



PLEASE NOTE: - this is not the offer from the employer. FINAL offer yet to be tabled. Negotiations continue - this is ANMF NT's analysis of the claims canvassed so far.

Overview of ANMFNT Member claims – Employer response

17th August 2022

	ANMF Members Claims	OCPE/DoH response	Comments
1	Wages for nurses and midwives - maintain their salary comparable with the top three states in Australia	No	ANMF NT advised employer the wage policy will have a detrimental effect on N & M wages which will see NT N & M's go backwards and fall out of the top 3
2	6% wage increase per annum	No	This claim is not agreed because of the parameters set by the Wages Policy.
3	3 year agreement with a further 1 year option.	pending	Awaiting employer offer/proposal
4	Period of operation to be from 9th August.	Agreed	
5	Allowances to be increased by annual wage percentage increase per year.	No	Determination 1 allowances will receive increase

6	Night Duty penalty to increase to 30%	No	This claim is not agreed because of parameters set by the Wages Policy.
7	Afternoon Shift Penalty increased to 20%	No	This claim is not agreed because of parameters set by the Wages Policy.
8	Saturday Shift Penalty increased to 75%	No	This claim is not agreed because of the parameters set by the Wages Policy.
9	If working an afternoon shift on a Saturday or Sunday, penalty rates for the afternoon shift and Saturday or Sunday penalties will both be paid.	No	This claim is not agreed because of the parameters set by the Wages Policy.
10	If working night duty from midnight Friday to 0600hrs Monday both night duty penalty and Saturday or Sunday penalties will both be paid.	No	This claim is not agreed because of the parameters set by the Wages Policy.
11	Part time Nurses & Midwives to receive overtime payment after working in excess of 64 hours per fortnight, including restrictive duty and emergency duty.	No	This claim is not agreed because of the parameters set by the Wages Policy.
12	12 hour shift to attract penalty rates, example: 0700hrs – 1900hr shift, penalty rate will apply from 1200hrs (e.g., afternoon penalty rate from 1200hrs – 1900hrs).	No	This claim is not agreed because of the parameters set by the Wages Policy.
13	Nurse 3 level to be uncapped, with a clear transition pathway for N2Yr7 to move on up to a Nurse 3 level.	No	Agency view this claim as an operational matter.
14	Introduction of a third classification level for Nurse 6, 7 & 8.	No	Cost implications have been identified for this claim that fall outside of the wages policy.
15	Inclusion of AIN/AIM similar model to Victoria's RUSON model in Enterprise Agreement	Agreed	The parties have agreed to in principle inclusion of the claim in the EA.

16	MGP Determination to be incorporated into Enterprise Agreement.	Agreed	The parties have agreed to in principle inclusion of the claim in the EA.
17	Expand Recognition of Previous Experience clause 23.3 & 23.4 to include overseas nurses.	Agreed in principle, but not in EA, Employer prefer to amend policy	There is consensus from DOH on the intention of the claim that previous experience of overseas nurses should be recognised on commencement of employment. DOH would be agreeable to amending their policy on this matter.
18	Introduction of Nurse/Midwife – client/patient ratios across all public sector acute and non-acute services, including ED, EMU, Renal, acute mental health, community mental health, Primary Health, delivery suite etc.	No	The Agency has a business planning framework (BPF) that attempts to streamline this issue. Funded FTE considerations present.
19	Safe workloads in midwifery - count babies in midwifery workloads.	No	Commonwealth funding issue, unqualified babies not counted, hence no funding. Australia wide issue.
20	Appropriate skill mix and early career nurses/midwives or novice practitioners, ensure that they are not the most senior nurse on shift and will not be allocated in charge.	No	DOH is of the view that the Business Planning Framework (BPF) addresses this issue by ensuring a skilled senior nurse is available on these shifts at all times and that early career nurses/midwives are not given team leader responsibilities on the morning or late shift.
21	In charge of shift (however named) will not be allocated a patient load and will be in addition.	No	
22	NCCTRC recognition of all hours worked when deployed.	No	
23	Programmed Days Off (PDO) for Nurses and Midwives to be written into the enterprise agreement. The following to be included also – any changes to PDO roster must be agreed between management and ANMF NT.	Pending	Ongoing discussions - still have to reach a conclusion

