Without Prejudice

On behalf of membership:

Australian Nursing & Midwifery Federation
(Tasmanian Branch)

Log of Claims

Presbyterian Care Tasmania Inc. Enterprise Agreement 2014

An Enterprise Agreement as provided by Part 2-4 of the
Fair Work Act 2009
**Preamble:**

This Log of Claims has been generated following a meeting with members and an analysis of information gathered via membership survey. Members have indicated that they believe the measure contained within this Log will help Presbyterian Care Tas Inc. retain, and attract nursing staff in today's competitive labour market.

It is anticipated that the life of the new Agreement will be no longer than three (3) years.

Once the Agreement has been reached the Australian Nursing & Midwifery Federation (Tasmanian Branch) will seek approval from the Fair Work Commission for coverage in accordance with section 183(1) of the *Fair Work Act* 2009.

**Part A**

Except as varied by Part B, maintenance of conditions of employment are to remain as set out in *The Gardens Nursing Enterprise Agreement 2011*.

Provided that should any such conditions be unlawful in accordance the meaning of section 194 of the *Fair Work Act* 2009 discussion will occur between the parties to ensure compliance with the Act.

**Part B**

1. **Wage Increase**

   A wage increase of 5% per annum operative from 1 May 2014.

2. **Allowances**

   2.1 Increase all allowances in Schedule (2) of the existing enterprise agreement in accordance with present arrangements.

   2.2 Clause 18(a) – Increase the In-Charge of shift allowance to $25 per shift.

3. **Rosters – Clause 23 (f)**

   Establish a roster review committee to review the nursing roster on a regular basis to ensure (1) that the provisions of Clause 23(f) are being observed and (2) discuss individual grievances/requests concerning the roster.

4. **Part-time employees – Clause 10 and Casual Employees (Clause 9)**

   4.1 Insert provision from Modern Award – re: conditions of part-time employment on engagement

   *(b) Part-time employment*
Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

The terms of the agreement may be varied by agreement and recorded in writing.

Renumber subsequent clauses.

4.2 New Clause – 9(h) Casual Conversion:

(a) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment. An employee, who does not make a request within four weeks of the right to request falling due, is deemed not to have elected to convert.

(b) The new contract would generally be on the basis of the same number of hours as previously worked: however, the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.

(c) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

4.3 New Clause – 10(i) Part-time Employee Review of Contracted Hours

(a) Where an employee is regularly working more than their guaranteed contracted hours the employee may request to have their hours reviewed annually.

(b) The hours worked in the following circumstances will not be incorporated in any adjustment:

   (i) If the increase in hours is as a direct result of an employee being absent on leave, for example, annual leave, long service leave, parental leave, workers compensation; and

   (ii) If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.

(c) If a review establishes a consistent pattern of greater hours is being worked, the employer will offer the employee those additional hours as part of their guaranteed minimum number of hours.

4.4 Part-time Employees (Clause 10)

Review operation of the part-time loaded rate provisions. Discuss transitional arrangements for their removal.
5. **Bereavement Leave – Clause 25**

An additional 2 days paid leave in the event that a member of the employee’s direct family dies (i.e. parent (or recognised parent figure), partner or child).

6. **Clause 18(a)(ii) – Higher Duties**

Reduce the qualifying period of five days to two working days.

7. **Clause 8(d)(i) – Notice of Termination**

Increase the minimum notice to 2 weeks.

8. **On Call Arrangements**

Minimum on-call payment for nurses – Community Services (South) to be reduced to two hours paid at the relevant overtime rate for each recall.

9. **Clause 25 – Personal Leave/Clause 26 – Parental Leave**

9.1 **25(j)(iv)** Unpaid Carer’s Leave – extend the provision to casual employees and amend the last sentence to read that if the leave is in excess of two days, the employer and the employee will agree on the period.

9.2 Review the provisions against the NES to ensure consistency of language while retaining any 'more beneficial' provisions.

10. **Clause 36 – Study Leave**

Each employee to have access to a paid study/conference/seminar leave of up to three days per year.

11. **New Clause – Workplace Rights**

A union delegate or elected workplace representative, with approval of the Union and upon application in writing to the employer, will be granted up to five days leave with pay each calendar year, non cumulative, to:

a) represent members in bargaining;

b) represent the interests of members to the employer and industrial tribunals;

c) consult with union members and other employees for whom the delegate is a bargaining representative;

d) participate in the operation of the Union;

e) attend union education;

f) address new employees about the benefits of union membership at the time that they enter employment;

g) attend courses conducted by the Union, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;

h) attend union annual Delegates Conference
The application to the employer must be in writing, include the nature, content and duration of any course to be attended, and normally be provided with 14 days notice of the proposed training.

The granting of leave pursuant to this clause will be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer will not use this sub-clause to avoid an obligation under this clause.

Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.

Each employee on leave approved in accordance with this clause, will be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable if the employee had been at work.

All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause will be the responsibility of the employee or the Union.

An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.

In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

12. **Schedule (1) – Incremental Advancement Based on Years of Service**

   Advancement for part-time and casual employees to occur after 1786 hours of experience, having regard to the acquisition and use of skill and knowledge gained through experience in the practice settings over such a period.

13. **New Family Violence clause**

   **Family Violence Clause**

   1. **General Principle**

      a. The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Presbyterian Care is committed to providing support to staff that experience family violence.

   2. **Definition of Family Violence**

      a. Family violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member. It is the patterned use or coercive and controlling behaviour to limit, direct and/or shape a person’s thoughts, feelings and actions.

   3. **General Measures**
a. Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service or Lawyer.
b. All personal information concerning family violence will be kept confidential. No information will be kept on an employee's personal file without their express written permission.
c. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
d. The employer will identify a contact person who will be trained in Family Violence and privacy issues. The employer will advise the name of the contact to all employees.
e. An employee experiencing family violence may raise the issue with their manager or the contact person.
f. When requested by the employee, the contact person will liaise with the employee's manager on the employee's behalf and will make recommendations on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.
g. The employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

4. Leave

a. An employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
b. An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, hospital or to mind children.

5. Individual Support

a. In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, Presbyterian Care will approve any reasonable request from an employee experiencing domestic violence for;
   i. Changes to their span of hours or pattern of hours;
   ii. Job redesign or change to duties;
   iii. A change to their telephone number or email address to avoid harassing contact;
   iv. Any other appropriate measure including those available under existing provisions of family friendly and flexible work arrangements.
b. An employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources. The Employee Assistance Program shall include professionals trained specifically in family violence.
Part C

Ensure the inclusion of provisions required by the *Fair Work Act 2009* and the National Employment Standards (NES).

1. **Consultation Regarding Change (Clause 31)**

   Insert new model clause (see Fair Work Commission) but retain the words ‘proposes a change’.

2. **Undertake a general review of the agreement** to ensure it is consistent with the NES and removes any provisions which may bet a BOOT issue.