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ANMF (Vic Branch) – Cabrini - Log of Claims 2025

Case ID 1079243

A. Previous Agreements and National Employment Standards (NES)

1. Retain existing enterprise agreement provisions unless varied by consent and in order to make improvements.
2. Review and amend existing enterprise agreement anomalies as set out in Part 2.
3. Where more favourable provisions exist, review and update enterprise agreement clauses to expressly comply with the National Employment Standards, the Fair Work Act and other workplace laws as set in Part 3.

B. Wages and Allowances

1. Wages and allowances for nurses/midwives (including qualification allowances) to be increased to maintain parity with Victorian market rates set across public and private acute hospitals with the first increase of the new agreement to be payable from the first full pay period on or after 1 November 2025.
2. Meal break provision ensuring that, where an employee is unable to take their meal break (including leaving the ward/unit area for their meal break), the employee will be paid for the meal break at time and a half (150 percent). Agreement to provide clear process by which an Employee would flag a missed meal break to ensure appropriate payment.
3. Period of travel to and from recall to duty to be paid time. Recall overtime rates to be listed in the agreement. In addition, the employee is to be paid a vehicle use allowance specified in the agreement per kilometre travelled to and from work during any period of recall to duty.
4. Lead apron allowance payable of ten dollars (\$10.00) per shift, or part thereof, that the lead apron is required to be worn (regardless of clinical area), including additional or recall shifts. Additionally, an employee who wears a lead apron for 3 hours continuously will be entitled to an additional 10-minute paid break.
5. Inclusion of an Endorsed Midwife allowance payable from 1 November 2025 to Midwives required to undertake any of the core functions of an Endorsed Midwife (as identified by the Nursing and Midwifery Board of Australia), aligned to the existing Grad Dip qualification allowance. This is in addition to any qualification allowance.
6. Where an employee is appointed as a CNS/CMS, the employee will be paid from the date of a successful application. Removal of minimum hours requirement to access CNS/CMS classification.
7. Where an Employee, who is not an appointed ANUM, is allocated/appointed as Team Leader on a shift they will be paid the appropriate ANUM rate for that shift.
8. Where an employee is appointed Floor Coordinator on a shift, a minimum Grade 4B rate of pay will apply for that shift.
9. Clinical Resource Nurse in ICU to be paid a minimum Grade 4B rate.
10. Payroll queries to be responded to within 10 business days.

C. Supporting Quality Care Provision

1. Agreement to apply to nurses and midwives up to Director of Nursing/Director of Clinical Services.
2. Agreement locations to be updated to apply to all Cabrini locations where nurses and midwives are engaged.
3. Inclusion in the Agreement of safe staffing levels and a clear process for escalation of staffing concerns, including:
 - a. Inclusion of minimum staffing profiles (per current rostering practice or improved as agreed) across all wards/units and/or clinical specialties.
 - b. Emergency Department to be staffed at a minimum as one nurse for every three patients in addition to the nurse in charge, the triage nurse and the resus nurse.
4. Inclusion of a clause which provides that minimum clinical-facing staffing of operating theatres, postanaesthetic recovery rooms, day procedure, endoscopy and catheter labs align with the ACORN and ANZCA Standards.
5. Provision ensuring that the Nurse/Midwife in Charge do not have a patient load (this will not preclude the Nurse/Midwife in charge from assisting members of their team with direct clinical care as acuity requires on an ad hoc basis). A minimum of two days per week allocated to each Nurse Managers/Midwife Managers for management/administration tasks associated with managerial function with no reduction in existing management/administration days where higher. Where Nurse Managers/Midwife Managers are on management/administration days, ANUM/AMUMs will be Nurse/Midwife in Charge and not have a patient load.
6. Agreement to specify requirements of appointment of:
 - a. one (1) EFT Director of Nursing on each hospital campus;
 - b. one (1) EFT Nurse / Midwife Unit Manager in each ward/unit
7. In addition to the DON and NUM, each campus to have a perioperative service manager and a perioperative clinical nurse educator.
8. Ensure appropriate continuity of care for patients and stability of employment for nurses and midwives by including in the Agreement:
 - a. Provision to ensure that Nurses/Midwives are not redeployed to undertake non-nursing activities;
 - b. Exclusion of Clinical Educators from redeployment requests to a direct clinical role when rostered as a Clinical Educator;
 - c. Appropriate notice and consultation processes (including expression of interest) which apply to temporary closures or contractions of wards due to low occupancy or other reasons;
 - d. Minimum periods of professional development and professional support for employees directed to work in alternative wards due to closure/unplanned leave or other reasons;
 - e. Provision of minimum reasonable orientation;
 - f. Right to refuse use of TOIL and annual leave in times of low occupancy;
 - g. Provision of allowance where minimum standards relating to ward redeployment are not met; and
 - h. Provision of allowance for temporary redeployment to other Cabrini campuses.
9. Provision to ensure that the minimum skill mix that Cabrini aims to achieve is: (i) 1/3 Registered Nurse / Midwife with more than three years' experience; (ii) 1/3 Registered Nurse /Midwife with one to three years' experience; and (iii) 1/3 graduate Registered Nurse/Midwife/Enrolled Nurse.

