Care Tasmania sites and the employee is deemed suitable for the position, they will be appointed to that role.
- (ii) In the event of an Enrolled Nurse being appointed as a Registered Nurse pursuant to clause 17.2(e)(i), they shall commence as a Registered Nurse – Level 1, Pay Point 3.

(f) Pay Point on Re-Entry to the Nursing Profession

- (i) A Registered Nurse or Enrolled Nurse undertaking the re-entry to practice course shall be paid at Registered Nurse Level 1, Pay Point 1 or Enrolled Nurse Pay Point 1 (as applicable) during the course clinical time.
- (ii) Subject to 17.2(f)(i), such an employee shall be paid at Registered Nurse Level 1, Pay Point 2 or Enrolled Nurse, Pay Point 2 for the first 1976 hours, or two years, whichever comes first.
- (iii) Following successful completion of the re-entry program all of the Employee's previous nursing experience shall be recognised upon the employee providing reasonable evidence of their previous nursing experience.

(g) Accelerated Advancement

- (i) Subject to 17.2(g)(ii), a Registered Nurse Level 1 shall be entitled to progress one increment on that person's first appointment following registration with AHPRA, or at any time during the person's employment history as a Registered Nurse Level 1, on attaining either:
 - A. Registration in another branch of nursing or on another nursing register maintained by AHPRA where the employee is working in a particular practice setting which requires the additional registration; or
 - B. Successful completion of a post-registration course of at least twelve months duration if the employee is required to perform duties to which the course is directly relevant.
- (ii) A Registered Nurse Level 1 who has been advanced once in accordance with 17.2(g)(i) above shall not be entitled to further advancement under this sub-clause.

PROVIDED THAT existing incremental dates shall not be affected by incremental progression in accordance with this sub-clause.

17.3 Above-Agreement Payments

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

18. Allowances

18.1 Adjustment of Modern Award Allowances

Should the *Aged Care Award 2010* [MA000018] (for Aged Care Stream classifications) or the *Nurses Award 2020* [MA000034] (for Nursing Stream classifications) ever prescribe a higher amount than an identical allowance prescribed by this clause 18 then Calvary shall pay the amount prescribed by the relevant Modern Award from the first applicable full pay period to the relevant employees.

18.2 Catering Leading Hand

- (a) This clause's purpose is to implement the Aged Care Work Value Case (Stage 2) for the most senior food services person on site.
- (b) Calvary sites who do not have a Manager with accountability for the Catering Services of a residential care facility or a Head Chef/Catering Supervisor but employs a trade qualified Cook or Chef will appoint a Catering Leading Hand.
- (c) Those who are appointed as Catering Leading Hands will provide basic supervision and training in addition to their duties as a Cook or Chef.
- (d) A Chef Leading Hand will be paid an additional allowance in accordance with their base classification as follows:
 - (i) A Cook (if trade qualified) – **\$3.71** per hour.
 - (ii) A Chef - **\$3.84** per hour

18.3 Certificate Allowance for Advanced Diploma of Nursing

An Enrolled Nurse who holds an Advanced Diploma of Nursing shall be paid an allowance of 2% of their ordinary rate of pay provided that relevant aged care modules have been completed by the employee as part of their studies.

18.4 Clothing and Equipment

- (a) Employees required by the employer 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 the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may pay such employee a uniform allowance at the rate of **\$1.23** per shift or part thereof on duty or **\$6.24** per week, whichever is the lesser amount.
- (c) Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of **\$0.32** per shift or part thereof on duty or **\$1.49** per week, whichever is the lesser amount.
- (d) The uniform allowance, but not the laundry 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. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

- (e) Remaining subject to the amounts in clauses 18.4(b) and 18.4(c), Calvary will pay uniform and laundry allowance when an employee has performed a recall or overtime shift, provided that the employee is required by Calvary to wear a uniform while undertaking a recall or overtime shift.

ILLUSTRATIVE EXAMPLE: An employee performing Remote Recall Work is not entitled to a uniform allowance.

- (f) 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 no later than the second full pay cycle after the employee has submitted to Calvary the receipts evidencing the cost incurred.
- (g) An employee who is required to work outdoors in inclement weather shall be supplied by Calvary with overboots and access to sufficient raincoats.

18.5 In-Charge of Facility Allowance

- (a) A Registered Nurse who is designated in-charge of a facility (including in charge of Aged Care Stream and Nursing Stream employees) when no Clinical Care Coordinator, Care Manager or Home Manager are on-site for more than half their shift shall be paid an allowance (per applicable shift) equal to the corresponding rate specified in Schedule A—Minimum Wages and Allowances.
- (b) When appointed to higher duties as a Clinical Care Coordinator or above, a Registered Nurse shall not be eligible for the In-Charge of Facility Allowance.

18.6 Infection Prevention and Control Lead (“IPC Lead”) Allowance

- (a) A Nursing Stream employee (other than a Clinical Care Coordinator) who agrees to Calvary to undertake training or appointed perform the Infection Prevention and Control requirements stipulated by the Australian Government shall be paid the applicable allowance in addition to their ordinary rate of pay for all ordinary hours worked:
 - (i) While undertaking an approved *Foundations of Infection Prevention and Control* course – an allowance specified in Schedule A, A.2; or
 - (ii) If qualified and appointed by Calvary as an **Infection Prevention and Control Champion** – an allowance specified in Schedule A, A.2; or
 - (iii) If qualified and appointed as an **Infection Prevention and Control Lead** – an allowance specified in Schedule A, A.2.
- (b) Clinical Care Coordinators who are undertaking an approved *Foundations of Infection Prevention and Control* course or are qualified and appointed as having Infection Prevention and Control Champion or Lead duties shall be entitled to the minimum rates for “Clinical Care Coordinators (IPC)” set out in Schedule A, A.1.

18.7 Influenza Vaccinations

Where Calvary requires an employee to be immunised against influenza, Calvary will pay the costs of any annual influenza vaccinations. This may include Calvary providing an expense reimbursement to employees who pay for their influenza shot and provide a receipt.

18.8 Nauseous Work Allowance

- (a) Nauseous work allowance only applies to Aged Care Stream employees that would **not** be reasonably expected to come into contact with:

- (i) soiled linens not in a sealed airtight container; or
- (ii) other materials of a nauseous or offensive nature; or
- (iii) unusually dirty work (such as gardening, maintenance or building materials),

having regard to the nature of their role, classification, and any other contextual circumstances. Provided that where an employee may be ineligible under one or two of the criteria due to the nature of their role, they may remain eligible under the remaining criteria.

ILLUSTRATIVE EXAMPLE #1: A Support Worker (Laundry or Cleaning) or a Personal Care Worker who have exposure to soiled linens would not be eligible for Nauseous Work Allowance.

ILLUSTRATIVE EXAMPLE #2: A Maintenance Assistant would not be eligible for Nauseous Work Allowance for coming into contact with gardening, maintenance or building materials.

ILLUSTRATIVE EXAMPLE #3: A Maintenance Assistant transporting soiled linens that are not in an airtight container would be eligible for Nauseous Work Allowance.

ILLUSTRATIVE EXAMPLE #4: A Personal Care Worker who is seconded to a Leisure and Lifestyle role is asked to assist to the personal cares of a resident in an emergency. The employee would not be eligible for Nauseous Work Allowance given their qualifications and history of providing personal cares.

- (b) If an employee who is eligible for Nauseous Work Allowance comes into contact with one of the materials outlined in clause 18.8(a)(i), (ii) or (iii) then they shall be paid an allowance of **\$0.51** per hour for the duration of the exposure with a minimum payment of **\$2.92** per week (Monday to Sunday).

ILLUSTRATIVE EXAMPLE: Due to an emergency situation, a Maintenance Assistant transports soiled linens that are not in an airtight container for 20 minutes. The Maintenance Assistant is paid one hour of Nauseous Work Allowance.

18.9 On-call Allowance

- (a) 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. The employee is entitled to receive the following additional amounts:

Between rostered shifts or ordinary hours on:	\$ per 24-hour period or part thereof
Monday to Friday inclusive	\$25.48
Saturday	\$38.38
Sunday, public holiday or non-rostered day	\$44.77

- (b) For the purpose of clause 18.9(a) the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

18.10 Overtime Meal Allowance

- (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 a meal allowance of **\$15.20**.
- (b) In addition, where such overtime work exceeds four hours a further meal will be provided or a meal allowance of **\$13.70** will be paid.
- (c) Clause 18.10 will not apply when the employee was notified of the requirement to perform overtime before leaving home to commence the overtime.

18.11 **Police Checks and Working With Children Checks**

Where Calvary requires an employee to provide an updated or renewed Police Check and/or Working with Children Check, Calvary will:

- (a) pay for these checks on behalf of the employee; or
- (b) reimburse the employee for the cost of the checks upon the provision of receipts.

18.12 **Post Graduate Qualification Allowance**

- (a) A Registered Nurse who holds post graduate qualifications shall be paid a Post Graduate Qualification Allowance, in addition to salary, as follows:
 - (i) A registered nurse who holds a post graduate hospital or post graduate certificate – 4.0% of their ordinary rate of pay;
 - (ii) For a post graduate diploma or a degree other than a nursing undergraduate degree – 6.5% of their ordinary rate of pay;
 - (iii) A masters or a doctorate – 7.5% of their ordinary rate of pay.

Provided that an employee is entitled to payment of only one qualification allowance.

Provided further that payment of a Post Graduate Qualification Allowance is dependent upon the qualification being relevant to the employee's current area of practice, that the qualification is required by Calvary, and that the qualification is used in the performance of the employee's work.

- (b) A post graduate qualification allowance paid in accordance with this clause 18.12 shall be taken into account in calculating overtime and annual leave payments.

18.13 **Tool allowance**

A tool allowance of **\$12.55** per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.

18.14 **Travelling, transport and fares**

Allowances for travelling, transport and fares are provided for under clause 16 – Locations of Work.

NOTE: For clarity, the kilometre reimbursement allowance of clause 16.7 is subject to clause 18.1 - Adjustment of Modern Award Allowances.

18.15 **Virus Testing Allowance**

- (a) When Calvary requires an employee to perform a rapid antigen test ('RAT'), or other virus detection test that can be undertaken from home prior to commencing their shift and:
 - (i) Calvary provides the rapid antigen test (or other virus detection test) kit free of expense to the employee; and
 - (ii) the employee is required to take the test at their convenience anytime within the 8 hours preceding the commencement of work,

the employee will be paid an allowance per shift equal to the corresponding amount specified in Schedule A—Minimum Wages and Allowances; and time taken for the employee to undertake the test shall not be regarded as time worked.

- (b) Calvary may require evidence of the test being taken and the result prior to payment being made.

19. Payment of wages

19.1 Wages will be paid fortnightly.

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

19.3 Payment on termination of employment

- (a) Calvary must pay an employee no later than 14 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this Agreement and the NES.
- (b) Notwithstanding clause 19.3(a), if an employee provides reasonable notice to Calvary of a request to process payment within 7 days instead of 14 days, then Calvary must do so.
- (c) The requirement to pay wages and other amounts under clause 19.3(a) is subject to further order of the Commission and Calvary making deductions authorised by this Agreement or the Act.

20. Superannuation and Salary Packaging

20.1 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 (or have a stapled 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.

20.2 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.

20.3 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 20.2.

- (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 20.3(a) or 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or 20.3(b) was made.

20.4 **Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 24.4 and pay the amount authorised under clauses 20.3(a) or 20.3(b) to Health Employees Superannuation Trust of Australia (HESTA).

