

# Victorian Private Sector Aged Care - Collective Bargaining Agreement 2008 Log of Claims

## Quality and Dignity

Victoria's aged care nurses and qualified personal care workers care for frail and elderly residents who often have complex combinations of chronic/terminal illness and dementia. These residents require and deserve the expert nursing care of Division 1 and 2 registered nurses and qualified personal care workers but they do not always receive it.

The number of registered nurses working in aged care facilities is at record low levels and this is taking its toll on the quality and safety of

resident care. In 1997 the average ratio of registered nurses to residents was one registered nurse to 30 residents across all shifts. Today staffing can be as low as only one registered nurse to every 60 residents during the day and one registered nurse to between 90 and 120 residents at night.

Low staffing levels and an inappropriate skill mix mean nurses struggle to provide residents with appropriate care. Despite this all aged care facilities can still meet the Federal Government's accreditation standards because those standards do not require minimum staffing levels.

Another key reason for low levels of registered nurses employed in the private and not-for-profit aged care sector are the poor wages. Facilities can't recruit enough registered nurses because of wage differences of around 20 per cent less than public sector nurses doing the same work.

Benchmark minimum staffing levels, funding accountability and better wages are critical issues that will determine the quality of care that Victorian nurses can provide to our frail and elderly who can no longer live at home.

This claim aims to address these crucial issues.

## Part A - Award Maintenance

The new Agreement will ensure the protection of all legally permitted conditions contained in the applicable awards (except where varied by the existing Agreement or this claim), to be enforceable as provisions of the new Agreement.

## Part B - Current Agreement Maintenance

The Agreement is to be a new four year Agreement containing all legally allowed conditions contained in the existing Agreement (except where varied by this claim), including a dispute resolution clause with full access to the AIRC, organisational change provisions and existing agreed matters.

Where not already in place a savings clause will be introduced, in particular to ensure that no employee has their rate of pay reduced by the implementation of new classification structures.

## Part C - New Claims

### 1. Recruitment, Retention and Staffing Initiatives

#### Wages and allowances

##### General

a) Salaries and classifications are to be comparable to salaries and classifications in the public sector of the Victorian nursing workforce, with a minimum 20% wage increase over four years.

b) The 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.

A savings clause for Grade 5 will be introduced.

c) Incorporate the Nauseous Allowance into the base rate where this is not already the case.

d) The following classification structures will be included where not already in Agreements:

RN Grade 1 – Div 2 years 1 - 8

Division 1 – Nurse Unit Manager Levels 1, 2 & 3

PCWs – an additional year of experience payment, with experience to be from

date of qualification or entry to industry, not years in the facility.

e) Permanent Night Duty Allowance to apply to all night duty shifts.

f) On-call Allowance to be increased to 5% of the base rate per 12 hours or part thereof.

g) All regular penalties and allowances will be paid during periods of sick leave or long service leave.

h) Senior and Qualification Allowances will be paid during annual leave and sick leave.

i) Costs associated with police checks will be the employer's responsibility, with police check results remaining with the employee, and an agreed process reached.

j) December 25 and 26 and January 1 and 26 will be treated as public holidays for all purposes for those working on those days.

k) Where there are one or more increases in funding by the Commonwealth Government (in addition to current recurring fee increase arrangements) for either:

i) a specific increase to fund higher pay rates for nursing staff; or

ii) particular designated funding increase(s) to raise the level of operational funding for aged care



then the rates in the new Agreement will be increased in consultation with the ANF, based on the quantum of the increases in the funding provided.

## Division 2

- l) A new classification of Advanced Division 2 nurse will be created, with the rate to incorporate Senior Allowance and to be at least 12.5% above Div 2, year 8.
- m) Progression for Division 2 nurses between pay point years is to be based solely on years of experience from date of qualification consistent with Division 1 nurses and public sector Division 2 nurses.
- n) A Division 2 nurse entering the workforce who has completed:
  - the Certificate IV entitling them to endorsement to administer medication is to enter at Division 2, year 2 and receive the Medication Endorsement Allowance.
  - the Diploma is to enter at Division 2, year 3.
  - an Advanced Diploma competency relevant to their area of practice will receive the Senior Allowance.

An existing Division 2 nurse who is endorsed and has completed the intravenous medication qualification will receive the Senior Allowance, in addition to the Medication Endorsement Allowance.

