

**Enterprise Bargaining 2016**  
**Log of claims for nurses and carers**

**VALUE RECOGNISE REWARD**

**Bupa Care Services**

**ANMF**

**Australian  
Nursing &  
Midwifery  
Federation**

VICTORIAN BRANCH

## Log of claims for nurses and carers

### Why this claim?

Victoria's aged care nurses and personal care workers employed in the private residential aged care sector provide specialist nursing care to vulnerable, frail and elderly people who often experience complex health and personal care needs that are characterised by combinations of acute and/or acute chronic conditions.

They provide nursing care for residents with long term chronic health conditions, as well as high level dementia and end of life/palliative care. Registered nurses supervise and delegate aspects of nursing care to personal care workers (however titled) who assist nurses in the provision of residential aged nursing care.

Registered nurses, enrolled nurses and qualified personal care workers strive to deliver excellence in nursing care to nursing home residents.

The number of registered nurses being employed in aged care homes is currently at record low levels and is consequently taking its toll on the quality and safety of resident care. Increasingly, enrolled nurses are being pressured to take on advanced practice roles beyond their educational competence and their scope of nursing practice consistent with their enrolled nurse registration.

Personal care workers are often inadequately educated, prepared and trained to undertake increasingly complex care roles. Career structures and rates of pay do not reflect these changing circumstances.

This inappropriate skill mix is exacerbated by low staffing numbers, meaning that nurses and personal care

staff struggle to provide residents with appropriate care, consistent with all elements of their assessed care needs in accordance with their funding models.

Another key reason for low levels of registered nurses being employed in the private and not-for-profit aged care sector are the lower wages, compared to their colleagues employed in the public and private acute aged care sectors.

Approved aged care providers struggle to attract, let alone retain, skilled aged care registered nurses to the sector, largely because of wage differences of around 10 per cent less than public sector nurses doing the same work, depending on their individual nursing classification. This situation will be exacerbated in Victoria with the 2019 move in the public and private acute sectors to NSW net public sector rates of pay.

Benchmarking of minimum staffing levels, a skill mix that is capable of meeting the assessed care needs of residents, and better wages are critical issues that will determine the quality of care that nurses and personal care workers can provide to Victoria's frail and elderly who can no longer live at home.

**This claim aims to address these crucial issues.**

### Part A – Maintenance of conditions

The new agreement must include any beneficial parts of:

- the current Bupa Care Services Enterprise Agreement;
- all applicable conditions of the pre-reform Awards (Nurses 2000 and HASA 1998) as in place at 31 December 2009;

- the Nurses Award 2010 and the Aged Care Award 2010;
- the National Employment Standards; and
- this log of claims.

### Part B – Current agreement maintenance

The new agreement is to be a four-year agreement containing all conditions contained in the existing agreement (except where varied by this claim), including a dispute resolution clause with full access to arbitration by the Fair Work Commission, organisational change provisions and existing agreed matters.

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

### Part C – Claims

#### Recruitment, retention and staffing initiatives

#### Wages and allowances

##### General

1. Salaries and classifications are to be comparable to salaries and classifications in the public sector of the Victorian nursing workforce, with a minimum 14 per cent wage increase over four years for those employers at standard wages (see point 2). If employers are below standard rates they will pay the 14 per cent plus an appropriate catch-up to standard rates over the life of the agreement.
2. As a minimum the benchmark point for wage increases will be the 'standard' rates (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 (\$1110 Nauseous Allowance included)
- PCW Grade 2 (WSG 6 Year 6): \$911 per week (\$924 Nauseous Allowance included).

3. Where not already the case the registered nurse in charge of an aged care facility in the off duty periods of the DON is to be titled "After-Hours Nurse Coordinator" and be paid at a minimum of 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.
4. The Nauseous Allowance applicable to personal carers and enrolled nurses under clause 18.3 should be incorporated into the base rate where this is not already the case at 39 cents per hour (\$14.80 pw).
5. Include a **revised RN classification structure** which is compressed to 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.
6. **Enrolled Nurses:** A Level 3 will be introduced for enrolled nurses which is consistent with the public sector EN structure, with EN Leader Allowance absorbed into the new Level 3.

