

RATIOS. RETAIN. RECRUIT.

ST VINCENT'S PRIVATE HOSPITALS NURSES AND MIDWIVES EBA 2024

CAMPAIGN UPDATE 28, TUESDAY 11 MARCH 2025

ST VINCENT'S PRIVATE EBA UPDATE

St Vincent's Private EBA now out for access period

BALLOT COMMENCES 7AM WEDNESDAY 19 MARCH

BALLOT ENDS 5PM MONDAY 24 MARCH

As per the resolution of the all members' meeting on Tuesday 25 February, where it was agreed that the proposed Enterprise Agreement should go to a ballot, all staff will now have a chance to consider and vote on the proposed Agreement.

Access period: from 5pm Tuesday 11 March until 7am Wednesday 19 March.

Ballot: opens 7am Wednesday 19 March and ends 5pm Monday 24 March

The access period is when you can read and ask questions about the proposed Agreement.



The ANMF recommends that you look at the material provided by the employer that explains the proposed Agreement. We have also provided the summary via the QR code and attached. In addition, we have summarised the Epworth offer to date (noting that negotiations are still underway).

We have scheduled a members' meeting on Teams at 2.30pm Monday 17 March to go through any questions you may have. The link will be sent to members later this week.

The proposed Agreement expires on 30 June 2027 and there is no 2027 wage increase included. Negotiations for a new agreement will start in January 2027.

By July 2026, the St Vincent's Private rates of pay will be at or above the November 2026 public sector rates of pay. By July 2026 St Vincent's Private rates will be about 1% above Epworth rates for RNs and marginally behind Epworth rates for ENs.

In respect to the proposed Enterprise Agreement, ANMF asks all members to note the following:

1. We are not recommending either a 'Yes' or 'No' vote. However, apart from the staffing provisions and the allowances, we regard the offer as reasonable.
2. We assess the wages (parity to public sector to end of 2026) and leave offer as largely meeting our claims and comparing well with the Epworth offer.

As a reminder, the leave offer includes:

- extra week of annual leave for part-time shift workers from 1/6/27
- increase from 3 to 5 uncertificated days of personal leave per year
- increase from 10 to 20 days of FDV leave
- recognition of 12 months unpaid parental leave per occasion as service counting towards LSL

3. The allowances offer for on-call, night duty and qualifications are behind the public sector and considerably behind Epworth (especially in relation to on-call and qualifications).
4. The staffing provisions (see Appendix A) are a positive step forward, particularly with respect to supernumerary in-charge. Epworth is not currently offering anything similar. However, as clearly stated to members in our meeting on 25 February, these provisions do not go far enough and do not represent a prescriptive mechanism for safe staffing and workload relief that we were seeking.

The 19 additional shifts from 1/7/25 in 5 key priority areas and the 12 additional shifts from 1/2/27 will go some way to addressing workload and nurses/midwives with a patient load on night shift. However, we will need to pursue staffing claims again in early 2027 to get more comprehensive safe staffing provisions into the Agreement and remove any remaining in-charge roles with a patient load.

The Nursing and Midwifery Consultative Committee is a clearly defined body with equal representation. It is a positive step forward and will test the bona fides of St Vincent's Private in dealing with workload management and staffing concerns (see clause 65 and Appendix A(n))

5. There have been other small wins such as new EN Advanced criteria that will enable more ENs to access EN level 3 and theatre Floor Coordinator paid at Grade 4B.

ANMF officials and Job Reps have formed the view that if it were not for the lack of a more comprehensive staffing clause, we would have likely recommended a Yes vote.

We therefore urge you to consider how this agreement affects you and your colleagues and to freely exercise your right to vote.

If there is a majority Yes vote, then the agreement will be lodged with the Fair Work Commission for approval. That process lasts about 4-6 weeks so the agreement would be approved about the start of May.

If there is a majority No vote, then the proposed agreement lapses and we would go back to the bargaining table. There is no guarantee all items would remain in the package. However, as with the rejected agreement in late October 2024, it is unlikely there would be any significant change to the offer (especially given the items in the Epworth offer). However, there is also no guarantee St Vincent's Private would enhance the offer significantly either. We would all need to consider escalating PIA again as part of that process and any resolution would be delayed several months.

Again, you need to vote according to your careful assessment of the proposed agreement on balance of all these matters. The ANMF will continue to back the decision and will of members.

GOT A CAMPAIGN ISSUE OR INQUIRY

If you need to get in touch with your ANMF Organiser Mitch Hoover (all St Vincent's Private sites) please contact him via records@anmfvic.asn.au stating your name and hospital.

For urgent matters, call Mitch Hoover – 0498 440 064.

