

The intention of ANF is to genuinely negotiate with respondent employers and/or their representative in accordance with the provisions of the Workplace Relations Act 1996, and to consider all genuine proposals of settlement that provide outcomes that

enhance the economic conditions and careers of Registered Nurses in the private sector nursing industry. To this extent these claims may be varied by ANF to allow for conditions of employment and other arrangements specific to individual workplaces.

Private Sector Nursing Staff - Collective Bargaining Agreement

Part A - Award maintenance

The new Agreement is to contain all legally allowable 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).

Terminology to be updated where appropriate.

Part B - current EBA maintenance

The new Agreement to contain all legally allowable conditions carried over from the last Agreement (except where varied by Part D of this claim).

The new Agreement to also incorporate Organisational Change provisions, and amended long service leave provisions consistent with the Victorian LSL Act where this provides a benefit to the employee.

Part C - items that can't be contained in an EBA

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 in all wages and allowances over the life of the Agreement. The term of the Agreement shall be until 29th February 2012.
- b) Graduate nurses to enter at Grade 2 Year 2, with comparable increases in Grade 2 and CNS increments.
- c) Division 1, Division 2 and Division 5 nurses' non-salary conditions as far as practicable to be merged into

- d) common conditions for all nurses, with no overall loss of conditions for any employee. Incremental progression for Division 2 nurses between Pay Points to be based on experience consistent with Division 1 nurses.
- d) Nurses at Grade 3 and above to have salaries increased to restore relativity with top Grade 2 nurse rate as intended by professional rates decisions of the Industrial Relations Commission.

e) Division 2 nurses entering the workforce

- A Division 2 nurse entering the workforce who has completed the Certificate IV entitling them to endorsement to administer medication to enter at Pay Point 2, and receive the Medication Endorsement Allowance
- A Division 2 nurse entering the workforce who has completed the Diploma to enter at Pay Point 3 and receive the Medication Endorsement Allowance
- A Division 2 nurse entering the workforce who has completed an Advanced Diploma competency relevant to their area of practice to be eligible for the Senior Allowance.
- A Division 2 nurse with a medication endorsement who is already employed in the workforce is to be paid a Medication Endorsement Allowance of 4% of the Rate of Pay for that Division 2 nurse

- 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) Costs associated with police checks to be the employer's responsibility, with police checks remaining with the employee, and agreed process reached.

- i) Enhanced overtime payments for casuals, weekends, double shifts, and public holidays

	First 2 Hours	Thereafter
Weekday	Time & ½	Double time
Weekend	Double time	Double time
Public Holiday	Triple time	Triple time & ½
W/end Public Holiday	Triple Time & ½	Quadruple time

- j) Superannuation – compulsory employer contribution to be increased to 10% of all salary, allowances, loadings and penalties and payable to all nursing employees, regardless of age or income.
- k) Car parking fees to be set by agreement with the ANF, and only varied by agreement.

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.
- b) All nurses to be eligible for not less than 14 weeks paid parental leave and 2 weeks paid partner's 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) All nurses to have access to 6 weeks annual leave where they work (including overtime) or are on call or on stand-by on weekends, whether full or part time.
- e) Senior Allowance to be payable during annual leave.
- f) 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.
- g) 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.
- h) On-call allowance to be increased to 5% and introduction of "stand-by" allowance to properly compensate for extended periods of on-call duty. Existing entitlements that exceed the amount claimed shall continue to be paid over the life of the Agreement.
- i) The employer to provide paid leave where a 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.
- j) Paid leave to attend alcohol and drug rehabilitation program.
- k) All employees to have access to a 48/52 type flexible leave scheme where requested.

3. Education

- a) Professional Development leave to apply to part-time employees on a pro rata basis.
- b) Provisions protecting and compensating trainees.
- c) 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.
- d) A Registered Nurse Division 1 or 5 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 and Safety

- a) Bring EBA into line with Victorian legislative changes in OHS and workers compensation, and protect against any detriment from any move to ComCare.
- 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.
- d) Improved Accident Make-up Pay.

5. Staffing

- a) Ward sizes in all facilities to be consistent with ANF Policy, and existing Award provisions governing facilities with less than 60 Beds to be applied to all private hospitals.
- b) A full-time Charge Nurse must be appointed in each ward or unit and mandatory 5 EFT ACN positions to be appointed in all 24 x 7 days per week areas.
- c) Annual Leave and Long Service Leave relief to be equivalent to 100% replacement for all periods of planned leave.
- d) Mandatory minimum skill mix to apply in non specialist areas.
- e) Current Staffing Level arrangements to be upgraded to ensure that staffing levels match patient acuity levels. This includes maintaining equivalent staffing levels Mon-Sun for Psychiatric facilities.
- f) Organisational Change and Consultative provisions to apply to proposed changes to nursing structure.

6. Term of Agreement

The terms of this Agreement will operate from the date of lodgement and remain in operation until 29th February 2012.