

# Enterprise Bargaining 2016-2018 log of claims

**VALUE RECOGNISE REWARD**  
nurses and personal care workers

## Victorian Private Sector Aged Care (Residential and Community Care)

### Log of claims for nurses and carers

#### Part A – Maintenance of conditions

All new agreements must include the most beneficial provisions of:

- your current enterprise agreement; and
- the Nurses Award 2010 and the Aged Care Award 2010; and
- the National Employment Standards; and
- this log of claims

unless otherwise agreed.

The new agreement is to be a three or four year agreement that includes a dispute resolution clause with full access to arbitration by the Fair Work Commission and comprehensive organisational change provisions.

A savings clause must be included to ensure that no employee has their pay reduced by the implementation of new classification structures or provisions.

#### Part B – Claims

##### Recruitment, retention and staffing initiatives

##### Wages and allowances

###### General

1. Salaries are to be increased by a minimum 3.25 per cent per year. If wages are below 'standard rates' an appropriate 'catch-up' payment to

meet standard rates over the life of the agreement must also apply.

2. The 'standard rates' for some benchmark classifications are as set out below (as at April/May 2017), with all other classification rates maintaining the appropriate relativity to these rates:
  - Grade 4A Year 2: \$1603 per week
  - EN PP8: \$1068 per week (\$1082 with nauseous allowance included and \$1110/\$1125 per week with 4 per cent medication endorsement allowance included)
  - PCW Grade 2 (WSG 6, Year 6): \$911 per week (\$924 nauseous allowance included).
3. The agreement will remove any wage differential for nurses between 'high care' and 'low care' facilities during the life of the agreement, resulting in a uniform nurse rate of pay at the 'high care' or equivalent rate.
4. The minimum classification for a registered nurse in charge of the facility in the off duty periods of the DON is to be Grade 5 Adjusted Bed Capacity (including all beds in co-located high/low/mixed care facilities), but not less than Grade 5, 51-200 beds and be titled "After-Hours Nurse Coordinator".

5. The nauseous allowance applicable to personal care workers and enrolled nurses will be incorporated into the base rate where this is not already the case at 38 cents per hour (\$14.40 pw).
6. The following classification structures will be included, where not already in the agreement:
  - **Revised Grade 2 RN structure** which has Grade 2 Years 1, 2 and 3 (based on current Grade 2 Years 2, 6 and 9) and clarification that Grade 2 positions must not be in charge of a section/unit or any other staff.
  - **Nurse Practitioners**, including NP Candidates, classified and paid at Grade 6 (candidate) and Grade 7 (Qualified), including bed number percentage.
7. **Enrolled Nurses:** A three level career structure for enrolled nurses, consistent with the public sector EN structure, with no barriers to progression other than experience within each of Levels 1 and 2. Level 1 is for an EN with notation and Level 2 is EN without notation.

Level 3 is an Advanced EN level for those satisfying advanced competencies and/or responsibilities.

EN Allowances previously payable (seniors and medication) will be absorbed into the new Level 3.

8. Progression for RNs/ENs – clarify that experience is based on industry experience (i.e. multiple employers, not only with the current employer) and that progression will occur after completion of 1080 hours of experience or one year (whichever occurs last).

Definition of “experience” be amended to ensure that overseas, interstate and industry experience is appropriately recognised when appointed to a new position.

9. **Personal Care Workers (however titled)**

The four level career structure for personal care workers will be amended to allow PCW Level 3 to apply to both Cert IV or a Cert III PCW with additional duties, or a nationally accredited medication awareness or medication assist course.

10. Each of the four levels will contain six experience increments based on years of experience, with experience to be from date of qualification or entry to the industry. All experience increment payments are to be increased by the percentage wage increases in each year where this is not already the case.

11. **Community Nurses and qualified Community Carers:** The agreement is also to apply to all community or home nursing operations where the employer operates both services. The RN classifications will be at Grade 4A for clinical work and Grade 5 as supervisor/coordinator.

The minimum engagement for all community carers must be two hours or more.

#### **Allowances and other payments**

12. Change of roster allowance. Any change of roster within seven days (other than employee initiated change which is agreed by the employer), for whatever reason, will attract the change of roster allowance.

13. Where not already the case, on-call allowance is to be a minimum of 5 per cent of the base rate per 12 hours or part thereof. Further, a minimum one hour payment at the appropriate overtime rate where the on-call employee is disturbed but can resolve the matter appropriately without the need for returning to the facility.

14. On public holidays, casual enrolled nurses and PCWs will be paid the casual rate, plus the public holiday rate that would apply to a permanent part-time worker.