St Vincent's Private / Epworth comparison table

ISSUE	ST VINCENT'S PRIVATE	EPWORTH (OFFER TO DATE: NEGOTIATIONS STILL UNDERWAY)
Wages	<p>See table Appendix 1 proposed offer:</p> <ul style="list-style-type: none"> Increases to match public sector 1/07/25 rates at 1/02/25: 4.5% but up to 11% in lower RN Grade 2 pay points 1/07/25: 3% 1/02/26: 1.5% 1/07/26: 2.5% <p>At 1/07/26 the SVP rates match the 29/11/26 public sector rates</p>	<p>See table. Wage increases which will align Epworth Nurses and Midwives with public sector wages by 1 October 2025:</p> <ul style="list-style-type: none"> 1 July 2025: 5.0% (first full pay period on or after) 1 October 2025: Varied increases across classifications to reach parity with public sector base pay rates (first full pay period on or after) 1 July 2026: 4.25% (first full pay period on or after) 1 July 2027: 4.25% (first full pay period on or after)
Allowances		
On-Call (clause 31)	\$75.10 from 1/7/25	\$110 per 12-hour period on weekends and public holidays from start of EA
	Recall travel payments per clause 31(c)(i) – recall nursing staff will be paid a 30-minute travel time in addition to minimum recall	Not offered
	<p>New Telephone attendance provision:</p> <p>A nurse who is required to be on call and is required to perform work by the Employer via telephone away from the workplace will be paid at the appropriate overtime rate for such attendances with a minimum payment of 15 minutes pay. Multiple telephone attendances made and concluded within the same 15-minute period shall be compensated within the same 15 minutes overtime payment. Time worked beyond 15 minutes will be rounded to the nearest 15 minutes.</p>	
Night Shift (clause 38)	\$102.61 from 1/07/25	\$100.72 from start of EA
Qualification Allowance	Grad Cert 1/7/25 is \$62.78 and Grad Dip is \$101.99	Increased by 10% from start of EA e.g. Grad cert will be \$75.85 and Grad Diploma would be \$113.77
Lead Apron Allowance (clause 32)	<p>\$9.00 per shift from 1/07/25</p> <p>From the first full pay period on or after 1 July 2025, an Employee who is required as part of their usual duties to wear a lead apron, is to be paid the Lead Apron Allowance in Appendix 1 for each shift or part thereof on which the lead apron is worn.</p>	\$9.00 per shift from 1/07/25
Redeployment (clause 33)	<p>New Redeployment Allowance (campus to campus, not ward to ward): \$40 per occasion.</p> <p>Where an Employee is rostered and employed to work at one Hospital campus of the Employer and is redeployed by the Employer to perform work at an alternate Hospital campus, the Employee will be paid a redeployment allowance set out in Appendix 1 for each occasion of redeployment.</p>	A new provision outlining how and when an employee may be redeployed prior to or during a rostered shift, considering skill mix, clinical specialty and level of experience – including a clear escalation process. [No allowance]

ISSUE	ST VINCENT'S PRIVATE	EPWORTH (OFFER TO DATE: NEGOTIATIONS STILL UNDERWAY)
Flexible Work Arrangement (clause 10)	New flexible work arrangement clause consistent with the NES. In accordance with the NES eligible employees can request a flexible working arrangement in specified circumstances (refer detail at clause)	Unsure
Employee Right to Disconnect (clause 11)	<p>New clause setting out an employee's right to disconnect in accordance with section 333M of the Fair Work Act 2009 (the Act), and includes that this does not prevent SVHA from:</p> <ul style="list-style-type: none"> • requiring an employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the Employee's working hours where the Employee is being paid the on-call allowance under clause 31; and • contacting or attempting to contact an employee outside of their working hours in circumstances including, but not limited to, notifying them of: <ul style="list-style-type: none"> • an emergency roster change under clause 17(e); • a recall to work under clause 31; • an available additional shift for their voluntary acceptance 	Unsure
Personal Leave (clause 44)		
uncertificated leave	An additional 2 days uncertificated leave (total now 5).	An additional 2 days uncertificated leave (total now 5).
occasions with a statutory declaration	Not offered. ANMF had claimed 3 days per occasion as all other providers have rather than the current single day and an increase from 3 to 5 occasions a year)	An additional 2 occasions with a statutory declaration (total now five (5)).
Consecutive days on stat dec	SVHA EA still only has 3 occasions with a single day on each occasion (rather than the usual 3 days per occasion).	Ability to use a statutory declaration for 2 consecutive days of personal leave.
Compassionate Leave (clause 45)	5 days paid compassionate leave (compared to current 2 days per occasion).	No change. Still at 2 days.
Parental Leave (clause 40)	Already at 14 weeks for primary carer. Additional week for secondary carer from 1/7/26 to bring up to 3 weeks from 2 weeks.	<ul style="list-style-type: none"> • 2 extra weeks from 1 July 2026. • A further 2 weeks from 1 July 2027. <p>To bring up to 14 weeks for primary carer. Secondary carer still at 3 weeks.</p>
	There will be a provision included in the agreement that will enable an employee on parental leave to work casual shifts at St Vincent's during unpaid parental leave.	
	Full paid parental leave now payable where baby dies after birth as well as still birth after 20 weeks.	
	For the purposes of this clause adoption leave includes the permanent placement of a child with the employee until the age of 18 by order of a court.	
	New undertaking that an employee on parental leave is not prevented from seeking paid work subject to reaching agreement with the employer as to the terms under which that work will be performed.	