24	Overtime, restrictive duty and rest relief clauses to be clearly written. In addition, through the ANMF NT/DoH Consultative Committee, a guideline document be developed with clear information of how rest relief, restrictive/overtime payments (including minimum periods) are paid and implemented in both remote and acute.	Agree in principle	Will be addressed through a guidance document
25	Best Practice Rostering Policy and Procedure - to be written into the Enterprise Agreement, that any amendments/changes are to be in consultation and agreement with the ANMF NT.	Agreed in principle	However, that the claim can be resolved through inclusion as a standing agenda item for the CC & included in its TOR.
26	Minimum 10-hour break between shifts.	No	The Agency has confirmed that this would not be possible to implement operationally and would involve significant changes to staff rosters, shift hours and may impact upon patient care.
27	Remote Call out – Continuous 10 hour break, immediately preceding shift commencement.	No	The Agency has confirmed that this would not be possible to implement operationally.
28	Travel and flights to attend work/meetings to be recognised as hours worked and paid overtime or Time of in Lieu (TOIL).	No	Workarea manager needs to build business case and present to OPCE for consideration, may be addressed via a determination
29	Staffing levels to be published and made available to ANMF NT.	Agreed in Principle	Agreed to in principle, however, that this is better addressed outside of the EA given there are Business system barriers in being able to pull this data.
30	ANMF NT to be involved with monitoring and reviews of safe workloads model.	Agreed in Principle	Agreed to in principle, however, that it would be better addressed outside of the EA or through activating the current EA Cl. 15 Consultative Committee.

31	Standardise normal shift lengths in inpatient areas to eight-hour day, eight-hour afternoon and 10-hour night, into Enterprise Agreement, for both full time and part-time employees, unless agreed otherwise.	Agreed in principle	Will be addressed through drafting EA process
32	Operating Theatre Nurses to have change in and out of scrubs time of 10 minutes at the beginning and finishing time of each shift.	No	Not operationally possible to support this. Staff are expected to be ready to work which includes wearing appropriate PPE clothing. Costing implications exist with the claim lying outside of the wages policy.
33	Clause 38.4 – Roster will be posted at least 14 days before it comes into operation.	Agreed in Principle	System adjustment will occur
34	Clinical Nurse Manager (CNM) to receive 7 weeks annual recreation leave in recognition of unpaid overtime. This should also include any management position at this level and above, who work excessive unpaid overtime.	No	This claim is not agreed because of parameters set by the Wages Policy.
35	Annual fit testing for N95 respirator masks for all nurses and midwives.	Agreed in principle	However, that it would be better addressed outside the EA give WHS requirements already exist.
36	Clause 42 - Tea Breaks to be reworded and include – That Nurses and Midwives are entitled to two 15-minute paid tea breaks per shift and to ensure that tea breaks are taken in an effort to mitigate fatigue in the workplace.	Agreed	Agreed to in principle to a review of the wording of this Clause to reflect the need for breaks to mitigate fatigue.
37	Include Nurses & Midwives working 12 hour shifts shall have two 30 minute paid meal breaks during each shift, into Enterprise Agreement.	No	Agency supports that 1 paid 30 min and one unpaid is an appropriate entitlement and is what is happening in practice. The provision of 2 paid meal breaks has significant cost implications and is outside the wages policy.
38	Clause 16 – include wording – (c) Employees will have a break every 2 hours if wearing full PPE.	No	WHS legislative requirements support and address this claim. An issue that can and has been resolved on an operational level.

