

**SUMMARY OF KEY CHANGES  
NURSES AND MIDWIVES (VICTORIAN PUBLIC SECTOR)(SINGLE INTEREST EMPLOYERS)  
ENTERPRISE AGREEMENT 2016-2020**

The Single Interest Employers Agreement provides terms and conditions of employment for respondents to the proposed agreement. This includes public health services, stand-alone Community Health Centres, Early Parenting Centres and a number of Aged Care providers. This summary of changes should be read in conjunction with the proposed Enterprise Agreement.

The VHIA, DHHS and ANMF have worked together over recent months, not only in respect of the parties new EBA claims, but also to:

- a) Update language and structure of clauses
- b) Improve the logical order of clauses
- c) Incorporate the NES
- d) Cross reference related clauses
- e) Common clauses where possible across health sector EBA's

**Length of Agreement**

- a) Four year Agreement plus wage certainty for next four year Agreement (see pay increase section).
- b) The first agreement covers the four-year period from 1 April 2016
- c) The second agreement will cover the four year period from 1 April 2020
- d) The nominal expiry date of the second Agreement is proposed to be 31 March 2024.

**Pay Increases**

There are four annual pay increases in the first four-year agreement and three in the second

From the first full pay period commencing on or after:

- a) 1 Apr 2016 - CPD Allowance rolled into rate and an addition 3%
- b) 1 Apr 2017 – 3%
- c) 1 Apr 2018 – 3.25%
- d) 1 Apr 2019 – adjustments to rates as per Attachment 2; and

Subsequent wage certainty

- a) 1 Dec 2020 – 3%
- b) 1 Dec 2021 – 3%
- c) 1 Dec 2022 – 3%

**Redefine definition of allowable period of absence (Cl. 4.1(d))**

Redefine the allowable period of absence from thirteen weeks to five weeks plus leave paid in lieu on termination.

**Recognition of Previous Interstate and International Experience (Cl. 4.1(s) and 4.1(t))**

Counted towards experience level if no conditions apply to registration and previous experience was in a grade or sub-grade at least equal or comparable to the grade in which the Employee is, or is about to be, employed. Onus on the Employee to demonstrate the completed years of experience and anniversary date.

**Insertion of common definition of 'relevance' (Cl. 4.2)**

Common definition of 'relevance' of education for both study leave and qualifications allowances

**Insertion of Comprehensive Consultation Clause (Cl. 11)**

Clause obliges employers to consult with employees and unions regarding major change in the workplace, which has a significant effect on employees. The Agreement provides both Employers and Employees with a structured process to follow with indicative timeframes.

There is also provision for consultation on roster changes, which is a requirement of the NES.

**Insertion of Comprehensive Redundancy and Associated Entitlements Clause (Cl. 12)**

Provides transparent arrangements addressing:

- a) Redeployment – comparable role - including to another Employer and/or another clinical area
- b) Support to affected employees
- c) Salary maintenance for 52 weeks

- d) Relocation – including defining reasonable relocation distances
- e) Retraining, and
- f) Termination of employment due to redundancy.

#### **Establishment of a Statewide Classification Committee (Cl. 14)**

Clause 14 creates a Statewide Classification Committee and a process to follow to determine the classification of nursing roles not covered by the current descriptors within the Agreement.

#### **Amendments to Discipline Clause to Reduce Ambiguity (Cl. 15)**

**Clause 15** expands on disciplinary procedures:

- a) Includes definitions for Performance, Misconduct and Serious Misconduct.
- b) confirms first and final warning only in summary dismissal circumstances

**Clause 70** amended so that accrued long service leave not affected by an employee being dismissed for serious and wilful misconduct.

#### **Insertion of NES Entitlement to Request Flexible Working Arrangement (Cl. 16)**

**Clause 16** adds the NES provision enabling Employees to request flexible arrangements in certain circumstances and for Employers to consider the request and respond in writing.

#### **Insertion of a Casual Conversion Clause (Cl. 20)**

**Clause 20** addresses the conversion of an employee from casual to permanent where the person

- a) has worked shifts on a regular and systematic basis over a period of 26 weeks, unless these shifts are replacing an employee absence or flexible work arrangement.
- b) Either the Employer or the Employee has the right to request
- c) the request will not be unreasonably refused by either party.

#### **Insertion of a Transition to Retirement Clause (Cl. 24)**

**Clause 24** adds a provision that enables an agreed transition to retirement arrangement to occur.

#### **Insertion of Underpayment Provision (Cl. 26.4)**

Requires underpayments of 2.5% or more of an Employee's net weekly wage that is the result of employer error to be corrected within 24 hours.

#### **Amendment to Superannuation clause (Cl. 27) to:**

- a) Confirm super choice; and
- b) Required superannuation payments to be made on paid parental leave.

#### **Amendments to Higher Qualification Allowance Clause (Cl. 31) in order to:**

- a) Double degree/masters entry recognised for qualification allowance, where relevant, after 12 months experience (No effect on employees currently receiving allowance);
- b) A Doctorate or a PhD qualification allowance is 10% of base rate;
- c) Evidence from the education/training provider is now at a level which would satisfy a reasonable person that the Employee has obtained the qualification for which the allowance is claimed;
- d) Higher Qualification only payable from the first pay period commencing on or after the evidence is provided.