Where this is not achieved, Cabrini will ensure the rostering of ANUMs and/or CNS on each of these shifts with no patient load.

10. Provision for the establishment and function of a Nursing & Midwifery Agreement Implementation and Staffing Committee (NMAISC) made up of representatives of ANMF and Cabrini to ensure appropriate consultation, collaboration and escalation of staffing and Agreement implementation concerns.
11. Workload Escalation clause for nurses and midwives to escalate staffing concerns.

D. Gender Equity Matters

1. Parental Leave
 - a. Paid parental leave to be increased to 14 weeks for long parental leave (for primary carers).
 - b. Paid parental leave to be provided to eligible casuals.
 - c. Superannuation to be paid while an employee is on parental leave (paid and unpaid period) and during no safe job leave (paid and unpaid)
 - d. Remove delineation between primary and secondary carers, enabling partners to access long paid parental leave where they are the primary carer.
 - e. Include a definition of a "weeks' pay" for the purposes of parental leave, calculated on contracted hours or average ordinary hours worked, whichever is the higher. In particular, the definition should provide that a subsequent period of parental leave (where there has been a RTW on temporary reduced hours) is based on the contracted hours or average hours prior to the initial parental leave, not on the temporary flexibly worked hours.
 - f. Adoption to be redefined to include kinship care, where kinship care is comparable to adoption.
2. Superannuation to be payable on ordinary time earnings, and in addition:
 - a. During workers compensation periods (for the first 52 weeks of a claim);
 - b. During periods of jury service; and
 - c. During Defence leave.

E. Professional Development

1. A minimum of 5 days Professional Development leave per annum (non-cumulative) separate from study leave and that such leave will not be unreasonably refused. Professional development leave to include access to leave on a rostered day off.
2. Full time employees shall be entitled to four hours paid Study Leave (pro rata for parttime employees) per week for twenty-six weeks per annum for approved post graduate study in any one year for the purposes of attending courses and/or undertaking or preparing for examinations in a relevant post graduate course of study (whether by thesis, research, coursework, or a combination of these). Part time employees shall be entitled to Study Leave in accordance with this clause on a pro rata basis.
3. A minimum of 3 days paid examination leave per annum (non-cumulative), for undertaking and/or preparing for examinations. Examinations include major assessment tasks, take home exams and other methods of student assessment.

4. All absences resulting from approved leave for professional development leave, study leave and examination leave will be back-filled in clinical areas where that employee would ordinarily have a patient allocation.
5. All education or training deemed mandatory, or compulsory by the employer must occur within paid time. This will include paid time for onboarding training and requirements. Overtime to be applied to mandatory training that does not occur in rostered time. Further, deduction from professional development leave is prohibited for mandatory training. Provision of sufficient double staffing time to allow mandatory training to be completed.
6. Requests for professional development leave, examination leave and study leave will be responded to within 10 days of the application and will not be unreasonably refused. Leave able to be accessed on a rostered day off.
7. A day for the purposes of professional development leave, study leave or examination leave is the Employee's normal shift length.

F. Leave

1. Comprehensive annual leave provision which sets out reasonable timeframes for requests and approval/rejection within 14 days of the request, provision of reasons for any refusal in writing, that annual leave requests will not be unreasonably refused and appropriate governance of excessive annual leave.
2. The sixth week of annual leave to be provided to both full time and part time employees, including those who perform weekend on-call duty, and with respect to accrual, for employees who work weekends, calculated at the rate of 3.8 hours for each week in which ordinary hours/on-call were worked on a weekend (or part thereof) up to a maximum of 38 hours (10 weekends) including part time employees.
3. 17.5% annual leave loading, where more advantageous, to apply to all periods of annual leave, including for Nurse / Midwife Managers Level 2 and Level 3, with no caps.
4. Paid infectious diseases leave of 5 days per occasion for COVID infection due to Cabrini's direction of not attending a Cabrini site for 5 days.
5. Single day personal leave absences without evidence to increase to 5 days per year.
6. A Statutory Declaration for personal leave can be used for five occasions per year for up to three days on each occasion.
7. Use of personal leave to be able to attend a Registered Health Practitioner or diagnostic appointment including pre-natal appointments, assisted reproductive appointments or parenting classes.
8. Compassionate leave provisions to extend leave entitlement to four days per occasion and five days for events occurring outside of Australia or the death of a close immediate family member (child, parent, sibling).

