

EBA 2020. Better. Safer. Fairer.

Leading the way in mental health nursing reforms for all Victorians

VICTORIAN INSTITUTE OF FORENSIC MENTAL HEALTH REGISTERED AND ENROLLED NURSES ENTERPRISE AGREEMENT



EBA CAMPAIGN UPDATE 17 FRIDAY 19 AUGUST 2022

ANMF recommends a YES vote

Five-day ballot opens 9am, Friday 19 August

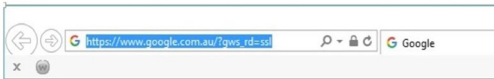
The ballot of all eligible employees to approve the proposed 2020-24 Forensic Enterprise Agreement will open at 9am, Friday 19 August and will close at 3pm, Tuesday 23 August.

Elections Australia is conducting the ballot.

ANMF is **recommending members vote early and vote YES.**

To vote follow these steps:

1. Either scan the QR code with your phone's camera or log your computer on to the internet and in the address bar at the top left corner of your web browser (not through a search engine such as Google) enter **myvote.com.au/vifm**




2. Enter your surname, employee number and date of birth then click on the submit button.

3. Click on either the YES or NO box then click on the submit button. Once you click on SUBMIT you cannot change your vote

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Update your details.

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Please note that your personal information is only used to check that you are eligible to vote and that you have not already voted. The way you vote remains secret.

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ANMF recommends nurses vote YES

ANMF is recommending members vote YES in this ballot. A yes vote will formalise the YES vote at the statewide members meeting on 5 January 2022.

ANMF held three members meetings, during the access period, on Monday 15 August and Wednesday 18 August to answer questions and explain the benefits of the agreement. Thank you to all of those members who attended these meetings.

ANMF encourages members who have questions relating to clarification about existing entitlements to make those type of inquiries to our Member Assistance service via our online form at anmfvic.asn.au/memberassistance

Please remember that, **while these new outcomes have been endorsed overwhelmingly by members, they do not become enforceable until the EBA has been approved by the Fair Work Commission.**

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What does the 2020-24 proposed EBA include?

ANMF encourages members to read EBA update 16, issued on 5 August 2022, outlines the key outcomes for members via anmfvic.asn.au/update16

The proposed 2020-24 Forensic Enterprise Agreement is available via anmfvic.asn.au/EBAforensicare

JOB REPS AND HRS ARE ENCOURAGED TO DISPLAY THIS EBA UPDATE ON WORKPLACE NOTICEBOARDS.

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VICTORIAN INSTITUTE OF FORENSIC MENTAL HEALTH REGISTERED AND ENROLLED
NURSES ENTERPRISE AGREEMENT



EBA CAMPAIGN UPDATE 16
FRIDAY 5 AUGUST 2022

VOTE YES: EBA ballot opens Friday 19 August 2022

As previously advised, Forensicare mental health nurse members overwhelmingly endorsed an Andrews Government EBA offer at a virtual state-wide meeting on 5 January 2022.

ANMF received notification that the agreement has been approved by the Andrews Government on 3 August 2022. The proposed agreement is now ready to be voted on.

What happens next?

The 2020-24 Forensicare Enterprise Agreement **ballot will open on Friday 19 August 2022.**

All employees covered by the agreement are eligible to vote. If the majority of those who vote, vote YES then an application for approval will be made to the Fair Work Commission (FWC), in accordance with the provisions of the *Fair Work Act 2009*.

If approved by the FWC, the agreement would become legally enforceable seven days later.

++ Ballot timeline

Access period: Thursday 11 August to Thursday 18 August 2022. This is the seven clear day period to view the proposed agreement. Employers will distribute the agreement with a key changes summary document to all eligible employees for the seven-day access period.

Members meetings: ANMF will hold virtual Forensicare-wide members' meetings during the access period to enable members to ask any outstanding questions relating to the proposed agreement. The meetings will be on the following dates (with notices and links to be sent shortly):

- Monday 15 August 2022, 9am (via Microsoft Teams)
- Monday 15 August 2022, 2pm (via Microsoft Teams)
- Wednesday 17 August 2022, 8pm (via Microsoft Teams)

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Update your details.
So you get the information that's relevant to you.
anmfvic.asn.au/memberportal

Ballot: opens 9am, Friday 19 August and closes 3pm, Tuesday 23 August 2022. Eligible employees will be able to vote electronically at any time during this period.

