

*Without prejudice*



# **Calvary Health Care Hospital staff Enterprise Agreement 2021**

Health and Community Services Union  
Log of Claims

Without Prejudice

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### **(1) No reduction of current entitlements**

Agreement to include all current conditions of the Calvary Health Care Hospital Staff Enterprise Agreement of 2019, as well any other current conditions employees receive that are better than this agreement.

### **(2) Operative date and period of operation**

The period of operation will be after the FWC approves the agreement and shall remain in place until 30 June 2024.

### **(3) Wage increases**

4.5% increase from FFPP 1 Jan 2022  
4% increase from FFPP 1 Jan 2023  
4% increase from FFPP 1 Jan 2024

That all allowances would also increase in line with these wage increases.

### **(4) Infection control cleaning allowance – cleaning staff only (clause 50 to be amended)**

Infection control cleaning allowance to include all “in hospital areas”. The allowance is paid against increased risk when cleaning high-risk patients’ bodily fluids, vomits, etc., and should not be bound by where the patient is/was. If an infection control clean is needed, an allowance should be paid.

### **(5) Pandemic Leave**

As per schedule X in the modern award while it is current; refer to the Award.

### **(6) Compassionate Leave**

Increase to 10 days for a death – to include stillbirths (where the term of pregnancy exceeds 16 weeks).

### **(7) Long Service Leave**

Increase to 13 weeks after 10 years’ service. For those employees already employed for more than 10 years, LSL accumulation to increase to 1.3 weeks per annum for each additional year of service.

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### (8) Parental Leave

- Paid Maternity/Paid Adoption Leave – Increase to 16 weeks paid leave
- Partner leave – Increase to 2 weeks paid leave

### (9) Domestic Violence Leave

Increase to 20 days paid leave per annum/event.

### (10) Workload clause

It is to be noted that workload issues create not only a health and safety risk to HACSU members but also considerably compromise patient care.

As such, we seek for the following clause to be inserted into the agreement:

*The purpose of this clause is to ensure the delivery of safe quality care to patients while providing reasonable workloads to employees of Calvary.*

*The employer will ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.*

*Consideration will be given to the following when measuring workloads:*

- *Ensure that all staff are able to take their required breaks on time*
- *Reasonable workloads to enable safety and quality of resident care*
- *Acuity of residents*
- *Staffing numbers and backfilling arrangements*

*The employer will ensure that supervisors and managers monitor the hours where employees regularly work hours in excess of the hours for which they are employed.*

*These circumstances will be reviewed.*

*In most circumstances, vacant positions will be permanently filled within one month. If it appears likely that will not be the case, consultation between management, the unions and staff will occur.*

*In addition, the employer will ensure that where an employee is on leave, whether unexpected or planned, all efforts to backfill that shift or period of leave will be made. This will include genuine attempts to contact all casual and permanent staff to fill vacant shifts and rostering lines.*

*Grievance Procedure*

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*Further to the existing dispute settlement process outlined in clause 16, any grievance or dispute relating to workloads specifically will be resolved as per the new clause – Workload Grievance Procedure.*

*The grounds for a workload grievance under this clause shall include but not be limited to:*

- a) Calvary is not genuinely attempting to backfill shifts;*
- b) To perform the duties required, an employee is effectively obliged to work unpaid overtime on a regularly occurring basis;*
- c) A reasonable complaint through the appropriate channels about the capacity to maintain patient care standards has not been responded to or acted upon within a reasonable time and including;*
- d) A particular employee or group of employees is being constantly placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the skill mix of the team.*

**Workload Grievance Procedure** (associated with claim 11) to be determined by the parties:

A process to be developed to identify / monitor and resolve short/medium/long-term disputes about workload issues.

### **(11) Working short of normal staffing**

Where patient load or responsibility/tasks are not modified, but there are less staff to complete those tasks (working short-staffed), affected employees are to be paid 10% of their base hourly rate of pay as an allowance to compensate for the extra workload.

### **(12) Communicable Disease Allowance**

Where an employee is required to perform work in an area of the employer's workplace where there is a communicable disease outbreak; or

Work with an individual client who has tested positive for a communicable disease.

That employee will receive an allowance of either 30% of their hourly rate or 10 dollars, whichever is greater, for the duration of that shift.

For the purposes of this clause, communicable disease refers to COVID-19, influenza, gastroenteritis or any disease classified by the National Health and Medical Research Council and/or the Department of Health as communicable.

**(13) Pandemic Leave**

Employees are to be granted up to 14 days paid special leave with respect to a declared pandemic, which is accessible in cases of self-isolation.

