



# 2007 ROYAL DISTRICT NURSING SERVICE CLAIM

District nurses save lives and provide invaluable care and comfort to some of the sickest and most frail members of the Victorian community.

District nursing must be seen as a viable career option for nurses and, in addition, existing experienced district nurses must have job satisfaction to ensure that they continue to nurse the vulnerable clients of RDNS. No amount of marketing and fundraising will be successful if retention issues are not continually addressed and district nurses are not valued appropriately by RDNS.

Agreement and implementation of the 2007 Royal District Nursing Service Claim will allow the following to occur:

1. Experienced nurses will continue working at RDNS, providing quality nursing care to RDNS clients.
2. District nursing workloads, which have become onerous as a result of ever growing client numbers and stringent

managerial monitoring, must be regulated by a reasonable district nursing workload management tool.

3. RDNS will be able to demonstrate its true commitment and how it values nurses.
4. There will be a safe working environment that ensures nurses are free to nurse, free of fear, intimidation and violence.
5. Nurses will be able to better balance the competing work, family and life issues that they are faced with.
6. RDNS and the Bracks Government, which funds RDNS, will be able to provide the Victorian community and RDNS clients with a quality district nursing service that supports the ever expanding Victorian public health system.

The Victorian community values and respects nurses' contribution. It is now time for RDNS and the Bracks Government to demonstrate the same.

## ROYAL DISTRICT NURSING SERVICE NURSING STAFF COLLECTIVE BARGAINING AGREEMENT 2007

### Précis of Log of Claims

Note - This document is a précis of the ANF log of Claims for nurses employed by the Royal District Nursing Service. The actual claim provided to the Royal District Nursing Service is a comprehensive draft agreement that contains the Award, the expired agreement and the amendments arising from Part D of this claim in its entirety in a single document.

### Part A - Award maintenance

The new Agreement to contain all conditions contained in the Nurses (Victorian Health Services) Award as in place at 15 December 2005 (except where varied by the existing Agreement or Part D of this claim), insofar as they relate to matters pertaining to the employment relationship between the employer served with this claim and the employees engaged in classifications covered by the Royal District Nursing Service and Australian Nursing Federation Enterprise Bargaining Agreement 2004-2007 insofar as such matters are neither objectionable nor prohibited, and shall be enforceable as provisions of the new Agreement. Terminology to be updated where appropriate.

### Part B - Current EBA maintenance

The new Agreement to contain all conditions contained in the Royal District Nursing Service and Australian Nursing Federation Enterprise Bargaining Agreement 2004-2007 (except where varied by Part D of this claim), insofar as they relate to matters pertaining to the employment relationship between the employer served with this claim and the employees engaged in classifications covered by that Agreement insofar as such matters are neither objectionable nor prohibited.

The new Agreement to also incorporate amended Organisational Change provisions.

### Part C - Items that cannot be contained in an agreement

Any conditions in this claim, the Award or the current Agreement that are prohibited by law from being contained in a union collective agreement are to be maintained (except where varied by this claim) and contained in a common law deed between the union and the employer.

## Part D - New claims

### 1. Recruitment and retention initiatives

- a) Minimum 18% increase to all wages and allowances.
- b) Graduate nurses to enter at District Nurse Year 2 with comparable increases in District Nurse and District Nurse (Advanced) increments.
- c) Nurses at Grade 3 and above to have salaries increased to restore relativity with top District Nurse rate as intended by professional rates decisions of the Industrial Relations Commission.
- d) Nurse Practitioners and candidates - fulfilling of requirements for endorsement or re-endorsement to be within paid time.
- e) New classifications for Community Health RN – HPP Nurses:
  - Community Health RN – HPP Nurse at Grade 3B Year 2 to be reclassified to Grade 4A Year 1
  - Community Health RN – HPP Nurse at Grade 4A Year 1 and Year 2 Nurses to be reclassified to Grade 4B Year 1 and Year 2
  - Community Health RN – HPP Nurse at Grade 4B Year 1 and Year 2 Nurses to be reclassified to Grade 5 51-200 beds and 201-400 beds
- f) In addition to the night duty allowance, an employee who commences night duty on a Sunday shall be paid the Sunday rate of pay for all hours worked on that shift, provided that if the Monday is a Public Holiday, all hours worked on the Monday are to be paid at weekend Public Holiday rates.
- g) Permanent night duty allowance to apply to all night duty shifts.
- h) Enhanced overtime payments for casuals, weekends and public holidays.

Day	First 2 hours	Thereafter
Weekday	Time & ½	Double time
Weekend	Double time	Double time
Public Holiday	Triple time	Triple time & ½
Weekend Public Holiday	Triple Time & ½	Quadruple time

- i) Superannuation – compulsory employer contribution to be increased to 10% of all salary, allowances, loading and penalties and payable to all nursing employees, regardless of age or income.
- j) All nursing staff to have access to the 8:8:10 roster.
- k) Costs associated with police checks to be the employer's responsibility with police checks remaining with the employee, and agreed process reached.