We recognise that this is a short timeframe to cast your vote. All parties agreed to a compressed ballot period to finalise the ballot as soon as possible and hopefully a successful YES vote. It will be an electronic ballot to ensure access and return of ballots can happen in an efficient way.

ANMF is recommending that members VOTE EARLY and VOTE YES. ANMF will send further voting information closer to the ballot.

The result will be declared following the ballot.

++ Information about the proposed 2020-24 enterprise agreement

ANMF would like to thank all our Forensicare members who have been involved since the start. Putting forward resolutions at our annual delegates conference, raising issues in your workplace and advocating for improvements to your current conditions and wages.

How did ANMF develop the log of claims?

The development of the members' log of claims was based on reference to a combination of sources, including:

- adopting achievements secured by ANMF in the general nurses and midwives agreement 2020-24
- previous ANMF claims – not achieved
- member consultation including motions discussed with members and brought to ANMF Annual Delegates Conferences by mental health Job Reps and Health and Safety Reps.

1. WAGES

a. Increased wages and allowances

This updated offer includes a 10.5 per cent wage increase over a four-year agreement, plus the one-off nurse alignment payment.

The proposed wage increases are:

- 1 July 2021 – 3%
- 1 July 2022 – 3%
- 1 July 2023 – 3%
- 1 July 2024 – 1.5%

The proposed agreement would expire in December 2024 to ensure it stays aligned with the mental health agreement which also expires in December 2024. The expiry date will also ensure it is aligned as close as possible with the general public sector nurses and midwives agreement which expires in April 2024.

b. 'Nurse alignment' payment

This further offer includes a one off 'nurse alignment' payment to be made at the start of the new agreement equivalent to three per cent dated back to 1 December 2020. This will be the same effect as a three per cent payment on your wages from 1 December 2020 to end of June 2021 and will be reflected in your leave entitlements and superannuation.

This payment will align Forensicare nurses' wages with those ANMF achieved in the general public sector nurses and midwives eight-year wages deal (2016-2024). A percentage increase is superior to a flat lump sum amount given the additional benefit that it is not only applied to your rate of pay but also to your other entitlements such as allowances and leave loading etc. It is also payable to casual employees.

c. RPN Grade 4 Year 1 uplift

RPN Grade 4 Year 1 will receive an uplift of \$50 to the amount of \$1950.00 in the 2020-2024 EA, to address the current anomaly between RPN Grade 3 Year 4 and RPN Grade 4 Year 1.

2. ALLOWANCES

d. Qualification allowance – Certificate IV TAE

From the commencement of the new 2020-2024 Agreement, a 3.5% allowance will be payable where the employer requires the employee to hold a current Certificate IV TAE. The new allowance will not apply to an employee who is already in receipt of a higher qualification allowance.

e. Advanced Diploma in Mental Health

The qualification allowance clause has been amended to recognise an Advanced Diploma in Mental Health as a relevant qualification for Enrolled Nurses to access a 4% qualification allowance.

f. Sole allowance – nursing

The Agreement contains a new clause providing that an RPN or EN who is the only person employed by the Forensicare in the classification of RPN or EN shall be paid, in addition to their appropriate rate, a Sole Allowance per week, as listed in schedule 2.

g. Change of roster allowance

From the commencement of the new agreement, a change of roster change allowance of 2.5% of the allowance rate (as defined) for changes notified between eight and 14 days, and 5% of the allowance rate (as defined) for changes notified seven days or less will apply in accordance with the amended clause.

h. Sunday night shift allowance

Operative as a trial commencing from FFPPOA 1 July 2024, the Sunday night shift allowance rate for permanent RPNs and PENs finishing on a Monday after commencing duty on a Sunday will increase to \$154.60 per shift.

The trial will end 13 pay periods after commencement, following which the parties will review the data on unscheduled absences on weekends and the effectiveness of the Sunday night shift allowance in addressing such absences.