20.5 **Salary Packaging**

- (a) By agreement with Calvary, an employee may choose to take part of their remuneration under this Agreement as salary packaging benefits (including by making additional pre-tax contributions into their chosen complying superannuation fund). If an employee makes this choice, the remuneration which would otherwise be payable to the employee will be reduced by the value of such benefits (including associated costs, charges and taxes).
- (b) Without limiting Calvary's discretion as to whether or not it will agree to any particular salary packaging arrangement, Calvary may issue guidelines through policies and procedures from time to time as to what salary sacrificing arrangements are acceptable to Calvary.
- (c) The tax payable or associated costs arising from an employee utilising salary packaging shall be the employees' liabilities.
- (d) For the sake of clarity, superannuation shall be calculated prior to any salary packaging adjustments.

Part 4—Hours of Work and Related Matters

21. Ordinary hours of work

21.1 The ordinary hours for an employee are:

- (a) Up to 76 ordinary hours in a 2-week period.
- (b) For full-time and part-time employees, up to 8 ordinary hours of work (exclusive of meal breaks) for shifts other than a night shift, unless the employee has agreed to 10 ordinary hours of work (exclusive of meal breaks).
- (c) For full-time and part-time employees, up to 10 ordinary hours of work (exclusive of meal breaks) for night shift.
- (d) For casual employees, up to 10 ordinary hours of work (exclusive of meal breaks).
- (e) For a full-time or part-time employee, up to 10 shifts per fortnight.

NOTE: Broken Shifts are considered one single shift.

21.2 Rest breaks between rostered work

- (a) A full-time or part-time employee will be allowed a break of 10 hours between the termination of one shift or period of ordinary time duty and the commencement of another, except the break may be reduced to 8 hours under the following circumstances:
 - (i) an employee has agreed to 8 hours;
 - (ii) in the case of a part-time employee:
 - A. the subsequent shift is within their Employee Availability; or
 - B. they have agreed to an additional hours shift;
 - (iii) a Nursing Stream employee or Personal Care Worker (including medication competent or a Team Leader) is transitioning between different shifts (for example, afternoon shift to morning shift) and the next rest break between rostered work will be no less than 16 hours; or
 - (iv) a Nursing Stream employee or Personal Care Worker (including medication competent or a Team Leader) is replacing an unexpected absence or is rostered in response to an emergency.
- (b) Where a full-time or part-time employee has not had a rest break in accordance with clause 21.2(a), the ordinary hours worked the employee will be paid **150%** of their minimum rate of pay for the entirety of the shift.
- (c) In accordance with clause 10, casual employees may decline a shift with less than a 10 hour break.

21.3 Day Worker Span of Hours

- (a) The span of hours of work for a day worker is 6.00am and 6.00pm Monday to Friday.
- (b) Work performed outside the ordinary span of hours will continue to be regarded as ordinary time (up to the limits of ordinary hours specified in 21.1), but the employee will be paid an additional shift loading of:
 - (i) Monday to Saturday - 30% of the employee's minimum hourly rate for the first two hours and 80% thereafter;
 - (ii) Sunday – 80% of the employee's minimum hourly rate; or
 - (iii) Public Holidays – at the public holiday rate prescribed by clause 31.2.

NOTE: Being ordinary time, day workers will continue to accrue annual leave and personal/leave and will be entitled to superannuation payments on the hours worked.

- (c) For clarity, shiftworkers do not have a span of ordinary hours.

22. Rostering

22.1 Employees will work in accordance with a fortnightly roster fixed by the employer.

22.2 The roster will set out employees' starting and finishing times for their ordinary shifts. Rostered overtime may set out on a roster for the convenience of employees, but Calvary may:

- (a) cancel/remove unworked rostered overtime or additional ordinary hour shifts at any time; and/or

- (b) when an employee has accepted a double shift, shorten the double shift by the amount of overtime hours (but maintaining the employee's ordinary hours component).

NOTE: See clause 22.9 for rostering double shifts.

22.3 The roster will be displayed in a place conveniently accessible to employees at least 14 days before the commencement of the roster period. This may include publishing the roster to an electronic rostering system that is accessible on computers in the workplace or employee's smart phones.

22.4 It is not obligatory for the employer 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.

22.5 **Days Off Work**

Employees will be rostered for two consecutive days off per week except where mutually agreed.

22.6 **Minimum engagements**

- (a) Full-time and part-time employees will receive a minimum payment in respect of ordinary hours of work of 4 hours for each shift.

- (b) Casual employees will receive a minimum payment of 2 hours for each engagement.

22.7 Except for meal breaks and broken shifts (see clause 22.11), the hours of work on any shift will be continuous. Except for the regular changeover of shifts, a full-time or part-time employee will not be required to work more than one shift in each 24 hour period.

NOTE: In accordance with clause 10, casual employees may accept or decline offers of work.

22.8 **Changes to Rosters**

- (a) The roster issued may be changed under the following circumstances:

- (i) When Calvary and an employee mutually agree; or
- (ii) For an employee's individual place in the roster, by Calvary providing seven days' notice; or
- (iii) Calvary may alter a roster at any time where it is to enable the functions of the aged care facility to be carried out where another employee is absent from work pursuant to clauses 32 – Personal/Carer's Leave; 33 – Compassionate Leave; 35 – Ceremonial Leave; and 38 – Family and Domestic Violence Leave, or in an emergency.

- (b) Where an employee's roster is changed not in accordance with 22.8(a) the employee's ordinary hours shall be treated as such, but paid at the applicable overtime rates.

22.9 **Double Shifts**

Calvary may offer and an employee may agree to perform a double shift. 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.

22.10 **Handover for Nurses**

- (a) Where meal breaks are paid and there is therefore insufficient paid time each day to allow for a handover, such Nurses shall be paid the time taken, up to a maximum 15 minutes, for a handover.
- (b) Handovers shall be paid at the applicable ordinary rate of pay plus any applicable shift loadings or penalty rates for weekends/public holidays even if the employee exceeds the limits of ordinary hours.

22.11 Broken shifts

- (a) **Broken shift** for the purposes of this clause means a shift worked by an Aged Care stream full-time or part-time employee that:
- (i) includes breaks (other than a meal break) of at least 60 minutes and not more than 4 hours; and
 - (ii) where the span of hours between the commencement and finish of work is not more than 12 hours.
- (b) An employee must receive a minimum break of 8 hours between broken shifts rostered on successive days.
- (c) A broken shift may be worked where:
- (i) there is mutual agreement between the employer and employee to work the broken shift; or
 - (ii) there is an established pattern of broken shifts within a work area that applies to an employee's role. For example, Kitchens or Serveries.
- (d) Broken shifts will be considered ordinary time unless the employee exceeds the limits of ordinary hours set out at clause 21.1.
- (e) For the purposes of shift penalty rates, each portion of a broken shift shall be treated as a separately distinct shift.

ILLUSTRATIVE EXAMPLE: A split shift may have a day shift portion and an afternoon shift portion. Penalty rates are calculated on the start and finish times of the Afternoon shift portion only.

- (f) All work associated with a broken shift that is either:
- performed beyond the maximum span of 12 hours for a broken shift; or
 - in the case of a full-time or part-time employee, where an employee has had less than 8 hours break between the end of one broken shift and the commencement of another,
- the ordinary hours worked the employee will be paid **150%** of their minimum rate of pay for the entirety of the shift.
- (g) Each portion of the broken shift must meet the minimum engagement requirements in clause 22.6(b).

22.12 Make-Up Time Arrangements

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

Make-Up Time 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 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: For overtime that is worked by direction of Calvary and not a request for flexibility by an employee under this clause, see clause 26.11 for Time Off In Lieu of Overtime.

- (b) Approval of requests from employees of a Make-Up Time Arrangement remains at the absolute discretion of Calvary.
- (c) Where a Make-Up Time Arrangement is made under clause 22.12(a) and an employee's shift worked would otherwise result in:
 - (i) overtime;
 - (ii) a shift loading/penalty rate being payable when it would otherwise not be; or
 - (iii) a higher shift loading being payable,

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

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

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

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

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

23. Breaks

23.1 Meal breaks

- (a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes. Such meal break will be taken between the 4th and the 6th hour after beginning work, where reasonably practicable. Provided that, by agreement of an individual employee, an employee who works shifts of 6 hours or less may forfeit the meal break.
- (b) *Missed Meal Breaks*

Where an employee has not had their meal break by the 6th hour, they will be paid a penalty for all ordinary time worked from the 6th hour of 150% until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Provided that:

- (i) such penalties will not apply when an employee requests a later meal break for their convenience and this is approved;
- (ii) if the employee exceeds the limits of ordinary hours of work, they will be paid as overtime in accordance with clause 26.1; and
- (iii) The rates prescribed are in substitution for, and not cumulative upon the loadings and penalties for shift work, weekend work or public holiday work.

(c) ***On-Call During Meal Breaks***

Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will receive a paid 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period the employee will be entitled to the balance of the meal break as soon as the emergency is over.

(d) ***Interrupted Meal Break***

Where an employee is not on-call but 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.

23.2 Paid Rest Breaks

- (a) Employees will be entitled to one 10 minute paid rest break in each four hour period.
- (b) If an employee is eligible for two paid rest breaks in their shift, the employee and Calvary may mutually agree to combine the two rest breaks into a single 20 minute paid rest break.
- (c) Paid Rest Breaks will count as time worked.

23.3 Additional Rest Break for Overtime and Recall

Employees who perform overtime (including recall back to work) are entitled to a paid rest break of 20 minutes after 1.5 hours of overtime is worked. If the employee is not required to work after the break they may leave the workplace and they will be taken to have finished work at the end of this break.

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

24. Shiftwork

24.1 Shift Penalty Rates (Aged Care Stream)

Aged Care Employees (other than day workers and Nursing Stream employees) working ordinary hours on 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 commencing at or after 10.00 am and before 12.00 pm—10% of the employee's ordinary rate of pay;
- (b) Afternoon shift commencing at or after 12.00 pm and before 4.00 pm—15% of the employee's ordinary rate of pay;

- (c) Night shift commencing at or after 4.00 pm and before 4.00 am—20% of the employee's ordinary rate of pay; or
- (d) Early Morning shift commencing at or after 4.00 am and before 6.00 am—15% of the employee's ordinary rate of pay.

24.2 Shift Penalty Rates (Nursing Stream)

Nursing Stream employees (other than day workers and Aged Care Stream employees) working ordinary hours on 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 after 12.00pm (noon) and finish subsequent to 6.00pm on that day):

- (a) Afternoon shift commencing at or after 12.00 pm and finishing after 6.00pm the same day — 15% of the employee's ordinary rate of pay; or
- (b) Night shift commencing at or after 6.00pm and before 4.00am — 20% of the employee's ordinary rate of pay; or
- (c) Early Morning shift commencing at or after 4.00am but before 6.00am —15% of the employee's ordinary rate of pay; or
- (d) Notwithstanding 24.2(b), night shifts (as defined) will be paid a shift penalty of 30% of the employee's ordinary rate of pay as follows:
 - (i) Full-time or part-time – when all ordinary hours worked within the pay cycle are on night shift; or
 - (ii) Casuals – when 5 or more ordinary hours night shifts are worked within the pay cycle.

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

24.4 An employee entitled to a shift loading under clause 24.1 will be paid the shift loading for the entire shift.

24.5 In the event an employee meets the criteria of the shift penalty rates in this clause as well as another penalty rate elsewhere in this Agreement, only the highest shift penalty shall apply – not both.