#### **Personal Care Workers (howsoever titled)**

7. For PCWs at all Wage Skill Groups a seventh year of experience payment will be added, with experience to be from the date of qualification or entry to industry and all experience payments to be indexed by wage increases in each year where not already the case.
8. Include a PCW medication awareness allowance of 4 per cent for those having undertaken the approved training, but actual assistance with medication will be clearly limited to clinically appropriate circumstances.

9. **Community Nurses and qualified Community Carers:** All community or home nursing operations to be covered by the same agreement as residential aged care where the employer operates both services. The RN classifications will be at Grade 4A for clinical work and Grade 5 as supervisor/coordinator.

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

10. **Change of Roster Allowance**  
Any change of roster within 7 days (other than employee initiated change which is agreed by the employer), for whatever reason will attract the change of roster allowance.
11. In addition to On-call Allowance and minimum recall overtime, a minimum one hour payment at the appropriate overtime rate will be made where the on-call employee is disturbed but can resolve the matter appropriately without the need for returning to the facility.
12. In addition to the allowance above those staff working regular on-call shifts should receive additional leave at the rate of:
  - 1 day for additional day of annual leave for up to 10 on-call shifts
  - 2 days for 11-20 on-call shifts
  - 3 days for 21-30 on-call shifts
  - 4 days for 31-40 on-call shifts and
  - 5 days for more than 41 on-call shifts.
13. Senior/Leader Allowance and Qualification Allowance will be paid during annual leave, long service leave and sick leave.
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. Where a PCW is in charge of an area/unit or is working alone (e.g. in a dementia unit), the Leader Allowance will apply if paid separately and the allowance will be increased to 15 per cent.

#### **Staffing and change**

16. In addition to the Director of Nursing (or AHC in the out of hours) each Bupa facility must:
  - provide one EFT of Clinical Care Coordinator on AM shift Monday to Friday
  - provide an appropriate number of RNs on every shift to assess resident care needs and delegate aspects of nursing and personal care to appropriate numbers of ENs and PCWs, in accordance with the resident acuity
  - implement a minimum care staff skill mix determined in the agreement having regard to the assessed resident nursing care levels.
17. In addition to the Director of Nursing and Clinical Care Coordinator (CCC) there will be a 24 hour RN rostered to ensure a nurse presence on site at the facility. There will be at least one RN for each:
  - 30 residents or part thereof (15 or more) on AM shift – so 1 RN for 15-44 residents, 2 RNs for 45-74 and 3 RNs for 75-104
  - 40 residents or part thereof (20 or more) on PM shift – so 1 RN for 20-59 residents, 2 RNs when 60-99 and 3 RNs for 100-139 residents
  - 50 residents or part thereof (25 or more) on night duty – so 1 RN for 25-74 residents, 2 RNs when 75-124 and 3 RNs for 125-174 residents.

On weekend shifts and public holidays there will be at least 1 RN for each 40 residents or part thereof (20 or more) on both the AM and PM shifts.

On all shifts, in addition to the requirements re RNs, there must be at least one authorised enrolled nurse on each shift where there are more than 40 residents (and an additional AEN 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/carer 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.

18. 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.

#### Education and career development

19. All employees will have access to:
- where necessary, and employer cannot provide adequate paid time or computer facilities at work, paid time will be provided at home to complete any on-line modules or units based on the recognised CPD length or nominal unit length.
  - a minimum of five 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
  - access to free in-service education provided by the employer, in areas of mandatory nursing and carer education/training or compliance requirements

- paid examination/assessment leave of 5 days per year for studies directly related to nursing (whether for RNs, ENs or PCWs).
20. A fair and transparent process for all leave applications will be introduced including timelines for response, with no leave application to be unreasonably refused.
21. A Qualification Allowance for enrolled nurses will be introduced based on agreed nominal hours of study or instruction as an alternative criteria to the length of time taken to undertake the course and the percentages for the allowance will be 4 per cent (for nominal course time of 120 hours) and 7.5 per cent for nominal course time of 240 hours.

