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

Case ID 1083422

PART 1

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. Incorporate existing undertakings into the terms of the Agreement.

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 2.

B. Wages and Allowances

1. Wages and allowances for nurses/midwives to be increased to maintain parity with Victorian market rates set across public and private acute hospitals with first increase of the new agreement to be payable from the first full pay period on or after 1 July 2025.

2. Meal break provision ensuring that, where an employee is unable to take their meal break (including being able to leave the ward/unit area for their meal break) between three – five hours into their shift (otherwise than by agreement), 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, commencing from time of call. In addition, the employee is to be paid a vehicle use allowance per kilometre travelled to and from work during any period of recall to duty.

4. Improvement to the lead apron allowance entitlement to $10.00 per shift, or part thereof, that the lead apron is required to be worn (regardless of clinical area). 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 July 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 requirement to be full-time or part-time to access CNS/CMS classification.

7. Definition of Experience to reflect the working of 1248 hours for pay progression rather than number of shifts (clause 3).

8. Minimum classification level for Nurse Educators to be Grade 4B (incrementing by annual experience as defined).

9. Minimum classification level for Outreach Nurses to be Grade 4B (incrementing by annual experience as defined).

10. 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. Where an employee is appointed Floor Coordinator on a shift, a minimum Grade 4B rate of pay will apply for that shift.

11. Reimbursement of costs associated with Working with Children Checks.

C. Supporting Quality Care Provision

1. 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. Rehabilitation wards to be staffed at a minimum on the morning and afternoon shift as one nurse for every five patients in addition to the nurse in charge, and on night shift one nurse for every 10 patients.
    c. Oncology wards to be staffed at a minimum on the morning and afternoon shift as one nurse for every five patients in addition to the nurse in charge, and on night shift one nurse for every eight patients in addition to the nurse in charge.
    d. Coronary Care Units to be staffed at a minimum on the morning and afternoon shift as one nurse for every two patients in addition to the nurse in charge, and on night shift one nurse for every three patients.
    e. Mental health services to be staffed at a minimum of one nurse for every eight patients in addition to the nurse in charge, and a minimum of one nurse for every six patients for Detox and Eating Disorder units in addition to the nurse in charge - ECT nurse additional to core staffing on days when these procedures are scheduled.

2. Inclusion of a clause which provides that minimum staffing of operating theatres, post-anaesthetic recovery rooms, day procedure, endoscopy and catheter labs align with the *ACORN* and *ANZCA Standards.*

3. Provision ensuring that the Nurse/Midwife in Charge and Nurse Educator 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 one day per week allocated to each NUM/MUM for management/administration tasks associated with managerial function.

4. 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.

5. Limitation on use of short shifts (that is, a shift that is between 4-6 hours) to a maximum of one per 24-hour period on any ward/unit.

6. Provision to ensure that the minimum skill mix that Healthscope aims to achieve in all operating theatres and paediatric wards is: (i) 1/3 Registered Nurse with more than three years' experience; (ii) 1/3 Registered Nurse with one to three years' experience; and (iii) 1/3 graduate Registered Nurse/Enrolled Nurse.

7. Provision for the establishment and function of a Nursing & Midwifery Agreement Implementation and Staffing Committee (**NMAISC**) made up of representatives of ANMF and Healthscope to ensure appropriate consultation, collaboration and escalation of staffing and Agreement implementation concerns.

D. Gender Equity Matters

1. Paid parental leave to be increased to 14 weeks for long parental leave (for primary carers) and two weeks for short parental leave (non-primary carer).

2. Superannuation to be paid while an employee is on parental leave (paid and unpaid period) and during no safe job leave (paid and unpaid).

3. Remove delineation between primary and secondary carers, enabling partners to access long paid parental leave where they are the primary carer.

4. Include a definition of a "week's 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.

5. Adoption to be defined to include kinship care, where kinship care is comparable to adoption and permanent care orders, and to expressly include permanent care orders.

6. Prenatal leave to be expanded to cover assisted reproduction appointments that are only available during the employee's ordinary rostered shift.

7. Superannuation to be payable on ordinary time earnings, and in addition from 1 July 2026:

   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 for all staff (non-cumulative).

2. 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.

3. 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.

4. Employees to be entitled to reimbursement for CINAHL, EBSCO, MEDLINE, Proquest and Cochrane subscription fees.

5. All education deemed mandatory, or compulsory must occur within paid time. Overtime to be applied to mandatory training that does not occur in rostered time.