#### **Introduction of a Rural and Isolated Practice (RIPN) Allowance (Cl. 32)**

Separate to Qualification allowance and back paid to 6 September 2010 (when introduced by Government).

#### **Amendments to Hours of Work Clause (Cl. 42)**

**Clause 42** specifies introduction of an 8:8:10 roster for campuses of 22 named health services; and

Provides for a dispute resolution process were genuine difficulties arise; and

Clarifies process for the introduction of a 12 hour shift agreements (requires Employee Agreement).

#### **Amendments to Roster Clause (Cl.45)**

Requirement for rosters to set out staffing and skill mix and allocate a Registered Nurse/Midwife to be in charge of each shift.

Provides a process whereby a Nurses roster to be fixed where it can be demonstrated the Employee has worked a demonstrable pattern over the proceeding 6 months (does not cover a situation where the Employee is covering the

shifts of another employee). Such a request will not be unreasonably refused. A process is also included whereby the Employer seeks to remove a fixed roster.

Requirement for the Employer to make a reasonable effort to replace vacancies on the roster with a permanent employee working no less than the same shift length that was rostered. Such reasonable efforts does not include the use of overtime.

#### **Amended Short Shift Provisions (Cl. 47)**

Nurses may still only be rostered onto a Short Shift by Agreement. Such Agreement may be withdrawn with 28 days notice.

A Ward/Unit may utilise short shifts up to the limit prescribed in Cl. 47.

Where a unplanned absence cannot be filled by a permanent Nurse, an additional short shift may be utilised unless the nurse in charge of the ward determines a short shift will have a negative impact on patient care, safe staffing and related matters having regard to all the circumstances.

The Agreement (Cl. 93) provides a process whereby an Employer may propose a change to the number of rostered short shifts as long as it is EFT neutral.

#### **Amendment to the Overtime Clause (Cl. 49)**

Overtime payable where the Employer requests or directs the Employee to undertake work:

- a) in addition to the Employee's rostered shift length; or
- b) where a break of at least eight hours has not been provided between successive shifts - for all work performed until a break of eight hours is provided; or

Employees working a double shift will be provided at least a 10 minute break every two hours worked and adequate transport to and from work free of charge.

#### **Insertion of a Clause that Provides a Rest Period After Excessive Hours (Cl. 54)**

Provides an additional day off in lieu where an Employee who works 4 days per week or more works:

- a) 14 or more hours worked continuously; and
- b) includes hours after midnight and before 6am; and
- c) impinges on part of a day off

#### **Amended Public Holidays clause (Cl. 56) to:**

- a) enable employees to substitute recognised public holidays for religious holidays
- b) Where a part time employee does not work weekends, the receipt of a benefit for a public holiday falling on the weekend has been removed (unless substituted).

#### **Amended Annual Leave clause (Cl. 57) to:**

Require Employees to submit a written request for annual leave at least 6 weeks prior to the first day of the proposed leave period/s unless it is not reasonable to do so in the circumstances; and

Require the Employer to respond to the application within 10 days and if not approved, consult with the employee about alternative leave days; and

Prevent the Employer from unilaterally retracting approved annual leave; and

Provides a process to reduce excess annual leave; and

Removes the requirement for Employers to pay annual leave in advance where leave is taken for a period less than a fortnight.

#### **Amendments to Personal Leave (Cl. 61) to:**

- a) reduce personal leave for nurses in their fifth year of service or longer by one day (7.6 hours), to 152 hours.
- b) Accrue paid personal leave progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime).

#### **Insertion of a Fitness for Work clause (Cl. 63)**

Provides an open and transparent process in circumstances where the Employee's manager forms a reasonable belief that an Employee may be unfit to perform their duties.

Requirement for the Employer to make reasonable adjustment where an employee has either a permanent or temporary disability.

#### **Insertion of a Family Violence clause (Cl. 64) which:**

Provides an employee experiencing family violence 20 days Paid Leave to allow them to be absent from the workplace to attend counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence; and

Requires the employer to identify contact/s within the workplace who will be trained in family violence and associated privacy issues; and

Requires the Employer to develop guidelines to supplement this clause which details the appropriate action to be taken to support the Employee in the workplace which may include:

- a) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
- b) temporary or ongoing job redesign or changes to duties;
- c) temporary or ongoing relocation to suitable employment;
- d) a change to their telephone number or email address to avoid harassing contact;
- e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

**Amendments to Parental Leave Clauses (Cl. 66, 67, 68 and 69) to:**

Include pre-adoption leave and clearer rights associated with breastfeeding the first year following birth; and

The removal of gender related terms from the entitlement to paid parental leave for the primary carer; and

Incorporate the various obligations that exist in relation to pregnancy

**Amendments to Long service Leave (Cl. 70) to:**

Redefine the allowable period of absence from thirteen weeks to five weeks plus leave paid in lieu on termination; and

Casual employment (after becoming permanent) also accrues LSL at a lower rate; and

Accrual of long service leave not affected by an employee being dismissed for serious and wilful misconduct.

