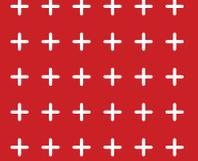


EBA 2020. Fairer. Safer.

Securing a sustainable nursing and midwifery workforce for all Victorians.

2020 PUBLIC SECTOR ENTERPRISE AGREEMENT
nurses and midwives



EBA CAMPAIGN UPDATE 13 FRIDAY 12 FEBRUARY 2021

Drafting of new agreement complete

A statewide ANMF members meeting of April 2020 endorsed the outcomes of bargaining for the replacement public sector nurses and midwives agreement. Since then ANMF and our legal team have been working with the Victorian Hospitals' Industrial Association (VHIA) and the Department of Health and Human Services (DHHS) and its legal team to go through the many hundreds of amendments to the old agreement required to include the improvements achieved. This process also involved updating the replacement agreement to include specific references to midwives and midwifery.

ANMF is pleased to be able to advise members that process has now concluded, and a draft of the proposed new agreement with tracked changes can be viewed bit.ly/3rJRGFV and a clean copy bit.ly/3rRk1u9.

As reported previously, the HSU (via its HACSU Branch) has taken issue with the revised definition of registered nurse and enrolled nurse. Consequently, there is an arbitration before a Full Bench of the Fair Work Commission to determine if the new clause 4.1(t) and 4.1(nn) remains, or if we revert to the clause in the 2016 Agreement. The case has now concluded, and once Fair Work issues its decision, the process for approval of the agreement by a statewide vote can commence.

In summary the improvements are:

1. The remainder of the wage and allowance increases agreed in the eight-year 2016 wages deal, including a 3% increase from 1 December 2020 (which you should have already received).
2. **From 1 April 2021** an employee will be eligible for parental leave with 6 months service rather than 12 months.
3. **From 1 April 2021:** an employee whose long parental leave **commences** on or after 1 April 2021 will be entitled to 14 weeks paid parental leave, up from 10 weeks for leave that commences on or before 31 March 2021.
4. **From 1 April 2021:** an employee who takes short parental leave that **commences** on or after 1 April 2021 will be entitled to two weeks paid parental leave, up from one week for leave that commences on or before 31 March 2021
5. **From 1 July 2021:** superannuation contributions will be payable throughout any period of unpaid parental leave (not just the paid component).

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6. A completely rewritten long service leave clause to ensure all employees, including casuals, can find their entitlement in the same clause in the agreement.
7. **From 1 July 2021** you can access your long service leave (pro-rata) at nine years' service (currently 10 years), from **1 July 2022** this will be from eight years, and from **1 July 2023** from seven years of service
8. **From 1 July 2020** any period of unpaid leave taken on account of illness or injury will count as service for long service leave
9. **From 1 July 2020:** parental leave will count as service for long service leave – employees who have taken parental leave between **1 November 2018 and 30 June 2020** can have this service recognised for long service leave, but only on application. (ANMF will provide further advice about this.)
10. **From 1 July 2022:** both full time and part time employees who work on 10 or more weekends in a year will be entitled to an additional (sixth) week of annual leave. For those who work less than 10 weekends, this will be on a pro-rata basis.
11. **From 1 July 2020:** if your employer changes your roster without 14 days' notice it will attract the "change of roster allowance" (\$34.00) on each occasion (currently seven days' notice) – this will include changes to the on-call roster.
12. **From 1 July 2020:** if your employer changes your roster without seven days' notice the "change of roster allowance" doubles to \$68.00, this will include changes to the on-call roster.
13. **From 1 July 2020:** an employee who is required as part of their usual duties to wear a lead apron, is to be paid the lead apron allowance (\$8.00) for each shift or part thereof on which the lead apron is worn.
14. **From 1 January 2021:** members required to hold a Certificate IV TAE will be eligible for a 3.5% (\$49.10) qualification allowance (if not already in receipt of a higher qualification allowance).
15. **From 1 July 2023:** the Sunday night shift allowance for full and part time employees will rise to \$154.63 per shift.
16. **By 30 June 2021:** the introduction of an 8:8:10 roster arrangement for 24/7 wards at East Wimmera Health Service (Charlton, Wycheproof and Birchip campuses) Edenhope and