**(14) Vaccination Leave**

Employees are entitled to 2 days vaccination leave (to be used for obtaining a vaccination and in the event of any adverse side effects).

**(15) Reproductive health and wellbeing leave**

- 5 days paid leave for employees experiencing reproductive health matters for the purpose of attending and recovering from specialty appointments and treatments
- The availability of flexible work arrangements for those experiencing reproductive health matters

**Definition:**

For the purpose of this clause, reproductive health is defined as any condition relating to menstruation, perimenopause, menopause, polycystic ovarian syndrome, endometriosis, and In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services, vasectomy, hysterectomy and terminations.

**(16) Pregnancy loss**

- (a) Employees who experience pregnancy loss after 16 weeks are entitled to access paid parental leave entitlements under their applicable enterprise agreement.
- (b) Employees are entitled to a period of paid pregnancy loss leave if the pregnancy comes to an end before 16 weeks gestation.
- (c) An employee, and their partner, are entitled to 5 days of paid pregnancy loss leave if the pregnancy ends between 1 and 10 weeks.
- (d) An employee, and their partner, are entitled to 10 days of paid pregnancy loss leave if the pregnancy ends between 10 weeks and 15 weeks and 6 days.

**(17) New rostering clause for shift workers to replace 35(i)**

- (a) Publication of rosters

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- i. For full-time and part-time employees who work shift work, 28 days notice of rosters is required
- ii. A roster will provide for rotation unless all the Employees concerned desire otherwise
- iii. An allowance for late notice rostering is payable to each employee when 28 days' notice of a roster is not provided
- iv. The allowance shall be \$20 per day, per employee. as calculated as of 5pm each day the roster is late to be published
- v. Rosters can be displayed for examination by staff or emailed to affected staff members
- vi. A roster shall include the date that roster was published and/or amended where the roster isn't emailed to staff
- vii. It is expected that employees will work the roster as published, except when accessing other leave entitlements, such as personal leave

### (b) Number of shifts

Rosters will not be constructed for more than 8 days of ordinary hours or work in any consecutive 9 calendar days.

### (c) Changes of roster

- i. Rosters may be changed with the consent of the employee inside a published roster period. Where consent is given, the new shifts shall be considered normal ordinary hours
- ii. The parties agree that for short notice changes (within 28 days' notice), no loss of earnings shall occur for the employee. The employee shall receive no less than the remuneration expected as per the original roster
- iii. Changes within one week's notice shall attract overtime rates for all hours not originally rostered. No loss of earnings shall occur if reduced hours are worked for part-time employees

### (d) Mutual changes of roster/shift swaps

Mutual changes and shift swaps can be agreed by the parties. In such circumstances remuneration applied to employees shall be against the shifts worked regardless of notice.

### (e) Minimum days off

Rosters shall provide for a minimum of 2 days off each calendar week, except where there is a mutual agreement between the parties concerned. Such agreement shall be recorded in an email exchange.

### (f) 28-day accounting period

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- i. In each 28-day accounting period, an employee will be given 8 clear days off. A clear day off is defined from midnight to midnight without a duty of work
- ii. For employees who are provided with an RDO by accumulating additional unpaid hours, the RDO shall be rostered once in each 28-day period, normally on a Friday or a Monday following or proceeding a clear weekend off

### (g) Meal breaks

- i. Shift work employees are entitled to a paid meal break where the rostered duty is 5 hours or more
- ii. A paid meal break of 30 minutes shall occur between hours 4 and 6 of the duty period. Overtime rates apply after hour 6 without a paid meal break, or where recall to duty is required. Overtime rates shall apply until such time as an uninterrupted 30-minute meal break occurs
- iii. For shifts that start between 0700 and 1000, day shifts which exceed 5 hours, the paid meal break would normally be provided not before 3 hours work in meal break window of 11am-2pm, overtime rates for late meal breaks will not apply until after 2pm for day shift employees that start in the period of 0700 and 1000

### (h) Rest breaks

- i. Where practical, all shift work employees will have access to one ten-minute rest breaks each shift for shifts of less than 5 hours, or two ten-minute rest breaks for shifts that exceed 5 hours, counted as time worked
- ii. Employees will have the ability to take their rest breaks at a convenient time during the shift
- iii. Rest breaks will always be taken so as not to interfere with the continuity of work where continuity is necessary
- iv. The employer will not be required to direct or administer the taking of rest breaks but will not unreasonably obstruct these breaks from occurring