



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Calvary Home Care Services Limited
(AG2025/204)

CALVARY HEALTH CARE – HOME CARE SERVICES – NURSES ENTERPRISE AGREEMENT 2023–2026

Health and welfare services

COMMISSIONER YILMAZ

MELBOURNE, 25 FEBRUARY 2025

*Application for approval of the Calvary Health Care – Home Care Services – Nurses
Enterprise Agreement 2023–2026.*

[1] An application has been made for approval of an enterprise agreement known as the *Calvary Health Care – Home Care Services – Nurses Enterprise Agreement 2023–2026* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Calvary Home Care Services Limited. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement. A copy of the model flexibility term is attached at Annexure A.

[4] The Australian Nursing and Midwifery Federation (ANMF) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and in accordance with s.54, will operate from 10 March 2025. The nominal expiry date of the Agreement is 30 June 2027.



COMMISSIONER

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Annexure A

Model flexibility term **Schedule 2.2****Schedule 2.2—Model flexibility term**

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (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.
- (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:

Schedule 2.2 Model flexibility term

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



**Calvary Health Care
Home Care Services**

Nurses

**Enterprise Agreement
2023-2026**

Note - the model flexibility term is taken to be a term of this agreement and 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 Period of Operation

- 1.1 This Agreement shall be known as the *Calvary Health Care - Home Care Services - Nurses Enterprise Agreement 2023-2026*.
- 1.2 This Agreement will commence operation from the first full pay period after the Agreement is approved by the FWC and will remain in force until 30 June 2027 and thereafter in accordance with the Fair Work Act.
- 1.3 The parties agree that discussions shall commence regarding a new Agreement no later than 3 months prior to the expiry date of the Agreement.

2. Definitions and Interpretation

2.1 Definitions

For the purposes of this Agreement the following terms have been defined:

Aged Care Employee means an employee engaged predominantly in the provision of:

- (a) services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility; or
- (b) services for an aged person in a private residence.

Agreement means this enterprise agreement, the *Calvary Health Care - Home Care Services - Nurses Enterprise Agreement 2023-2026*

AHPRA means the Australian Health Practitioner Regulation Agency

ANMF means the Australian Nursing and Midwifery Federation.

Calvary or Employer means Calvary Home Care Services Limited (ABN 44 118 225 559).

Casual Employee has the meaning given by section 15A of the Fair Work Act.

Casual hourly rate has the meaning given in clause 10.5.

Day Worker means an employee who has mutually agreed in writing with Calvary to be appointed as such.

Employees means all Nurses employed by Calvary in the classifications set out at Schedule A, excluding employees whose principal place of work is located on the Tiwi Islands.

Enrolled Nurse or EN shall mean a person who has a current practising certificate issued by the AHPRA entitling them to practice as an Enrolled Nurse.

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

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

FWC means the Fair Work Commission, the statutory body established under the Fair Work Act or any successor organisation.

Immediate family 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 of an employee:
 - (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.

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

Ordinary rate of pay means the rate of pay set out in Schedule B as applicable to an employee, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.

Other than Aged Care Employee means all employees other than Aged Care Employees, including an employee engaged predominantly in the provision of treatment in the residential setting as an alternative to treatment in hospital or disability services, including personal care and domestic and lifestyle support to a person with a disability in a residential setting.

Registered Nurse or RN shall mean a person who has a current practising certificate issued by AHPRA entitling them to practice as a Registered Nurse.

Service and Continuous service shall be as defined by the Fair Work Act.

Shiftworker, other than for the purposes of the additional weeks' annual leave prescribed by clause 30.3, means an employee who is not designated as a day worker.

Superannuation law means any requirement under the *Superannuation Industry (Supervision) Act 1993* (Cth), *Superannuation Industry (Supervision) Regulations 1994* (Cth), *Superannuation Guarantee (Administration) Act 1992* (Cth), *Superannuation Guarantee (Administration) Regulations 1993* (Cth), *Superannuation Guarantee Charge Act 1992* (Cth), and any other present or future legislation which Calvary must comply with to satisfy its superannuation obligations to the employees.

2.2 Interpretation

- (a) Where a term of this Agreement has a corresponding definition in the Fair Work Act, the *Fair Work Regulations 2009* (Cth) (**the Regulations**), or the NES then that definition of the Fair Work 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 Fair Work 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 Fair Work 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.
- (e) The singular shall include the plural, and the plural shall include the singular.
- (f) 'Including' and similar words or expressions are not words of limitation.
- (g) The schedules and appendices attached to this Agreement form part of this Agreement.
- (h) In the event multiple penalty rates apply to the employee's work, only the highest shift penalty shall apply.

ILLUSTRATIVE EXAMPLE 1: If an employee has not had their required rest break between rostered shifts per clause 22.4 and the employee is rostered to work an afternoon shift, only the highest penalty shall apply – not both.

ILLUSTRATIVE EXAMPLE 2: If an employee is working overtime on a Monday and that day is a public holiday, only the public holiday overtime penalty rate will apply.

3. Coverage

3.1 The Agreement shall cover:

- (a) Calvary; and
- (b) Employees employed to principally undertake nursing duties as classified in Schedule A of this Agreement, excluding employees whose principal place of work is located on the Tiwi Islands.
- (c) It is the intention of this Agreement that the ANMF will be covered by this Agreement. However, the ANMF will only be covered by this Agreement if notice is provided in accordance with section 183 of the Fair Work Act.

4. Complete Agreement and National Employment Standards

4.1 This Agreement sets out the minimum terms and conditions of employment for employees.

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

- (a) the *Calvary Homes Care Services Limited Nursing employees - ANMF Enterprise Agreement 2019 (AE505377)*; and
- (b) (to the extent permitted by law) other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

4.3 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 Fair Work Act) or omission.

4.4 Unless explicitly stated otherwise in this Agreement, any Calvary policies and procedures referenced herein are not integrated into this Agreement.

4.5 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 employee area or accessible through electronic means.

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

5. Individual Flexibility Arrangements

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

- (a) the arrangement deals with one 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 Calvary and employee in relation to one or more of the matters mentioned in clause 5.1(a); and
- (c) Calvary and the individual employee must have genuinely made the agreement without coercion or duress.

5.2 Calvary must ensure that the terms of the individual flexibility arrangement:

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

5.3 Calvary must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Calvary and the employee; and
- (c) is signed by Calvary and the 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 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 Except as provided in clause 5.3(c), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.5 Calvary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5.6 Calvary or the employee may terminate the individual flexibility arrangement:

- (a) by giving 13 weeks written notice to the other party to the arrangement (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013); or
- (b) if Calvary and the employee agree in writing — at any time.

5.7 Remaining subject to the requirements of clause 5.2 and provided the monetary benefits waived are directly related to the changes requested, where an Individual Flexibility Arrangement is:

- (a) initiated by an employee; and
- (b) includes non-monetary benefits that assists the employee's carer or family responsibilities or otherwise benefits the employee's work-life balance; then
- (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.

ILLUSTRATIVE EXAMPLES: are at paragraphs 860 and 867 of the [Fair Work Bill 2008 Explanatory Memorandum](#).

6. Requests for Flexible Working Arrangements

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

6.2 A Flexible work arrangement is an agreement between Calvary and an employee to change the standard working arrangements to better accommodate an employee's needs.

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

6.3 Disputes about requests for flexible working arrangements may be dealt with under clause 42 - Dispute Resolution Procedures and/or under section 65B of the Fair Work Act.

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 Employment

- 8.1 A full-time employee is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 22.1 of this Agreement.

9. Part-time Employment

- 9.1 A part-time employee is engaged to work less than an average of 38 hours per week and has reasonably predictable hours of work.
- 9.2 Before commencing part-time employment, Calvary and the employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- 9.3 The terms of the agreement in clause 9.2 may be varied by agreement and recorded in writing. Variations may be for an ongoing or temporary basis, or for a single shift or multiple shifts.
- 9.4 The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 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) Calvary will have regard to operational requirements and not unreasonably refuse such a request.

10. Casual Employment

- 10.1 An employee who is offered and accepts casual employment shall be deemed to:
- (a) not have a firm advance commitment to continuing and indefinite work according to an agreed pattern of work; and
 - (b) have no basis to form an expectation of ongoing work on a regular and systematic basis;
 - (c) be engaged on an hour-by-hour basis.
- 10.2 Calvary may elect to offer a casual employee work, and that casual employee may elect to accept or reject that work.

10.3 Calvary may withdraw an offer of work to a casual employee according with the needs of 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 10.4.

10.4 A casual employee will be paid a minimum of 2 hours' pay for each engagement.

10.5 **Casual loading**

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

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

This is the casual hourly rate.

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

10.6 Casual employees are paid a casual loading in lieu of the entitlements that casuals are excluded from under the NES.

10.7 **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 42—Dispute Resolution Procedure.

11. Fixed Term Contracts

11.1 For the purposes of the Fair Work 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; and
- (c) Occupations paid for by special funding from external bodies, such as the Government, University, or other third-party partners of Calvary.

12. Classifications

12.1 Classifications under this Agreement are set out in Schedule A.

12.2 The classifications and pay points specified in Schedule B and marked "NEW" will come into effect from the operative date of this Agreement and will not be eligible for back payment.

12.3 Calvary will advise an employee in writing of their classification upon commencement and of any subsequent changes to their classification.

12.4 Changes to an employee's classification shall be by appointment of Calvary.

NOTE: Pay point on commencement and progression through pay points within a classification remain subject to clause 13.

13. Pay Points

13.1 Pay point on commencement

- (a) Upon commencement of employment, an Enrolled Nurse or Registered Nurse, will be appointed to the pay point relevant to the employee's continuous experience since becoming an Enrolled Nurse or Registered Nurse and the nature of the role to which they are appointed.
- (b) In determining relevant continuous experience for clause 13.1(a):
 - (i) any period of service prior to an absence of less than 5 years from active nursing duties relevant to the classification in which the employee is employed, or is to be employed, will be taken into account;
 - (ii) any period of service prior to an absence of 5 years or more from active nursing duties relevant to the classification in which the employee is employed or is to be employed, will be taken into account where the employee has successfully completed an approved refresher course but will be subject to a reduction of one year on the relevant pay point scales;
 - (iii) completed months will be taken into account;
 - (iv) recognised service in a classification higher than that in which the employee is employed or is to be employed is that service directly relevant to the duties performed or to be performed shall be recognised;
 - (v) the onus of proof of previous continuous employment will be on the employee and will be established at the time of employment. Calvary will, when provided with evidence by an employee, accept, reject or request further particulars to establish continuous experience; and
 - (vi) if an employee misrepresents previous continuous experience, any service misrepresented will be disregarded and their pay will be recalculated. The difference that was overpaid will be treated as an overpayment.