9. An Employee who is a Medical Power of Attorney/Carer for a terminally ill member of household or family member to be granted an additional 5 days of carers leave to attend appointments or provide extra care.
10. Expand the definition of immediate family to include Employees who are foster carers or kinship primary and entitle them to two days paid leave on up to five occasions per calendar year, to be taken at the time of the placement of the child.
11. Continuous service for the purposes of long service leave to be defined in accordance with the Long Service Leave Act 2018 (Vic) and express provision to ensure that casual loading is paid to casual employees taking long service leave.
12. Long service leave to be able to accessed in days or single days.
13. From the commencement of the 2025 agreement, long service leave to be able to be access or paid out from 7 years of service.
14. Gender transition/affirmation leave of 20 days paid leave per year, plus up to 48 weeks of unpaid leave, for significant gender affirmation procedures.
15. Leave application system (Dimensions) to be updated to allow for all types of leave to be applied for electronically including professional development leave and union training leave.

G. Hours, Overtime, Rosters and Breaks

1. 4-hour minimum engagement for ordinary hours for all employees irrespective of mode of employment.
2. Roster to include periods of on call.
3. On-call allowance per 12 hours or part thereof to increase to \$84.40 on weekdays, \$126.70 for Saturday, \$147.90 on Sunday and weekday public holiday and \$221.90 for a weekend public holiday and will increase with wage increases thereafter.
4. Where an employee performs a role that requires changing into and/or out of specific clothes that are necessary to perform work - such as theatre or emergency department - or is required to wear full PPE (i.e. mask, face shield, and gown), Cabrini will ensure there are arrangements providing that this occurs during paid time.
5. Introduction of fatigue rostering principles to support health and wellbeing of employees. Provision for additional rest breaks, payment and transport will be provided to employees working excessive hours. Circumstances of employees working excessive hours limited to emergency occasions.
6. Provision for process to safely govern use of 12-hour shifts, to be used only by agreement and in accordance with appropriate rostering principles (including breaks).
7. A 28-day roster to be provided 28 days in advance. Change of roster allowance to be paid for each shift worked without 28-days' notice.

8. Full-time employees provided with the option to move to a standard 40 hour work week with removal of historical arrangement restriction to allow full time employees to have access to ADOs.
9. Rostering guidelines to be listed in the Agreement.
10. Change of roster allowance to be included for all staff.
11. Overtime provision to ensure that overtime is payable where additional hours are worked in reasonable circumstances, including where authorisation was unable to be obtained.
12. A 10-hour rest break between the completion of one ordinary work period and the commencement of another, or 8 hours rest break by agreement between the employee and employer.
13. In relation to night shift:
 - a. Introduction of permanent night shift (employee choice only) and obligations to recruit to it;
 - b. Night duty staff to receive penalties if required to rotate onto day for training purposes;
 - c. A minimum of 47 hours break post rostered night shifts before returning to work for an AM/PM shift (for non-permanent night shift);
 - d. Non-permanent night shift clause dealing with rotation in blocks;
 - e. Casual night shift allowance – will increase in line with wage increases;
 - f. From commencement of EBA, non-casual night shift rates to increase in line with wage increases and:
 - i. Monday to Thursday increases by an additional 12.5%
 - ii. Friday and Saturday increases by an additional 25%
 - iii. Sunday increases by an additional 12.5%
14. The employer will provide transport for nurses and midwives following overtime, including the return journey when their vehicle remains at work.
15. Provision of a 20 minute paid meal break in each 4 hours of overtime or part thereof greater than an hour, to be taken within the first 90 minutes where the overtime is planned.
16. Nurses and midwives are entitled to seek a fixed roster (based on their existing long standing roster), including after the employer seeks to change the employee's roster.
17. Casual staff payment of minimum engagement period if shift cancelled within 2 hours of start time to be included in the agreement.

H. Organisational Change

1. Improved consultation provision including notification to ANMF as well as affected staff, provision of all relevant information at time of notification including (but not necessarily limited to) details of proposed change, detail of building and/or capital works (including new campuses) associated with the proposed change.
2. Consultation to include temporary changes that may have a significant effect.