ISSUE	ST VINCENT'S PRIVATE	EPWORTH (OFFER TO DATE: NEGOTIATIONS STILL UNDERWAY)
Annual Leave (clause 41)	An additional (6th) week of annual leave (pro-rata) from 1 June 2027 for part-time employees.	An additional (6th) week of annual leave (pro-rata) from 1 July 2027 for part-time employees who work at least 10 weekend shifts a year, or who are rostered on-call for at least 10 shifts per year.
CPD Leave	SVHA EA already has 5 days CPD Leave at clause 49.	2 additional days of professional development leave (for a total of 5) from 1 July 2025 (complementing the extensive professional development available through Brookes Academy, scholarships, and leadership programs)
Long Service Leave (clause 46)	Recognition of 12 months unpaid parental leave on each occasion as service for the purposes of LSL: Notwithstanding clause 46(b)(iii)(8), any unpaid parental leave period of up to 12 months duration, which is taken on and from the date this Agreement comes into operation, will count as a period of continuous service for an employee.	No change
	The Agreement will be updated to enable nurses to take single days of long service leave when transitioning to retirement: where it is taken as part of a transition to retirement arrangement agreed with the Employer, it may be taken as agreed including as single day periods	
Family and Domestic Violence leave (clause 56)	Increased to 20 paid days a year from 10 and new clause that ensures pay is 'regular' pay not ordinary pay and that casuals are included.	20 paid days a year
Delegates rights (clause 54)	New provision setting out workplace delegates rights, together with paid workplace delegate training arrangements (refer detail at clause), incorporating 5 days paid delegate training leave in the first year and 2 days thereafter (per delegate) Replacing former rep leave of 3 days (totality of applications) per Hospital per year	Similar provision must be included.
Ceremonial leave (clause 55)	Extending the unpaid leave entitlement to encompass periods of mourning	Unsure.
Redundancy pay (clause 61)	Enhanced severance pay arrangements of 16 weeks where an employee has 9 or more years' service. No longer reduced to 12 weeks at 10 years or more.	Unsure.
Staffing & Classifications		
RUSONs/RUSOMs and RENS	See Schedule 1. Now included for first time with PDs to be finalised.	
Staffing (Appendix A)	Staffing structure now contained in Appendix A. EA contains a commitment not to roster in charge nurse or midwife with a patient load on AM and PM Monday to Friday only. Additional resources (see below) are to ensure that Nurse or Midwife in Charge in priority areas on night shift (or PM shift in paediatrics) are rostered without patient load.	No offer in EA. Commitment to not roster in-charge with patient load on AM and PM shift, but no commitment currently re ND.

ISSUE	ST VINCENT'S PRIVATE	EPWORTH (OFFER TO DATE: NEGOTIATIONS STILL UNDERWAY)
Additional resources (Appendix A)	Tranche 1 – additional minimum 19 shifts per week (other than in low activity period of January & Easter) across 5 priority areas (Kew, Pediatrics, birth suites, post-natal, neuro) from 1/7/25 Tranche 2 – guaranteed minimum 12 shifts a week (from February 2027 to provide additional resources in areas recommended by N&MCC.	No offer in EA.
Nursing and Midwifery Consultative Committee (NMCC) (clause 65 and Appendix A subclause (n))	Established in clause 61 with 5 reps from Fitzroy, 4 from East Melbourne & 2 each from Kew and Werribee, to be conduit for staffing and workload issues, review tranche 1 allocations, review workloads and make recommendations for additional staffing (and allocate 12 shifts per week above), review implementation for RUSON/RUSOM model and review ward clerk arrangements.	No offer, but Epworth considering it.
Meal break cover (theatres/PACU)	A new clause that says that in theatres/ PACU a) sufficient staff will be rostered to cover meal breaks and b) such rostered staff cannot be used to cover unplanned absences on the day.	No equivalent clause
CNS (Appendix B)	Key enhancement for nurses at clause 2 – specifically in reference to demonstrated higher skills and contributions beyond that expected of an RN with 4 years' experience (replacing the former 9 years' experience) in a diversity of areas.	No change
EN Advanced – Level 3 (Appendix C)	Enhanced EN 3 – Advanced (refer detail at Appendix C) setting out clear criteria and facilitating improved career/skill recognition and advancement, enabling a larger cohort of ENs to be classified at a Level 3. Now a single rate at EN level 3	No change
Theatres		
Floor Coordinator (Schedule 1)	Introduction of a new Grade 4B Floor Coordinator – theatres	