13.2 Pay point progression during employment

- (a) Progression to the next pay point for classifications for which there is more than one pay point will be by:
 - (i) annual movement; or
 - (ii) if an employee has not worked 1976 hours in their service year, upon completion of 1976 hours of service with Calvary.
- (b) For the purpose of clause 13.2(a), "service" includes all time worked and paid leave.
- (c) Progression to the next annual pay point within a classification will have regard to satisfactory assessment of performance, demonstrated competence, and knowledge gained by the employee through experience in the practice settings over such a period. The performance expectations are as outlined in duty statements, care manuals and the performance appraisal system, as amended from time to time.

13.3 Pay points for an Enrolled Nurse with a Diploma (Endorsed Enrolled Nurse)

- (a) Enrolled Nurses, who possesses or attains a Diploma of Nursing will be advanced 1 pay point relative to that determined by their prior experience and service.

- (b) To claim the advanced pay point recognition, an Enrolled Nurse must provide Calvary with written evidence of having satisfactorily completed the requirements for the Diploma qualification. The new pay point shall take effect from the first pay period on or after evidence of the qualification is submitted to Calvary (including where the employee submits evidence of the qualification as part of the recruitment process).

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 28 – Higher Duties is observed; and
- (b) employees will not perform clinical tasks that exceed the clinical scope of practice for their appointed role.

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

14.2 Employees will perform their duties with regard to the environment of social and community services and home care and take account of client needs which include, but are not limited to:

- (a) Privacy and dignity;
- (b) Independence and choice;
- (c) Inclusion and respect;
- (d) Partnership with clients and families;
- (e) Safety and clinical care;
- (f) Wellbeing and quality of life;
- (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 health practitioners requiring it to practice, registration with AHPRA;
- (b) Any essential criteria in position descriptions. This may include, but is not limited to 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 or a service provider'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 but will not break continuous service.

Part 3 – Wages and Related Matters

16. Wages

16.1 Minimum wages are as set out in Schedule B the Agreement.

16.2 Back payment arising from the implementation of this Agreement does not apply to employees who have ceased employment prior to the operative date of this Agreement specified in clause 1.2.

16.3 If directed to do so, employees will record their hours of work in any time and attendance system provided by Calvary. Without limitation, this may include a bespoke time recording system for remote work.

16.4 Payment of wages

- (a) Payment of wages will be by electronic transfer into the employee's nominated financial institution account at the end of each fortnightly pay period, along with an electronic pay advice. Wherever practicable such payment shall be available for withdrawal by employees on the designated pay day. Any other form of payment will be at the discretion of Calvary by agreement with the employee.
- (b) Where the wages are not available to the employee by such time due to circumstances beyond Calvary's control, Calvary shall not be held accountable for such delay.
- (c) If a public holiday falls on a normal payroll processing day, payment may be delayed by 1 day.

16.5 Above-Agreement payments

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

16.6 Underpayment of wages

- (a) Where an employee is underpaid all or part of their pay on any occasion they should raise the error immediately with Calvary.
- (b) Calvary, upon agreement with the identified error, will rectify the error as soon as practicable.

16.7 Overpayment of wages

- (a) Where the employee has been overpaid all or part of their pay on any occasion, they, or Calvary, should raise the error immediately.
- (b) Where an overpayment occurs, the employee and Calvary will work together to establish a fair and reasonable repayment arrangement. The repayment arrangement should aim to rectify the overpayment as promptly as possible while considering the employee's circumstances.
- (c) An agreed-upon repayment arrangement will be agreed to and authorised by the employee in writing, and will set out the:
 - (i) amount of money overpaid;
 - (ii) way repayments will be made, and
 - (iii) how often these repayments will occur.

16.8 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 16.8(a), if an employee provides reasonable notice to Calvary of a request to process payment within 7 days instead of 14 days, then Calvary will do so.
- (c) The requirement to pay wages and other amounts under clause 16.8(a) is subject to further order of the FWC and Employer making deductions authorised by this Agreement or the Fair Work Act.

17. Payslips

Calvary acknowledges its obligations in accordance with the Fair Work Act and the Regulations each employee will be provided a payslip, which may be in electronic form.

18. Salary Sacrifice/Packaging Arrangements

- 18.1 By agreement with Calvary, an employee may choose to take part of their remuneration under this Agreement as salary sacrifice benefits (including by making additional pre-tax contributions into their chosen complying superannuation fund). If an employee makes this choice, the remuneration which would otherwise be payable to the employee will be reduced by the value of such benefits (including associated costs, charges and taxes).
- 18.2 Without limiting Calvary's discretion as to whether or not it will agree to any particular salary sacrificing arrangement, Calvary may issue guidelines through policies and procedures from time to time as to what salary sacrificing arrangements are acceptable to Calvary.
- 18.3 In the event that changes in Australian taxation legislation, ATO rulings or determinations remove or alter Calvary's capacity to maintain the salary sacrificing arrangements pursuant to this Agreement, Calvary will be entitled to withdraw from these arrangements.
- 18.4 The tax payable or associated costs arising from an employee utilising salary packaging shall be the employees' liabilities.
- 18.5 Superannuation will be calculated prior to any salary packaging adjustments.

19. Superannuation

19.1 Superannuation legislation

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

19.2 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.

19.3 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 19.2.
- (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 3 months' written notice to their employer.
- (c) Calvary must pay the amount authorised under clauses 19.3(a) or 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or 19.3(b) was made.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, Calvary is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee (which may include a stapled superannuation fund), Calvary must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or 19.3(b) to Health Employees Superannuation Trust of Australia (**HESTA**).

20. Allowances

20.1 Indexation of allowances

The allowances in clauses 20.2 to 20.6 will be increased by the same proportion and at the same time as the equivalent allowances in the *Nurses Award 2020* [MA000034] are increased, up to a maximum of the equivalent allowance amount in the *Nurses Award 2020* [MA000034].

20.2 On-call allowance

- (a) Registered Nurses and Enrolled Nurses, rostered to be on-call at their private residence, or any other mutually agreed place, will receive the following additional payments:

On-call period	\$ per 24-hour period or part thereof
Monday to Friday inclusive	\$26.43
Saturday	\$39.82
Sunday, public holiday or non-rostered day	\$46.45

- (b) For the purpose of clause 20.2(a), the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.
- (c) For the avoidance of doubt, the additional payments prescribed by clause 20.2 do not form part of the employee's ordinary rate of pay for the purpose of this Agreement.

NOTE: When an employee is recalled to work while being paid the On-call Allowance they will be paid for time worked in accordance with the provisions outlined in clause 27.10.

20.3 Uniform and laundry allowances

- (a) Where employees are required by Calvary to wear uniforms, Calvary will either:
 - (i) supply an adequate number of uniforms free of cost to the employee, with such uniforms are to remain the property of Calvary;
 - (ii) pay to the employee a uniform allowance of **\$1.34** per shift or part thereof on duty or **\$6.82** per week, whichever is the lesser amount; or
 - (iii) reimburse the employee the full cost of the uniform in a lump sum.
- (b) Where an employee's uniforms are not laundered by or at the expense of Calvary, the employee will be paid a laundry allowance of **\$0.35** per shift or part thereof on duty or **\$1.63** per week, whichever is the lesser amount.
- (c) 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 4 weeks immediately preceding the taking of leave.

20.4 Overtime meal allowance

- (a) An employee will be supplied with an adequate meal where Calvary has adequate cooking and dining facilities or be paid an Overtime Meal Allowance in addition to any overtime payment as follows:
 - (i) when the overtime work on any shift exceeds 1 hour: **\$16.20**.
 - (ii) in addition to the allowance in subclause (i) above, where such overtime work on any shift exceeds 4 hours: **\$14.60**
- (b) This clause 20.4 will not apply when the employee is notified of the overtime prior to leaving home.

20.5 Kilometre reimbursement

- (a) An employee required and authorised by Calvary to use their own motor vehicle in the course of their duties will be paid an allowance of not less than **\$0.99** per kilometre. Calculation of the amount payable shall be based on the most direct route.
- (b) For the avoidance of doubt, the above reimbursement excludes travel from the employee's home to the first place of work and travel home from the employee's last place of work at the end of the employee's duties.

20.6 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 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 Calvary on production of receipted account(s) or other evidence acceptable to Calvary.

- (c) The employee will not be entitled to reimbursement for expenses referred to in clause 20.6(b) which exceed the mode of transport, meals or the standard of accommodation agreed with Calvary 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 reimbursement arrangements shall be by negotiation.

20.7 **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 C 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.
- (c) If virus testing is completed at work, then the testing will be in paid time.

20.8 **Qualification allowance – Registered Nurse**

- (a) Subject to the conditions in clause 20.8(b):
 - (i) An employee who holds a post-registration hospital certificate as recognised by Calvary and relevant to the employee's current role shall be paid an allowance as set out in Schedule C per ordinary hour.
 - (ii) An employee who holds a recognised post-graduate certificate shall be paid an allowance as set out in Schedule C per ordinary hour.
 - (iii) An employee who holds a recognised post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance as set out in Schedule C per ordinary hour.
 - (iv) An employee who holds a recognised master's degree or doctorate shall be paid an allowance as set out in Schedule C per ordinary hour.
- (b) Conditions
 - (i) The qualification allowances set out in clause 20.8(a) do not apply to those employees that are classified as a Specialist Nurse or Nurse Practitioner under Schedule A clauses 3 or 4.
 - (ii) The additional qualifications must be in addition to the basic qualification(s) required for an employee's position and must be directly relevant (as determined by Calvary) to the employee's current practice, position or role. A qualification allowance cannot be claimed in respect of an employee's base qualification leading to registration or enrolment.

- (iii) Where more than one additional, directly relevant qualification (as determined by Calvary) is held by an employee, the employee is only entitled to be paid one allowance, being the allowance of the highest monetary value.
- (iv) The allowance is payable as a flat rate and does not form part of the wage rate and is paid on a fortnightly basis.
- (v) The allowance is payable during paid leave.
- (vi) An employee claiming entitlement to a qualification allowance must provide Calvary with written evidence of having satisfactorily completed the requirements for the qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence of the qualification is submitted to Calvary (including where the employee submits evidence of the qualification as part of the recruitment process.)
- (vii) For the purposes of this clause, '**directly relevant**' means an additional qualification that Calvary determines is applicable to an employee's current area of practice. In considering whether the qualification is relevant, the nature of the qualification together with the current area of practice, the classification and the position description of the qualification holder are the main criteria.