- District Memorial Hospital, Western District Health Service (Hamilton and Penshurst campuses) and Kerang District Health.
17. Definition of a “campus” to ensure that health services comply with the requirement to appoint a DON and After-Hours Coordinators
 18. Improved definition of registered nurse and enrolled nurse to ensure that nurses working as part of the ED team remain covered by the Nurses and Midwives Agreement (this is subject to the outcome of proceedings in the Fair Work Commission).
 19. Updates to how and when international experience counts as experience in Victoria.
 20. The establishment of a Statewide Industry Panel Clause to ensure that all employees covered by the proposed agreement will be properly classified and graded, resolve any disputes regarding employer proposals to amalgamate wards or units, develop the three level NUM/MUM structure criteria, and classification descriptors for the CAPR classification stream (liaison, clinical co-coordinators and advanced practice).
 21. The establishment of a Gender Based Standing Committee to review gender audit results; promote gender equity initiatives; and identify and address any gender pay gaps.
 22. Improved consultation, and dispute resolution provisions, including for managing requests for flexible working arrangements.
 23. Improved disciplinary arrangements (now titled ‘managing performance and conduct’) including rules around performance improvement plans.
 24. Limitations on the use of fixed-term employment.
 25. Higher Duties for an enrolled nurse where there is no registered nurse available for the shift in a high-care ward.
 26. Updated vehicle allowance based on the vehicle engine type.
 27. Enhanced travel costs clause, for example where you agree to be redeployed to another campus you may also be compensated for additional travel time.
 28. Mandatory crib time (paid meal break) where employees are regularly unable to take their meal breaks (including because you are not entitled to leave the ward for the meal break).
 29. Where an employee performs a role that requires changing into specific clothes that are necessary to perform work - such as theatre - the employer will ensure there are local arrangements providing that this occurs during the shift.
 30. Rosters will be 28 days duration posted 28 days in advance (currently 14 days in advance).
 31. On-call work, as far as practicable, must also be on a written roster of 28 days duration posted 28 days in advance .
 32. An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.
 33. **From 1 July 2021:** 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 the emergency during that on-call period, subject to:
 - a. the employee may be required to remain at work beyond the completion of rostered ordinary hours to conclude a procedure that commenced before the conclusion of rostered ordinary hours;
 - b. will be entitled to recall to duty in the event they remain on-duty after the completion of a procedure that commenced before the conclusion of rostered ordinary hours; and
 - c. as far as practicable, and having regard to fatigue considerations, each employer will seek to ensure that non-emergency overtime/recall will be allocated to employees not rostered for emergency recall.
 34. Where an employee is on recall that can be managed from home, and the employee is due to commence rostered ordinary hours within four hours of the completion of the last recall, and the cumulative recall work in the eight hours immediately preceding rostered duty meets the following criteria:
 - a. has exceeded two hours work (rather than the time paid); or
 - b. comprises three or more recalls over a period of four hours or more;
 the employer will:
 - c. not require the employee to resume or to continue to work without having had 10 consecutive hours off duty without loss of pay for rostered ordinary hours; or
 - d. pay the employee at the rate of double time until released from duty for 10 consecutive hours, without loss of pay for rostered ordinary hours occurring during such absence.
 35. Introduction of a process for managing high demands annual leave periods.
 36. Improved portability (for long service and personal leave) where the employee remains on the casual bank.
 37. Improved processes for managing fitness for work
 38. Introduction of paid defence service leave
 39. Introduction of up to two weeks paid leave to engage in voluntary emergency management activities, including reasonable travelling time associated with the activity; and reasonable rest time immediately following the activity
 40. Introduction of up to three days special disaster leave where an employee cannot attend work due to a disaster affecting the employee
 41. Any education or training deemed compulsory or mandatory by the employer must occur within an employee’s paid time. No deduction will be made to an employee’s annual professional development leave for mandatory training.
 42. The four-stream career structure is now fully embedded in the proposed agreement.
 43. Nurse or midwife managers at NM5 (old Grade 5) will all be graded in four levels according to their campus or health service. A comprehensive list of campuses and health services and their categories for this purpose are contained in Appendices to the agreement.
 44. Any requirements to continue to meet the clinical nurse/midwife specialist criteria must occur during rostered time.
 45. Portability of CNS, if a CNS or CMS commences employment with another employer within the same specialty, the new employer will advise the CNS/CMS of the next advertisement period and where a successful application the employee will be paid as a CNS/CMS back to the date of commencement in the new role.
 46. Employers must ensure managers/supervisors receive adequate education and support to ensure the assessment of OHS risks; the undertaking of OHS incident investigations; and consultation with staff over OHS issues.