ILLUSTRATIVE EXAMPLE: If an employee has not had their required rest break between rostered shifts per clause 21.2 and the employee is rostered to work an afternoon shift, the rest break penalty shall apply.

25. Saturday and Sunday work

25.1 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 - Aged Care Stream employees
 - (i) For Care Team Leaders (PCW) – 175% of the minimum wage rate.
 - (ii) For all other Aged Care Stream roles – 200% of the minimum wage rate.
- (c) Sunday for Nursing Stream employees – 175% of the minimum wage rate.

25.2 Casual Employees

- (a) A casual Nursing employee who works on a Saturday or Sunday will be paid casual loading **in addition** to the applicable penalty rate prescribed in clause 25.1.

- (b) A casual Aged Care employee who works on a Saturday or Sunday has the casual loading included in the applicable penalty rate prescribed in clause 25.1.
- 25.3 For employees that work across midnight, Saturday and Sunday shifts (and the penalties applicable) will be determined by what day the majority of ordinary hours is worked by the employee.
- 25.4 These penalty rates will be in substitution for and not cumulative upon the shift loadings prescribed in clause 24—Shiftwork.

26. Overtime

26.1 Overtime is payable for all authorised work performed:

- (a) in excess of the limits of ordinary hours set in clause 21.1;
- (b) when recalled to work in accordance with clauses 26.8 or 26.9; and
- (c) where expressly stated elsewhere in this Agreement.

26.2 Clause 26.1 remains subject to the exclusion for Nurse Handovers under clause 22.10.

26.3 Aged Care Stream Part-Time Employees

In addition to clause 26.1, overtime is payable to part-time Aged Care Stream employees who perform additional hours where the employee did not agree to the additional hours being paid as ordinary time in accordance with clauses 9.3(a) or 9.3(b)(ii).

26.4 Requirement to Work Overtime

- (a) Subject to clause 26.1(b), Calvary may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.
- (b) In determining whether the overtime is reasonable or not and whether the employee may decline to perform the overtime, the following will be taken into account:
 - (i) any risk to employee health and safety from working the overtime;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) any notice given by the employer of any request or requirement to work the overtime;
 - (v) any notice given by the employee of their intention to refuse to work the overtime;
 - (vi) the usual patterns of work in the aged care industry;
 - (vii) the nature of the employee's role, and the employee's level of responsibility; and
 - (viii) any other relevant matter.
- (c) Overtime is not to be worked without the prior approval of Calvary.

26.5 Daylight Savings

Notwithstanding clause 26.1, the extra hour any employee works due to daylight savings shall not be regarded as overtime.

26.6 Overtime Rates

- (a) Full-time and part-time employees will be paid for all authorised overtime worked:

- (i) on Monday to Friday, 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 Saturday or Sunday, at the rate of 200% of the minimum hourly rate; and
- (iii) on a public holiday at a rate of:
 - A. Aged Care Stream employees - 250% of the minimum hourly rate;
 - B. Nursing Stream employees – 200% of the minimum hourly rate.
- (b) Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift penalties in clause 24 – Shiftwork, clause 25 – Saturday and Sunday work, or clause 31 – Public holidays.
- (c) When calculating overtime, each period of overtime stands alone.
- (d) **Casual Employee Overtime Rates**
 - (i) Casual employees employed in the following classifications:
 - A. Registered Nurse;
 - B. Clinical Care Coordinator;
 - C. Chef;
 - D. Head Chef / Catering Supervisor;
 - E. Administration Level 2 and Level 3; or
 - F. Maintenance Assistant and Maintenance Officers;

and perform overtime shall be paid the penalty rates in clause 26.6(a) **in lieu of** their casual loading.
 - (ii) All other casual employees who perform overtime will be paid the penalty rates in clause 26.6(a) applied to their casual hourly rate (**compounding method**).

26.7 Rest period after overtime

- (a) An employee, other than a casual, 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 26.7(a) shall be one continuous period.
- (c) If on the instructions of the employer, a full-time or part-time employee described in clause 26.7(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%** of their minimum hourly rate (inclusive of any shift loading) until they are released from duty for such rest period (unless they are entitled to a higher penalty rate elsewhere in this Agreement, in which case that shall apply); 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) A casual employees who works overtime and then does not receive a 8 hour break before recommencing their next shift will be paid a penalty rate of **200%** of their minimum hourly rate in addition to their casual loading until the conclusion of their shift.

26.8 Recall to work overtime when on-call

- (a) This clause applies to full-time or part-time employees who are rostered on-call and recalled to work after their shift finish time.
- (b) When an employee is directed to be on-call they will be paid the On-call Allowance prescribed by clause 18.9.
- (c) *Recall contiguous with an ordinary shift*

If an employee has had 8 hours off duty in accordance with clause 26.7, recall hours worked shall be paid at overtime rates up to the cessation of the recall period and 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 shall apply for each on-call period:
 - A. For the first recall to work – 4 hours.
 - B. Subsequent recall period(s) – 3 hours (subject to clause 26.8(d)(iv));
- (ii) Time reasonably spent travelling to the place of duty will be deemed as time worked and will be included in any minimum payment required by clause 26.8(d)(i);
- (iii) An employee will not be obliged to work the minimum payment period at clause 26.8(d)(i) if the work for which the employee was recalled is completed within a shorter period; and
- (iv) If an employee is recalled a second time within the minimum payment period at clause 26.8(d)(i)A, the time worked in the first and second recall will be combined for the purposes of calculating the payment due under 26.8(d)(i)A.

ILLUSTRATIVE EXAMPLE: If an employee is recalled to work from 8.00pm then the minimum payment period for the first recall is up to 12.00am (midnight). If the employee concludes the first recall at 9.30pm, and then is recalled a second time from 10.30pm and the second recall concludes at 12.00pm (midnight) then the employee is paid for the 4 hours only.

- (e) *Remote Work*

- (i) An employee who is on-call and recalled to perform work by the employer 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.
- (ii) Clinical Care Coordinators who are recalled to perform work via telephone or other electronic communication are not eligible for the payment provided at clause 26.8(e) when the work arises from an immediate need to preserve a resident safety or wellbeing; or an emergency.
- (iii) Remote work does not include the performance of e-learning.

26.9 Recall to work overtime when not on-call

- (a) This 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) *Recall contiguous with an ordinary shift*

If an employee has had 8 hours off duty in accordance with clause 26.7, 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 shall apply for each on-call period:
 - A. For the first recall to work – 4 hours; or
 - B. Subsequent recall period(s) – 3 hours;
- (ii) Time reasonably 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) If an employee is recalled to work, the employee will be entitled to claim kilometres travelled at the rate prescribed at clause 16.7 irrespective of the mode of transport;
- (v) An employee will not be obliged to work for the minimum payment period prescribed at clause 26.9(c)(i) if the work for which the employee was recalled is completed within a shorter period; and
- (vi) If an employee is recalled a second time within the minimum payment period at clause 26.9(c)(i)A, the time worked in the first and second recall will be combined for the purposes of calculating the payment due under 26.9(c)(i)A.

ILLUSTRATIVE EXAMPLE: If an employee is recalled to work from 8.00pm then the minimum payment period for the first recall is up to 12.00am (midnight). If the employee concludes the first recall at 9.30pm, and then is recalled a second time from 10.30pm and the second recall concludes at 12.00pm (midnight) then the employee is paid for the 4 hours only.

(d) *Remote Work*

- (i) An employee who **not** on-call and is recalled to perform work by the employer 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. Remote work does not include the performance of e-learning.
- (ii) Clinical Care Coordinators who are recalled to perform work via telephone or other electronic communication are not eligible for the payment provided at clause 26.9(d)(i) when the work arises from an immediate need to preserve a resident safety or wellbeing; or an emergency.
- (iii) Remote work does not include the performance of e-learning.

26.10 Rest break during overtime

- (a) A full-time or part-time employee recalled to work overtime after leaving the employer's premises is entitled to the break specified in clause 23.3.
- (b) An employee eligible for a break in accordance with clause 23.3 shall also be entitled to an Overtime Meal Allowance prescribed by clause 18.10.

26.11 Time off instead of payment for overtime ("TOIL")

- (a) Calvary and a full-time or part-time employee 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 26.11.
- (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 subparagraph (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 26.11 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 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 26.11 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 26.11 as an employee record.
- (i) Calvary 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.

- (j) 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 26.11 will apply, including the requirement for separate written agreements under paragraph (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).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 26.11 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 26.11.

27. Higher Duties

- 27.1 An Aged Care Stream employee, excluding an administrative 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 for:

- (a) the time so worked for two hours or less; or
- (b) a full day or shift where the time so worked exceeds two hours.

- 27.2 Subject to the approval of Calvary, an administrative employee who, for a period of five consecutive working days or more, performs the duties of an employee covered by this enterprise agreement with a higher classification, then the administrative employee will be paid the rate applicable to the higher classification.

- 27.3 A Registered Nurse temporarily appointed to a Clinical Care Coordinator role for 5 days or more shall be paid the minimum hourly rate for a Clinical Care Coordinator Pay Point 1.

NOTE: An In-Charge of Facility Allowance is provided for in clause 18.5.

- 27.4 Any employee temporarily appointed to a higher role that is not covered by the enterprise agreement (such as a Care Manager or Maintenance Supervisor) for 3 days or more shall be paid a higher duties allowance per hour equal to 8% of the relieving employee's substantive minimum rate of pay.

- 27.5 Should Calvary process the higher duties rate by increasing an employee's base rate of pay instead of paying an allowance, it shall not be deemed as evidence of an ongoing appointment.

- 27.6 An employee who is appointed to higher duties for a period, and then takes annual leave within that period of appointment, shall be paid their annual leave at their higher duties rate of pay.

28. Multiple Assignments

- 28.1 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) ('Multiple Assignments'), except where:

- (a) One role is part-time and another is casual.
- (b) 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.

- 28.2 Nothing in this clause limits an employee and employer agreeing to two (or more) separate employment contracts, including to give effect to the exceptions.
- 28.3 When forming a Multiple Assignments arrangement, the parties must agree in writing:
- (a) how many ordinary hours per week (or fortnight) are guaranteed for each classification level; and
 - (b) the rostering arrangements that will apply.
- 28.4 Any rostering or time and attendance system must clearly record which role the Multiple Assignments employee is performing each shift.
- 28.5 A Multiple Assignments employee who is engaged on a Part-Time basis remains subject to the terms of clause 9 – Part-time employees.
- 28.6 Where an employee has Multiple Assignments with different minimum rates of pay:
- (a) The minimum rate of pay for each role shall be in accordance with clause 17–Minimum Wage Rates.
 - (b) When calculating the value of:
 - (i) Overtime;
 - (ii) Shift Loadings;
 - (iii) Penalty Rates,
 the minimum rate of pay shall be that which applies to the role attributed to that shift.
 - (c) 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:
 - (i) paid in accordance with the applicable clause under this Agreement; and
 - (ii) payment shall be based on the role attributed to the shift the employee is on leave from.
 - (d) 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.
- 28.7 Each shift stands alone.
- 28.8 Notwithstanding clause 27 – Higher Duties, if an employee is directed to work in excess of the scope of practice for a role attributed to a shift yet it remains within the employee’s skill, competence and training, the employee shall be paid the minimum rate of pay for the classification being performed for the duration of the shift.

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

Part 5—Leave and Public Holidays

29. Annual Leave

29.1 Full-time and part-time employees are entitled to annual leave in accordance with the NES. The amount of annual leave that shall accrue each year shall be 4 weeks.