20.9 Qualification allowance – Enrolled Nurse

- (a) An Enrolled Nurse who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field or Advanced Diploma of Nursing (Enrolled Nursing) in addition to the qualification leading to enrolment shall be paid a continuing education allowance subject to the following conditions set out below:
 - (i) The allowance is only payable where the qualification is accepted by Calvary to be directly relevant to the competency and skills used by the enrolled nurse in the duties of the position;
 - (ii) Where more than one additional, directly relevant qualification (as determined by Calvary) is held by an employee, the employee is only entitled to be paid one allowance, being the allowance of the highest monetary value.
 - (iii) The allowance is payable as a flat rate and does not form part of the wage rate and is paid on a fortnightly basis.
 - (iv) The allowance is payable during paid leave.
 - (v) An employee claiming entitlement to a qualification allowance must provide Calvary with written evidence of having satisfactorily completed the requirements for the qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence of the qualification is submitted to Calvary (including where the employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.
- (b) Subject to the provisions in clause 20.9(a), an Enrolled Nurse who holds a Certificate IV qualification shall be paid an allowance as set out in Schedule C per ordinary hour.
- (c) Subject to the provisions in clause 20.9(a), an enrolled nurse who holds an Advanced Diploma of Nursing (Enrolled Nursing) qualification shall be paid an allowance as set out in Schedule C per ordinary hour.

Part 4 – Hours of Work and Related Matters

21. Span of Hours

- 21.1 The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm, Monday to Friday.
- 21.2 A shiftworker has no span of ordinary hours.

22. Ordinary Hours

- 22.1 The ordinary hours for an employee are:
- (a) 76 hours in a fortnight;
 - (b) a maximum of 10 hours (exclusive of meal breaks) per shift;
 - (c) for a full-time or part-time employee, a maximum of 10 shifts in a fortnight.
- 22.2 **Days off work**
- (a) Wherever practicable, employees will be rostered for 2 consecutive days off per week.
 - (b) Employees must not be placed on-call on their days off work unless the employee mutually agrees to be available to do so.
- 22.3 The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.
- 22.4 **Rest breaks between rostered work**
- (a) An employee will be allowed a rest break of 10 hours between the completion of one ordinary shift and the commencement of another ordinary shift.
 - (b) By mutual agreement between Calvary and the employee the 10 hour break may be reduced to 8 hours.
 - (c) If on instruction from Calvary, the employee resumes or continues to work without having had the 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of **200%** their ordinary rate of pay until released from duty for such period.

23. Rosters

- 23.1 Employees will work in accordance with a fortnightly roster fixed by Calvary.
- 23.2 **Roster details and notification**
- (a) The roster will set out employees' starting and finishing times for their ordinary shifts. Rostered overtime may be set out on a roster for the convenience of employees.
 - (b) The roster will be communicated to employees at least 7 days before the commencement of the roster period.
 - (c) It is not obligatory for Calvary to display any roster of the ordinary hours of work of casual employees, and any publishing of casual hours does not change the basis of a casual employee's engagement in accordance with clause 10.
 - (d) Rostering arrangements and subsequent changes to rosters may be communicated by telephone, direct contact, mail, email, or other means of communication as determined by

Calvary, including an electronic rostering system that is accessible on computers in the workplace or employee's phones.

23.3 Roster changes

- (a) Unless Calvary otherwise agrees, an employee desiring a roster change will give 7 days notice except where the employee is ill or in an emergency.
- (b) Subject to clauses 23.3(c) and 23.6, 7 days notice of a change of roster will be given by Calvary to an employee.
- (c) Calvary may alter a roster at any time to enable the functions of to be carried out where another employee is absent from work pursuant to clauses 32 – Ceremonial Leave, 35 – Personal/Carer's Leave, 36 – Compassionate Leave and 37 – Family and Domestic Violence Leave, or in an emergency.

23.4 Shift commencement and cessation

- (a) An employee will commence their shift at either the employee's designated office location or the first location an employee is required to attend that shift, as specified by Calvary. Calvary may also direct an employee to commence their shift from their residence.
- (b) An employee will cease their shift at either the designated office location or the final location the employee is required to attend that day, as determined by Calvary. Calvary may also direct an employee may cease their shift from their residence.

23.5 Travel between work locations

Where an employee is required by Calvary to travel to different places of work during their shift, the time reasonably required to travel between locations will be treated as time worked and paid at the ordinary rate of pay plus any applicable shiftwork loading or other applicable penalties.

23.6 Client cancellation

- (a) Where a client cancels for reasons other than those outlined in clause 23.6(b), permanent employees shall be entitled to receive payment for their guaranteed minimum number of contracted hours during that pay period. Calvary may direct the employee to make up time equivalent to the cancelled time in that or the subsequent fortnightly period. This time may be made up by working with other home care clients.
- (b) Where Calvary is unable to meet the guaranteed minimum number of contracted hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - (i) Work shall be re-allocated from casual employees to the permanent employee; or
 - (ii) Hours shall be reallocated from another employee who is working hours additional to their guaranteed minimum number of hours; or
 - (iii) Where the employee requests, the employee may have access to annual or long service leave; or
 - (iv) Nothing in this clause shall prohibit the employee and Calvary from reaching an agreement as to a period of authorised unpaid leave.

23.7 Unauthorised roster changes

- (a) Calvary is not liable to pay an employee for any time worked where it is not authorised or directed by management.

- (b) Without limiting clause 23.7:
- (i) If an employee commences their shift prior to the rostered start time without being directed to do so by Calvary, Calvary may:
- A. approve the amended start time and set a pro-rated adjusted finish time to allow for the same amount of ordinary hours being worked.
- In such circumstances the employee will be paid had they worked that shift as rostered and not as worked under the unauthorised roster change; or
- B. pay the additional time worked prior to the rostered start time as additional ordinary hours (up to the limits of ordinary hours of work outlined at clause 22.1).
- In such circumstances, the employee shall not be entitled to any shift loadings or other penalty rates they would not otherwise have been entitled to had they solely worked as originally rostered.
- (ii) If an employee finishes their shift after to the rostered finish time without being directed to do so by Calvary, Calvary may pay the additional time worked as additional ordinary hours (up to the limits of ordinary hours of work outlined at clause 22.1).
- In such circumstances, the employee shall not be entitled to any shift loadings or other penalty rates they would not otherwise have been entitled to had they solely worked as originally rostered

24. Meal and Tea Breaks

24.1 Meal break

- (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 and Calvary, an employee who works shifts of 6 hours or less may forfeit the meal break.
- (b) Where an employee:
- (i) Has not had their meal break by the 6th hour after beginning work; or
- (ii) Calvary requires an employee to be on duty during a meal break, or
- (iii) Is on their meal break and recalled back to work in the event of an emergency,
- the employee will be paid overtime for all time worked until the meal break is taken.
- (c) Where Calvary requires an employee to remain available during a meal break, but is free from duty, the employee will be paid at their ordinary rate of pay for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If Calvary recalls the employee to perform duty during this period, the employee will be paid overtime for all time worked until the balance of the meal break is taken.

24.2 Tea break

- (a) An employee will be entitled to a paid 10 minute tea break in each 4 hours worked at a time to be agreed between the employee and Calvary.

- (b) Subject to agreement between Calvary and an employee, 2 10-minute tea breaks may be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.

25. Shiftwork

25.1 For the purposes of this clause:

- (a) **Early Morning shift** means any shift with ordinary hours commencing between 4.00 am and 5.59 am (inclusive).
- (b) **Afternoon shift** means any shift with ordinary hours commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
- (c) **Night shift** means any shift with ordinary hours commencing between 6.00 pm and 3:59 am (inclusive) on the following day.

NOTE: In the event that Calvary decides to introduce an Early Morning shift, Calvary will comply with the consultation requirements outlined in clause 41.2 of this Agreement prior to the introduction of the Early Morning shift.

25.2 Where an employee works a rostered Early Morning shift or an Afternoon shift between Monday and Friday, the employee will be paid a loading of **12.5%** of their ordinary rate of pay.

25.3 Where an employee works a rostered Night shift between Monday and Friday, the employee will be paid a loading of **15%** of their ordinary rate of pay.

25.4 The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

25.5 A casual employee will be paid shift penalties in addition to their casual loading.

25.6 The shiftwork loadings prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the payments prescribed by clauses 26 and 32 applies.

26. Saturday and Sunday Work

26.1 For all ordinary hours worked on a Saturday, the employee will be paid **150%** of the minimum hourly rate applicable to their classification and pay point (150% of the casual hourly rate in the case of casual employees).

26.2 For all ordinary hours worked on a Sunday, the employee will be paid **175%** of the minimum hourly rate applicable to their classification and pay point (175% of the casual hourly rate in the case of a casual employee).

26.3 The Saturday and Sunday rates prescribed in clause 26 shall not apply to work performed on public holidays where the extra payment prescribed in clause 38 – Public Holidays applies.

27. Overtime

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

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

27.2 Overtime eligibility

- (a) Overtime is payable to an employee for all work authorised by Calvary and performed:
 - (i) in excess of the ordinary hours limits set in clause 22.1; or

- (ii) where expressly stated elsewhere in this Agreement.
- (b) In addition to clause 27.2(a), part-time employees will also be eligible for overtime:
 - (i) When working an ordinary time shift of up to 8 hours (excluding the unpaid meal break), where an employee works in excess of 8 hours; or
 - (ii) When working an ordinary time shift in excess of 8 hours (excluding the unpaid meal break), after the rostered shift's cessation time.

27.3 Overtime rates – full-time and part-time employees

- (a) Full-time and part-time employees will be paid for all authorised overtime worked at the following overtime rates:
 - (i) Monday to Saturday (inclusive)—**150%** for the first 2 hours and **200%** thereafter;
 - (ii) Sunday—**200%**; and
 - (iii) Public holidays—**250%**.

27.4 Overtime rates – casual employees

- (a) Casual employees will be paid for all authorised overtime worked at the following overtime rates:
 - (i) Monday to Saturday (inclusive)—**150%** of the casual hourly rate for the first 2 hours and **200%** thereafter;
 - (ii) Sunday—**200%** of the casual hourly rate; and
 - (iii) Public holidays—**250%** of the casual hourly rate.

27.5 Overtime rates will be in substitution for and not cumulative upon the shiftwork loadings and Saturday and Sunday penalty rates prescribed in clauses 25 and 26.

27.6 Each period of overtime stands alone.

27.7 Time off instead of payment for overtime

- (a) By agreement between Calvary and an employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time, subject to such time off in lieu being taken within 6 months after the overtime is worked.
- (b) The employee may take 1 hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

ILLUSTRATIVE EXAMPLE: By making an agreement under clause 27.7 an employee who worked 2 overtime hours at 150% of the minimum hourly rate applicable to their classification and pay point (150% of the casual hourly rate in the case of a casual employee) is entitled to 3 hours' time off.

- (c) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 27.7 but not taken as time off, Calvary 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.
- (d) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 27.7, Calvary 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.

- (e) 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 under clause 27.7(a).
- (f) An employee may, under section 65 of the Fair Work Act request to take time off, at a time or times specified in the request or to be subsequently agreed by Calvary and the employee, instead of being paid for overtime worked by the employee. If Calvary agrees to the request, then clause 27.7 will apply for overtime that has been worked.
- (g) If, on the termination of the employee's employment, the employee has accrued untaken time off in lieu, Calvary must pay the employee for such overtime worked at the overtime penalty rate applicable to the overtime when worked.

27.8 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on 1 day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instruction of Calvary, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

27.9 Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each 4 hours of overtime worked if required to continue to work after the break.