6. Provision of Study Leave for approved courses of study (not limited to post-graduate study) where relevant to an employee's role, and/or to complete the Bachelor of Nursing. Requests will be responded to within 14 days and will not be unreasonably refused.

F. Leave

1. The sixth week of annual leave to be provided to employees 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).

2. The 17.5% annual leave loading, where more advantageous, to apply to all periods of annual leave.

3. Single day personal leave absences without evidence to increase to 5 days per year.

4. A Statutory Declaration for personal leave can be used for five occasions per year for up to three days on each occasion.

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. Expand the definition of immediate family to include Employees who are foster carers or kinship carers 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.

5. 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.

6. Gender transition/affirmation leave of 20 days paid leave per year, plus up to 48 weeks of unpaid leave, for significant gender affirmation procedures.

G. Hours, Overtime, Rosters and Breaks

1. Roster to include periods of on call.

2. On-call allowance will increase to $77.20 on weekdays, $115.80 for Saturday, $135.10 on Sunday and $202.70 for a weekend public holiday and will increase with wage increases thereafter.

3. Clarification that 10-hour break applies for all overtime worked (clause 43.3). Where an employee would commence ordinary hours after overtime (including recall) with 3 or fewer hours remaining in their rostered shift, the employee will be paid for the entire rostered shift without any requirement to attend for duty.

4. An Employee rostered on call for the purposes of recall to staff an emergency in a Catheter Laboratory or Operating Theatre (including anaesthetics and recovery) will not be required to work overtime or be otherwise recalled other than for an emergency during that on-call period.

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. 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.

7. 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. Introduction of casual night shift allowance – to increase in line with wage increases;
    f. From commencement of the Agreement, 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%

8. Expansion of the obligation on Healthscope to provide transport for nurses and midwives following overtime, to cover any period of overtime, and to include the return journey when their vehicle remains at work.

9. Unpaid 10-minute breaks during overtime to be paid breaks. Provision of a 20-minute paid meal break in each 4 hours of overtime, to be taken within the first 90 minutes where the overtime is planned.

10. Any request by a nurse or midwife to establish a fixed roster (based on their existing long-standing roster), will not be unreasonably refused. This includes instances where the employer seeks to change the employee's roster.

11. Overtime provision to ensure that overtime is payable where additional hours are worked in reasonable circumstances but where there has not been an express "request" or "direction" of the Employer (clause 41).

12. 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 is required to wear full PPE (i.e. mask,

face shield, and gown), Healthscope will ensure there are arrangements providing that this occurs during paid time.

H. Employee Representation and engagement

1. The employer to grant an employee leave without pay for the purpose of secondment or other arrangement to work for the ANMF subject to the employer's reasonable operational requirements.

I. 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 expressly include temporary changes that may have a significant effect.

3. In the event of redeployment, entitlement to salary maintenance for 12 months, and in the event of a reduction in hours of work, preservation of long service leave quantum at time of redeployment.

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, 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, additional costs are incurred by the employee due to travel or other expenses, the employee will be reimbursed up to an amount of $1,900.

6. In the event of termination of employment for reason of redundancy, employees with service of nine years and over entitled to receive 16 weeks severance pay (in addition to notice as applicable).

J. Occupational Health, Safety and Wellbeing

1. Modernisation of accident make up pay clause to reflect "Regular Earnings" or PIAWE rather than "ordinary pay".

2. Lists of Designated Work Groups (DWGs), Health and Safety Reps (HSRs), their training dates and vacancies to be provided to ANMF by the employer twice a year (dates to be determined in the Agreement).

3. Inclusion of wording aimed at preventing and addressing gendered violence, focusing particularly on sexual harassment.

K. Other

1. RUSON/RUSOM (however titled) pay rate to be increased to 81.5% of the graduate rate.

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. Those with employer allocated portfolio work or administrative duties will have reasonable paid time to undertake such responsibilities (including rostering).

4. A clause to be included to recognise climate change as a health issue and establish processes to consult over environmental sustainability and climate change.

5. Improvement to CN/MS processes to ensure these roles are advertised four times per year and that this process has adequate transparency.

PART 2

1. Express inclusion of a Family and Domestic Violence leave provision in accordance with National Employment Standards, with a minimum of 20 days paid leave per annum (non-cumulative); 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. Include updated model Flexibility clause.

3. Express inclusion of Flexible Parental Leave entitlement.

4. Inclusion of delegate or Job Representative provision aligning with legislative changes and the template Award Union delegates clause. To include 5 days' paid leave per annum for union delegates (non-cumulative).

5. Inclusion of a Flexible Working Arrangements clause, including updated attributes which attract the entitlement.