29.2 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) Aged Care Stream

- A. An employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 21.3(a); and/or
- B. An employee who works ordinary hours on 10 or more weekends.

(ii) Nursing Stream

- A. An employee is regularly rostered over 7 days of the week and regularly works on weekends; or
- B. Works at least ten Saturdays and at least 10 Sundays in any service year.

(b) For the purpose of the clause 29.2(a), 'weekends' means work in ordinary time on a Saturday and/or a Sunday in any week. A 'week' meaning 7 days commencing Monday and concluding Sunday.

(c) When calculating the number of weekends for the purposes of the additional weeks' annual leave under this clause 29.2, 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:

- (i) if the employee works a fixed or reasonably predictable pattern they will be eligible to accrue the additional week of annual leave until their fixed or reasonably predictable pattern changes; or
- (ii) 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.

29.3 Annual leave loading

(a) In addition to their ordinary rate pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.

(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

- (i) annual leave loading of 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.

- (c) The maximum amount of annual leave loading payable in any employee service year is:
 - (i) For day workers – 4 weeks; and
 - (ii) For shiftworkers – 5 weeks.

29.4 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 the employer 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 29.4 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 29.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

29.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 29.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 29.5.
- (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 29.5 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 29.5 must be signed by the employer 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.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 29.5 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 29.5.

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 29.5.

29.6 Excessive leave accruals: general provision

Note: Clauses 29.6 to 29.8 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 two years' worth of annual leave accruals.

ILLUSTRATIVE EXAMPLE: A 4 weeks' annual leave per year employee will have an excessive accrual when their leave balance exceeds 8 weeks' annual leave.

- (b) If an employee has an excessive leave accrual, the employer 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.
- (c) Clause 29.7 sets out how Calvary may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 29.8 sets out how an employee who has an excessive leave accrual may require Calvary to grant paid annual leave requested by the employee.

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

- (a) If Calvary has genuinely tried to reach agreement with an employee under clause 29.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer 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 29.6, 29.7 or 29.8 or otherwise agreed by the employer 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 the employer 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 29.7(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.

29.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Calvary under clause 29.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under 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 29.7(a) that, when any other paid annual leave arrangements (whether made under clause 29.6, 29.7 or 29.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under 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 29.6, 29.7 or 29.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 29.2(a)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

30. Purchased Leave

30.1 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.

30.2 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.

30.3 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.

30.4 Taking Purchased Leave

- (a) Unless varied or terminated in accordance with the remainder of clause 30, 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.

30.5 Variations, Cancellations and Termination

- (a) Applications by employees to vary 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).

31. Public holidays

31.1 Public holiday entitlements are provided for in the NES.

NOTE: Public Holidays are as gazetted by the State Government.

31.2 Payment for work done on public holidays

- (a) All ordinary time worked by an Aged Care Stream employee on a public holiday will be paid at:
 - (i) For a full-time and part-time employee:
 - A. A Care Team Leader (PCW) - **220%** of the minimum hourly rate applicable to their classification and pay point.
 - B. All other Aged Care Stream roles - **250%** of the minimum hourly rate applicable to their classification and pay point.
 - (ii) Casual employees will be paid the rate in 31.2(a)(i) **in addition to** their casual loading (a total of 275% of their minimum hourly rate).
- (b) All ordinary time worked by an Nursing Stream employee on a public holiday will be paid at:
 - (i) For a full-time or part-time employee who is a day worker, **250%** of the minimum hourly rate applicable to their classification and pay point.
 - (ii) For a full-time and part-time employee who is a shiftworker:
 - A. Care Team Leader (EN qualified) - **220%** of the minimum hourly rate applicable to their classification and pay point.
 - B. For all other Nursing Stream roles - **200%** of the minimum hourly rate applicable to their classification and pay point.

- (iii) For a casual employee, they will be paid the amount in clause 31.2(b)(ii) plus their casual loading.
 - (c) Overtime performed on a public holiday shall be paid in accordance with clause 26.6.
 - (d) For employees that work across midnight, Public Holiday shifts (and the penalties applicable) will be determined by what day the majority of ordinary hours is worked by the employee.
 - (e) For clarity, these penalty rates will be in substitution for and not cumulative upon the loadings prescribed in clause 24—Shiftwork, clause 25 – Saturday and Sunday work²⁵, rest breaks between work, or other like penalty payment.
- 31.3 In circumstances where an employee is required to work on a public holiday which applies at the Employee's usual workplace, but the employee is working away from the usual workplace and at a location where that public holiday does not apply, an additional day is to be added to the employee's annual leave entitlement or the employee may elect to substitute that public holiday in accordance with clause 31.4.
- 31.4 **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 as such.

32. Personal/Carer's Leave

- 32.1 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 32.2 and 32.3. However, the remainder of clause 31.4(b) 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.

Amount of Leave

- 32.2 For each year of service with Calvary (other than periods of employment as a casual employee of Calvary) an employee is entitled to 20 days of paid personal/carer's leave.
- 32.3 Clause 32.2 is subject to preserved arrangements set out in Schedule D.

Accrual of Leave

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

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

Taking paid personal/carer's leave

- 32.5 An employee may take paid personal/carer's leave if the leave is taken:
- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

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

- 32.6 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.
- 32.7 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.

Payment for paid personal/carer's leave

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

Notice and evidence requirements

- 32.9 An employee must give Calvary notice of the taking of personal / carer's leave under this clause.
- 32.10 The notice:
- (a) must be given to Calvary as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise Calvary of the period, or expected period, of the leave.
- 32.11 An employee who has given Calvary notice of taking personal/carer's leave must, if required by Calvary, give Calvary evidence that would satisfy a reasonable person that the leave is taken for the purposes specified in clause 32.5.
- 32.12 An employee is not entitled to take personal / carer's leave unless they comply with this clause.
- 32.13 Unpaid Carer's Leave is provided for under the NES.

33. Compassionate Leave

- 33.1 Compassionate leave is provided for by the NES. It is the intention of the parties to increase the number of compassionate leave days for each occasion at clause 33.2. However, the remainder of clause 33 is provided for the convenience of the parties and, with the exception of clause 33.2 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.

Entitlement to compassionate leave

- 33.2 An employee is entitled to 3 days of compassionate leave for each occasion (a permissible occasion) when:
- (a) a member of the employee's immediate family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies; or

- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (c) the employee, or the employee's spouse or de facto partner, has a miscarriage. Provided that compassionate leave does not apply for former spouses or former de facto partners of the employee.

NOTE: Additional specifics about miscarriages and compassionate leave are within the NES.

Taking compassionate leave

- 33.3 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 33.2; or
 - (b) after the death of the member of the employee's immediate family or household, or the stillbirth of the child, referred to in clause 33.2; or
 - (c) after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in clause 33.2(c).
- 33.4 An employee may take compassionate leave for a particular permissible occasion as:
- (a) a single continuous 2 day period; or
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods to which the employee and his or her employer agree.
- 33.5 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Payment for Compassionate Leave

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

NOTE: Compassionate Leave is unpaid for casual employees.

Notice and Evidence

- 33.7 An employee must give their employer notice of taking Compassionate Leave.
- 33.8 The notice must be given to Calvary as soon as practicable and must advise Calvary of the period, or expected period, of the Compassionate Leave.
- 33.9 An employee who has given Calvary notice of taking of Compassionate Leave must, if required by Calvary, give Calvary evidence that would satisfy a reasonable person that the leave is taken for the purposes specified in clause 33.3.
- 33.10 An employee is not entitled to take compassionate leave unless they comply with this clause.

34. Community Service Leave

34.1 Community service leave is provided for in the NES.

34.2 For the convenience of the parties, community service leave is for eligible community service activities, being:

- (a) Jury service;
- (b) A voluntary emergency management activity; or
- (c) Any other activity prescribed by the *Fair Work Regulations 2009* (Cth).

34.3 For the convenience of the parties, the NES provides Jury service leave in section 111 of the Act. For summary only, the NES provides:

- (a) Full-time and part-time employees have to be paid 'make-up pay' for the first 10 days of jury selection and jury duty. Make-up pay is the difference between any jury duty payment the employee receives (excluding any expense-related allowances) from the court and the employee's base pay rate for the ordinary hours they would have worked.
- (b) Before paying make-up pay, an employer may request evidence from the employee to show:
 - (i) that the employee has taken all necessary steps to obtain jury duty pay;
 - (ii) the total amount of jury duty pay that has been paid or will be payable to the employee for the period; and
 - (iii) If the employee can't provide evidence, they won't be entitled to make-up pay.
- (c) The NES does not exclude any more beneficial entitlements, if any, provided by the laws of the State of Tasmania.

35. Ceremonial Leave

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

36. Long Service Leave

36.1 Long Service Leave is provided for in accordance with the [Long Service Leave Act 1976](#) (TAS) (as amended or replaced).

NOTE: For employee's convenience, information on long service leave entitlements in Tasmania is available at the Tasmania Government's Long Service Leave information page or by contacting your local Human Resources contact.

36.2 The period of taking the period of Long Service Leave shall be by mutual agreement. If there is no mutual agreement, leave is to be taken at a time fixed by Calvary within a period not exceeding six months from the date when the entitlement is due and after not less than two weeks' notice to an employee.

37. Parental Leave and Calvary Paid Parental Leave Scheme

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

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

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

37.3 **Calvary Paid Parental Leave Scheme**

- (a) The Calvary Paid Parental Leave Scheme’s objective is to provide employees with a period of payment during an otherwise unpaid period of parental leave under the NES. This Paid Parental Leave Scheme applies to adoptions eligible for unpaid parental leave under the Act.
- (b) Permanent Full-Time or Part-time employees who are entitled to Parental Leave in accordance with the NES are also eligible to apply for Paid Parental Leave in accordance with the terms of this clause for any single Parental Leave Period.

(c) **Amount of Leave**

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

- (i) The amount of Paid Parental Leave for a Primary Carer is 12 weeks:
- (ii) The amount of Paid Parental Leave for a Partner is 3 weeks.

(d) **Payment for Parental Leave**

- (i) Part-Time employees shall be paid in accordance with their guaranteed hours (set by clause 9.2) over the period of Paid Parental Leave.
- (ii) Paid Parental Leave will be paid at the employee’s minimum rate of pay applicable to their classification and pay point.
- (iii) An employee may elect to take Paid Parental Leave at half pay for double the duration.
- (iv) Superannuation will be paid on periods of Paid Parental Leave.

NOTE: This does not apply to periods of leave that may be paid under a Government paid parental leave scheme. See clause 37.3(h)(ii)C.

(e) **Taking Paid Parental Leave**

- (i) Paid Parental Leave must be taken in a single unbroken period within the Parental Leave Period.
- (ii) The earliest date Paid Parental Leave may start shall be the same as unpaid parental leave in accordance with the NES.
- (iii) An employee taking a portion of Paid Parental Leave must do so within the Parental Leave Period.
- (iv) Only one person can be designated as the Primary Carer for the adopted child at a point in time.
- (v) 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) Pregnancy Loss

- (i) In the circumstances of an employee suffering a pregnancy loss after 20 weeks' gestation or the child is not living at the time of birth, the employee shall be entitled to Paid Parental Leave on the same terms as had the child lived.
- (ii) In circumstances of an employee suffering a pregnancy loss up to and including 20 weeks', the employee shall be entitled to two weeks Paid Parental Leave under the remaining terms of this clause.

