



Royal District Nursing Service Nurses Respect our work.

EBA 2011

2011 RDNS log of claims

The 2011 Log of Claims is an opportunity for RDNS to make significant and practical improvements to RDNS nurses' ability to care for the community. The 2011 Enterprise Agreement is much more than an industrial instrument because the outcome is inextricably linked to RDNS nurses' ability to provide care to clients.

To ensure a competitive and viable RDNS workforce nurses' wages must keep pace with their public sector colleagues.

The Log of Claims is about protecting the Victorian public and not substituting RDNS nurses with other

workers. The Agreement provides an opportunity to ensure that the career structure reflects the current workforce and the workforce of the future. RDNS nurses perform a variety of vital services including home and community nursing, community health services and DVA clients. It is also an opportunity to ensure that the changes in education, for example enrolled nurse education, are reflected in the career structure with associated remuneration.

The Enterprise Agreement is an opportunity to assist with the recruitment and retention of an experienced RDNS nursing team. Over the past decade the Victorian community has benefited

greatly from the participation of the RDNS workforce. This can only be sustained with the incorporation of these claims in an Enterprise Agreement.

Victoria's growing population demands more choice for home and community nursing and healthcare services. Meeting the challenges ahead will require a commitment to improve RDNS nursing wages, staffing levels and working conditions. This will ultimately translate into better provision of RDNS services to clients and the community.

On behalf of our members employed by the Royal District Nursing Service, the Australian Nursing Federation (Victorian Branch) seeks:

A new Agreement to apply until 1 July 2015.

The new Agreement to contain all conditions contained in the Royal District Nursing Service, Australian Nursing Federation, Health Services Union and Staff Collective Agreement 2007-2011 (except where varied by this claim), including terms and conditions contained within Nurses (Victorian Health Services) Award 2000, where those conditions are better than those contained within the Nurses Award 2010 or the National Employment Standards ('NES') insofar as they relate to matters pertaining to the employment relationship between RDNS and the employees engaged in classifications covered by the Agreement insofar as such matters are neither objectionable nor prohibited.

The new Agreement to apply common (non-salary) conditions for Registered and Enrolled Nurses (ENs) and Health Aides (however titled, for example Nursing Assistant or Community Care Aide), with no overall reduction in conditions for any employee.

Include a savings clause to ensure no employee is worse off as a result of the Agreement coming into effect.

1. Wages

- 1.1 Minimum 18.5% increase in wages and allowances comprising an initial average increase of 8% to apply from the first full pay period on or after 2 November 2011 and 3.5% increases to be applied on each 2 November of 2012, 2013 and 2014 with the aim being parity with Nurses in the Victorian Public Sector.
- 1.2 Superannuation – compulsory employer contribution to be increased to 12% over the life of the Agreement and payable to all nursing employees, regardless of age or income. The increases shall be by 1% annually on each 2 November commencing in 2012.

2. Allowances

- 2.1 In addition to the night duty allowance, an employee who commences night duty on a Sunday to be paid the Sunday rate of pay for all hours worked on that shift, provided that if the Monday immediately following is a Public Holiday, all hours worked on that Monday are to be paid at weekend Public Holiday rates.
- 2.2 Provide a single night duty allowance for all employees, with the single rate to be \$30 above the current allowance paid for permanent night duty.
- 2.3 Qualifications Allowance to:
 - a. apply to any employee who gains an additional recognised tertiary/higher education qualification beyond the minimum necessary for registration (including one that is achieved as part of undergraduate training such as Honours or Double Degree)
 - b. be paid on all hours worked, including overtime and recall
 - c. be on a new scale as follows:
 - i. Graduate Certificate/Advanced Diploma 6%
 - ii. Graduate Diploma/Double Degree/Honours or 12 month (EN only) certificate 7.5%
 - iii. Masters 9%
 - iv. PhD 10.5%
 - d. be payable from the date of appointment once evidence is provided, including evidence provided during the recruitment process, and to be reflected in the Standard Letter of Appointment.
- 2.4 Where an existing employee is required to obtain a Certificate IV (such as a Cert IV in Training and Assessment) and/or regularly

update that qualification in order to undertake their duties, the costs shall be met by RDNS.