15. The Leader Allowance will be increased 15 per cent and will apply where a PCW is in charge of an area/unit or is working alone (e.g. in a dementia unit).

#### **Staffing and change**

16. Each aged care facility (whether historically high care or low care) must ensure that:
  - a full-time registered nurse as Director of Nursing is on site at each campus of each facility
  - a Clinical Care Coordinator is on AM shift Monday to Friday
  - a minimum care staff skill mix is set out in the agreement having regard to the assessed resident nursing care levels
  - an RN is appointed as the After Hours Coordinator on all PM, night and weekend shifts (at Grade 4 or 5 depending on whether the facility is 61 beds or more) or, where an RN is unavailable, an EN Level 2 or 3 is appointed to be in charge (and paid an EN in charge of facility allowance).

17. In order to manage the residents’ care plans and delegate aspects of nursing and personal care to ENs and PCWs, in addition to the Director of Nursing and Clinical Care Coordinator (CCC) there will be a registered nurse on duty at all times on site at each facility. There will be at least one RN for each:

- **AM shift** – 1 RN for up to 30 residents – plus 1 RN for 31-44 residents, 2 RNs for 45–74 and 3 RNs for 75–104 residents

- **PM shift** - 1 RN for up to 59 residents– 2 RNs when 60-99 and 3 RNs for 100-139 residents
- **night duty** – 1 RN for up to 74 residents, 2 RNs when 75-124 and 3 RNs for 125-174 residents.

On weekends and public holidays there will be at least 1 RN for up to 40 residents on both the AM and PM shifts.

On all shifts, there must be at least one authorised enrolled nurse where there are more than 40 residents (and an additional EN without notation for each 40 residents or part thereof greater than 20).

In all facilities, regardless of the required skill mix above, there must be a minimum nurse/PCW staffing complement of:

- 1 staff to each 7 residents on AM shift
- 1 staff to each 8 residents on PM shift and
- 1 staff to each 15 residents on night shift.

Each enterprise agreement must contain a clear process for assessing and altering the skill mix in accordance with the acuity of residents.

#### **Education and career development**

18. All employees will have access to:
  - paid time at home to complete any on-line modules or units based on the recognised CPD length or nominal unit length, where an employer cannot provide adequate paid time or computer facilities at work
  - a minimum of four days paid conference/seminar leave per annum (pro rata for permanent part-time and regular casual employees)
  - a ‘day’ will be the employee’s normal shift length and conference/seminar leave can be taken on a day that the employee is not rostered to work
  - paid examination/assessment leave of 5 days per year for studies directly related to nursing (whether for RNs, ENs or PCWs undertaking postgraduate or undergraduate nursing studies).

19. A fair and transparent process for all leave applications will be introduced, and no leave application will be unreasonably refused.

### Work/life balance and leave

20. All nurses and PCWs will be eligible for not less than six weeks employer paid primary carer leave (for birth, adoption or placement of a child) and two weeks employer paid partner or secondary carer leave, including casual employees engaged on a systematic and regular basis. A person is a primary carer of a child on a day if the child is in the person's care and the person meets the child's physical needs more than anyone else.
21. Further, where not already the case the clause to be amended to provide that:
- paid primary carer leave is in addition to the Commonwealth PPLS contribution of 18 weeks at the minimum wage
  - a second or subsequent amount of paid primary carer leave will apply should there be a further birth while the employee is on parental leave
  - the employee can nominate how the paid primary carer leave is taken in conjunction with the 18 weeks minimum pay provided by the Commonwealth (e.g. the 18 weeks topped up to normal weekly rate of pay for the employee and the remainder taken at normal weekly rate)
  - superannuation will be paid while an employee is on paid primary carer leave
  - an employee eligible for maternity leave who gives birth to a stillborn child (after 20 or more weeks gestation) or the child subsequently dies, will be entitled to the full amount of paid primary carer leave. In this situation, the primary carer, whether this is the birth mother or another person, may return to work during the PPL period and remain eligible for primary carer leave pay

- where a pregnancy ends other than by the birth of a living child between 12 and 20 weeks gestation the employee is entitled to paid special maternity leave equivalent to the paid parental leave in the agreement.

22. **Long Service Leave:** nurses and PCWs to be entitled to:

- pro rata LSL on completion of 7 years of service where the employee's employment ends
- accrue LSL while in receipt of workers compensation payments (not only while in receipt of accident pay)
- removal of the provision that allows an employer not to pay LSL where an employee is terminated for serious and wilful misconduct.