39	Clause 16 (b) tighten wording to enforce 10 minute break, after wearing lead apron for one hour e.g. for every hour work up until 4 hours in a lead apron, a consecutive 10min period of rest be given e.g. 40 minutes and if procedure continues after 4hours it is expected that relief be given.	No	To be addressed through WHS committee																				
40	An employee required to wear a lead apron shall be paid an allowance of \$3.00 per hour.	No	This claim is not agreed because of parameters set by the Wages Policy.																				
41	Remote Area Nurse/Midwife safety review.	Agreed in principle	However, agreed that this be addressed though the ANMFNT/DoH Consultative Committee (CC), rather than through amendment of the EA.																				
42	Full review of Remote Area Housing for nurses, safety and suitability.	Agreed in principle	However, agreed that this be addressed though the CC rather than through amendment of the EA.																				
43	Staff Health Clinic – Access to doctors, physiotherapy etc	No	Practicality issues exist. Potential resourcing and revenue implications for government.																				
44	<p><u>Professional Development Allowance</u> to be paid as an upfront model for all employees and paid at the current rate of the reimbursement model and increased during the life of the agreement, in line with wage increases, as follows:</p> <table border="1"> <thead> <tr> <th></th> <th colspan="4">Rate effective from</th> </tr> <tr> <th>Qualifying Period</th> <th>01/09/2022</th> <th>01/09/2023</th> <th>01/09/2024</th> <th>If 4th Year 01/09/2025</th> </tr> </thead> <tbody> <tr> <td>1 – 3 years</td> <td>\$734</td> <td>\$778</td> <td>\$825</td> <td>\$875</td> </tr> <tr> <td>> 3 years</td> <td>\$2197</td> <td>\$2329</td> <td>\$2469</td> <td>\$2617</td> </tr> </tbody> </table> <p>Or alternative option of \$2197 per annum paid fortnightly (pro rata for part time workers) rate increased with 6% pay increase per annum</p>		Rate effective from				Qualifying Period	01/09/2022	01/09/2023	01/09/2024	If 4th Year 01/09/2025	1 – 3 years	\$734	\$778	\$825	\$875	> 3 years	\$2197	\$2329	\$2469	\$2617	No	This claim is not agreed because of parameters set by the Wages Policy.
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45	<p>Post Graduate Qualification Allowance increase % as follows:</p> <table border="1" data-bbox="483 205 1292 740"> <thead> <tr> <th data-bbox="483 205 918 261">Qualification</th> <th data-bbox="918 205 1292 261">Allowance</th> </tr> </thead> <tbody> <tr> <td data-bbox="483 261 918 384">Nurse 1 (Enrolled Nurse), Course of study no less than 6 months or 120 hours.</td> <td data-bbox="918 261 1292 384">4.5% of the fifth pay point of the Nurse 1 classification</td> </tr> <tr> <td data-bbox="483 384 918 501">Nurse 2-8 (Registered Nurse / Registered Midwife), Conversion degree or graduate certificate</td> <td data-bbox="918 384 1292 501">4.5% of the maximum pay point of the Nurse 2 classification</td> </tr> <tr> <td data-bbox="483 501 918 624">Nurse 2-8 (Registered Nurse / Registered Midwife), Graduate Diploma</td> <td data-bbox="918 501 1292 624">5% of the maximum pay-point of the Nurse 2 classification</td> </tr> <tr> <td data-bbox="483 624 918 740">Nurse 2-8 (Registered Nurse / Registered Midwife), Master's degree or Doctorate</td> <td data-bbox="918 624 1292 740">6% of the maximum pay point of the Nurse 2 classification</td> </tr> </tbody> </table>	Qualification	Allowance	Nurse 1 (Enrolled Nurse), Course of study no less than 6 months or 120 hours.	4.5% of the fifth pay point of the Nurse 1 classification	Nurse 2-8 (Registered Nurse / Registered Midwife), Conversion degree or graduate certificate	4.5% of the maximum pay point of the Nurse 2 classification	Nurse 2-8 (Registered Nurse / Registered Midwife), Graduate Diploma	5% of the maximum pay-point of the Nurse 2 classification	Nurse 2-8 (Registered Nurse / Registered Midwife), Master's degree or Doctorate	6% of the maximum pay point of the Nurse 2 classification	No	This claim is not agreed because of parameters set by the Wages Policy.
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46	Shift Responsibility Allowance will be paid for the whole shift if rostered/allocated as the team leader (in charge of shift) on any shift (M/L/N) (even if there is a N3 an above present in the workarea).	No	This claim is not agreed because of parameters set by the Wages Policy.										
47	A full electricity subsidy for Nurses/Midwives accommodated in Rio Tinto housing, in Nhulunbuy (Gove).	No	This claim is not agreed because of parameters set by the Wages Policy.										
48	All mandatory training to be completed in work hours.	No	Better resolved on an operational level. Policy available that addresses this issue.										