- 2.5 Costs associated with mandatory checks (e.g. police and Working with Children checks) to be paid by RDNS where not already paid and the mandatory check document is to remain in the possession of the employee.
- 2.6 Change of shift provisions for ENs and Health Aides will continue in accordance with the terms of the current Agreement including incorporated terms.
- 2.7 Change the Uniform and Laundry Allowances to:
 - a. A flat amount of \$600 per year (increased annually by percentage wage increases) for full-time employees and pro rata for part-time employees to compensate for the purchase and laundering of work-related clothing by the employee. This will be paid where RDNS does not provide work/corporate clothing at no expense to the employee. This payment will be made, regardless of whether RDNS requires the employee to wear a uniform.
 - b. Where RDNS requires a specific uniform or corporate clothing to be worn, RDNS will provide, at no cost to the employee, a minimum of five tops/dresses and three pants/skirts/culottes/trousers, a cardigan/pullover and, in the case of clinical staff required to work outdoors or on community visits, a light shower-proof jacket. These will be replaced on a biennial basis unless subject to earlier replacement due to 'wear and tear' or becoming unfit for purpose. Where RDNS is not responsible for laundering, a laundry allowance of \$180 per year will be paid (pro rata part time).

Provided that any benefit applicable through the RDNS corporate wardrobe and dress code policy/procedure SP-B08 is not reduced.

3. Overtime

- 3.1 Enhanced overtime payments for weekends, public holidays and casuals:

Day	First 2 Hours	Thereafter
Weekday	Time and a Half	Double Time
Weekend	Double Time	Double Time
Public Holiday	Triple Time	Triple Time and a Half
Weekend Public Holiday	Triple Time and a Half	Quadruple Time

- 3.2 Overtime for RDNS casual bank staff to apply consistently with part-time employees and to be calculated on the casual rate of pay.
- 3.3 The overtime meal allowance to apply to all overtime Monday to Sunday inclusive.
- 3.4 A 100% loading rather than 50% loading where a meal break cannot be taken.
- 3.5 Work done in excess of the rostered shift length shall be paid as overtime.

4. Classifications

- 4.1 The Grade 5, 6 and 7 minimum rate to be increased to restore relativities with the Centre Manager classification where applicable.
- 4.2 Clinical Practice Leader positions will be appointed as Clinical Nurse Consultants to the specialty areas listed and be responsible to a Director of Nursing for Clinical Nurse Consultant activities across a Clinical Practice specialty. These appointments are to be ongoing with initial appointments to occur within the first six months of operation of the Agreement:
- Diabetes
 - Palliative Care
 - Aged Care
 - Wound Care
 - Continence
 - Homelessness
 - HIV
 - Medication Management
- 4.3 A new career structure for ENs reflecting the changes in educational preparation and associated increase in scope of practice and which incorporates Medication Endorsement Allowance and Senior Allowance into the base rate.
- 4.4 The proposed structure will be three levels (each containing increments for years of experience) that absorb the current Seniors Allowance, Medication Endorsement Allowance and 6 month (4%) qualification allowance:
- Level 1 - Will apply to ENs without medication endorsement.
 - Level 2 - Will apply to those with medication endorsement or post registration qualifications (equivalent to a 6 month course).

- Level 3 - Those who meet the criteria for Level 2, and meet a revised criteria based on experience and competency. ENs currently in receipt of a Seniors Allowance would translate to Level 3, while those who also have medication endorsement would receive higher increments.
- 4.5 An EN who completes an undergraduate course which leads to registration and is subsequently registered as an RN will commence at the Grade 2 increment immediately above the rate of pay including Seniors Allowance and/or qualification allowance (where applicable) applicable to that employee.

5. Classification Disputes

All nurses and Health Aides must be classified in accordance with the Agreement.

- 5.1 Any position within RDNS that requires or utilizes the skills and/or knowledge of a nurse must be filled by a nurse, and classified and paid in accordance with this Agreement.
- 5.2 RDNS must only offer employment within the Classification Definitions and Classification in Grades contained within the Agreement.
- 5.3 If a proposed role has a different title/role than those provided for in the Agreement RDNS will consult and reach agreement with the ANF before advertising or appointing to the position.

6. Rosters

- 6.1 Continuation of access for all employees to the 8:8:10 roster.
- 6.2 No employee to be rostered to work a night duty shift immediately prior to commencing leave, or rostered to return to work on a night duty shift (unless by request of the employee).
- 6.3 Include all applicable provisions from the Rosters clause (23) of the Nurses (Victorian Health Services) Award 2000.

7. Professional Development

- 7.1 All employees to be entitled to 10 days of paid leave each two years to prepare for and undertake assessments, assignments and examinations.
- 7.2 All full-time employees be granted an annual continuing professional development/ education allowance of \$1000 for those employed at or within a radius of 100 kilometers of the Melbourne GPO and \$1500 for those working outside a radius of 100 kilometers of the Melbourne GPO, pro rata for part-time employees.
- 7.3 Additional study and endorsement retention leave (12 days per year) for Nurse Practitioner Candidates and Nurse Practitioners.
- 7.4 All absences arising from Professional Development/Conference/Seminar, Exam and Study leave must be backfilled.