#### Work/life balance and leave

22. Further, where not already the case the clause to be amended to provide that:
- a second or subsequent amount of paid parental leave will apply should there be a further birth while the employee is on parental leave
  - superannuation will be paid while an employee is on paid parental leave
  - Annual leave, personal leave and LSL will accrue in relation to the period of BPPL
  - 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 maternity 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 parental leave pay.
23. **Long Service Leave:** Amend clause 38 to provide:
- prorata LSL on completion of 7 years of service where employee made redundant

- accrual of LSL while in receipt of workers compensation payments (not only while in receipt of accident pay)
  - deletion of the exemption of pro rata payment on termination because of serious and wilful misconduct.
24. Include in clause 38 a provision that an employee who is 55 years or more, or a nurse returning from primary carer leave, and who wants to reduce working hours (either as transition to retirement or to undertake family responsibilities for a significant period) can make a request to preserve LSL at their pre-reduction hours. Such a request will not be unreasonably refused by the employer.
25. **Annual Leave:** The following shall apply:
- nurses and PCWs, whether full-time 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 take any leave accrued during that period at the higher duty rate.
26. Paid time of at least three days for volunteer duties for CFA, SES or similar organisations at both local and state emergencies to be inserted in clause 39, with such volunteers not required to re-attend for work, without loss of pay, for 10 hours after completion of the volunteer duty.
27. 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.

## Personal leave

28. Carer's leave evidence requirements to be the same as those for sick leave.

## Family/domestic violence leave

29. Provision of support and paid leave of up to 5 days per year for employees experiencing domestic violence (in addition to access to accrued personal leave entitlements) and access to personal leave for those assisting a person employed by Bupa Care with a family violence matter.

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

1. 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.
2. 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, to a maximum of 15 days for each facility
  - the employer shall permit an HSR to take such time off work with pay as is necessary or as is prescribed to attend OHS training courses approved by WorkSafe Victoria
  - 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 hospital committees, meeting with management etc.

## OH&S

32. Introduction of agreed policies and procedures to prevent and manage OH&S hazards affecting nurses and personal care staff including safe patient handling, occupational violence and aggression, bullying and stress.
33. Improved 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
  - employer to be liable for increased make-up pay where there is partial incapacity and the employee's compensation payments are reduced.
34. A Safe Patient Handling Program consistent with the ANMF (Victorian Branch) policy to be included in the body of the agreement and dedicated appropriately skilled Safe Patient Handling Co-ordinator to be appointed at each facility (to be paid at Grade 4A Year 2 for nurses regardless of the employee's health qualification, or at WSG 11 for PCWs).

## Redundancy and job security

35. Redundancy payments at clause 12 to be improved to by dropping the reduction in redundancy pay to 12 weeks after 9 years.
36. All loss of working hours, less than 100 per cent, will attract a partial redundancy payment proportional to the loss of hours or salary maintenance for one year. If the partial loss makes the position unsustainable then the employee can seek a full redundancy.
37. Where a nurse suffers a reduction in hours or reduction in classification/grade and wishes to remain employed with Bupa Care they may elect to be salary maintained (at their regular wage including shift and weekend penalties) for six months rather than take a redundancy.

## Reasonably regular and sustainable hours of work

38. All contracts of employment will reflect the number of actual rostered ordinary hours worked.
39. Amend clauses 9.3 and 9.4 to provide that the minimum rostered shift length for a full-time or part-time aged care nurse or carer will be five hours and four hours for a casual nurse or carer.
40. In clause 9.3 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 maternity leave).
41. 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 the length of the scheduled shift (unless the change means a longer shift length).

## Disciplinary clause and performance management

42. Clause 42 must specify that under the disciplinary clause no employee can be suspended without pay and that suspension on full pay will only apply to very serious matters which warrant the employee not being present in the workplace while the investigation and/or disciplinary process is finalised.
43. Clause 42 should be expanded to include a performance management clause which sets out the process for performance improvement and clearly indicates when a performance issue moves from a support to a disciplinary process.