(g) 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 10 weeks prior to the expected date of birth – and include a medical certificate from a registered medical doctor, obstetrician or gynaecologist stating that the employee is pregnant; and
 - 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 37.3(g)(i)A 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 37.3(g)(i) is a result of birth (or a pregnancy loss) occurring earlier than the expected date.

(h) 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. covers employees who are eligible for adoption-related leave under the NES;
 - C. operates independently and in addition to any Government paid parental leave scheme (or other like Government benefit); and

- D. replaces any other Paid Parental Leave scheme(s) provided for under Calvary Health Care's policies.

38. Family and Domestic Violence Leave

- 38.1 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.
- 38.2 Employees are entitled to 20 days paid family and domestic violence leave on the same terms and conditions as the NES.
- 38.3 For the sake of clarity, casual employees are entitled to take family and domestic violence leave.
- 38.4 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*.
- 38.5 The NES prescribes confidentiality obligations that apply to the Employer in the handling of Family and Domestic Violence Leave information.

39. Blood Donors Leave and Emergency Service Leave

- 39.1 Calvary will release full-time employees, upon request, on a maximum of two occasions per year to donate blood in paid time at a nominated time where a mobile collection unit or donor collection centre is located within five kilometres of the employee's workplace. Employees will give at least seven days' notice to Calvary and agreement will only be reasonably withheld having regard to the staffing and workload needs of the facility.
- 39.2 In addition to the unpaid Community Service Leave set out in the NES, at the discretion of Calvary, (whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance), an employee who is a member of a voluntary emergency relief organisation such as the Tasmania Fire Service, Red Cross, St John Ambulance and the State Emergency Service and is required to attend to assist in the response to a critical incident where a local or state emergency situation will be released from ordinary time duty without loss of pay up to a maximum of three shifts per year.

Part 6—Education and Professional Development

40. Mandatory Training and E-Learning

- 40.1 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.
- 40.2 **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 24) and weekend penalties (clause 25) 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 40.2(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 40.2 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.

40.3 **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 40.3 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.

41. Professional Development Leave

- 41.1 Full-time employees shall be entitled to three days per year of paid professional development leave for the purpose of attending courses, conferences and/or undertaking or preparing for examinations in a course of study. Part-time employees who work not less than four shifts per fortnight shall be entitled to leave under this clause on a pro-rata basis.
- 41.2 The course of study or conference must be relevant to the employee's work at Calvary. Professional Development Leave for study purposes must also:
 - (a) Be related to the employee's duties and classification within the workplace; or

- (b) Be related to the advancement through the career structure of the employee at the workplace; and
 - (c) Be conducted by a registered training organisation or a registered tertiary education institution.
- 41.3 Professional Development Leave does not accrue year to year.
- 41.4 Professional Development Leave shall be taken at a time that is mutually agreed between Calvary and the employee. Calvary will not unreasonably withhold approval for such leave when the employee has service of at least 18 months' immediately prior to the taking of the Personal Development Leave.
- 41.5 Calvary will ensure that operating budgets make reasonable provision for the ongoing professional development of full-time nursing staff. Costs may be either shared or paid for in total by Calvary or release from work provided at the discretion of Calvary.

Part 7—Union Matters

42. Notice Board

Calvary is to permit a notice board to be erected in the workplace for the use of employees and their workplace representatives. Provided that such noticeboard is placed in a staff only area that residents do not usually occupy.

43. Union Training Leave

- 43.1 It is recognised that union delegates or elected workplace representatives, with approval of the Union may participate in the following duties free from any discrimination in their employment when it is required to do so:
- (a) Represent members in bargaining;
 - (b) Represent the interests of members to Calvary and, at times, industrial tribunals;
 - (c) Consult with union members and other employees for whom the delegate is a bargaining representative;
 - (d) Represent members at any consultative committee at the workplace;
 - (e) Attend union education;
 - (f) Address new employees about the benefits of union membership at the time they enter employment;
 - (g) Attend courses conducted by an approved training provider that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and grievances within the workplace;
 - (h) Attend union annual Delegates Conference.
- 43.2 It is recognised that union training leave is unpaid, however, an employee may elect to utilise accrued annual leave in accordance with the annual leave provisions of the Agreement.
- 43.3 Any request for leave to attend union training must be given by an employee in writing and give at least one months' notice prior to the commencement of the union training leave. Approval of the

union training leave request shall be on the basis that Calvary agrees to release the delegate from their normal roster if the delegate was rostered to work during the time of leave.

- 43.4 The granting of any leave pursuant to this clause shall be subject to Calvary being able to make adequate staffing arrangements amongst current employees during the period of such leave. Calvary shall not use this subclause to avoid an obligation under this clause.
- 43.5 Union training leave will be recognised as service for all purposes of this Agreement.
- 43.6 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- 43.7 An employee may be required to satisfy the employer of attendance at the course to qualify for the leave.
- 43.8 An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
- 43.9 In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of this Agreement.

Part 8—Consultation and Dispute Resolution

44. Consultation about major workplace change

- 44.1 If Calvary makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
 - (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 44.2 For the purposes of the discussion under clause 44.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
 - (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 44.3 Clause 44.2 does not require Calvary to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 44.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 44.1(b).
- 44.5 In clause 44 significant effects, on employees, includes any of the following:
 - (a) termination of employment; or

- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

44.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 44.5, such alteration is taken not to have significant effect.

45. Consultation about changes to rosters or hours of work

45.1 Clause 45 applies if Calvary proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

45.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

45.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 45.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

45.4 The employer must consider any views given under clause 45.3(b).

45.5 Clause 45 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

46. Dispute resolution

46.1 Clause 46 sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES between an employee (or employees) and Calvary.

46.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

46.3 If the dispute is not resolved through discussion as mentioned in clause 46.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

46.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 46.2 and 46.3, a party to the dispute may refer it to the Fair Work Commission.

46.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

46.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

46.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 46.

- 46.8 While procedures are being followed under clause 46 in relation to a dispute:
- (a) work must continue in accordance with this Agreement and the Act; and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 46.9 Clause 46.8 is subject to any applicable work health and safety legislation.

47. Workplace Consultative Meetings

- 47.1 Currently, Calvary holds meetings to discuss workplace matters with affected employees (rather than general discussion meetings) to ensure efficient and relevant communication.
- 47.2 Should a group of employees at a residential aged care facility covered by this Agreement wish for a Workplace Consultative Meeting to be held for discussion regarding common workplace issues, then:
- (a) Those employees will provide a list of workplace issues they'd like to have added to the agenda of a Workplace Consultative Meeting; and
 - (b) Calvary will hold a Workplace Consultative Meeting in a reasonable timeframe, provided that employees who have raised the workplace issues on the agenda are willing to attend.
- 47.3 Where Calvary and employees agree that regular Workplace Consultative Meetings are likely to be beneficial then Calvary undertakes to form a Workplace Consultative Committee that will meet regularly.

48. Workloads

Workloads and management of workloads is an important issue. In order to identify, minimise and deal with instances of excessive workloads:

- (a) Calvary will ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are working.
- (b) In most circumstances vacant positions will be filled within three months. If it appears likely that will not be the case, supervisors and/or managers will consult affected employees giving the reasons why the position will not be filled and advising how the workloads will be managed. This can be completed in an informal way (such as a tool box talk or staff meeting) and does not need to be in the manners prescribed by clause 44 or 45 of this Agreement.
- (c) Should any employee or group of employees have a reasonable basis to conclude that their workloads are unreasonably heavy on a regular basis then they will have a responsibility to discuss their concerns with their supervisor or immediate manager.
- (d) If a solution cannot be identified and implemented and the employee(s) have a reasonable basis to conclude that the workload remains unreasonably high then the matter will be referred to the Home Manager. Where the workloads are unreasonable, Calvary will implement changes (technology, responsibility changes, extra resources, the advertising of vacant job roles) in consultation with the employees and their nominated representative.
- (e) In implementing solutions to workload issues, changes to the technology or the programming of work may require employees to genuinely trial new solutions and undergo additional training in paid work time.

- (f) Calvary will not be deemed in breach of clause 48 in circumstances where Calvary has undertaken all reasonable steps to meet the requirements of this clause.
- (g) All parties to the Agreement will engage in and support workload management in accordance with this clause in good faith.

Part 9—Termination of Employment

49. Termination of employment

49.1 Notice of termination by Calvary

Notice of termination by Calvary shall be in accordance with the NES. For the convenience of the parties only, the notice required to be provided by an employer is:

- (a) In accordance with this table:

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
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) The amount of notice required in clause 49.1(a) is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

(c) Redundancy – Special notice for under 1 years' service

Any employee entitled to notice of termination in accordance with the NES with less than 1 years' service who is termination for reason of redundancy shall receive 2 weeks' notice instead of the notice prescribed by clause 49.1(a).

49.2 Notice of termination by an employee

- (a) Clause 49.2 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 49.1(a).
- (c) If an employee who is at least 18 years old does not give the period of notice required under clause 49.2(a) and Calvary has not agreed to that shorter notice period then any unpaid hours of work (excluding any accrued annual leave) shall be paid at the Modern Award rate that would apply to the employee's role and no loadings or penalty rates shall apply.

- 49.3 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.

49.4 Nothing in this clause requires Calvary to:

- (a) accept a notice period in excess of that prescribed at clause 49.2(a) of this Agreement;
- (b) provide notice to employees terminated for reason of serious misconduct; or
- (c) provide notice rights to employees who would not be entitled to it under the NES.

49.5 In the event that a trainee is terminated at the end of the traineeship and is re-engaged by Calvary within six months of such termination, the period of traineeship shall be counted towards service for the purposes of any future termination.

49.6 **Job search entitlement**

- (a) Where Calvary has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 49.6 is to be taken at times that are convenient to the employee after consultation with the employer.

49.7 **Statement of Service**

Upon request from any employee, Calvary will provide the employee with a written statement, duly signed, setting out the period of employment and the capacity in which the employee was employed.

50. Redundancy

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

50.1 This clause is subject to preserved arrangements set out in Schedule D.

50.2 **Redundancy Pay**

- (a) Instead of the Redundancy Pay entitlement provided by the NES, employees who are terminated for reason of redundancy (either Involuntary Redundancy or Voluntary Redundancy) shall be entitled to Redundancy Pay calculated at:
 - (i) two weeks' pay for each completed year of service and pro-rata for an uncompleted year. Provided that if this Redundancy Pay is less than the NES then the NES amount will prevail; and
 - (ii) to a maximum amount of 26 weeks.
- (b) In the event of an Applicable Employee agreeing to be terminated for reason of redundancy (Voluntary Redundancy), they will be paid for all accrued annual leave including leave loading.
- (c) In the event of an Applicable Employee being terminated by Calvary for reason of redundancy (Involuntary Redundancy), they will be paid:
 - (i) Payment for all accrued annual leave including leave loading; and
 - (ii) If they have at least five years continuous service, payment of pro-rata long service leave.
- (d) Clauses 50.2(a) and (c) shall not apply when Calvary facilitates acceptable alternative employment for a redundant employee, including the transfer of all entitlements.

“Acceptable alternative employment” will be deemed to be where the employee has gained employment in a position which reflects the skills of that employee and which provides the same financial and employment benefits, including security of employment, as the position from which the employee was made redundant.

(e) **Partial Redundancy Package for Changed or Decreased Hours**

- (i) Where an employee is not offered similar hours or hours are altered, other than by a normal change of roster in accordance with this Agreement, and this causes a loss of income to the employee, Calvary is to pay a partial redundancy package calculated as -

partial redundancy payment = existing weekly rate, minus new weekly rate, multiplied by two, multiplied by years' of service, plus pro-rata for any uncompleted year of continuous service.