8. Parental Leave

- 8.1 All employees to be eligible for not less than 14 weeks paid maternity/adoption/permanent carer's leave and 2 weeks paid paternity/partner leave, specifically including casual employees engaged on a systematic and regular basis. Further, the clause to be amended to provide that:
- "continuous service" provisions will apply in the same manner as it applies for annual leave and long service leave.
 - A second or subsequent amount of paid parental leave will apply should there be a further birth while the employee is on either paid leave or unpaid parental leave.
 - The employee can nominate how the paid parental leave provided by the Agreement is taken in conjunction with the 18 weeks minimum pay provided by the Commonwealth (e.g. the 18 weeks may be topped up to normal weekly rate of pay for the employee and the residue taken at normal weekly rate).
 - The leave is available for primary carers (as defined in the Commonwealth Paid Parental Leave Scheme) and for permanent carers where a permanent care order is made by the Children's Court.
 - A week's salary will include the ordinary time rate of pay plus regular loadings, penalties and allowances.
 - An employee who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to the full amount of paid parental leave. In either of these circumstances, paid partner leave/primary carer leave will also apply.
- 8.2 An employee will be entitled to up to 10 days special paid pregnancy related illness leave, separate from their personal leave accrual, which is non-cumulative and subject to the same evidence rules as personal leave.

9. Long Service Leave

- 9.1 Employees to be entitled to take Long Service Leave pro rata on completion of seven years service, and, in any case, as soon as they become entitled to leave.
- 9.2 Improved access for employees to take double time/half pay or double pay/half time long service leave.
- 9.3 Employees can take long service leave in periods of no less than one week duration.

10. Annual Leave

- 10.1 The sixth week of annual leave to also be applicable to all non-casual employees, whether full or part time, who work any hours on weekends (including overtime or on-call).

- 10.2 An employee who reduces their hours of employment shall have their annual leave accrual at the time of the reduction in hours preserved. At the request of the employee, on each subsequent period of annual leave taken, the employee may be paid the number of annual leave hours per week of annual leave taken, at the number of hours worked before the reduction, until the preserved amount is exhausted. All payments of accrued leave in these circumstances will be paid a loading of 17.5%.
- 10.3 Annual leave loading will be paid on termination or resignation.
- 10.4 Annual leave that accrues during any 12 month period in which three or more months of higher duties have been undertaken or for any periods of higher duties undertaken on weekends shall be adjusted pro rata to reflect the higher duty period, provided that where an employee has been in receipt of higher duties in more than one classification the proportional leave entitlement will be based on the highest classification higher duty rate.
- 10.5 Improved access to annual leave with all periods of approved annual leave to be fully backfilled for clinical positions as well as ensuring that all periods of annual leave are uninterrupted.

Personal Leave

- 11.1 Where an employee accesses personal leave while on annual leave or long service leave for more than 2 days on which she/he would otherwise have worked and immediately forwards to RDNS a certificate of a registered health practitioner or other satisfactory evidence, then the number of ordinary working days exceeding two in the certificate or other evidence shall be deducted from any personal leave entitlement standing to the employee's credit, and the remainder shall be re-credited to her/his annual leave entitlement.
- 11.2 Provide for five (5) days of paid Elder Care leave and up to 10 days of unpaid Elder Care leave per year in addition to Personal Leave, accessible where the employee is the primary carer for a frail elderly parent/s or others within the definition of immediate family or household, in circumstances where there is a medical, transitional care or other emergency requiring the attention of the employee.

12. Public Holidays

- 12.1 Ensure that public holiday penalties and rostered off provisions apply on all public holidays currently prescribed in the Agreement and those in the Public Holidays Act Victoria and those named in the National Employment Standards, including 25 December when it falls on a weekend.
- 12.2 The rostered off public holiday entitlement to apply in addition to any on-call and/or overtime payments, if rostered off on a public holiday and recalled to duty.
- 12.3 RDNS will not change the normally rostered shifts of an employee to avoid a public holiday benefit.

- 12.4 Substitute and Additional days to Public Holidays, where gazetted or declared in a State or locality, shall constitute additional holidays for the purpose of the Agreement and shall be paid in accordance with penalties for Public Holidays. Payment for Substitute and Additional days are in addition to and not in substitution of the initiating Public Holiday. The provisions herein are applicable regardless of whether an employee works these days or not.