By no later than 1 July 2022, the parties will implement a system through the Mental Health Industrial Implementation Committee (MHIC) to collect and share data on unscheduled absences on weekends and nights between themselves and the Department.

3. Additional staffing/EFT

a. Additional staffing – Schedule 11

As an outcome of bargaining for the 2020–24 Agreement, ANMF has reached agreement with HACSU on the final allocation of nursing EFT as part of ANMF's successful claim for additional prison nurses and this is contained in the proposed agreement at Schedule 11.

This is for the provision of the following additional FTE for nursing staff during the life of the agreement:

- 15.84 FTE for RPN2 year 10.
- 1.44 FTE for PSEN Level 2 year 7

SCHEDULE 11: ADDITIONAL STAFFING

UNIT	ADDITIONAL NURSING ALLOCATION
Aire	1 x AM shift – 7 days per week 1 x PM shift – 7 days per week
Erskine	1 x AM shift – 7 days per week 1 x PM shift – 7 days per week
Marrmak	1 x H shift – 7 days per week
St Pauls	1 x AM Shift – 7 days per week
AAU	1 x AM shift – 7 days per week 1 x PM shift – 7 days per week
Apsley	1 x AM or PM or H shift – 7 days per week
Barossa	1 x AM shift – 7 days per week 1 x PM shift – 7 days per week
Bass	1 x AM Shift – 7 days per week

b. MOU/Deed legally binding for all parties

In the first 12 months of the enterprise agreement, work will be undertaken by the parties and the Department of Health to map the staffing profiles in bed-based services and to record as a minimum staffing level for these services, subject to change through local agreements with the unions.

These minimum profiles and change arrangements will be recorded in a MOU between the Department, VHIA and both unions.

c. Designated Mental Health Director of Nursing

The 2020-2024 Agreement will provide for a designated Mental Health Director of Nursing (DON) for Forensicare (where they do not already exist). This clause has been drafted to ensure that this position is in addition to the Senior Psychiatric Nurse role.

4. Additional workforce measures

a. EN transition program

The 2020-24 Agreement will include a provision for a ten-day transition program for up to 550 enrolled nurses commencing in mental health allocated across the mental health services.

b. Retention – community rotation

Establishment of a process to enable workers in community and acute inpatient units to elect to work in an alternative setting to assist with retention of mental health staff.

c. Fixed-term employment

The 2020–24 Agreement will further limit the use of fixed-term employment to ensure it is not used for filling vacant ongoing positions, but rather for things like backfill of existing positions during parental leave and other extended leave.

d. Retention – graduate mental health nurses and postgraduate students

The 2020-24 Agreement will include a provision for graduate nurses and employees undertaking postgraduate studies with ongoing employment where suitable vacancies exist.

5. Classifications and Salary Structure

The 2020-24 agreement will contain the following changes to classifications and salary structure:

- a. Insertion of a framework to introduce and embed the Registered Undergraduate Student of Nursing (RUSON) and Enrolled Nurse Pre-qualification employment model.
- b. Inclusion of Mental Health Inpatient Clinical Nurse Consultant classification descriptor (RPN 5 CNC) in accordance with the agreed position description.
- c. Inclusion of a graduate support nurse classification descriptor.
- d. Inclusion of Aboriginal traineeship arrangements.
- e. Inclusion of a nursing Indigenous health cadetship clause to support the funding of this successful employment model.
- f. Inclusion of the newly formed position of Community Mental Health Engagement Worker classification descriptor in accordance with the agreed position description.
- g. Rename PSOs to 'Mental Health Officer' (MHO).
- h. Amendments to the existing Registered Psychiatric Nursing (RPN) and Psychiatric Enrolled Nurse (PEN) classifications to reflect modernisation work already completed (updated terminology).

- i. Referral of the following ANMF claims to the newly established Best Practice Employment Committee (BPEC) to assist with resolution over the life of the agreement:
 - Developing an advanced practice structure with classification descriptors aligned with a contemporary classification stream for liaison, clinical coordinators and advanced practice nurses, and associated translation arrangements.
 - Developing a clear pathway for Nurse Practitioner Candidates.
 - Reviewing existing RPN Classifications, with reference to contemporary practice, to ensure role clarification between different RPN classifications.
 - Reviewing existing Nurse Unit Manager (NUM) classification and role with the intention of developing a three level NUM structure having regard to agreed principles.
 - Development of a research classification stream for RPNs.