49	All Employees will be entitled to five days paid professional development leave. An Employee who is a Nurse Practitioner will be entitled to a further 10 hours of paid professional development leave per annum. The entitlement for Part-time Employees will be on a pro rata basis. Professional development leave will not accumulate from year to year.	No	This claim is not agreed because of parameters set by the Wages Policy.
50	Mandatory supernumerary days for New Graduates (RN/M & EN), Transition to Practice and integration Registered Nurse/Midwife.	No	Flexibility needed and dependent upon the learning needs of the staff member.
51	Clause 54 to be expanded to include Katherine, Tennant creek and Alice Springs, as retention investment.	No	This claim is not agreed because of parameters set by the Wages Policy.
52	Retention bonus of \$4000 for all Nurses and Midwives, on approval of EA in FWC and a further payment in August 2024.	No	This claim is not agreed because of parameters set by the Wages Policy.
53	Improve housing stock for Nurses and Midwives across the NT.	No	This claim is not agreed because of parameters set by the Wages Policy.
54	The additional weeks paid recreation leave based on working 10 Sundays and/or public holidays in a year (Clause 56.3 (iii)). Shall include non-shift workers (e.g. KDH/GDH OT, Community Health), whom work either oncall or requested to work weekends (under exceptional circumstances e.g. pandemic/endemic) are also entitled to the extra weeks leave for working 10 Sundays.	No	This claim is not agreed because of parameters set by the Wages Policy.
55	Jury Duty to be reinstated into Enterprise Agreement.	Agreed	Will be addressed through drafting EA process
56	Prison Nurses to be supported, of being exempt from Jury Duty.	No	This is an outside jurisdictional issue where there is an obligation to participate as apart of a persons civil duties. Prison nurses who wish to be exempt is a case by case management matter.

57	Community Service Leave to be included in the Enterprise Agreement and referenced to National Employment Standards (NES)	Agreed	Will be addressed through drafting EA process
58	Superannuation to be paid whilst on Workers Compensation.	No	This claim is not agreed because of parameters set by the Wages Policy.
59	Amend clause 60.4 (d) to include the following wording 'on commencement of employment'.	Agreed in principle	Will be addressed through drafting EA process
60	DoH/ANMF NT Branch EA Consultative Committee from EA 2022 - 2025 ANMF NT Branch and the DoH continue with the above committee during the life of this Enterprise Agreement.	Agreed	Operational claims will be addressed through CC meetings.
RAN Central Australia claims			
61	Remote Area Nurses request to be acknowledged, recognized and accepted as Remote Area Nurses, as an occupation and profession, with the Australian Health Practitioners Regulation Agency.	No	Outside of Agency & CPE authority.
62	6% wage increase – Agree with already submitted LoC item	No	This claim is not agreed because of parameters set by the Wages Policy.
63	FOILS/ Isolation leave – To be extended to 3 FOILS, in conjunction with Seven days Isolation Leave and Two paid return airfares to any capital city in Australia, of the employee's choice per year.	No	This claim is not agreed because of parameters set by the Wages Policy.
64	RAN's cannot be assigned or tasked to perform or execute any more than Five consecutive day's OnCall, being either first or second On-Call, without repose before a mandatory break period of no less than 48 hours is allocated without dispute.	No	Cannot not include in EA, as would not be able to operationally meet. But will be monitored through CC
65	RAN's cannot be assigned or tasked to perform or execute any more than Three consecutive days of First On-Call without a break period of either being second On-Call or a break period of no less than 24 hours.	No	Cannot not include in EA, as would not be able to operationally meet. But will be monitored through CC
66	RAN's cannot be expected to work anymore than eight days of On-Call, either first and/or second in a 14 day period.	No	Cannot not include in EA, as would not be able to operationally meet. But will be monitored through CC