13. Job Security

- 13.1 All casual bank employees who have worked regularly (at least twice in a 4 week roster period) to be given the option of converting to ongoing employment after a maximum of six months, and that period to count as service for all purposes.
- 13.2 That all regular allowances, penalties, premiums and overtime, including regular on-call and recall be included in the definition of wages for the purposes of salary maintenance.

14. Consultation

- 14.1 Improved consultation and organizational change provisions.

15. Other

- 15.1 Five days paid leave for Job Representatives each calendar year (or may be taken as 10 days over a 2 year period), non-cumulative, to attend courses or conferences conducted by ANF or an accredited training provider and approved by the Union or TUTA (Inc). Examples of these are the ANF Annual Delegates Conference, Job Representative/ Delegate training and dispute resolution training.
- 15.2 Provision of support and paid leave of up to 20 days for employees experiencing domestic violence.
- 15.3 RDNS to implement a confidential and easily accessible process within the first 6 months of the operation of the Agreement whereby employees can access their electronic pay slip information and save it to a personal file (including home) and also to print to hardcopy. Until such time as this is implemented RDNS will allocate 2 units per fortnight to each employee for the purpose of appropriate access to pay slip information.
- 15.4 RDNS to provide paid leave to an employee who has been elected or appointed to the Victorian Branch Council of the ANF to enable the employee to travel to and from and attend Branch Council meetings and, where applicable, meetings of Branch Executive.

16. OHS and Compensation

- 16.1 In addition to training provided for under health and safety legislation, provide for health and safety reps (HSRs) an additional three days paid 'HSR study leave' entitlement per year for the purposes of attending general health and safety related education and training.

- 16.2 Health and safety representatives shall be entitled and encouraged to attend an approved course as soon as practicable after their election, and where such a request is made by the HSR to RDNS with 28 days notice, RDNS will not unreasonably refuse the request to attend the approved course of the HSR's choosing.
- 16.3 In respect to all courses RDNS will pay the course fees for approved courses, as well as additional costs incurred as a result of attending course, such as accommodation and travel costs.
- 16.4 Include in the Agreement the requirement for RDNS to abide by the Low Risk Solutions contained within the WorkSafe Victoria document 'Working Safely in Visiting Health Services' (1st Edition June 2006, or as varied from time to time) to ensure that all employees required to work in the community can do so safely.
- 16.5 The initial face to face client assessment is to occur during daylight hours and be performed by a registered nurse.
- 16.6 Funded independent counselling for employees (in addition to EAP processes) on a needs basis. Such counselling to be specifically suited to the nursing profession (and in addition to informal or formal debriefing which occurs on an ad hoc basis) for any work-related matter.

- 16.7 Introduction in the Agreement of agreed principles and processes to prevent and manage OHS hazards affecting employees including extension of the VNBIPP, fatigue, violence, bullying and stress. The Agreement will commit RDNS to implement the hierarchy of control to control hazards, and eliminate the hazard at the source wherever practicable, particularly in relation to OHS hazards significantly affecting the safety and health of employees.
- 16.8 RDNS must implement and maintain an ANF agreed client handling program to eliminate lifting of clients and reduce manual handling of clients so far as is reasonably practicable. The ANF policy will be included in the body of the Agreement.
- 16.9 Incorporate OHS into existing organisational change process and require potential OHS implications to also be incorporated in change impact statements, as well as consultation with HSRs into the consultative process.

17. Compensation, Rehabilitation and Return to Work

- 17.1 Ensure that employees receive accident make up pay in the first two weeks of injury and that accident pay is based on regular pre injury average weekly earnings (including regular overtime shift and weekend penalties and allowances).
- 17.2 Immediately a work-related injury / illness is reported to RDNS, provide written information on rights and responsibilities of nurses in the process, regardless of whether a claim for workers compensation has been submitted.
- 17.3 The RTW and rehabilitation processes required to be implemented for work-related injury and illness will, as far as practicable, be adopted for non-work related injury or illness.

- 17.4 Internal Vocational Rehabilitation processes will be implemented and explored prior to an external vocational assessment being undertaken when an injured / ill employee is unable to return to their pre-injury position (as per guidance developed from the Nurses RTW in Hospitals project).
- 17.5 Injured / ill employees, where there is an accepted workers compensation claim, will be able to attend medical and other appointments related to the injury / illness during paid work time where possible (with RDNS not to claim repayment under workers compensation arrangements).