6. Back filling of leave arrangements and recruitment to vacant positions

The 2020-24 Agreement will contain a number of improvements to existing backfilling of leave arrangements and the process of recruiting to vacant positions, including:

- a. Introduction of a new provision facilitating the permanent appointment of an employee to a vacant position where, following recruitment of vacant position obligations, that employee has been performing higher duties in a vacancy for a continuous period of nine months.
- b. Improved provision outlining an agreed process to replace unplanned absences in bed-based services, and a new process for community mental health teams - outlined below.
- c. Introduction of a supplementary roster system – see explanation under 'rosters' below.

7. Community mental health

a. Nurse for nurse replacement – CMHTs

The new agreement includes a provision regarding nurse for nurse replacement in community mental health teams. This important achievement will require an employer to maintain a written record of nursing positions within community mental health teams and replace existing nursing positions in those teams when they become vacant. This may only be amended in specific circumstances, for example, the inability to recruit a nurse after a reasonable recruitment process or via the general consultation process where the employer will need to demonstrate the changes in needs of consumers and how the care needs will be met.

b. Backfill of unplanned absences

When considering backfill in community mental health teams employers must have regard to existing workload, team vacancies, and the availability of existing suitably trained employees, and will consult with team members and implement measures to mitigate any increase in workload if backfill is not provided.

c. Community mental health discipline mix

Referral to BPEC for the development of an appropriate clinical discipline mix comprised of a combination of nurses and health professionals to apply to community mental health teams, having regard to certain criteria to be determined by the BPEC.

8. Leave

a. Long service leave

The 2020-24 agreement will include a re-drafted comprehensive clause regarding long service leave (LSL) to reflect prospective resolution of pre-modern Award LSL entitlements. Under the re-drafted clause, all RPNs and ENs (whether full time, part time or casual) will have access to the full entitlement under the enterprise agreement (six months after 15 years).

The new clause will include access to pro rata LSL at seven years for all nurses phased in from July 2021 to July 2023, by which date access will be available at seven years instead of the current ten years. The staged introduction will be as follows:

- 1 July 2021 – 9 years
- 1 July 2022 – 8 years
- 1 July 2023 – 7 years.

The new clause will also align periods of unpaid leave that count as service with the Victorian Long Service Leave Act entitlements.

The new clause will importantly also provide clarification for the recognition of service for nurses moving between the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2020-2024, the 2020-2024 Mental Health Enterprise Agreement and this agreement.

The parties have agreed to work with Victorian Hospitals' Industrial Association to develop a guide to LSL entitlements.

b. Parental leave

The 2020–24 agreement contains an improved entitlement to parental leave and an increase in the quantum of paid primary carer leave and paid secondary carer leave.

The **qualifying period** for measuring paid parental leave has been reduced from 12 months service to six months service.

The **paid primary carer leave** will increase from the existing ten weeks' pay to 14 weeks' pay from 19 October 2021.

The **paid secondary carer leave** will increase from the existing one week pay to 2 weeks' pay from 19 October 2021.

The parental leave clause has also been varied to provide for:

- 20 “keeping in touch” days over a 24-month period
- capacity for an employee to seek to return to work earlier whilst on parental leave
- loss of pregnancy under 20 weeks gestation will become a ‘permissible’ matter for the purpose of accessing the full compassionate leave entitlement for the primary and non-primary carer on each permissible matter

- paid leave entitlement will be determined at time of birth to ensure right to paid leave occurs contemporaneously with the birth of the child.

From 19 October 2021, an employee who is on parental leave, including paid and unpaid parental leave, will continue to receive employer superannuation contributions as though the employee was still at work.

c. Annual leave

The 2020–24 agreement will contain improved annual leave entitlements for employees who are rostered to work on part of 10 weekends or more per year. This includes a clearer definition of ‘weekend worker’, ensuring the sixth week of annual leave to part-time employees who work weekends.