23. An employee who is 55 years or older, or returning from primary carer leave, who wants to reduce their working hours (either as transition to retirement or to undertake family responsibilities for a significant period) can make a request to preserve LSL at the pre-reduction hours.

Such a request will not be unreasonably refused by the employer.

24. Where a casual employee becomes permanent, the employee's casual service to count as service, with each casual year of service to accrue LSL consistent with the State LSL Act accrual rate of 0.8666 weeks of LSL per year of service.

25. **Annual Leave:**

- nurses and PCWs, whether full or part time, to have access to 6 weeks annual leave where their work includes evening/night shifts and/or weekend work (including overtime) or they are on-call on weekends
- those nurses working in a higher classification for more than three months in a calendar year will accrue leave during that period at the higher duty rate.

26. Where not already provided, the employer is to provide:

- paid Blood Donor Leave to enable an employee to attend a donor centre located not more than ten kilometres from the workplace in work time, to donate blood on up to three occasions in each year; and
- paid Emergency Services Leave of at least three days per year for volunteer duties for CFA, SES or similar organisations at both local and state emergencies, with such volunteers not required to re-attend for work, without loss of pay, for 10 hours after completion of the volunteer duty.

### Personal leave

27. Evidence requirements for Carer's Leave will be evidence that would satisfy a reasonable person and include statutory declarations.

### Domestic or Family Violence Leave

28. In addition to other leave entitlements provision of support and paid leave of up to 10 days per year for employees experiencing domestic/family violence (as well as access to accrued personal leave entitlements).

### Trade Union and Health and Safety Representative Leave and resources

29. Appropriate resources, including desk and computer, email and internet are to be provided for Union Job Representatives and Health and Safety Representatives to enable them to undertake their role.
30. The employer to provide paid leave as follows:
- where an employee has been elected as a Union Job Representative or OHS committee member, up to three (3) days per year to undertake education and training about either industrial relations (including dispute resolution and disciplinary processes) or OHS issues

- the employer to permit an HSR to take such time off work with pay as is necessary or prescribed to attend OHS training courses approved by WorkSafe Victoria consistent with legislation
- Job Representatives and HSRs are to have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or other relevant matters, such as assisting with grievance procedures, attending committees, meeting with management etc.

## OH&S

31. Following an incident or injury affecting an employee, the employer is to take appropriate action to prevent further injury to employees, including conducting a worksite assessment and where practicable implementing workplace modifications to ensure a healthy and safe working environment for all employees.
32. Improve **Accident Make Up Pay** by:
  - including shift and weekend penalties, regular overtime and regular allowances in the calculation of the usual 38 hour week, so that the employee receives 100 per cent of pre-injury average weekly earnings; and
  - employer to be liable for increased make-up pay where there is partial incapacity and the employee's compensation payments are reduced.

## Redundancy and Job security

33. Redundancy payments to be improved to ensure any employee with nine or more years of service will receive not less than 16 weeks of pay.

34. Each agreement must incorporate an organisational change provision, including mandatory consultation with employees and written advice to the ANMF (Victorian Branch) before the implementation of change, the provision of all relevant information and written assessment of the impact of the change (including OHS impacts).

Such a provision will provide for compensation for partial loss of hours and salary maintenance for six (6) months where the change has resulted in any loss to the employee.

If the partial loss makes the position unsustainable then the employee to be entitled to a full redundancy.

## Reasonably regular and sustainable hours of work

35. All employees are entitled to reasonably predictable hours of work which will be agreed and documented at the commencement of employment.
36. All contracts of employment will reflect the number of actual rostered ordinary hours worked.
37. The minimum rostered shift length for an aged care nurse or carer (whether full-time or part-time or casual) will be four hours and for a casual three hours (two hours in community care).
38. Where not already the case,
  - all part-time employees must be entitled to request a regular review of working hours and any regular additional ordinary hours worked must be incorporated into their contracted hours, unless there is an exceptional reason (e.g. extra hours result from filling in for mat leave)
  - all casual staff who work regularly will be able to request conversion to permanent employment after six months.

39. A casual staff member will be advised in advance of the length of the casual shift and if it is changed or cancelled within 12 hours of the shift commencing the employer will pay the employee for 50 per cent of the length of the scheduled shift forgone (unless the change means a longer shift length).

## Disciplinary clause and performance management

40. Where not already the case, each agreement will include a disciplinary clause which will include a comprehensive process for dealing with both performance and misconduct matters, enshrining principles of natural justice and procedural fairness.
41. The agreement must specify that under the disciplinary clause no employee can be suspended without pay and that suspension on full pay will only apply to serious matters which warrant the employee not being present in the workplace while the investigation and/or disciplinary process is finalised.