18. Wellness Program

- 18.1 RDNS to develop and implement a Wellness Program within the first year of the Agreement with view to health promotion, prevention of musculoskeletal injury and promoting mental health.
- 18.2 Each employee is eligible to claim up to \$300 per financial year in relation to costs/expenses for a list of approved activities/expenditure relating to health/sporting activities, such as gym membership, yoga, sporting uniform/shoes/game subscription/registration fees, etc. This list to be developed in conjunction with ANF.
- 18.3 Eligibility for this scheme is on a pro rata basis and for new employees proportionate to their length of service in their first year of employment. For example: 6 months employment within a financial year equals 50% of the benefit.

Workloads

- 19.1 Extra administration time at the start and end of shifts above the current two periods of 15 minutes allocated:
- Grade 3 nurses require an additional 6 units
 - Grade 2 nurses require an additional 4 units
- 19.2 All employees full-time, part-time and casual to have ongoing access to RDNS mobile phones.
- 19.3 Employees working 3 or more days per week will not be required to relinquish their RDNS computer/tablet to another employee on their days off unless by mutual agreement.
- 19.4 An increase in time currently allocated to type '04' messages from 5 to 10 minutes.

20. Late payment of salary

- 20.1 Where it is demonstrated that through no fault of the employee, a late payment of salary occurs (24 hours or more after the usual day of payment) a late payment of salary penalty of 5% per day of the amount owed, plus payment of any consequential penalties or bank fees incurred, will be paid. This is to apply regardless of any bank holiday or public holiday.
- 20.2 Once a payroll dispute is resolved, all monies owing to the employee must be paid as an offline payment as early as possible but no later than 24 hours.

21. Leave Without Pay

- 21.1 Employees with 5 or more years of service can request leave of absence without pay for periods up to 2 years for the purpose of, for example, extended absence overseas, working holidays, secondment, study etc.
- 21.2 RDNS shall not unreasonably refuse such requests for leave without pay.

22. Skill Mix

- 22.1 An appropriate skill mix is required so that a Grade 3 supervises/leads no more than 1 EN or graduate nurse or Health Aide within the team for which he or she is responsible.
- 22.2 A Grade 3 nurse who supervises or leads a nursing team will be responsible for no more than four nursing staff including Grade 2 nurses and as above in 22.1.

23. Personal Leave

- 23.1 No cap on the use of accrued carer's leave in any one year.
- 23.2 That the number of days available as paid compassionate leave on any one occasion be 3 days, and to apply whether the immediate family or household member to whom the personal illness/injury relates resides in or outside Australia.

24. Professional Development

- 24.1 Maintain study and exam leave as a separate entitlement but merge Professional Development/Conference/Seminar leave into a single entitlement to leave of six days per year for all employees, pro rata for part-time employees.
- 24.2 Delete the words 'at the discretion of the employer' from Professional Development Leave clause 5.6(j) (Study Leave) of the current Agreement and replace with 'where a component is relevant to the work of the Employee'.

25. Career Structure

- 25.1 A new career structure for Clinical Research Nurses (CRNs) as follows:
- a. CRN A is a member of a research team – Grade 3A Year 1 in first year and then Grade 3A Year 2 thereafter.
 - b. CRN B is responsible for individual clinical trials – Grade 3B Year 1 in first year and then Grade 3B Year 2 thereafter.
 - c. CRN C while maintaining responsibility for clinical trials is responsible for staff supervision and a resource for junior staff – Grade 4B Year 1 in first year and then Grade 4B Year 2 thereafter.
 - d. CRN D is a Research Nurse in charge of a team, responsible for clinical, staff and research governance, controls protocol budgets and team resources, collaborates with Principal Investigator re clinical protocols and strategic planning for the research unit - Grade 5 51-200 beds (Year 1) and then 201-400 beds (after Year 1).

Provide that any Research Nurse who is at a higher grade will have the higher classification/grade maintained for the life of this Agreement and they will receive all applicable wage increases to the higher classification/grade.

Nurse Practitioners: Provision for 2 further increments

Grade 6, 401-500 beds (Year 3)

Grade 6, 501-700 beds (Year 4)

26. On-call

- 26.1 Agreed definitions for each site in relation to their 'buddy site' and for reasonable distance with respect to employees who are required to work at another site or location other than their home site when rostered on-call.
- 26.2 Each site, service and program to be clearly defined.
- 26.3 On-call allowance to be increased to 10% to more properly compensate for extended periods of on-call duty.
- 26.4 An employee required to work or attend meetings at another site shall be paid for all travel time. Administration time of at least an additional three units is also to be provided.