27.10 Recall to work when on-call

- (a) When an employee is directed to be on-call they will be paid the On-call Allowance prescribed by clause 20.2.
- (b) Remote work

An employee who is on-call and required to perform work remotely (via telephone attendance or other electronic communication), will be paid as follows:

- (i) Subject to clause 27.10(b)(ii), a minimum period of 1 hour at the appropriate overtime rate each time the employee is required to perform work remotely while on-call.
 - (ii) If the employee performs multiple instances of remote work within the 1 hour period, only one minimum payment period is triggered.
 - (iii) Time worked beyond the initial 1 hour will be rounded up to the nearest 15 minutes and paid at the appropriate overtime rate.
- (c) Recall to place of work
 - (i) Where an employee who is on-call is recalled to work and is required to attend to perform the work (including a recall to work attendance at a client's home or the

workplace) the employee will be paid a minimum of 3 hours for such work at the applicable overtime rate.

- (ii) If the work for which the employee was recalled is completed in less than 3 hours, the employee is not required to remain at work for the full 3 hour period.

27.11 Recall to work when not on-call

(a) Remote work

A full-time or part-time employee who is not on-call and required to perform work remotely (via telephone attendance or other electronic communication), will be paid as follows:

- (i) Subject to clause 27.11(a)(ii), a minimum period of 1 hour at the appropriate overtime rate each time the employee is required to perform work remotely.
- (ii) If the employee performs multiple instances of remote work within the same 1 hour period, only one minimum payment period will be triggered.
- (iii) Time worked beyond the initial 1 hour will be rounded up to the nearest 15 minutes and paid at the appropriate overtime rate.
- (iv) E-learning as specified in clause 39.3 is not considered remote work for the purposes of this clause.

(b) Recall to a place of work

A full-time or part-time employee who is not on-call and recalled to work and is required to attend to perform the work (including a recall to work attendance at a client's home or the workplace) will be entitled to the following:

- (i) A minimum payment of 3 hours work at the appropriate overtime rate.
- (ii) Time spent travelling to the workplace will be deemed as time worked. 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
- (iii) If the work for which the employee was recalled is completed in less than 3 hours, the employee is not required to remain at work for the full 3 hour period.
- (iv) The employee will be provided with transport to and from their home or reimbursed for the cost of such transport if recalled to work.

28. Higher Duties

28.1 An employee who is required to perform the duties of a position carrying a higher salary than their normal classification will be paid for the time worked at the relevant rate for each position in excess of 3 days. Where the employee performs higher duties for more than 3 days the employee shall be paid at the higher rate for the entire period they are required to perform higher duties.

28.2 Any employee temporarily appointed to a higher role that is not covered by the enterprise agreement (such as a Client Services Manager) for 3 days or more shall be paid a higher duties allowance per hour equal to 5% of the relieving employee's substantive minimum rate of pay. All other terms and conditions remain unchanged.

29. Dual Roles

29.1 An employee may agree to perform the work of 2 or more roles covered by multiple classifications under this Agreement within the same contract of employment (however named) ('Dual Roles'), 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 an ward or another enterprise agreement cannot be covered by this clause.

29.2 Nothing in this clause limits an employee and Calvary agreeing to 2 (or more) separate employment contracts, including to give effect to the exceptions.

29.3 When forming a Dual Roles 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.

29.4 Any rostering or time and attendance system must clearly record which role the Dual Roles the employee is performing each shift.

29.5 A Dual Roles employee who is engaged on a part-time basis remains subject to the terms of clause 9 – Part-time Employment.

29.6 Where an employee has Dual Roles with different minimum rates of pay:

- (a) The minimum rate of pay for each role shall be in accordance with clause 16 – Wages
- (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.

29.7 With the exception of paid leave types that are calculated on average earnings (whether under this Agreement or other legislation), an employee on paid leave shall be:

- (a) paid in accordance with the applicable clause under this Agreement; and
- (b) payment shall be based on the role attributed to the shift the employee is on leave from.

29.8 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.

29.9 Each shift stands alone.

29.10 Notwithstanding clause 28 – 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

30. Annual Leave

30.1 Annual leave is provided for in the NES.

30.2 Quantum of annual leave

Full-time and part-time employees are entitled to 5 weeks of annual leave per year on the same terms and conditions as the NES.

30.3 Additional week 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 Fair Work 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 1 week's annual leave provided by the NES an employee shall be eligible who works for more than 4 ordinary hours on 10 or more weekends.
- (b) For the purpose of clause 30.3(a), a weekend means work in ordinary time on a Saturday and/or a Sunday in any week and the week is measured (commencing Mondays and concluding Sundays).
- (c) When calculating the number of weekends for the purposes of the additional weeks' annual leave under clause 30.3(a), the employee's service year shall be used (not calendar year).

ILLUSTRATIVE EXAMPLE: An employee who is not a Certain Worker for the purposes of clause 30.3 above is entitled to 5 weeks of paid annual leave for each year of service with Calvary, and an employee who is a Certain Worker for the purposes of clause 30.3 above is entitled to 6 weeks of paid annual leave for each year of service with Calvary.

30.4 Payment for annual leave

An employee who takes annual leave will be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.

30.5 Annual leave loading

- (a) In addition to their ordinary rate of pay, the employee will be paid an annual leave loading of **17.5%** of their ordinary rate of pay on a maximum of 152 hours/4 weeks annual leave per annum.
- (b) Shiftworkers, in addition to their ordinary rate of pay, will be paid the higher of:
 - (i) an annual leave loading of **17.5%** of their ordinary rate of pay; or
 - (ii) the Saturday and Sunday and shift penalties the employee would have received had they not been on leave during the relevant period.

30.6 Payment of annual leave on termination

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

30.7 Excessive leave accruals: general provision

- (a) An employee has an excessive leave accrual if the employee has accrued more than 10 weeks paid annual leave (or 12 weeks paid annual leave for a certain worker, as defined by clause 30.3(a)).

- (b) If an employee has an excessive leave accrual, Calvary or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 30.8 sets out how Calvary may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 30.9 sets out how an employee who has an excessive leave accrual may require Calvary to grant paid annual leave requested by the employee.

30.8 Excessive leave accruals: direction by Calvary that leave be taken

- (a) If Calvary has genuinely tried to reach agreement with an employee under clause 30.7(b) but agreement is not reached (including because the employee refuses to confer), Calvary may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Calvary under clause 30.8(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 clauses 30.7, 30.8, 30.9 or otherwise agreed by Calvary and the employee) are taken into account;
 - (ii) must not require the employee to take any period of paid annual leave of less than 1 week;
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Calvary and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 30.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 30.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 30.8(d) may result in the direction ceasing to have effect. See clause 30.8(b)(i).

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

30.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Calvary under clause 30.7(b) but agreement is not reached (including because Calvary refuses to confer), the employee may give a written notice to Calvary requesting to take 1 or more periods of paid annual leave.
- (b) However, an employee may only give a notice to Calvary under clause 30.9(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 30.8(a) that, when any other paid annual leave arrangements (whether made under clauses 30.7, 30.8, 30.9 or otherwise agreed by Calvary and employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under clause 30.9(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 clauses 30.7, 30.8, 30.9 or otherwise agreed by Calvary and employee) are taken into account;
 - (ii) provide for the employee to take any period of paid annual leave of less than 1 week;
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Calvary and employee.
- (d) An employee is not entitled to request by a notice under clause 30.9(a) more than 5 weeks' paid annual leave (or 6 weeks' paid annual leave for a certain worker as defined by clause 30.3 in any period of 12 months).
- (e) Calvary must grant paid annual leave requested by a notice under clause 30.9(a).

30.10 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 leave is to commence; and
 - (ii) be signed by Calvary and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) Calvary must keep a copy of any agreement under clause 30.10 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 30.10, Calvary may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

30.11 Cashing out of annual leave

- (a) Calvary and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (b) Calvary encourages employees to take annual leave to enjoy rest and recreation away from the workplace rather than cash out the entitlement. However, Calvary understands that there are sometimes special circumstances that may assist the employee to agree to a request to cash out annual leave. To this end, Calvary may:
 - (i) refuse any request to cash out annual leave; and/or
 - (ii) set a maximum amount of accrued annual leave that may be cashed out in any period of 12 months.
- (c) Paid annual leave must not be cashed out except in accordance with an agreement under clause 30.11.

- (d) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 30.11
- (e) An agreement under clause 30.11 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (f) An agreement under clause 30.11 must be signed by the employee (or if the employee is under 18 years of age, by the employee's parent or guardian) and signed by the employee and approved by an authorised manager of Calvary.
- (g) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (h) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (i) Calvary must keep a copy of any agreement under clause 30.11 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 30.11.

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 30.11.

31. Purchased Leave

31.1 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.

31.2 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.

31.3 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.

31.4 Taking purchased leave

- (a) Unless varied or terminated in accordance with the remainder of clause 31, 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 law, superannuation will be paid (where applicable) on the pre-deducted earnings and not at the time of taking the purchased leave.

31.5 Variations, cancellations, and termination

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

32. Ceremonial Leave

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

33. Community Service and Natural Disaster Leave

- 33.1 Employees are entitled to community service leave, including but not limited to jury service and voluntary emergency management activity, as set out in the NES.
- 33.2 Upon the approval from Calvary, where the applicable State or Territory in which the employee is engaged to work has declared a natural disaster that directly affects the employee, a full-time or part-time employee may access up to 3 days' special paid leave.

34. Parental Leave and Calvary Paid Parental Leave

- 34.1 Parental leave and related entitlements are provided for in the NES.

NOTE: Parental leave under the Fair Work Act also includes adoption leave.

34.2 Definitions

In this clause 34.3:

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

34.3 Calvary paid parental leave scheme

- (a) The Calvary paid parental leave scheme's objective is to provide employees with a period of payment during an otherwise unpaid period of parental leave (birth related or adoption related) under the NES.
- (b) Permanent full-time or part-time employees who are entitled to parental leave in accordance with the NES are also eligible to apply for paid parental leave in accordance with the terms of this clause for any single parental leave period.
- (c) Amount of leave

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 parental leave period for a partner is 3 weeks.
- (d) Payment for parental leave
- (i) Paid parental leave will be paid at the employee's minimum hourly rate of pay applicable to their classification and pay point.
 - (ii) Part-Time employees shall be paid in accordance with their guaranteed hours (set by clause 9.2 over the period of paid parental leave.
 - (iii) An employee may elect to take paid parental leave at half pay for double the duration. In this event, annual leave and personal leave will accrue at half the rate by being treated as if the employee took half the time as paid and half the time as unpaid. An employee may combine half-pay paid parental leave with annual leave to enable an employee to remain on full pay for a period.
 - (iv) Superannuation will be paid on periods provided under Calvary's paid parental leave scheme.

NOTE: Clause 34.3(d)(iv) does not apply to periods of leave that may be paid under a Government paid parental leave scheme.