- (f) **“Weeks' pay”** under this clause 50.2 means the ordinary rate of pay, plus any loadings and all-purpose allowances to which the employee is normally entitled.

50.3 **Commitment to consult**

- (a) Where Calvary believes that it may be necessary to make one or more positions covered by this Agreement redundant or reduce the employee's ordinary hours so that it causes a loss of employee's income, Calvary agrees to follow the consultation term at clause 44.
- (b) Calvary will provide a fully detailed statement of the redundancy package during consultation.

50.4 **Redeployment and Retraining**

In the event of a position being made redundant or the employee's ordinary hours are reduced so that it causes a loss of employee's income, the following shall apply:

- (a) Calvary will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (b) An employee seeking redeployment may be retained for an available position on condition that the employee can demonstrate that they possess the necessary capacity for that position.
- (c) Where retraining is required, Calvary will provide and pay for any training which it deems necessary for the employee to perform the duties of the position to which the employee is being redeployed. The employee will be entitled to undertake this training during work time.
- (d) All reasonable attempts will be made to ensure that the employee's area of choice, hours of work, previous employment classification and previous roster patterns are met.

50.5 **Voluntary Redundancy**

Before a redundancy is effected, Calvary will first seek expressions of interest in voluntary redundancies. Involuntary redundancies will not be effected where expressions of voluntary redundancies are reasonable in the circumstances.

50.6 **Financial Counselling**

If the employee is terminated for reasons of redundancy, Calvary will pay for up to two sessions of financial counselling from an accredited financial advisor that is nominated by Calvary.

50.7 Notifying Redundancy Employees of New Vacancies

- (a) In the event that a position becomes available at a Calvary residential aged care facility, it will take reasonable steps to notify any employees who were employed in equivalent roles and made redundant in the prior 12 months and invite them to apply for the role.
- (b) Any adverse tax implications arising from the rehiring of an employee who was made redundant shall remain the liability of the employee.
- (c) Selection of the appropriate candidate for the role remains at Calvary's sole discretion.

50.8 Transfer to lower paid duties on redundancy

- (a) Clause 50.2 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 50.8(c).
- (c) If Calvary acts as mentioned in clause 50.8(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.

50.9 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 50 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.

50.10 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 section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 50.10(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 50.10(b).

- (d) An employee who fails to produce proof when required under clause 50.10(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 49.6.

50.11 Reductions in Redundancy Pay

- (a) Where Calvary terminates the employee's employment by reason of redundancy but obtains for the employee alternative employment at an equivalent classification (e.g. Registered Nurse to Registered Nurse) then an employee shall be entitled to Redundancy Pay in accordance with the NES instead of clause 50.2.
- (b) Any other/further reductions in Redundancy Pay shall be in accordance with the Act and, as applicable, subject to an order of the Fair Work Commission.

Part 10—Signatures

Behalf of Calvary:

Name: Melissa Evans

Authority to Sign: Regional Chief Executive Officer, ~~Queensland~~ Tasmania

Address: c/ - Level 12, 135 King Street, Sydney NSW 2000

Signature:




Date: 07/12/2023

Witness Name: Jennifer Ferraiuolo

Witness Address: c/- Level 12, 135 King Street, Sydney NSW 2000

Signature:



Date: 07/12/2023

On behalf of the Employees:

Name: *Robbie Moore*

Authority to Sign: Bargaining Representative – Secretary, *HSU, Tasmania Branch*

Address: *11 Clare Street, New Town 7008*

Signature: *R Moore*

Date: *11/12/23*

Witness Name: *James Milligan*

Witness Address: *11 Clare Street New Town 7008*

Signature:



Date: *11-12-23*

On behalf of the Employees:

Name: Emily Shepherd

Authority to Sign: Bargaining Representative

Address: 182 Macquarie Street Hobart TAS 7000

Signature: 

Date: 22 December 2023

Witness Name: Mary Bickel

Witness Address: 182 Macquarie Street Hobart TAS 7000

Signature: 

Date: 22 December 2023

Schedule A—Minimum Wages and Allowances

A.1 Minimum Wage Rates

Classification	FFPP 1/07/2023	FFPP 1/07/2024	FFPP 1/07/2025
		3%	3%
Support Worker	\$25.92	\$26.70	\$27.50
Personal Care Worker (Traineeship)	\$25.82	\$26.60	\$27.40
Personal Care Worker (Unqualified)	\$30.95	\$31.88	\$32.83
Personal Care Worker (Cert III)			
Pay Point 1 – New Graduate	\$31.91	\$32.87	\$33.85
Pay Point 2 – Experienced	\$32.27	\$33.24	\$34.24
Personal Care Worker (Medication Competent)	\$32.77	\$33.75	\$34.77
Enrolled Nurse (w/ Medication Endorsement)			
Pay Point 1	\$35.81	\$36.89	\$38.00
Pay Point 2	\$36.20	\$37.29	\$38.40
Pay Point 3	\$36.58	\$37.68	\$38.81
Pay Point 4	\$36.97	\$38.08	\$39.22
Pay Point 5	\$37.35	\$38.48	\$39.63
Care Team Leader (PCW)	\$37.50	\$38.62	\$39.78
Care Team Leader (EN qualified)	\$37.99	\$39.13	\$40.30
Registered Nurse - RN1			
1.1 (New Grad)	\$38.51	\$39.67	\$40.86
1.2	\$40.44	\$41.65	\$42.90
1.3	\$42.20	\$43.47	\$44.77
1.4	\$43.98	\$45.30	\$46.66
1.5	\$45.78	\$47.15	\$48.57
1.6	\$47.59	\$49.02	\$50.49
1.7	\$49.40	\$50.88	\$52.41
1.8	\$51.18	\$52.72	\$54.30
Clinical Nurse Specialist - RN2			
2.1	\$51.41	\$52.96	\$54.54
2.2	\$51.99	\$53.55	\$55.16
2.3	\$52.57	\$54.15	\$55.77
2.4	\$53.15	\$54.74	\$56.38
Clinical Care Coordinator - RN3			
3.1	\$55.21	\$56.86	\$58.57

3.2	\$55.97	\$57.65	\$59.38
3.3	\$56.74	\$58.44	\$60.20
3.4	\$57.51	\$59.23	\$61.01
Clinical Care Coordinator (IPC)			
3.1	\$58.59	\$60.35	\$62.16
3.2	\$59.94	\$61.74	\$63.59
3.3	\$61.29	\$63.13	\$65.02
3.4	\$62.63	\$64.51	\$66.44
NOTE: See cl B.2.7 for IPC requirements			
Cook	\$26.91	\$27.72	\$28.55
Chef	\$34.39	\$35.42	\$36.48
NOTE: These Cook and Chef rates do not include Catering Leading Hand Allowance			
Head Chef / Catering Supervisor	\$43.65	\$44.96	\$46.31
Maintenance Assistant	\$29.37	\$30.25	\$31.16
Maintenance Officer	\$33.70	\$34.71	\$35.75
Administration Level 1	\$27.84	\$28.40	\$29.25
Administration Level 2	\$32.95	\$33.61	\$34.62
Administration Level 3	\$35.44	\$36.50	\$37.59
Leisure and Lifestyle Assistant	\$30.95	\$31.88	\$32.84
Leisure and Lifestyle Officer	\$31.32	\$32.25	\$33.22
Leisure and Lifestyle Coordinator	\$34.73	\$35.78	\$36.85

A.2 Allowances

Allowance Description	Clause	Per	On Commencement	FFPP 1/07/2024	FFPP 1/07/2025
Catering Leading Hand					
- Cook (Trade Qualified)	18.2(d)(i)	Hour	\$3.71	\$3.71	\$3.71
- Chef	18.2(d)(ii)	Hour	\$3.84	\$3.84	\$3.84
Clothing and Equipment					
Uniform Allowance	18.4(b)	Shift	\$1.23	Per cl. 17.1 and the relevant Modern Award	
Uniform Allowance	18.4(b)	Week	\$6.24		
Laundry Allowance	18.4(c)	Shift	\$0.32	Per cl. 17.1 and the relevant Modern Award	
Laundry Allowance	18.4(c)	Week	\$1.49		
In Charge of Facility	18.5	Shift	\$36.72	\$37.83	\$38.96

Allowance Description	Clause	Per	On Commencement	FFPP 1/07/2024	FFPP 1/07/2025
Infection Prevention & Control					
- Training Allowance	18.6(a)(i)	Hour	\$0.50	\$0.52	\$0.53
- IPC Champion Allowance	18.6(a)(ii)	Hour	\$0.72	\$0.74	\$0.76
- IPC Lead Allowance	18.6(a)(iii)	Hour	\$1.31	\$1.35	\$1.38
Nauseous Work Allowance	18.8	Hour	\$0.54 (minimum \$2.92/week)	Per cl. 17.1 and the relevant Modern Award	
On Call (Mon-Fri)	18.9	24 hours	\$25.48	Per cl. 17.1 and the relevant Modern Award	
On Call (Saturday)	18.9	24 hours	\$38.38		
On Call (Sunday, P/Hol, RDO)	18.9	24 hours	\$44.77		
Overtime Meal Allowance	18.10(a)(ii)	Shift	\$15.20	Per cl. 17.1 and the relevant Modern Award	
Overtime Meal Allowance	18.10(b)	Shift	\$13.70		
Tool Allowance	18.13	Week	\$13.11	Per cl. 17.1 and the relevant Modern Award	
Virus Testing Allowance	18.15	Shift	\$5.00	\$5.15	\$5.30
Kilometre Reimbursement	16.7	km	\$0.96	Per cl. 17.1 and the relevant Modern Award	

Schedule B—Classification Definitions

B.1 Aged Care Stream

B.1.1 Support Worker

- (a) Support workers perform a full range of daily living support tasks on behalf of residents within a Calvary residential aged care facility. Such daily living support duties include (but are not limited to):
 - (i) general cleaning of accommodation;
 - (ii) food service;
 - (iii) general waiting, table service and clearing duties;
 - (iv) assistance in the preparation and serving of food (including the cooking/preparation of light refreshments);
 - (v) all laundry duties.
- (b) An employee of this classification:
 - (i) is capable of prioritising work within established routines, methods and procedures;
 - (ii) is responsible for work performed with a limited level of accountability or discretion;
 - (iii) works under limited supervision, either individually or in a team;
 - (iv) possesses sound communication skills; and
 - (v) requires specific on-the-job training and/or relevant skills training or experience.

B.1.2 Personal Care Worker (Traineeship)

A Personal Care Worker (Traineeship) is an employee who is undertaking a traineeship under a training contract covering the employee, Calvary and a registered training organisation. For clarity, this does not include where an employee is undertaking training outside of a training contract.

B.1.3 Personal Care Worker (Unqualified)

- (a) Employees appointed to this classification do not hold a Certificate III (or greater) in an aged care or related discipline.
- (b) An employee of 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.
- (c) *Progression upon Graduation*

If a Personal Care Worker (Unqualified) attains their Certificate III in *Individual Support (Ageing)* (or equivalent), upon the provision of evidence from the employee to the employer, they will progress automatically to the Personal Care Worker classification from the next full pay period.

B.1.4 Personal Care Worker (Cert III)

- (a) Personal Care Workers appointed to this classification shall have:
- (i) a minimum Certificate III in an aged care-related discipline; or
 - (ii) are studying (or partially studied) a Diploma of Nursing or Bachelor of Nursing (or equivalent title) and have completed units of study deemed by Calvary equivalent to a Certificate III; and/or
 - (iii) they have extensive demonstrated experience in providing personal care tasks in an aged care setting that is acceptable to Calvary.