**Amendments to Professional Development Leave (Cl. 75) to:**

Enable attendance at preferred professional development activities on rostered days off; and

Additional 10 hours of paid professional development leave per annum for Nurse Practitioners (does not accrue from year to year).

**Amendments to examination leave (Cl. 77):**

Broaden the use of examination leave to cater for alternative assessment methods.

**Amendments to Post Registration (Cl. 79) to:**

Enable Employees, outside of an employment arrangement to maintain their substantive salary.

**Amendments to Union Matters (Cl. 80) to:**

The Union will have access to Employees for the purpose of supporting them through the various processes contained within the Agreement; and

Employer will not block or restrict Employees access to Union emails or website; and

The Employer will, on application, grant leave without pay to an Employee for the purpose of secondment to work for the Union subject to the Employer's reasonable operational requirements; and

The Union may attend and address new Employees as part of orientation / induction programs for new Employees; and

A Union delegates is entitled to reasonable time release from duty to attend to industrial matters; and

The Employer will, on application by the Union, grant leave without loss of pay to an Employee for the purpose of fulfilling their duties as an official of the Council or Executive body of the Union.

**Insertion of a Service Delivery Partnership Plan (Cl. 81) to:**

Progress the parties commitment to the improvement of the productivity and efficiency of the Victorian Public Health System by:

- a) improving patient treatment times through flow improvements and discharge practices;
- b) enhancing immunisation/vaccination rates;
- c) reducing illness and injury through occupational health and safety interventions;
- d) replacing agency staff with bank and permanent staff where possible;
- e) reduce the environmental impact of health services;
- f) reducing disputation through joint education programs for Nurse Managers;

- g) Modernising the NUM structure through Joint Development of a three level NUM structure.
- h) Examination of the current nursing structure within stand-alone community health centres.

**Insertion of Research Nurse Classification Structure (Cl. 83)**

As per Agreement over Reserved matter in previous Agreement.

**Reorganisation of classification structure (Cl. 85)**

The existing classification structure will be realigned in 2019 into four different streams. These will be:

- a) Clinical, Advanced Practice and Research
- b) Nurse Managers
- c) Community Nursing
- d) Quality, Clinical Risk, Governance, Education and Development

**Insertion of Clinical Liaison Nurse requirement (Cl. 90.5)**

Each Employer operating a Level 1 or a Level 2 Hospital (as defined in Schedule 1 of the Safe Patient Care Act) will have a minimum of one EFT of Clinical Liaison Nurse for each such Hospital classified at the level of Clinical Consultant C.

**Insert of Facilitative Clause to Enable Aged Care Review (Cl. 91)**

Creates a joint review of the existing staffing levels and skill mix in high and low care public aged care facilities with a view to including health assistants in nursing (including undergraduate employment model students) where appropriate.

**Insertion of a Demand Escalation clause (Cl. 92)**

Requires employers to introduce a demand escalation policy to promote safe patient care, staff safety and manage risk in response to an unanticipated increase in demand for services.

**Insertion of a clause to Vary Specific Matters (Cl. 93)**

Provides a process whereby an Employer wishes to either:

- a) Implement an alternative On Call Allowance (Four Clear Days) arrangement; or
- b) Increase the number of short shifts beyond the limit set by Cl. 47 (the proposal must be EFT neutral).

Does not impact on the operation of the mechanisms contained within the *Safe Patient Care Act 2015* which vary/distribute nurse/patient or midwife/patient ratios.

**Insertion of a clause which creates an Industry OHS Working Group (Cl. 98)**

Establishes an industry working group to develop and recommend measures to improve OHS outcomes around

- a) Safe patient and manual handling processes
- b) Safe rostering practices and prevention of fatigue risks
- c) Occupational violence and aggression prevention programs
- d) Employee management education for NUMs/ANUMs
- e) Workplace bullying

The working group will include representatives from VHIA, ANMF, DHHS and others as agreed.

**Insertion of an Occupational Violence and Aggression Prevention and Management Clause (Cl. 103)**

Addresses occupational violence and aggression (OVA) prevention through requiring the establishment and implementation of an OVA action plan within six months of the Agreement coming into effect. This plan must be consistent with the ANMF 10 Point Plan to End Violence and Aggression as specified.

**Insertion of a facilitative clause to introduce an Undergraduate Employment Model (Cl. 106)**

Provides a process to enable employment of Undergraduate Nurses (RUSON) within Health Services.

**Amendment of Midwifery Continuity of Care Model (Cl. 107)**

Remuneration options have been amended to the number of options to two as follows:

- a) Payment as per the EBA or
- b) payment of at least 32% loading

Where a loading is utilised, the rate will be fixed for the remainder of the Agreement; and

Employers are no longer required to undertake commuted loading reviews as this will occur once during the life of the

Agreement through a joint process.