- (e) Taking paid parental leave
- (i) Notwithstanding the type of parental leave taken, the maximum paid parental leave period shall not exceed 52 weeks, unless otherwise extended in accordance with the NES or additional forms of leave (such as annual leave) are applied for and approved.
 - (ii) Paid parental leave must be taken in a single unbroken period within the parental leave period. For the avoidance of doubt, Keeping in Touch Days will not break a period of parental leave for the purposes of this clause.
 - (iii) The earliest date paid parental leave may start shall be the same as unpaid parental leave in accordance with the NES.
 - (iv) Only one person can be designated as the primary carer during a parental leave period.
 - (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) Temporary arrangement (2024 Bargaining)
- (i) The purpose of clause 34.3(f) is to ensure no Calvary employees covered by the 2019 enterprise agreement are disadvantaged as a result of the amended paid parental leave entitlement in the 2024 enterprise agreement.
 - (ii) Notwithstanding clauses 34.3(a) to 34.3(c), an employee who commenced employment with Calvary as a permanent full-time or part-time employee who:
 - A. was employed by Calvary on or before the date immediately prior to the commencement date of this Agreement as provided in clause 1.2; and
 - B. has completed 40 weeks of continuous service on or before the date immediately before the expected date of birth or the date of placement of the child
 - (iii) will be eligible to apply for paid parental leave in accordance with the remaining terms of this clause 34 except the amount of paid parental leave shall be (as applicable):
 - A. The amount of paid parental leave for a primary carer is 9 weeks.
 - B. The amount of parental leave period for a partner is 1 week.

NOTE 1: For clarity, an employee who commenced employment the day before the Agreement commenced operation will be eligible for paid parental leave after 40 weeks' continuous service and up to one years' service shall be entitled to the amount of leave outlined in clause 34.3(f)(iii). Such an employee who goes on paid parental leave after achieving one years' service will be entitled to the full entitlement in clause (c)34.3(c).

NOTE 2: The entitlement in clause 34.3(f) reflects the entitlement of the Calvary Home Care Services Limited Nursing Employees – ANMF Enterprise Agreement 2019 (the 2019 Agreement) that this 2024 Agreement replaces and is to ensure that employees are not disadvantaged as a result of the amended and otherwise improved entitlement in clause 34.3(c). This sub-clause will have no material effect one year after the date this Agreement commences operation.

34.4 **Pregnancy loss**

- (a) 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.
- (b) In circumstances of an employee suffering a pregnancy loss up to and including 20 weeks, the employee shall be entitled to 2 weeks of paid parental leave under the remaining terms of this clause.

34.5 **Notice requirements**

- (a) To be eligible for paid parental leave under this Agreement, an employee must provide written notice to Calvary in advance of the expected date of commencement of the Parental Leave Period. The notice requirements are:
 - (i) at least 10 weeks prior to the expected date of birth – and include a medical certificate from a registered medical doctor, obstetrician or gynaecologist stating that the employee is pregnant; and
 - (ii) by way of confirmation, at least 4 weeks prior to the date on which the employee proposes to commence parental leave and the period of leave to be taken.
- (b) When the employee gives notice under clause 34.5(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.

- (c) An employee will remain eligible for parental leave if failure to give the stipulated notice under clause 34.5(a) is a result of birth (or a pregnancy loss) occurring earlier than the expected date.

34.6 **Miscellaneous terms**

- (a) Paid parental leave will count as continuous service within the meaning of the Fair Work Act.
- (b) For the avoidance of doubt, the paid parental leave scheme provided under this Agreement:
 - (i) is subject to an employee remaining eligible for parental leave under the NES during a Parental Leave Period;
 - (ii) covers employees who are eligible for adoption-related leave under the NES;
 - (iii) operates independently and in addition to any Government paid parental leave scheme (or other like Government benefit); and
 - (iv) replaces any other paid parental leave scheme(s) provided for under Calvary's policies.
- (c) Once an employee completes a Parental Leave Period which contained a portion of Paid Parental Leave then they will become re-entitled to Paid Parental Leave under clause 34.3 after having returned to work for a further period of 6 months.

35. **Personal/Carer's Leave**

35.1 Personal/Carer's Leave is provided for by the NES. Except for clause 35.7(c) which is intended to provide a better entitlement, the remainder of clause 35 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.

35.2 **Amount of leave**

For each year of service with Calvary (other than periods of employment as a casual employee of Calvary) an employee is entitled to 10 days of paid personal/carer's leave.

35.3 **Accrual of leave**

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service (other than periods of employment as a casual employee of 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).

35.4 **Taking paid personal/carer's leave**

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

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

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

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

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

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.

35.7 **Notice and evidence requirements**

- (a) An employee must give Calvary notice of the taking of personal / carer's leave under this clause.
- (b) The notice:
 - (i) must be given to Calvary as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise Calvary of the period, or expected period, of the leave.
- (c) An employee who has given Calvary notice of taking personal/carer's leave and the duration of the leave period exceeds 2 days 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 35.4.

NOTE: Evidence does not need to be a medical certificate.

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

35.8 Unpaid Carer's Leave of two days per permissible occasion is provided for under the NES. Calvary notes that it would be a breach of the General Protections provisions to not re-engage a casual employee because they utilised unpaid carer's leave.

36. Compassionate Leave

36.1 Compassionate leave is provided for by the NES. The remainder of clause 36 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.

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

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

- (iii) dies; or
 - (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - (c) the employee, or the employee's current spouse or de facto partner, has a miscarriage, unless the miscarriage results in a stillborn child.
- 36.3 For the purposes of clause 36, stillborn has the meaning set out in the Fair Work Act.
- 36.4 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 36.2;
 - (b) after the death of the member of the employee's immediate family or household, or the stillbirth of a child referred to clause 36.2; or
 - (c) after the employee, or the employee's current spouse or de facto partner, has the miscarriage referred to in clause 36.2.
- 36.5 An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and Calvary agree.
- 36.6 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.
- 36.7 If, in accordance with clause 36, 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. For casual employees, compassionate leave is unpaid leave.
- 36.8 If required by Calvary, proof of such death or serious illness or injury shall be provided by the employee to the satisfaction of Calvary.
- 36.9 Where an employee is seeking leave in addition to the leave prescribed under clause 36, the employee may apply for annual leave or request a period of leave without pay. Such additional leave for compassionate purposes is subject to the approval of Calvary.

37. Family and Domestic Violence Leave

37.1 Definitions

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

C. a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

(iii) A reference to a **spouse or de facto partner** in the definition of family member in clause 37.1 includes a former spouse or de facto partner.

37.2 Family and Domestic Violence Leave is available if an employee is experiencing family and domestic violence, they need to do something to deal with the impact of the family and domestic violence, and it is impractical for the employee to do that thing outside their normal work hours.

37.3 Employees are entitled to 20 days paid family and domestic violence leave on the same terms and conditions as the NES.

37.4 For the avoidance of doubt:

- (a) Casual employees are entitled to take family and domestic violence leave; and
- (b) This clause does not limit an Employee from accessing other forms of leave if they exhaust their entitlement to paid family and domestic violence leave.

37.5 More information on Family and Domestic Violence Leave is available on the [Fair Work Ombudsman's](#) website or in Calvary's *Family and Domestic Violence Leave Policy*.

37.6 The NES prescribes confidentiality obligations that apply to Calvary in the handling of Family and Domestic Violence Leave information.

38. Public Holidays

38.1 Public holiday entitlements are provided for in the [NES](#).

38.2 In accordance with the NES, Public Holidays shall be those gazetted by the State or Territory and as applicable to the employee.

38.3 Given the nature of Calvary's work, and to ensure service delivery is not compromised, employees may be required to work on public holidays if a public holiday falls on a day they usually work.

38.4 Payment and entitlements

- (a) Employees (other than casual employees and employees who do not normally work on the day on which the public holiday falls) are entitled to be absent on the public holidays prescribed in clause 38.1 without loss of pay.
- (b) Employees (other than casual employees) who would normally work on the day of the public holiday and are not required to work on such day will be paid at the ordinary rate of pay as if they had worked their normal number of hours on that day.
- (c) All work done by an employee during their ordinary shifts on a public holiday prescribed in clause 38.1, including a substituted date, will be paid at:
 - (i) For full-time and part-time employees, **200%** of their minimum hourly rate application to their classification and pay point.
 - (ii) For casual employees, **200%** of the casual hourly rate.

38.5 Public holiday substitution

- (a) Calvary and an employee may agree to substitute another day for a day that would otherwise be a public holiday under clause 38.1.
- (b) Calvary and an employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under clause 38.1.

Part 6 – Education and Professional Development

39. Mandatory Training and E-Learning

39.1 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.

39.2 Mandatory training or meetings (on-site)

(a) **Continuous with a shift**

(i) Where an employee is rostered (or it is agreed) for additional time to complete mandatory training or attend a mandatory meeting immediately prior to, or immediately after their shift then the employee will be paid at their ordinary rate of pay. Shift penalties (clause 25) and weekend penalties (clause 26) will be applicable, provided they are calculated on the employee's rostered shift and not the additional mandatory training time's start or finish time.

(ii) The minimum payment for the time worked under clause 39.2(a)(i) is 1 hour.

(b) **Employee's day off**

Where an employee is rostered to attend mandatory training or a mandatory meeting 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 hour 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 or attend a mandatory meeting in accordance with this clause on public holidays.

(e) The exception to overtime payment for attending mandatory training or mandatory meetings under this clause 39.2 is limited to the first 8 hours per calendar year. Any mandatory training or meeting attendance in excess of 8 hours in total in the calendar year will be paid at overtime rates.

39.3 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 clause 39.3 apply when such an 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.

40. Professional Development Leave

40.1 Full-time and part-time employees are entitled to a maximum of 5 days paid professional development leave (pro rata for part-time employees), non-cumulative from year to year.

40.2 The entitlement in clause 40.1 is subject to:

- (a) the training being of direct relevance to the employee's role, as determined and approved at the discretion of Calvary; and
- (b) the employee applying for the leave in accordance with the relevant policy, as amended from time to time.

40.3 Reasonable travel, accommodation and registration costs may be paid by Calvary where it selects the Employee for the conference/seminar/course.

40.4 As a condition of approval for Professional Development Leave for courses and conferences, Calvary may require an attending employee to subsequently provide an in-service education session to share their learnings with their colleagues.

40.5 An employee taking professional development leave will be paid their ordinary rate of pay for the ordinary hours that they would have worked.