67	When there is only One RAN in community, employed with a second responder, for a duration of more than Three days (72hrs) without having a 24hr break, appropriate relief staff is to be provided to cover the fatigue of the On-Call nurse. If this is not possible, the Remote Health Centre is to be closed for a 24 hour break and the One-Call phone is to be redirected / diverted to another service provider (MRACC, Health Direct, St John's Ambulance etc.)	No	Cannot not include in EA, as would not be able to operationally meet. But will be monitored through CC
68	On call allowance to be increased from \$3.00 per hour to \$6.00 per hour as per the CPI increase in remote communities	No	This claim is not agreed because of parameters set by the Wages Policy.
69	If a Remote Area Nurse is assigned or tasked to perform On-Call for a period of no less than Ten Sundays per year, the Remote Area Nurse is to receive One week's recreational leave as per shift workers and hospital staff.	No	This claim is not agreed because of parameters set by the Wages Policy.
70	Remote Area Nurses are to have 2 weekends off per month – 1 weekend per month must be a full weekend with a minimum time of, starting Friday afternoon (1700hrs) and finishing Monday morning (0800hrs)	No	Operational not practical. To consider fatigue clause and monitoring through CC.
71	Request for the overtime & rest relief clauses to be reviewed and rewritten – Rest Relief clauses are complicated in a remote setting. – Time scales to be included. If a Remote Area Nurse is called out after 0300hrs on a working week, then the Nurse completes the normal Eight hour day with a 1 hour meal break starting from the Call-out time.	Agreed in Principle	As per claim 24 on page 4
72	Appropriate relief staff to be provided to clinics whilst Remote Area Nurses are out of community undertaking mandatory training, study leave etc. Remote Area Nurse – N4 must be replaced by an N4 and a Remote Area Nurse – N5 must be replaced by an N5 and not a second responder, when permissible.	No	Cannot not include in EA, as would not be able to operationally meet. But will be monitored through CC
73	Remote Housing standards to be reviewed and security issues to be escalated – CCTV, fencing & window security screening.	Agreed in principle	As per claim 42, page 6. However, agreed that this be addressed though the CC rather than through amendment of the EA.
74	CPI to be increased from 5.5% to 7.5% for remote communities	No	Outside of Agency & CPE authority.

75	Retention allowance/ bonus for long term nurses be apportioned according to time served in the organisation be distributed and provided to the Remote Area Nurses in a timely and effective manner, as follows: - Remote Area Nurses that have worked for a minimum of Twelve months in a remote location but less than Two years be allocated a sum of \$15,000 per annum with an increase of pecuniary value of \$5,000 per annum until the maximum sum of \$25,000 is reached, per annum. - Remote Area Nurses that have worked for a minimum of Two years, in a remote location but less than Three years in a remote location be allocated a sum of \$20,000 per annum with an increase of pecuniary value of \$5,000 per annum until the maximum sum of \$25,000 is reached, per annum. - Remote Area Nurses that have worked for a minimum of Three Years in a remote location be allocated a sum of \$25,000 per annum. - The monetary values for the retention allowances / bonuses, above, be supported, allocated and contributed to the Remote Area Nurses every Twelve months for four years and be reviewed after that time.	No	This claim is not agreed because of parameters set by the Wages Policy.
76	Remote Area Nurses be given the option of being employed in split shifts. The split shifts be directed by the employer in consultation with the Remote Area Nurse, such as: - The Remote Area Nurse be able to conduct shifts in Remote Health Centres of Eight weeks employed and four weeks of paid leave, (8 and 4, 6 and 2 etc.) The remote Area Nurse will surrender and relinquish recreation leave and sick leave to coincide with Twelve weeks paid leave per annum. This will not include Rostered or Paid days off, Isolation Leave with FOIL's, Compassionate Leave etc. If the Remote Area Nurse becomes unwell, afflicted or indisposed etc. the RAN will be able to take leave previously accrued or Leave Without Pay.	No	In principle agree but will need to follow up on similar proposal tabled through ELT. To monitor this progress through CC.
Correctional Nurses Alice Springs			
77	6% Wage increase (same as RAN & in ANMF log of claims).	No	This claim is not agreed because of parameters set by the Wages Policy.
78	No more than 6 straight shifts	No	Already in Rostering Guidelines
79	Fair distribution of weekend shifts with at least 2 weekends off per month.	No	Already in Rostering Guidelines