- o) A new in-charge allowance of \$70 per shift (indexed in line with percentage movements in base rates of pay) for Division 2 nurses who are team leaders or otherwise in charge, in addition to any other applicable salary or allowance.
- p) Division 2 nurses will receive the Medication Endorsement Allowance for all hours worked as a percentage of their applicable pay level for medication endorsement, whether education occurred pre or post registration.
- q) On public holidays casual Division 2 nurses and PCWs will be paid the casual rate plus the public holiday rate which would apply to a permanent part-time worker.

## Staffing and Change

- r) Each facility must provide:
  - a full-time Director of Nursing on site at each campus of each facility
  - a minimum of 4.5 hours of registered nursing care per resident per day
  - a minimum skill mix determined in the Agreement having regard to the resident care levels
  - a staffing level that is safe for residents and staff.

In addition to the Director of Nursing there will be 24 hour Division 1 nurse cover on-site where there are one or more residents receiving a high level of care.

- s) Each Agreement must incorporate an organisational change provision, including mandatory consultation with employees (and their representative of choice where

requested) before the implementation of change, the provision of all relevant information and written assessment of the impact of the change.

## Superannuation

- t) Improvements to superannuation which include:
  - i) compulsory employer contribution will be increased to 10%
  - ii) Superannuation will be paid to all employees, regardless of age or income.
  - iii) A superannuation choice clause that ensures a health industry fund is the default fund and continuing access to Health Super and HESTA.
  - iv) Superannuation contributions, including salary sacrifice payments, superannuation guarantee levy (SGL) and voluntary contributions, will be enforceable as part of the agreement.
  - v) The employer must within 28 days of the month in which they accrued, remit all superannuation payments including SGL, voluntary contributions, salary sacrifice and salary packaging.

## Education & Career Development

- u) Provisions will be included in each Agreement which encourage and facilitate:
  - existing PCW employees who wish to undertake Division 2 nurse training to do so
  - existing Division 2 nurses to undertake education to enable medication endorsement
  - existing Division 2 nurses who wish to undertake Division 1 training.
- v) All employees will have access to:
  - paid post registration and post graduate study leave of 4 hours per week per semester to undertake tertiary nursing studies
  - A minimum of five days paid conference/seminar leave (pro rata for permanent part-time and regular casual employees)
  - paid examination leave for studies directly related to nursing.

A fair and transparent process for all leave applications will be introduced.

- w) Paid study leave will be provided to:
  - a Division 2 nurse undertaking a course of study for:
    - o undergraduate Division 1 education
    - o medication endorsement
    - o gap training for any changes to the medication endorsement qualifications
  - a PCW undertaking a course of study leading to registration as a Division 1 or 2 nurse.
- x) An incremental structure and wages will be introduced for Division 2 trainees.
- y) Upon successful completion of a course of study and the gaining of the qualification the contract of employment will be up-

graded to reflect that new qualification and all hours worked will be paid at the appropriate pay level for that new qualification.

- z) Where not already applying, a Division 1 nurse who completes additional recognised tertiary education beyond the minimum necessary for registration will receive a Qualification Allowance at the following additional percentage of base rate:
  - o graduate cert (or equivalent) 4%
  - o double degree 4%
  - o 4 year degree 4%
  - o honours degree or postgraduate diploma 6.5%
  - o masters entry 7.5%
  - o PhD 8.5%

further, the Qualification Allowance for Division 2 nurses will be based on agreed nominal hours of study or instruction rather than the length of time taken to undertake the course.

## 2. Work/life balance & leave

- a) All nurses and PCWs will be eligible for:
  - not less than 14 weeks paid maternity/adoption leave and 2 weeks paid paternity leave
  - Up to 24 months unpaid parental leave
- b) Nurses and PCWs will be entitled to pro-rata LSL on completion of 7 years service.
- c) Where not already the case an employee can choose to take half/double LSL time at the corresponding rate of pay.
- d) All nurses and PCWs, whether full or part time, will have access to 6 weeks annual leave where their work includes evening/night shifts or weekend work (including overtime) or they are on-call on weekends.
- e) Paid time for nurses or PCWs performing volunteer duties for CFA, SES or similar organisations, and not to be required to re-attend for work, without loss of pay, for 10 hours after completion of volunteer duty.
- f) All employees will have access to a scheme to enable the purchase of additional leave (48/52).
- g) A further qualifying period and/or probationary period is not to apply to an employee affected by a transmission of business.
- h) Improved accident make-up pay (from 39 weeks to 52 weeks) and include penalties and regular allowances in calculating the make-up pay.

## 3. OH&S

- a) Bring the Agreement into line with Victorian legislative changes in OHS and workers compensation
- b) Introduction of agreed principles and processes to prevent and manage OHS hazards affecting nurses including no-lift, violence, bullying and stress.