Part 7 – Consultation and Dispute Resolution

41. Consultation Regarding Change

41.1 This clause applies if Calvary:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

41.2 Major change

- (a) For a major change referred to in clause 41.1(a):
 - (i) Calvary must notify the relevant employees of the decision to introduce the major change; and
 - (ii) Clauses 41.2(b) to 41.2(g) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise Calvary of the identity of the representative;Calvary must recognise the representative.
- (d) As soon as practicable after making its decision, Calvary must:
 - (i) discuss with the relevant employees:
 - A. the introduction of the change; and
 - B. the effect the change is likely to have on the employees; and
 - C. measures Calvary is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - A. all relevant information about the change including the nature of the change proposed; and
 - B. information about the expected effects of the change on the employees; and
 - C. any other matters likely to affect the employees.
- (e) However, Calvary is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) Calvary must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (g) In this term, a major change is 'likely to have a significant effect on employees' if it results in:

- (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of Calvary’s workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.
- (h) Where this Agreement makes provision for alteration of any of the matters defined at clause 41.2(g) such alteration is taken not to have significant effect.

41.3 Change to regular roster or ordinary hours of work

- (a) For a change referred to in clause 41.1(b):
- (i) Calvary must notify the relevant employees of the proposed change; and
 - (ii) Clauses 41.3(b) to 41.3(f) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
- (i) relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise Calvary of the identity of the representative;
 - (iii) Calvary must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, Calvary must:
- (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - A. all relevant information about the change, including the nature of the change; and
 - B. information about what Calvary reasonably believes will be the effects of the change on the employees; and
 - C. information about any other matters that Calvary reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, Calvary is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (f) Calvary must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (g) Clause 41.3 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

41.4 In clause 41: **relevant employees** means the employees who may be affected by a change referred to in clause 41.

42. Dispute Resolution Procedure

42.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

42.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

42.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

42.4 In order to raise a dispute, the party raising the matter (or their representative) will in writing:

- (a) clearly articulate the nature of, and basis for the dispute; and
- (b) provide details to enable the responding party to investigate the nature of, and basis of the dispute, in an efficient manner.

42.5 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 42.3 and 42.4, a party to the dispute may refer it to the FWC.

42.6 The FWC may deal with the dispute in 2 stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

42.7 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by Calvary to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or

- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

42.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

43. Workplace Delegate Rights

43.1 Clause 43 provides for the exercise of the rights of workplace delegates set out in section 350C of the Fair Work Act.

NOTE: Under section 350C(4) of the Fair Work Act, Calvary is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if Calvary has complied with clause 43.

43.2 Definitions

in clause 43:

- (a) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (b) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by Calvary in the enterprise.
- (c) **enterprise** has the meaning given by section 12 of the Fair Work Act.
- (d) **rules of the delegate's organisation** means those rules established in accordance with Chapter 5 of the *Fair Work (Registered Organisations) Act 2009* (Cth) (as amended or replaced).
- (e) **workplace delegate** has the meaning given by section 350C(1) of the Fair Work Act.

43.3 Appointment and designation as workplace delegate

- (a) Before exercising entitlements under clause 43, a workplace delegate must give Calvary written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Calvary with evidence that would satisfy a reasonable person of their appointment or election in accordance with the rules of the delegate's organisation.
- (b) An employee who ceases to be a workplace delegate must:
 - (i) give written notice to Calvary within 14 days of the act taken to remove the workplace delegate's status (which may be as a result of an election or resignation of such status); and
 - (ii) not exercise the rights given under this clause after ceasing to be an appointed delegate

43.4 Right of representation

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

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes raised in accordance with clause 42;

- (d) disciplinary processes (provided the workplace delegate is not a witness to the conduct being investigated and/or their involvement does not otherwise risk the integrity of any investigation process);
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Fair Work Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of Calvary under which eligible employees are entitled to be represented and which concerns the eligible employee's industrial interests.

43.5 Entitlement to reasonable communication

- (a) A workplace delegate may reasonably communicate with eligible employees for the purpose of representing their industrial interests under clause 43.4. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may reasonably communicate with eligible employees during working hours or work breaks, or before or after work.

43.6 Entitlement to reasonable access to the workplace and workplace facilities

- (a) Calvary must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by Calvary to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) Calvary is not required to provide access to or use of a workplace facility under clause 43.6(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) Calvary does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

43.7 Entitlement to reasonable access to training

Calvary must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least 1 day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, Calvary is not required to provide access to paid time for training to more than 1 workplace delegate per 50 eligible employees.

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

43.8 Exercise of entitlements under clause 43

- (a) A workplace delegate's entitlements under clause 43 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee. This includes, but is not limited to:
 - A. taking only the required amount of working time that is reasonably required to exercise the entitlements under clause 40; and
 - B. prioritising any action that is required to maintain client care, health or safety.
 - (ii) comply with the reasonable policies and procedures of Calvary, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work without permission from the relevant manager (as identified by Calvary); and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) In the exercising of their entitlements under clause 43 an employee will be entitled to payment:
 - (i) during their working hours as set by Calvary in accordance with the remainder of this Agreement (unless the Fair Work Act or this Agreement otherwise disentitles an employee to payment on other grounds); and
 - (ii) in the event of the workplace delegate attending meetings with management for the purpose of negotiating a replacement to this enterprise agreement outside of their

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

- (c) Clause 43 does not require Calvary to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (d) Clause 43 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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

- (a) unreasonably fail or refuse to deal with a workplace delegate; or*
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or*
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Fair Work Act or clause 43.*

NOTE: Under Divisions 3 and 4 of the Act, a person (who may be a workplace delegate) must not:

- (a) organise or take, or threaten to organise or take, any action against another person with intent to coerce the other person, or a third person, to engage in industrial activity;*
- (b) knowingly or recklessly make a false or misleading representation about either of the following:*
- (c) another person's obligation to engage in industrial activity;*
- (d) another person's obligation to disclose whether he or she, or a third person:*
 - is or is not, or was or was not, an officer or member of an industrial association; or*
 - is or is not engaging, or has or has not engaged, in industrial activity.*
- (e) knowingly or recklessly make a false or misleading representation about:*
 - the workplace rights of another person; or*
 - the exercise, or the effect of the exercise, of a workplace right by another person.*
- (f) with the exception of protected industrial action - organise or take, or threaten to organise or take, any action against another person with intent to coerce the other person, or a third person, to:*
 - exercise or not exercise, or propose to exercise or not exercise, a workplace right; or*
 - exercise, or propose to exercise, a workplace right in a particular way.*

43.9 Paid union meeting time

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

44. Disciplinary Procedure

44.1 In regard to matters pertaining to performance and conduct dealt with as a disciplinary matter, Calvary acknowledges its obligations in accordance with the Fair Work Act to comply with procedural and substantive fairness requirements.

44.2 Prior to determining whether to terminate the employment of an employee on the grounds other than would justify summary dismissal, Calvary acknowledges its obligations in accordance with the Fair Work Act including to:

- (a) inform the employee that the termination of their employment is being considered; and
- (b) advise the employee of the reasons for possible termination; and

- (c) provide the employee with an opportunity to respond to any allegations regarding their conduct or performance and to show cause why their employment should not be terminated.
- 44.3 An employee shall be given reasonable time to respond and shall be provided with reasonable details of any relevant particulars.
- 44.4 An employee who wishes to be represented may, at the request of the employee, be represented by a representative of the employee's choice, which may be a union representative.
- 44.5 Any request by the employee to meet and discuss the matter shall not be unreasonably refused.

45. Workload Management

- 45.1 The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that regularly excessive workloads may have on employee/s and the quality of client care.
- 45.2 To ensure that employee concerns involving regularly excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented within 72 hours, the matter should be referred to an appropriate senior manager for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should be referred to the General Manager or equivalent for further discussion and possible consultation with specialist leads such as Human Resources, WHS, clinical or other as required to determine a solution.
 - (d) The outcome of the discussions at each level and any proposed solutions should be recorded and fed back to the affected employee(s).
- 45.3 Workload management will be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue(s). Resolution of workload issues should be based on the following criteria including but not limited to:
- (a) Clinical assessment of clients' needs;
 - (b) The demands of the environment such as workplace layout;
 - (c) The requirements of relevant legislation;
 - (d) Operational requirements;
 - (e) Reasonable workloads;
 - (f) Accreditation standards; and
 - (g) Budgetary considerations.
- 45.4 If the issue is still unresolved, the employee(s) may advance the matter through the Dispute Resolution Procedure in clause 42.
- 45.5 Calvary will not be deemed in breach of this clause 45 in circumstances where Calvary have undertaken its best endeavours to meet the requirements of this clause.

Part 8 – Termination of Employment and Related Matters

46. Termination of Employment

46.1 Notice of termination by Calvary

- (a) In order to terminate the employment of the employee, where employed on a full-time or part-time basis, Calvary shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	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) In addition to this notice, where the employee is over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service, they will be entitled to an additional 1 weeks' notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by Calvary making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in clause 46 shall not apply in circumstances whereby notice is excluded by the NES.

46.2 Notice of termination by an employee

- (a) The notice of termination required to be given by the employee is the same as that required of Calvary as listed in clause 46.1, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (i) If a full-time or part-time employee who is at least 18 years old does not give the period of notice required under clause 46.2(a) Calvary may deduct from wages due to the employee under this Agreement an amount that is no more than 1 week's wages for the employee.
- (ii) If Calvary has agreed to a shorter period of notice than that required under clause, 46.2(a) then no deduction can be made under clause.46.2(a)(i).
- (iii) The parties to this Agreement agree that any deduction made under clause 46.2(a)(i) is not unreasonable in the circumstances.
- (b) Job search entitlement
- (i) Where Calvary has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to 1 day for the purpose of seeking other employment.
- (ii) The time off under clause 46.2(b)(i) to be taken at times that are convenient to the employee after consultation with Calvary.

46.3 Transfer of business

Where there is a transfer of employment from Calvary to another employer, as set out in the Redundancy clause (clause 47) below, the period of continuous service that the employee had with Calvary (the old employer) is deemed to be service with the new employer and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in which notice has already been given or paid for.

47. Redundancy

47.1 Where Calvary has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of Calvary, Calvary shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

47.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of Redundancy, the employee shall be entitled to the same period of notice of transfer as she or he would be entitled to if her or his employment had been terminated, and Calvary may at Calvary’s option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary time rates for the number of weeks’ notice still due.

47.3 Redundancy pay

(a) In addition to the period of notice prescribed for termination in clause 46.1, an employee whose employment is terminated by reason of redundancy be paid the following amount of redundancy pay in respect of a period of continuous service.

Period of continuous service	Redundancy pay
At least 1 year but less than 2 years	4 weeks’ pay
At least 2 years but less than 3 years	6 weeks’ pay
At least 3 years but less than 4 years	7 weeks’ pay
At least 4 years but less than 5 years	8 weeks’ pay
At least 5 years but less than 6 years	10 weeks’ pay
At least 6 years but less than 7 years	11 weeks’ pay
At least 7 years but less than 8 years	13 weeks’ pay
At least 8 years but less than 9 years	14 weeks’ pay
9 years or more	16 weeks’ pay

(b) ‘Weeks’ pay’ means the employee’s ordinary rate of pay for his or her ordinary hours of work.