The **new test** for determining whether a nurse is a ‘weekend worker’ for the purposes of accessing the sixth week of annual leave can be summarised as follows:

1. a nurse who works rostered hours on part of ten weekends or more per year
2. weekends include Sunday nightshifts
3. where less than ten occasions are worked per year the employee is to be credited with a pro rata entitlement.

Existing employees getting the sixth week under the old test continue.

9. Other leave provisions

a. Special disaster leave

Employees unable to attend for work due to a disaster such as a fire or flood will be entitled to up to three days per year of paid leave (non-cumulative).

b. Voluntary emergency management leave

Employees will be entitled to up to two weeks paid time to undertake voluntary emergency service, such as the SES or CFA.

c. Defence service leave

An employee (full-time/part-time) undertaking defence force service will be entitled to make up pay for any pay lost when compared with payments received from by the Australian Defence Force subject to the process outlined in the provision.

d. Ceremonial leave

An employee will be entitled to substitute an existing public holiday to enable attendance at a NAIDOC event, subject to operational requirements.

e. Compassionate leave

The existing clause contains amended wording to increase employer discretion to provide compassionate leave for relatives not currently covered by the existing immediate family definition.

Compassionate leave can also be accessed where there has been a loss of pregnancy under 20 weeks gestation by the primary and non-primary carer.

10. Gender equity

The 2020–24 Agreement will include the following improvements and measures to better support and promote gender equity in the workplace:

- establishment of an industry-level standing committee of representatives, CEOs, the Unions and VHIA to review audit results and promote gender equity issues
- introduction of gender transition leave providing for up to 20 days paid leave (up to 48 weeks unpaid leave) for essential and necessary gender affirmation procedures.
- as part of the signed MOU, any future decision of government to introduce policy related to ‘reproductive health leave’ will be applied to the employees covered by the 2020–24 agreement and will be incorporated as an entitlement of the 2020–24 agreement at the next available opportunity.

11. Establishment of a Royal Commission Working Group (RCWG)

The 2020–24 agreement will as soon as practicable, but no later than three months after the commencement of the agreement, establish a committee with representatives of the unions, the Department of Health and VHIA to:

- identify recommendations of the royal commission which have implications for the operation of the agreement
- identify any amendments to the agreement necessary to give effect to the royal commission recommendations
- seek to reach consensus on any necessary amendments to the agreement.

12. Managing employee performance and conduct

The 2020–24 agreement will contain a new clause that updates the existing disciplinary clause, which will be titled ‘managing conduct and performance’.

The clause continues to apply the principles of natural justice and procedural fairness.

The clause has been varied to allow an employee to elect not to dispute or respond to the allegations made against them but to still raise matters in mitigation of any potential action from the employer. Importantly, the clause also provides that any proposed performance improvement plan must not be punitive in nature, for example by altering the employee’s classification, work location or hours of work.

The clause also includes new obligations on employers before they can terminate an employee during their first six months of employment – the qualifying period when employees are not protected against unfair dismissal under the *Fair Work Act*.

13. NEW alternative dispute resolution procedure

The 2020–24 agreement contains a new provision that empowers a newly appointed Independent Disputes Resolution Industry Panel (the Panel) to hear and determine disputes relating to classifications, and by mutual agreement disputes regarding underpayment of wages.

The Panel will be made up of a nominee of the union, a nominee of the VHIA and an independent chairperson agreed by the unions and VHIA. The new clause sets out the role, procedures and determinations of the Panel.

This alternative dispute resolution procedure has the potential to provide a less formal and quicker mechanism for resolving classification disputes and alleged underpayments (where agreed) with a determination of the Panel considered binding, subject to a limited appeals process to the FWC.

14. Consultation

The consultation clause has been amended to ensure roster changes that are not major changes still requires consultation.

The clause has been further amended to provide for greater clarity and improved process, along with a requirement to include proposed position descriptions as part of the change impact statement process.

15. Rosters and hours of work

a. Rosters – posting of rosters/change of roster allowance

The 2020–24 agreement will require an employer to implement a posted roster for on-call arrangements from the commencement of the Agreement.

An employee who is required to change their roster without 14 days’ notice (currently seven days) will receive a change of roster allowance of 2.5% of the allowance rate (as defined).