NOTE 1: Without limitation, at the time of making this Agreement a Certificate III of an aged care-related discipline included Cert III in Aged Care and Cert III in Individual Support (Ageing). A Certificate III in Individual Support (Disability) was generally not considered an aged-care related discipline however this may be subject to the employee's units of study and whether they have extensive experience in providing personal care to the aged, elderly, or frail.

NOTE 2: Calvary may have policies or procedures for the determination of what constitutes extensive demonstrated experience in aged care.

- (b) Personal Care Workers, in particular, work flexibly to provide holistic person centred care to residents of a residential care facility by providing personal care, daily living support, and leisure activities.
- (c) Personal care tasks include (but not be limited to):
- (i) supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails;
 - (ii) lay out clothes and/or assist in dressing;
 - (iii) make beds and tidy rooms;
 - (iv) store clothes and clean wardrobes;
 - (v) support residents to make meal choices, serve meals, and/or provide residents with required meal assistance; and
 - (vi) perform the daily activities that support independence, choice and quality of daily living.
- (d) Personal Care Workers may also assist a Registered Nurse or Enrolled Nurse in the provision of clinical care commensurate with their training and experience.

EXAMPLE: A Personal Care Worker will be able to update resident care records with observations.

- (e) An employee of this classification:
- (i) is capable of prioritising work within established policies, guidelines 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; and

- (iv) possesses good communication, interpersonal and/or arithmetic skills.

B.1.5 Personal Care Worker (Medication Competent)

In addition to the duties of a Care Worker, an employee appointed to this classification:

- (a) will be deemed competent by Calvary in assisting with medications; and
- (b) will assist residents with medications,

in accordance with Calvary's medication management framework and Commonwealth or State of Tasmania laws.

B.1.6 Care Team Leader (PCW)

- (a) Care Team Leaders (PCW) must either:

- (i) Hold a minimum Certificate IV in a study relevant to aged care; or
- (ii) Personal Care Workers who hold a Certificate III and are deemed Medication Competent may be appointed to this role on the basis that they are enrolled in a Certificate IV course approved by Calvary or they possess significant experience in aged care.

NOTE: The ability of a Care Team Leader who is not an Enrolled Nurse to assist with medications remains subject to the State laws of Tasmania.

- (b) In addition to the base duties of a Personal Care Worker (Medication Competent) a Care Team Leader is an employee appointed as such to assist with the direction, supervision and leadership of a team of Personal Care Workers.
- (c) A Care Team Leader remains subject to the direction, supervision and leadership of the Registered Nurse(s) on duty.
- (d) An employee of this classification:
 - (i) is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a substantial level of accountability;
 - (iii) works either individually or in a team;
 - (iv) may require basic computer knowledge or be required to use a computer on a regular basis;
 - (v) possesses administrative skills and problem solving abilities;
 - (vi) possesses well developed communication, interpersonal and/or arithmetic skills.

- (e) *Withdrawing from Study*

If an employee at this classification holds a Certificate III as their highest qualification and it is a condition of their appoint that they are to undertake and complete a Certificate IV, yet the employee ceases undertaking the Certificate IV training for any reason other than:

- (i) completion of the training; or
- (ii) a usual break implemented by the training provider,

then the employee must notify Calvary and, unless the circumstances are short term and arising from an extraordinary circumstance acceptable to Calvary, Calvary may re-classify the employee to the classification they held immediately prior to becoming a Care Team Leader from the next full pay period.

B.1.7 Cook

- (a) A Cook is a non-trade qualified person who prepares, cooks, and serves meals for the residents of a residential aged care facility.
- (b) An employee of 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;
 - (v) requires specific on-the-job training and/or relevant skills training or experience.
- (c) For the sake of clarity, the Cook classification is not required to have a trade certificate or equivalent experience of a trade certified Cook.

B.1.8 Chef

- (a) A Chef is a trade qualified employee appointed to this classification who:
 - (i) prepares, cooks and serves meals with regard to their training in nutrition, cooking techniques, creating recipes from scratch with fresh ingredients, and has a high level of responsibility within a kitchen;
 - (ii) leads, supervises and trains cooks, less experienced chefs and other kitchen employees;
 - (iii) has responsibility for the quality of the food prepared by less experienced chefs or cooks; and/or
 - (iv) designs menus and ensures the preparation of meals are in accordance with care plans.
- (b) An employee at this classification:
 - (i) is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a substantial level of accountability and responsibility;
 - (iii) works either individually or in a team;
 - (iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
 - (v) possesses administrative skills and problem solving abilities;
 - (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and

- (vii) requires formal qualifications at trade or certificate level III as a minimum.

B.1.9 Head Chef / Catering Supervisor

- (a) A Head Chef / Catering Supervisor is an employee appointed to:
 - (i) provide supervision and leadership at a senior level to Chefs, Cooks and other kitchen roles;
 - (ii) give any necessary instruction in all the branches of cooking;
 - (iii) preparation of food service staff rosters;
 - (iv) assist management in the pricing of meals for departmental budgets;
 - (v) assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals;
 - (vi) liaise with management and clinicians to ensure that residents are provided with choice, flexibility and an appropriate dining experience.
- (b) An employee appointed to this classification:
 - (i) is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a substantial level of accountability and responsibility;
 - (iii) may supervise the work of others, including work allocation, rostering and guidance;
 - (iv) works either individually or in a team;
 - (v) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
 - (vi) possesses developed administrative skills and problem solving abilities;
 - (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and
 - (viii) will require formal qualifications of a trade or Certificate IV level, in addition to relevant experience to enable the performance of this role at a senior level.

B.1.10 Maintenance Assistant

- (a) A Maintenance Assistant is an employee that performs routine maintenance tasks within Calvary residential aged care facility 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.
- (b) 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 limited level of accountability or discretion;
 - (iii) works under limited supervision, either individually or in a team;
 - (iv) possesses sound communication skills; and
 - (v) requires specific on-the-job training and/or relevant skills training or experience.
- (c) For the sake of clarity, the Maintenance Assistant classification is not required by Calvary to have a trade certificate or equivalent experience.

B.1.11 Maintenance Officer

- (a) A Maintenance Officer is an employee performs maintenance tasks within Calvary residential aged care facility of both a routine nature and those that require trade-qualifications.
- (b) An employee at this classification:
 - (i) is capable of prioritising work within established policies, guidelines 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 good communication, interpersonal and/or arithmetic skills; For the sake of clarity, the Maintenance Assistant classification is not required to have a trade certificate or equivalent experience.
- (c) An employee at this classification level is required to have a building or construction related trade qualification by Calvary as an inherent requirement of their role.

B.1.12 Administration Level 1

- (a) Administration Level 1 employees undertake a range of basic clerical functions within established routines, methods and procedures.
- (b) Indicative tasks performed at this classification include:
 - (i) Receptionist.
 - (ii) Pay clerk.
 - (iii) General clerk / typist.

B.1.13 Administration Level 2

- (a) In addition to the Administration Level 1 duties, an Administration Level 2 employee appointed to this classification:

- (i) is capable of prioritising work within established policies, guidelines 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 good communication, interpersonal and/or arithmetic skills; and
 - (v) requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- (b) Indicative tasks performed at this classification include:
- (i) Provide Kronos support to employees.
 - (ii) Administration of rosters upon direction of clinical staff or the Home Manager.
 - (iii) Directly assist higher classified Administration Officers and the Home Manager.
 - (i) Providing administration assistance to more senior employees in resident admissions.

B.1.14 Administration Level 3

- (a) In addition to the Administration Level 1 and 2 duties, an Administration Level 3 employee appointed to this classification:
- (i) is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a substantial level of accountability;
 - (iii) works either individually or in a team;
 - (iv) may assist with supervision of others;
 - (v) requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
 - (vi) may require basic computer knowledge or be required to use a computer on a regular basis;
 - (vii) possesses administrative skills and problem solving abilities;
 - (viii) possesses well developed communication, interpersonal and/or arithmetic skills; and
 - (ix) requires substantial on-the-job training, may require formal qualifications at trade or certificate level, and/or have relevant skills training or experience.
- (b) Tasks that may be performed at this classification include:
- (i) Oversee the general presentation of the residential aged care facility.
 - (ii) Set up vacant rooms as 'display rooms'.
 - (iii) Liaise with and provide data to the Home Manager on prospective admissions.

B.1.15 Leisure and Lifestyle Assistant

- (a) A Leisure and Lifestyle Assistant will provide assistance to those who are employed in the coordination and facilitation of group and individual leisure and recreational activities.
- (b) An employee appointed to 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, but **does not** require any formal qualification from a TAFE or university course.

B.1.16 Leisure and Lifestyle Officer

- (a) A Leisure and Lifestyle Officer employee appointed to this classification:
 - (i) coordinates and facilitates and group or individual leisure and recreational activities;
 - (ii) assists a Leisure and Lifestyle Coordinator (or other such titled senior employee) with the planning and implementation of leisure services and related client/resident enhancement programmes,for residents of a residential aged care facility.
- (b) An employee of this classification:
 - (i) is capable of prioritising work within established policies, guidelines 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 good communication, interpersonal and/or arithmetic skills; and
 - (v) holds a minimum of a relevant Certificate 3 qualification (or possesses equivalent experience acceptable to Calvary) and uses the skills and knowledge gained from that qualification (or experience) in the performance of their work.

B.1.17 Leisure and Lifestyle Coordinator

A Leisure and Lifestyle Coordinator employee appointed to this classification:

- (a) has overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes; and
- (b) provides supervision, work allocation, rostering and guidance of Leisure and Lifestyle Officers and Leisure and Lifestyle Assistants; and
- (c) where applicable, provides incidental supervision and guidance to Care Workers while they are undertaking leisure and lifestyle activities.

- (d) is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- (e) is responsible for work performed with a substantial level of accountability and responsibility;
- (f) works either individually or in a team;
- (g) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (h) possesses developed administrative skills and problem solving abilities;
- (i) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (j) will have formal qualifications at Certificate IV or Diploma level.

B.2 Nursing Stream

B.2.1 Enrolled Nurse

An Enrolled Nurse:

- (a) is registered with AHPRA as an Enrolled Nurse; and
- (b) has no notations on their registration (demonstrating successfully completed EN medicines administration education); and
- (c) is appointed to the classification.

NOTE: It is expected that all ENs who do not have a notation on their registration have successfully completed EN medicines administration education and have the competence and confidence to administer medicines safely, regardless of when the initial education occurred.

B.2.2 Enrolled Nurse Pay Point Criteria

(a) EN Pay Point 1

An Enrolled Nurse of this pay point will:

- (i) have limited or no practical experience of current situations; and
- (ii) exercise limited discretionary judgment, not yet developed by practical experience.

(b) EN Pay Point 2

An Enrolled Nurse of this pay point will:

- (i) have a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- (ii) have an ability to relate theoretical concepts to practice; and/or
- (iii) require assistance in complex situations and in determining priorities.