47.4 Employee leaving during notice period

An employee whose employment is terminated by reason of Redundancy may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with Calvary until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

47.5 Alternative employment

- (a) Where Calvary obtains acceptable alternative employment for the employee, no redundancy pay is payable by Calvary, subject to an order by the FWC.
- (b) On application by Calvary, FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWC considers appropriate.
- (c) The amount of redundancy pay to which the employee is entitled under section 119 of the Fair Work Act is the reduced amount specified in the determination.

47.6 Job search entitlement

- (a) During the period of notice of termination given by Calvary an employee shall be allowed time off, up to 1 day, without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Calvary, produce proof of attendance at an interview or she or he shall not receive payment for the time absent.
- (c) For this purpose, a statutory declaration will be sufficient.

47.7 Employees exempted

Clause 47 shall not apply where the NES excludes employees from redundancy pay.

47.8 Transfer of employment

- (a) An employee is not entitled to redundancy pay in relation to the termination of their employment with Calvary where:
 - (i) the employee is offered and accepts employment with a new employer (new employer) which recognises the period of service which the employee had with Calvary to be service of the employee with the new employer, and there is a transfer of employment in relation to the employee for the purposes of the Fair Work Act; or
 - (ii) the employee rejects an offer of employment with the new employer that:
 - A. is on terms and conditions substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with Calvary; and
 - B. recognises the period of service which the employee had with Calvary to be service of the employee with the new employer; and
 - (iii) had the employee accepted the offer of employment, there would have been a transfer of employment in relation to the employee for the purposes of the Fair Work Act.
- (b) The FWC may vary clause 47.8 if it is satisfied that this provision would operate unfairly in a particular case.

47.9 Incapacity to pay

The FWC may vary an employee's entitlement to redundancy pay on the basis of Calvary's incapacity to pay. An application for variation may be made by Calvary.

Part 9 – Signatures

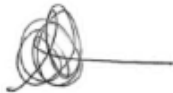
On behalf of Calvary:

Name: Angie Robinson

Authority to Sign: Strategic Operations and Performance - Home Care

Address: c/ - Level 15, 345 George Street, Sydney NSW 2000

Signature:



Date: 29/01/2025

Witness Name: Alison Moore

Witness Address: c/- Level 15, 345 George Street, Sydney NSW 2000

Signature:



Date: 29/01/2025

On behalf of the Employees:

Name: Lori-Anne Sharp

Authority to Sign: Acting Federal Secretary, ANMF

Address: Level 1, 365 Queen Street Melbourne VIC 3000

Signature:



Date: 30/01/2025

Witness Name: Daniel Crute

Witness Address: Level 1, 365 Queen Street Melbourne VIC 3000

Signature:



Date: 30/01/2025

Schedule A – Employment Classifications

1. Enrolled Nurses

- 1.1 An **EN Level 1 (EN-1)** holds a current EN qualification and works under RN supervision to provide direct clinical care to clients in the community.
- 1.2 **Coordination and Case Manager (CCM EN-2)** is an Enrolled Nurse who:
- (a) is appointed to the role;
 - (b) has demonstrated experience and is employed in a co-ordination/case manager role where there is a clinical component within the scope of practice;
 - (c) in addition to the duties of an EN-1, will have responsibility for assessing and monitoring client care, directing and monitoring support worker care to clients and seeking guidance from a qualified RN when client circumstances require this.

2. Registered Nurses

- 2.1 **Registered Nurse Level 1 (RN-1)** means a Registered Nurse who:
- (a) performs their duties according to the employee's level of competence, and under the supervision of, or with general access to a more competent RN who provides work-related support and direction;
 - (b) 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 clients within the practice setting including the community;
 - (ii) coordinating services, including those of other disciplines or agencies, to individual clients;
 - (iii) providing education, counselling and group work services orientated towards the promotion of health status improvement of clients;
 - (iv) providing support, direction and education to newer or less experienced staff;
 - (v) working within the professional scope of practice and experience;
 - (vi) participating in action research and policy development within the practice setting; and
 - (vii) subject to higher duties, relieving Clinical nurses.
- 2.2 **Registered Nurse Level 2 (RN-2)** means a Registered Nurse who:
- (a) holds any other qualification required for working in Calvary's particular practice setting;
 - (b) is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause 2.2(c) below on a continuing basis.
 - (c) in addition to the duties of an RN-1, is required to perform duties as identified by the area manager, and clinical nursing duties which will substantially include, but are not confined to:
 - (i) delivering direct and comprehensive assessment, nursing care and individual case management to a specific group of clients;

- (ii) providing support, direction, orientation and education to other less experienced staff;
- (iii) planning and coordinating services relating to a particular group of clients;
- (iv) delivering developed training programs to other less experienced staff;
- (v) acting as a role model in the provision of holistic care to clients;
- (vi) assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting; and
- (vii) subject to higher duties relieving RN-3's as required.

2.3 Registered Nurse Level 3 (RN-3) means a Registered Nurse who:

- (a) holds any other qualification required for working in Calvary's particular practice setting;
- (b) is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in Schedule A clause 2.3(c) below on a continuing basis;
- (c) in addition to the duties of an RN-2, is required to perform additional duties including, without limitation:
 - (i) undertaking authorised research projects and drafting new policies and procedures for the workplace;
 - (ii) providing leadership and role modelling particularly in the areas of action research and quality assurance programs, staff and resource management and policy development and implementation;
 - (iii) managing financial matters, budget preparation and cost control in respect of nursing within that span of control; and
 - (iv) co-ordinating or managing nursing or multi-disciplinary service teams providing acute nursing and community services.

2.4 Clinical Care Coordinator is a Registered Nurse who:

- (a) is appointed to the role; and
- (b) in addition to the duties of an RN-2, is responsible for leading the coordination of clinical programs across multiple community nursing streams.

2.5 Clinical Educator is a Registered Nurse who:

- (a) is appointed to the role;
- (b) in addition to the duties of an RN-2, is required to perform additional duties including, without limitation:
 - (i) is responsible for the design, development, coordination, delivery and evaluation of education related to clinical practice; and
 - (ii) evaluates clinical practice.

2.6 Clinical Team Leader (CTL) is a Registered Nurse who:

- (a) is appointed to the role;
- (b) has a minimum of 5 years of team leader or supervisory experience in a clinical setting;

- (c) in addition to the duties of an RN-2, is required to perform additional duties including, without limitation:
 - (i) is responsible for the coordination and expansion of a responsive clinical service that supports hospital avoidance, early discharge, post-acute services, and community nursing;
 - (ii) in collaboration with others, is responsible for providing leadership and role modelling, coordination and support to, clinical nursing team(s), including:
 - A. responsibility for the operational management of clinical nursing team(s), such as staff selection and education, and allocation and rostering of staff;
 - B. responsibility for the operationalising and successfully meeting the key performance and compliance indicators for less than 3 externally funded clinical nursing contracts;
 - C. evidence of model of care development and evaluation; and
 - D. evidence of new funding agreement implementation.

3. Specialist Nurses

3.1 An employee may be appointed by Calvary to a specialist classification/role set out in this Schedule A clause 3 (Specialist Nurses classifications).

3.2 An employee employed in a Specialist Nursing Classification will undertake '**Specialist Work**', being:

- (a) work in Specialist Practice Areas and Settings (as defined);
- (b) work that requires specialist knowledge and expertise (evidenced by the employee holding relevant postgraduate qualifications in identified relevant speciality areas).

3.3 Specialist Practice Areas and Settings means hospital services provided in the community or clinic settings including the following:

- (a) continence management;
- (b) diabetes management;
- (c) wound management;
- (d) stomal therapy;
- (e) dementia care;
- (f) palliative care;
- (g) vascular access and blood products;
- (h) gerontology; and
- (i) other areas as determined at Calvary's discretion.

3.4 Classification Descriptors

- (a) A Specialist Nurse, at each level, is required to optimise client care by working with nursing staff to develop specialised treatment plans (according to stated area(s) of speciality) after undertaking relevant client examinations/ assessments. The role also encompasses the Specialist Nurse undertaking education of clients and client family members on how to best manage the client's condition.

(b) In addition to the requirements of the corresponding Registered Nurse level classification set out in Schedule A clause 2 for Registered Nurses, employees appointed to a Specialist Nursing Classification will meet the following requirements:

(i) **Specialist Nurse – RN-1**

- A. RN-1 with a demonstrated special interest and associated skill set (commensurate with level of experience) in a particular clinical specialty who works primarily with these clients.
- B. They possess the skills and capability to execute specialised treatment plans and client / family education.
- C. Require the following:
 - Qualification Hospital Certificate – in Specialisation Area; and
 - Minimum 2 years of community nursing experience or other relevant nursing experience.

(ii) **Specialist Nurse – RN-2**

- A. RN-2 who has significant experience and demonstrates competence in nursing skills and behaviours in a particular specialty.
- B. They possess the skills and capability to execute specialised treatment plans and client / family education.
- C. Require the following:
 - Qualification: Postgraduate Certificate – in Specialisation Area; and
 - Minimum 3 years community nursing experience or other relevant nursing experience.

(iii) **Specialist Nurse – RN-3**

- A. RN-3 with advanced nursing skills and behaviours, clinical reasoning and judgement to a high level of capability in a particular specialty.
- B. Their practice is safe and effective, and they are responsible and accountable for managing people with complex health care requirements this optimises client care by working with nursing staff to increase their level of clinical competence and skills through clinical mentoring and facilitation and developing specialised treatment plans after client examination.
- C. They possess highly developed skills in client / family education.
- D. Require the following:
 - Qualification: Postgraduate tertiary qualifications (Graduate Diploma level and above) in specialisation area - including Palliative Care, Diabetes, continence management, stomal therapy, dementia care, gerontology and Wound Management (Specialisation Area); and
 - Minimum years community nursing experience or other relevant nursing experience.

ILLUSTRATIVE EXAMPLE 1: If an employee is classified as a Specialist Nurse – RN-1, they must fulfil both the requirements of an RN-1 classification and any additional criteria specific to the Specialist Nurse – RN-1 role.