## 2. Work life balance

- a) Where an employer requires, or the nature of work dictates that employees change before or after their shift, this is to be counted as time worked. Further, a nurse who commences employment working from home, or at any location that is not their principal place of employment, travel time from home to the first client, from the last client to home and any additional travel arising from commencing work at an alternate worksite is to be counted as time worked and remunerated accordingly.
- b) All nurses to be eligible for not less than 14 weeks paid parental leave and 2 weeks paid paternity leave, specifically including casual employees engaged on a systematic and regular basis.
- c) Nurses to be entitled to take long service leave pro rata on completion of 7 years service.
- d) The RDNS will recognise service with any employer respondent to the Nurses Public Sector EBA for LSL purposes, and will compensate any prospective public sector employer of a departing RDNS employee an amount for LSL purposes.
- e) The allowable period of absence between employers for LSL purposes to be increased to 12 weeks.
- f) All nurses to have access to 6 weeks annual leave where they work (including overtime) or are on call on weekends, whether full or part time.
- g) Paid time for nurses performing volunteer duties for CFA, SES and similar organisations, and nurses not be required to re-attend for work, without loss of pay, for 10 hours after completion of volunteer duty.
- h) The employer to reimburse a nurse for child care expenses where a nurse (without 24 hours notice) is required to perform work at times other than or in addition to their rostered hours.
- i) On-call allowance to be increased to 5% and introduction of "stand-by" allowance to properly compensate for extended periods of on-call duty.
- j) The employer is to provide paid leave to any nurse where that nurse has been elected to the Victorian Branch Council of the ANF to enable the nurse to travel to and from and attend Branch Council meetings and where applicable meetings of the Branch Executive Committee.
- k) Paid leave to attend alcohol and drug rehabilitation program.
- l) All employees to have access to a 48/52 type flexible leave scheme on request.
- m) RDNS to establish a joint RDNS/ANF committee to consider and approve applications to work part time or to vary part-time hours worked, where an employee requests a variation in hours arising from family responsibilities. Unresolved disputes to AIRC.

## 3. Education

- a) Professional Development leave to be extended to part time employees on a pro rata basis.
- b) A Division 1 nurse who completes additional recognised tertiary education beyond the minimum necessary for registration to receive the Qualification Allowance - e.g. double degrees,

4 year degrees, honours degrees, Masters entry and similar arrangements.

- c) Provisions protecting and compensating trainees.
- d) a Registered Nurse Division 1 who holds a doctorate shall be paid, in addition to their salary, 8.5% of the base rate.
- e) Study leave of 4 hours per week per semester for tertiary studies, with backfilling of absences.

## 4. Occupational Health & Safety

- a) Bring EBA into line with Victorian legislative changes in OHS and workers compensation.
- b) Strengthen nurses' rights to OHS and workers compensation which have been reduced under WorkChoices and other Federal legislation.
- c) Introduction of agreed principles and processes to prevent and manage OHS hazards affecting nurses including extension of the VNBIPP, violence, bullying and stress, extreme weather conditions and nurses' working equipment (such as computers, telephones and other electronic items).
- d) Improved Accident Make-up Pay

## 5. Staffing

- a) A Centre and/or Service and/or Program etc. to be clearly defined.
- b) A workload management tool is to be implemented as follows:
  - i) Units

A maximum limit will be set in relation to units and will not be exceeded in any circumstances.

Each unit shall be a maximum of 10 minutes and the total units in any shift shall include sufficient consideration of the matters detailed below.

A nurse working an 8 hour shift shall not be required to undertake more than a reasonable level of working units based on each unit being a maximum of 10 minutes. The units for nurses working shift lengths other than 8 hours shall be proportionally adjusted.

The allocation of nominal default units for each nurse will include consideration of :

- Administrative duties
- Education
- Logging on at the commencement of the shift
- Logging off at the conclusion of the shift
- Connectivity throughout the shift
- Communication requirements for clients and internal RDNS personnel
- Travel time, including sufficient time based upon the condition of the roads
- Meal breaks
- Rest breaks
- Vehicle maintenance
- Direct care
- Indirect care
- Unplanned call outs
- Inclement weather
- The commencement of work at the relevant Centre and/or at home.

- ii) An agreed recording mechanism for completion by a nurse will be developed and monitored by the parties to this agreement.

**6. This claim relates exclusively to Division 1 Registered Nurses. In the event that RDNS proceed with employment of Division 2 Registered Nurses, further specific claims will be made by ANF.**