An employee who is required to change their roster without seven days’ notice will receive a change of roster allowance of 5% of the allowance rate (as defined).

b. Overtime and recall

The 2020–24 agreement will provide the following amendments and improvements to overtime and recall provisions:

- a request or direction made by the nurse in charge that an employee work overtime is to be deemed as an approved overtime. This provision has been included to prevent an employer from requiring the employee who works the overtime to obtain written authorisation from executive management for approval of overtime and will empower the nurse in charge of the shift
- any recall that occurs on a public holiday will not impact on the rostered off public holiday benefit
- all time spent travelling to and from the place of duty when recalled will be deemed to be time worked and attract the relevant overtime penalty
- an employee will be entitled to a paid 20-minute rest break after more than four hours of overtime.
- confirmation that overtime applies to casual employees.

c. Recall (without return to workplace) (non CATT)

From the commencement of the new agreement, if an employee:

1. was on-call for telephone advice or similar before a rostered shift; and

2. during the preceding eight hours had:
 - a. exceeded two hours work (rather than the time paid): or
 - b. had three or more recalls over a period of four hours or more, and

the employee is due to commence their rostered shift within 4 hours of the completion of the last recall, the employer will:

1. not require the employee to resume or to continue to work without having had ten consecutive hours off duty without loss of pay for rostered ordinary hours, or
2. pay the employee at the rate of double time until released from duty for ten consecutive hours, without loss of pay for rostered ordinary hours occurring during such absence.

d. Meal breaks

The 2020–24 agreement will provide clarification of existing entitlements relating to rest and meal breaks and the inclusion of ‘crib-time’ arrangement, including:

- strengthened provisions requiring payment for a meal break that was unable to be taken and/or an employee is not allowed to leave the ward or unit area for their meal break.
- in circumstances where employees are regularly unable to take their meal break (including being unable to leave the ward or unit area for their meal break) a mandatory crib time arrangement will operate which entitles an employee to a paid meal interval for not less than 20 minutes to commence between three hours and five hours of duty.

e. Fixed roster agreement

The 2020-24 agreement will contain a provision that will facilitate an employee making a written request to the employer to have a roster fixed by mutual agreement where the employee can demonstrate a regular and systematic pattern of work (as defined). The employer will not unreasonably refuse a request for a fixed term where the requirements of the provision are met.

f. Supplementary roster

In addition to the published roster required to be posted, under the 2020-24 agreement, an employer will be required to maintain a supplementary roster. The supplementary roster facilitates additional shifts worked on a voluntary basis and will:

- a. display vacant shifts, at a point in time, which employees can nominate to work; and
- b. contain a ‘stand by’ facility where Employees wishing to work extra shifts can nominate the days/shifts they wish to work should such vacancies arise in the normal roster.

Vacancies that arise in the normal staffing roster will, as far as possible, be filed through the supplementary roster.

16. Improvements to occupational health and safety (OHS) and occupational violence and aggression (OVA) provisions

a. OVA – post incident support

The 2020–24 agreement will require an employer to improve the support it provides to nurses and midwives following an incident.

This will include:

- access to post incident support services
- appropriate action to prevent further injury to employees
- conducting an incident investigation in a timely manner and implementing workplace controls to prevent a recurrence
- providing information regarding the employee’s rights including workers compensation claims and reporting to police.

b. OVA reporting

The 2020–24 agreement will require an employer to provide to the OVA committee (which will continue to have a mandated requirement for ANMF representation):

- data relating to code grey and code black matters and other alerts relating to the risk and violence
- the number of reported incidents of OVA
- the number of incidents that have resulted in an injury to staff/patient/visitors, and
- the number of incidents that have resulted in property damage
- systemic recommendations and actions concerning risk management and OVA.

The clause has also been amended to include OVA as a standing agenda item at workplace implementation committees (WICs).

c. OHS – education for managers

Employers will be required to ensure that nursing managers and supervisors receive education and the support to ensure:

- OHS risk assessments are undertaken
- OHS incident investigations occur
- employees are properly consulted on OHS issues.

d. OHS – HSR elections

The 2020–24 agreement will require employers to provide in writing to the ANMF within 28 days of receiving a written request from ANMF a copy of the designated work group list and the names of the Health and Safety Reps for each designated work group.

e. OHS – code grey

Employers will ensure that sites with an acute inpatient unit have an adequately staffed code grey response in operation.