4. Nurse Practitioners

4.1 A Nurse Practitioner:

- (a) is appointed to the role;
- (b) has obtained the nurse practitioner tertiary qualification and endorsement with the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse practitioners.
- (c) is authorised to function autonomously and collaboratively in an advanced and extended clinical role;

4.2 Role of a licenced Nurse Practitioner:

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

4.3 Scope of practice

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

Schedule B – Wage Rates

1. Other than Aged Care Employees

The following rates apply to other than aged care employees

Classification	1 July 2023	FFPP 1 July 2023 3.00%	FFPP 1 July 2024 4.00%	FFPP 1 July 2025 3.75%	FFPP 1 July 2026 3.00%
Enrolled Nurse Level 1*					
EN Level 1 Year 1	\$26.67	\$28.14	\$29.26	\$30.36	\$31.27
EN Level 1 Year 2	\$27.02	\$28.51	\$29.65	\$30.76	\$31.68
EN Level 1 Year 3	\$27.38	\$28.89	\$30.04	\$31.17	\$32.10
EN Level 1 Year 4	\$27.78	\$29.31	\$30.48	\$31.62	\$32.57
EN Level 1 Year 5	\$28.06	\$29.60	\$30.79	\$31.94	\$32.90
EN Level 1 Year 6	\$28.11	\$29.65	\$30.84	\$32.00	\$32.96
*5.5% increase FFPP 1 July 2023					
Coordination and Case Manager					
CCM EN Level 2 Year 1	\$34.00	\$35.02	\$36.42	\$37.79	\$38.92
CCM EN Level 2 Year 2	\$35.67	\$36.74	\$38.21	\$39.64	\$40.83
CCM EN Level 2 Year 3	\$36.86	\$37.97	\$39.49	\$40.97	\$42.20
CCM EN Level 2 Year 4	\$38.12	\$39.26	\$40.83	\$42.37	\$43.64
CCM EN Level 2 Year 5	\$39.41	\$40.59	\$42.21	\$43.80	\$45.11
CCM EN Level 2 Year 6	\$40.67	\$41.89	\$43.57	\$45.20	\$46.56
Registered Nurse Level 1**					
RN Level 1 Year 1	\$29.80	\$30.99	\$32.23	\$33.44	\$34.44
RN Level 1 Year 2	\$31.17	\$32.41	\$33.71	\$34.98	\$36.02
RN Level 1 Year 3	\$32.53	\$33.83	\$35.18	\$36.50	\$37.60
RN Level 1 Year 4	\$33.88	\$35.23	\$36.64	\$38.02	\$39.16
RN Level 1 Year 5	\$35.23	\$36.64	\$38.10	\$39.53	\$40.72
RN Level 1 Year 6	\$36.58	\$38.04	\$39.56	\$41.04	\$42.27
RN Level 1 Year 7	NEW		\$40.55	\$42.07	\$43.33
RN Level 1 Year 8	NEW		\$41.57	\$43.13	\$44.43
**4.00% increase FFPP 1 July 2023					
Registered Nurses Level 2					
RN Level 2 Year 1	\$39.27	\$40.45	\$42.07	\$43.65	\$44.96
RN Level 2 Year 2	\$40.17	\$41.38	\$43.03	\$44.64	\$45.98
RN Level 2 Year 3	\$41.08	\$42.31	\$44.00	\$45.65	\$47.02
RN Level 2 Year 4	\$42.00	\$43.26	\$44.99	\$46.68	\$48.08
RN Level 2 Year 5	\$43.26	\$44.56	\$46.34	\$48.08	\$49.52
RN Level 2 Year 6	\$44.56	\$45.89	\$47.73	\$49.52	\$51.01
Registered Nurses Level 3					
RN Level 3 Year 1	\$44.76	\$46.11	\$47.95	\$49.75	\$51.24

Classification	1 July 2023	FFPP 1 July 2023 3.00%	FFPP 1 July 2024 4.00%	FFPP 1 July 2025 3.75%	FFPP 1 July 2026 3.00%
RN Level 3 Year 2	\$45.80	\$47.18	\$49.07	\$50.91	\$52.43
RN Level 3 Year 3	\$46.84	\$48.25	\$50.18	\$52.06	\$53.62
RN Level 3 Year 4	\$47.87	\$49.31	\$51.28	\$53.21	\$54.80
RN Level 3 Year 5	\$48.94	\$50.40	\$52.42	\$54.39	\$56.02
RN Level 3 Year 6	\$50.01	\$51.51	\$53.57	\$55.58	\$57.24
Specialist Nurses					
Specialist Nurse – RN Level 1	\$49.21	\$50.69	\$52.72	\$54.69	\$56.34
Specialist Nurse – RN Level 2	\$50.83	\$52.36	\$54.45	\$56.49	\$58.19
Specialist Nurse – RN Level 3	\$58.52	\$60.28	\$62.69	\$65.04	\$66.99
Clinical Care Coordinator					
	\$46.10	\$47.49	\$49.39	\$51.24	\$52.77
Clinical Educator					
	\$50.74	\$52.26	\$54.35	\$56.39	\$58.08
Clinical Team Leader***					
	\$55.89	\$57.56	\$62.75	\$65.10	\$67.05
***9.00% increase FFPP 1 July 2024					
Nurse Practitioner					
	\$67.53	\$69.55	\$72.33	\$75.05	\$77.30

2. Aged Care Employees

The following rates apply to aged care employees:

Classification	1 July 2023	FFPP 1 July 2023 3.00%	FFPP 1 July 2024 4.00%	FFPP 1 July 2025 3.75%	FFPP 1 July 2026 3.00%
Enrolled Nurse Level 1*					
EN Level 1 Year 1	\$30.67	\$32.36	\$33.65	\$34.91	\$35.96
EN Level 1 Year 2	\$31.08	\$32.79	\$34.10	\$35.38	\$36.44
EN Level 1 Year 3	\$31.49	\$33.22	\$34.55	\$35.85	\$36.92
EN Level 1 Year 4	\$31.94	\$33.70	\$35.04	\$36.36	\$37.45
EN Level 1 Year 5	\$32.26	\$34.03	\$35.40	\$36.72	\$37.82
EN Level 1 Year 6	\$32.26	\$34.08	\$35.45	\$36.78	\$37.88
*5.5% increase FFPP 1 July 2023 (5.65% for EN Level 1 Year 6)					
Coordination and Case Manager					
CCM EN Level 2 Year 1	\$37.78	\$38.91	\$40.47	\$41.99	\$43.25
CCM EN Level 2 Year 2	\$39.51	\$40.69	\$42.32	\$43.91	\$45.23
CCM EN Level 2 Year 3	\$40.75	\$41.98	\$43.66	\$45.29	\$46.65
CCM EN Level 2 Year 4	\$42.06	\$43.32	\$45.05	\$46.74	\$48.15
CCM EN Level 2 Year 5	\$43.39	\$44.69	\$46.48	\$48.22	\$49.67

Classification	1 July 2023	FFPP 1 July 2023 3.00%	FFPP 1 July 2024 4.00%	FFPP 1 July 2025 3.75%	FFPP 1 July 2026 3.00%
CCM EN Level 2 Year 6	\$44.65	\$45.99	\$47.83	\$49.63	\$51.12
Registered Nurse Level 1**					
RN Level 1 Year 1	\$33.83	\$35.18	\$36.59	\$37.96	\$39.10
RN Level 1 Year 2	\$35.30	\$36.71	\$38.18	\$39.61	\$40.80
RN Level 1 Year 3	\$36.76	\$38.23	\$39.76	\$41.25	\$42.49
RN Level 1 Year 4	\$38.22	\$39.75	\$41.34	\$42.89	\$44.17
RN Level 1 Year 5	\$39.70	\$41.28	\$42.94	\$44.55	\$45.88
RN Level 1 Year 6	\$41.19	\$42.83	\$44.55	\$46.22	\$47.60
RN Level 1 Year 7	NEW		\$45.66	\$47.37	\$48.79
RN Level 1 Year 8	NEW		\$46.80	\$48.56	\$50.01
**4.00% increase FFPP 1 July 2023					
Registered Nurse Level 2					
RN Level 2 Year 1	\$44.26	\$45.59	\$47.42	\$49.19	\$50.67
RN Level 2 Year 2	\$45.24	\$46.60	\$48.46	\$50.28	\$51.79
RN Level 2 Year 3	\$46.24	\$47.62	\$49.53	\$51.39	\$52.93
RN Level 2 Year 4	\$47.25	\$48.67	\$50.62	\$52.52	\$54.09
RN Level 2 Year 5	\$48.51	\$49.97	\$51.96	\$53.91	\$55.53
RN Level 2 Year 6	\$49.81	\$51.30	\$53.35	\$55.35	\$57.02
Registered Nurse Level 3					
RN Level 3 Year 1	\$50.17	\$51.68	\$53.75	\$55.76	\$57.43
RN Level 3 Year 2	\$51.31	\$52.85	\$54.97	\$57.03	\$58.74
RN Level 3 Year 3	\$52.45	\$54.03	\$56.19	\$58.30	\$60.05
RN Level 3 Year 4	\$53.57	\$55.18	\$57.39	\$59.54	\$61.33
RN Level 3 Year 5	\$54.64	\$56.27	\$58.53	\$60.72	\$62.54
RN Level 3 Year 6	\$55.71	\$57.38	\$59.67	\$61.91	\$63.77
Specialist Nurse					
Specialist Nurse – RN Level 1	\$54.20	\$55.83	\$58.06	\$60.24	\$62.05
Specialist Nurse – RN Level 2	\$55.82	\$57.50	\$59.79	\$62.04	\$63.90
Specialist Nurse – RN Level 3	\$63.51	\$65.42	\$68.04	\$70.59	\$72.71
Clinical Care Coordinator	\$51.51	\$53.06	\$55.18	\$57.25	\$58.97
Clinical Educator	\$56.15	\$57.83	\$60.15	\$62.40	\$64.27
Clinical Team Leader***	\$62.07	\$63.93	\$69.68	\$72.30	\$74.47
***9.00% increase FFPP 1 July 2024					
Nurse Practitioner	\$73.76	\$75.97	\$79.01	\$81.97	\$84.43

Schedule C – Allowances

Allowance Description	Clause	Per	On Commencement 4.00%	FFPP 1 July 2025 3.75%	FFPP 1 July 2026 3.00%
On-call	20.2				
Monday to Friday inclusive		24 hour period	\$26.43	Per clause 20.1	
Saturday		24 hour period	\$39.82	Per clause 20.1	
Sunday, public holiday or non-rostered day		24 hour period	\$46.45	Per clause 20.1	
Uniform Allowance (lessor of)	20.3				
Daily rate		Day	\$1.34	Per clause 20.1	
Weekly rate		Week	\$6.82	Per clause 20.1	
Laundry Allowance (lessor of)	20.3				
Daily rate		Day	\$0.35	Per clause 20.1	
Weekly rate		Week	\$1.63	Per clause 20.1	
Meal Allowance	20.4				
Overtime exceeds 1 hour		Occasion	\$16.20	Per clause 20.1	
Overtime beyond 4 hours		Occasion	\$14.60	Per clause 20.1	
Kilometre Reimbursement	20.5				
Personal Vehicle		Kilometre	\$0.99	Per clause 20.1	
Virus Testing Allowance	20.7	Occasion	\$5.15	\$5.34	\$5.50
Qualification Allowance					
Registered Nurse	20.8				
Hospital Cert/Grad Cert		Hour	\$1.01	\$1.04	\$1.08
Postgraduate Diploma		Hour	\$1.51	\$1.57	\$1.61
Masters/PhD		Hour	\$1.84	\$1.91	\$1.97
Enrolled Nurse	20.9				
Certificate IV		Hour	\$0.75	\$0.78	\$0.81
Advanced Diploma		Hour	\$0.91	\$0.94	\$0.97

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (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.
- (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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.