3. Cabrini to provide variation of part time hours in writing when contracted hours increase.
4. In the event of redeployment or redundancy provision to affected employees of counselling and support services, retraining, interview coaching, employment services including career planning, time off to attend job interviews, reimbursement of costs of employee obtaining financial advice.
5. In the event of relocation, such relocation to be reasonable. Where, as a result of the relocation the affected employee where additional costs are incurred by the employee due to travel or other expenses up to an amount of \$1,900.

I. Occupational Health, Safety and Wellbeing

1. Modernisation of accident make up pay clause to reflect “Regular Earnings” or PIAWE rather than “ordinary pay”.
2. Improved Occupational Health and Safety provisions, including in relation to fitness for work, incident reporting, investigation and prevention, occupational violence and aggression, return to work after illness and/or injury.
3. Lists of Designated Work Groups (DWGs), Health and Safety Reps (HSRs), their training dates and vacancies will be provided to ANMF by the employer twice a year.
4. Inclusion of wording aimed at preventing and addressing gendered violence, focusing particularly on sexual harassment.
5. Nurses and midwives to have access to designated well-lit car parking provided within a reasonable distance of the workplace or access to a security escort within a reasonable timeframe between sunset and sunrise to their car or nearest public transport stop.

J. Other

1. RUSON/RUSOM (however titled) pay rate to be increased to 81.5% of the graduate rate as a minimum.
2. A midwife who is not a Registered Nurse, but later becomes one, has their experience as a midwife count as experience towards Registered Nurse increments.
3. ENs commencing as RNs will commence at a rate of pay no less than they would have received had they remained an EN (inclusive of any regular allowances).
4. Those with employer allocated portfolio work or administrative duties will have reasonable paid time to undertake such responsibilities (including rostering).
5. A clause to be included to recognise climate change as a health issue and establish processes to consult over environmental sustainability and climate change.
6. Improvement to CNS/CMS processes to ensure these roles are advertised four times per year and that this process has adequate transparency. Ensure that the transfer of CNS classification occurs between campuses in the same speciality.

7. Managing Performance and Conduct Clause to be included. Clause to provide for a senior nurse or midwife to be involved in managing performance or conduct issues relating to nursing and midwifery.
8. Waiver of hospital admission fee for employees and immediate family.

K. Part 2

Review and amend existing enterprise agreement anomalies including:

1. Higher Duties clause to be updated to ensure that employees are paid at the level that they are acting into and address ambiguity in clause 22 and clause 30.
2. HITH ANUM and NUM classification structure to be included in the Agreement including shift leader/team leader (however titled).
3. Clause 46(p) Public Holidays occurring on rostered days off to be clarified to apply to all nurses and midwives not only Enrolled Nurses.
4. Update agreement to include undertakings from current agreement.
5. Where a public holiday occurs on a day an Employee is not rostered to work, and that Employee is recalled to duty, overtime rates apply to the recall. The rostered off public holiday benefit for a full-time Employee or part-time Employee shall not be diminished by such recall to duty.
6. Where a part-time employee is on a fixed roster and is ordinarily rostered on the day, or is rostered on the day, that is the public holiday, they will be paid for that day.
7. Provision of a table for overtime rates and clarification of overtime on public holidays.

L. Part 3

Where more favourable provisions exist, review and update enterprise agreement clauses to expressly comply with the National Employment Standards, the Fair Work Act and other workplace laws including:

1. Improved Family and Domestic Violence leave provision in accordance with National Employment Standards, and in addition with a minimum of 20 days paid leave per annum (noncumulative); with access to 20 days leave upon commencement of employment rather than being accrued for part-time and full-time employees, and in addition to access to personal leave. Paid Family and Domestic Violence leave to include penalties rather than the base rate only. Casual employees will be entitled to 10 days paid leave.
2. Inclusion of delegate or Job Representative provision aligning with legislative change and the template Award Union delegates clause. To include 5 days paid leave per annum for union delegates (non-cumulative). Leave to be for the normal shift length.
3. Inclusion of a Right to Disconnect clause.

4. Inclusion of a Flexible Working Arrangements clause, including updated attributes which attract the entitlement.
5. Include updated model Flexibility clause.
6. Express inclusion of Flexible Parental Leave entitlement and Paid no Safe Job Leave.
7. Update Public Holidays clause to include Easter Sunday and Grand Final Public Holiday.

The ANMF reserves the right to table additional matters as they arise in the course of drafting and in response to matters arising during bargaining for a new enterprise agreement.