17. Professional development

The 2020-24 agreement contains the following clarification and changes to strengthen and improve access to professional development for nurses:

- Existing professional development entitlement to be made available to support state government initiatives to improve workforce development of priority areas of nursing care
- any education that is a mandatory requirement from an employer must be provided in paid time, including for casual employees and not require any part of an employee’s existing professional development leave to be utilised.

18. Additional variations to the 2020-24 agreement

a. Base employment campus – relocation payment

A new clause will be introduced to address the circumstances arising where an employer requires an employee to relocate from one campus to another location to undertake their duties. The clause does not permit an employer to relocate an employee but sets out compensation where such circumstances arise.

The clause provides for payment where an employee is required by the employer to relocate from their base employment campus before or during a shift, temporarily or permanently.

- Within rostered shift – paid time and vehicle allowance
- Outside rostered shift – vehicle allowance and travel time allowance, if additional travel time exceeds 15 minutes, and reimbursement for additional costs – e.g. car parking.
- Temporary relocation – actual cost up to \$1,900
- Permanent relocation – actual cost up to \$1,900

b. Psychiatric clinical nurse specialist

The 2020–24 agreement includes a new provision providing for portability of P/CNS classification from one employer to another employer within the same specialty/clinical area.

The new employer will advise the transferring P/CNS of the next P/CNS advertising period and if the employee applies for P/CNS and is successful, the employee will be back paid at the P/CNS rate from the date of commencement in the role with the new employer.

c. Portability of personal leave

The personal leave clause has been amended to provide clarification that an employee who transfers from employer A (a recognised institution under the Agreement) to employer B (Forensicare) but who remains engaged as a casual employee with employer A will be entitled to transfer their accrued personal leave to employer B (subject to the existing cap contained with the 2020–24 agreement). A statement of service is to be made available.

d. Biometric time keeping

An employer will be required to mitigate or avert the impact on an employee with a genuine difficulty in complying with a requirement to utilise biometric technology. This clause will apply to any or new existing biometric technology and any new or existing employee.

e. International experience

A new clause has been included to confirm when previous experience is counted for internationally qualified nurses, in line with the new Nursing and Midwifery Board of Australia requirements.

The parties have also agreed the following additional matters:

- superannuation clause updated to reflect statutory changes. Employer superannuation to be calculated and paid fortnightly where existing systems have the capacity. Future implementation of new systems to incorporate this requirement

- amendments to the existing meal allowance clause to clarify entitlement
- employers will be required to ensure that an updated letter of appointment is provided to an employee where their employment arrangements change
- Forensicare will be required to maintain and apply a demand escalation policy in accordance with the new clause, no later than 6 months after the commencement of the agreement
- amendment to redundancy and entitlements clause requiring employer to give priority to existing employees in the context of a 'spill and fill'
- new clause to facilitate casual conversion
- clarification of casual employee definition
- clarification of requirement to establish local MHWIC and reschedule cancelled meetings.
- inclusion of provisions outlining employers statutory pay slip obligations, including that pay slips provided by an employer must list all deductions and the reason for the deduction
- amendments made to relevant clause to capture that RPN Grade 5 will have access to 'Saturday and Sunday work', 'higher duties allowance', 'shift allowances', and 'overtime' when undertaking direct care clinical work
- new provision for individual flexibility arrangements (IFAs)
- amendment to the payment on termination provision to ensure employees who resign at their own initiative are paid any outstanding amounts owing to them on their next ordinary pay day
- inclusion of provision regarding private car use by employees – employees can only be directed to use their private car for work purposes where it forms part of contract of employment or agreed in writing.

Members with any queries in relation to this matter are requested to contact the ANMF via: records@anmfvic.asn.au (email subject line: Forensicare EBA Ballot)

JOB REPS AND HSRs ARE ENCOURAGED TO DISPLAY THIS EBA UPDATE ON WORKPLACE NOTICEBOARDS.