(c) EN Pay Point 3

An Enrolled Nurse of this pay point will be able to demonstrate:

- (i) an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;

- (ii) observation and assessment skills to recognise and report deviations from stable conditions;
 - (iii) flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
 - (iv) communication and interpersonal skills to assist in meeting psycho-social needs of residents and families.
- (d) EN Pay Point 4
An Enrolled Nurse of this pay point will be able to demonstrate:
 - (i) speed and flexibility in accurate decision making;
 - (ii) organisation of own workload and ability to set own priorities with minimal direct supervision;
 - (iii) observation and assessment skills to recognise and report deviations from stable conditions across a broad range of resident and/or organisational needs; and/or
 - (iv) communication and interpersonal skills to meet psychosocial needs of residents and their families.
- (e) EN Pay Point 5
An Enrolled Nurse of this pay point will be able to demonstrate:
 - (i) contribution of information in assisting the RN with development of nursing strategies/improvements within the residential aged care facility and/or nursing team, as necessary;
 - (ii) an ability to respond to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
 - (iii) efficiency and sound judgment in identifying situations requiring assistance from an RN.

B.2.3 Care Team Leader (EN Qualified)

- (a) Care Team Leaders (EN Qualified) must be registered with AHPRA as an Enrolled Nurse.
- (b) In addition to the base duties of an Enrolled Nurse a Care Team Leader is an employee appointed as such to assist with the direction, supervision and leadership of a team of Personal Care Workers.
- (c) A Care Team Leader remains subject to the direction, supervision and leadership of the Registered Nurse(s) on duty.
- (d) An employee of this classification:
 - (i) is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a substantial level of accountability;
 - (iii) works either individually or in a team;
 - (iv) may require basic computer knowledge or be required to use a computer on a regular basis;

- (v) possesses administrative skills and problem solving abilities;
- (vi) possesses well developed communication, interpersonal and/or arithmetic skills.

B.2.4 Registered Nurse - Level 1 (RN1)

- (a) A Registered Nurse is an employee who is registered with AHPRA as a Registered Nurse (Division 1). An employee at this level performs their duties:
 - (i) according to their level of competence; and
 - (ii) in accordance with AHPRA issued Codes of Conduct and Standards of Practice.
- (b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
 - (i) delivering direct and comprehensive nursing care and individual case management to and individual case management to residents of a residential aged care facility;
 - (ii) coordinating services, including those of other disciplines or agencies, to individual residents within a residential aged care facility;
 - (iii) providing education, counselling and group work services orientated towards the promotion of health status improvement of residents within a residential aged care facility;
 - (iv) providing support, direction and education to newer or less experienced staff (including Enrolled Nurses and Personal Care Workers); and
 - (v) accepting accountability for the employee's own standards of nursing care and service delivery.

NOTE 1: A Registered Nurse (Division 2) is known under this Agreement as an Enrolled Nurse.

NOTE 2: When a Registered Nurse - Level 1 is appointed In Charge of a Facility in the absence of a Clinical Care Coordinator, Clinical Manager or Home Manager then they are paid an In-Charge of Facility Allowance in accordance with clause 18.5.

B.2.5 Registered Nurse – Level 2 (RN2)

- (a) A Registered Nurse - Level 2 is an employee who:
 - (i) is registered with AHPRA as a Registered Nurse; and
 - (ii) holds post-registration qualifications and/or extensive experience acceptable to the employer as to enable the provision of specialised care in an aged care setting; and
 - (iii) is appointed to the classification.
- (b) **'Extensive experience'** means at least 12 months experience working in the clinical area of the employee's specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area.
- (c) A Registered Nurse - Level 2 performs their duties in excess of a Registered Nurse – Level 1 on a continuing basis. Those additional duties will substantially include, but are not limited to:
 - (i) delivering direct and comprehensive specialist nursing care and individual active case management to a specific group of residents with specialised or complex care needs;

- (ii) providing support, direction, orientation and education to RN1s, ENs and Personal Care Workers;
- (iii) being responsible for planning and coordinating services relating to a particular group of residents with specialised or complex care needs as delegated by a Clinical Care Coordinator, Clinical Manager or Home Manager; and
- (iv) leading the provision of holistic person centred care to residents in an aged care setting.

NOTE 2: When a Registered Nurse - Level 2 is appointed In Charge of a Facility in the absence of a Clinical Care Coordinator, Clinical Manager or Home Manager then they are paid an In-Charge of Facility Allowance in accordance with clause 18.5.

B.2.6 Clinical Care Coordinator (CCC)

- (a) A Clinical Care Coordinator is an employee who is registered with AHPRA as a Registered Nurse and appointed to the position with qualifications and/or experience deemed appropriate by the employer.
- (b) Within their appointed residential aged care facility, Clinical Care Coordinators will be accountable for the clinical leadership and maintenance of standards of nursing care through substantively and regularly:
 - (i) ensuring a culture of dignity and respect within the home by providing senior management, leadership and role modelling of holistic person centred care to the nursing and care staff;
 - (ii) ensuring and participating in the partnership with residents and their families to plan and facilitate optimal care;
 - (iii) clinical operational decision making and clinical operational planning in partnership with the Home Manager or, where appointed, a Care Manager;
 - (iv) ensuring the proper clinical governance of the residential aged care facility through the monitoring of clinical indicators and, if required, ensuring corrective action is taken;
 - (v) the assessment, planning, implementation and evaluation of nursing education and staff development programs;
 - (vi) acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
 - (vii) providing resources and support after on-boarding with Calvary, facilitating growth from nursing education into the clinical environment, and creating a safe and positive workplace for students and/or new graduates ('preceptorship');
 - (viii) assisting the Home Manager, or if appointed, the Care Manager with improving the general efficiency of operations;
 - (ix) where appointed by Calvary, acting as the Infection Prevention and Control Lead; and
 - (x) performing the duties of a Registered Nurse – Level 2 as required.
- (c) Clinical Care Coordinators will achieve the accountabilities outlined at clause B.2.6(b) through the exercising of:
 - (i) a degree of autonomy;

- (ii) some delegated authority from the Home Manager;
- (iii) ability to select methods and techniques that are used based on sound judgment and documented techniques, precedents, or instructions while having regard to Calvary's policies and procedures; and
- (iv) work under general direction with the ability to seek advice on complex or unusual problems from a more senior employee.

B.2.7 Infection Prevention and Control

Clinical Care Coordinators who are undertaking an approved *Foundations of Infection Prevention and Control* course or are qualified and appointed as having Infection Prevention and Control Champion or Lead duties shall be paid entitled to the minimum rates for "Clinical Care Coordinators (IPC)" set out in Schedule A, A.1.

Schedule C—Supported Wage System

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 Agreement.

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*, as amended from time to time, or any successor to that scheme

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

supported wage system 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 Agreement, 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 Agreement 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 \$95 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 Supported Wage System 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 is a party to this Agreement 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 supported wage system.

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 Agreement 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 four 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 than \$95 per week.
- 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.

Schedule D—Preserved Entitlements for Existing Employees

D.1 Calvary has created this schedule to ensure all existing Calvary employees employed at the time the 2023-2025 agreement was approved by the Fair Work Commission were not disadvantaged.

D.2 Applicable Employees

This Schedule D only applies to employees who commenced their employment with Calvary prior to the commencement date of the *Calvary Health Care – Tasmania Aged Care Enterprise Agreement 2023-2025* (“**Applicable Employees**”).

D.3 Preserved Redundancy Scheme

For Applicable Employees, the maximum amount of redundancy pay at clause 50.2(a)(ii) shall not apply.

D.4 Preserved Personal/Carer’s Leave

In replacement of clause 32.2, Applicable Employees employed in a full-time or part-time role within the Nursing Stream at the time the Agreement was approved by the Fair Work Commission will remain entitled to 23 days of paid personal/carer’s leave for each year of service with Calvary (other than periods of employment as a casual employee of Calvary).

NOTE: For the avoidance of doubt, part-time employees will accrue personal/carer’s leave on a pro-rata basis based on their ordinary hours of work, in accordance with the NES.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/5203

Applicant:

Calvary Administration Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Mark Douglas, Industrial Relations Manager for Calvary Administration Pty Ltd ("Calvary") give the following undertakings with respect to the *Calvary Health Care – Aged Care Tasmania Enterprise Agreement 2023-2025* ("the Agreement"):

1. I have the authority given to me by Calvary to provide this undertaking in relation to the application before the Fair Work Commission.
2. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Double Shifts

3. For the avoidance of doubt, clause 22.9 (Double Shifts) of the Agreement does not / will not operate to excuse payment of overtime for work in excess of the limits of ordinary hours of shifts that are set in clause 21.1 (Ordinary Hours of Work) of the Agreement. Accordingly, all authorised work performed:
 - (a) For full-time and part-time employees, in excess of 8 ordinary hours of work (exclusive of meal breaks) for shifts other than a night shift, unless the employee has agreed to 10 ordinary hours of work (exclusive of meal breaks);
 - (b) For full-time and part-time employees, in excess of 10 ordinary hours of work (exclusive of meal breaks) for night shift; and
 - (c) For casual employees, in excess of 10 ordinary hours of work (exclusive of meal breaks),

will be paid as overtime in accordance with clause 26 of the Agreement.

Broken Shifts

4. Clause 22.11 of the Agreement shall be replaced by the following:

22.11 **Broken shifts**

- (a) **Broken shift** for the purposes of this clause means a shift worked by an Aged Care stream part-time or casual employee that:

- (i) *includes breaks (other than a meal break) of at least 60 minutes and not more than 4 hours; and*
 - (ii) *where the span of hours between the commencement and finish of work is not more than 12 hours.*
 - (b) *An employee must receive a minimum break of **10 hours** between broken shifts rostered on successive days.*
 - (c) *A broken shift may be worked where:*
 - (i) *there is mutual agreement between the employer and employee to work the broken shift; or*
 - (ii) *there is an established pattern of broken shifts within a work area that applies to an employee's role. For example, Kitchens or Serveries.*
 - (d) *Broken shifts will be considered ordinary time unless the employee exceeds the limits of ordinary hours set out at clause 21.1.*
 - (e) *For the purposes of shift penalty rates, each portion of a broken shift shall be treated as a separately distinct shift.*
- ILLUSTRATIVE EXAMPLE: A split shift may have a day shift portion and an afternoon shift portion. Penalty rates are calculated on the start and finish times of the Afternoon shift portion only.*
- (f) *All work associated with a broken shift that is:*
 - *in the case of work performed beyond the maximum span of 12 hours for a broken shift shall be paid at **200%** of the employee's minimum rate of pay.*
 - *in the case of an employee who has had less than 10 hours break between the end of one broken shift and the commencement of another will be paid **200%** of their minimum rate of pay for the entirety of the shift.*
 - (g) *Each portion of the broken shift must meet the minimum engagement requirements in clause 22.6(b).*

Interrupted Meal Breaks

5. Sub-clause 23.1(d) of the Agreement shall be replaced by the following:

(d) ***Interrupted Meal Break***

Where an employee is not on-call but 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, the employee will be paid overtime for all time worked until the meal break is taken and such overtime will be counted as an employee's guaranteed minimum hours.

Saturday and Sunday penalty rates for Casual Employees

6. Sub-clause 25.2(b) of the Agreement shall be replaced by the following:

- (b) *A casual Aged Care Steam employee who works on a Saturday or Sunday shall be paid as follows:*
 - (i) *Saturday – 175% of the minimum wage rate (inclusive of casual loading).*
 - (ii) *Sunday – 200% of the minimum wage rate (inclusive of casual loading).*

Supported Wage Schedule

7. Clause C.10.3 of the Agreement shall be replaced by the following:

C.10.3 *The minimum amount payable to the employee during the trial period must be no less than \$102 per week.*

Signed:



Mark Douglas
Industrial Relations Manager
16 January 2024