

NORTHERN TERRITORY GOVERNMENT ENTERPRISE AGREEMENT OFFER TO NURSES & MIDWIVES

A SUMMARY BY ANMF NT BRANCH

Please READ carefully, this is the offer by the Commissioner for Public Employment (your Employer) for your consideration and to survey your answer as Yes or No.

Please read the long document or watch the video or both. Before you say yes or no.

1. This **agreement covers** nurses, midwives, and registered undergraduate students of midwifery (RUSON/RUSOM). In the case of RUSON/RUSOMs previously called Assistants-in-Nursing/Midwifery (A1N/Ms).
2. **Everyone will receive 3% pay** rise each year over the 4-year agreement.
 - a. 3% per annum salary increase payable on the first pay period on or after 20 August '22.
 - b. 3% per annum salary increase payable on the first pay period on or after 20 August '23.
 - c. 3% per annum salary increase payable on the first pay period on or after 20 August '24.
 - d. 3% per annum salary increase payable on the first pay period on or after 20 August '25.

As your agreement should have been completed by 20th August '22, your 1st, 3% pay rise should have been nearly 10 months ago, once your agreement has approval by the FWC you will get the 1st, 3% pay rise in backpay on your base rate and your shift penalties (late/night) if applicable to you – see below for those late/night duty increases.

Back pay – as soon as the Fair Work Commission, has approved your agreement, then you will receive back pay until 20th August 2022.

3. **Extra Yearly Increments for all Classifications N1 up to N8.** (i.e. if you are now a Nurse 1 year 5, then you will go up to Year 6, and so on for all the levels)
4. **“Attraction & Incentive Allowances”:** (or bonuses) – If you live in:
 - a. **Darwin / Palmerston** (for all nurse/midwife levels) you will receive \$4,000 in total (\$1,000 soon after FWC approval, 12 months' time \$1,500, then in 24 months' time \$1,500 = \$4,000)

- b. **Katherine / Gove** (for all nurse/midwife levels) you will receive \$5,000 in total (\$1,000 soon after FWC approval, \$2,000 in 12 months' time, then \$2,000 in 24 months' time)
- c. **Central Aust & Barkly** region (for all nurse/midwife levels) you will receive \$7,500 in total. (\$1,500 soon after FWC approval, \$3,000 in 12 month's time, & \$3,000 in 24 months' time)
- d. **Remote** right across NT to receive \$9,000 in total. (\$2,000 soon after FWC approval, \$3,500 in 12 months' & \$3,500 in 24 months' time)

The reason the Commissioner has offered different monetary amounts “Attraction & Incentive Allowances” is because the more difficult areas that are struggling to attract and retain staff will receive the higher amounts.

5. Shift Allowance to afternoon & Night duty

There will be an increase in the afternoon shift from 15% to 17%, night duty to increase from 22.5% to 25%.

6. Agreement will be for 4 years. Backdated to 20th August '22, and expiry 9th August 2026.

7. Increases with on-call allowance.

Increase to all on-call allowances by \$1.00 per hour, as set out in the following table.

	Current	New rate
Overnight	\$56.90	\$72.96
A day & a night	\$85.30	\$109.44
An hourly rate of	\$3.56	\$4.56
Katherine & Gove DH operating theatre		
Mon-Fri per hour	\$4.41	\$5.41
Friday to Midnight Sundays & PH per hour	\$5.68	\$6.68

8. Extension of the exemplary practice allowance to nurses in remote localities

Extension of the exemplary practice (EP) allowance to nurses in remote localities. The requirements for access to this allowance would remain the same. The rates of the exemplary practice allowance would be:

Exemplary Practice Category 1 (N2-N4)	6% of N2, 4 th salary point
Exemplary Practice Category 1 (N1)	6% of N1, 4 th salary point



Exemplary Practice Category 2 (N2-N4)	13% of N2, 4 th salary point
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Exemplary Practice has been available to all N1 to N2 in all urban areas for about 8 years, as part of your agreement, now it is extending to N3 & N4 and in remote areas.

9. Improved post-graduate qualifications allowance.

Your Agreement would increase the post-graduate qualifications allowance by 0.5% in all categories as follows:

N1 (Course of study > 6 months or 120 hours)	4% of N1 5 th salary point
N2-8 (Conversion degree or graduate certificate)	4% of N2 maximum salary point
N2-8 (Graduate diploma)	4.5% of N2 maximum salary point
N2-8 (Masters or doctorate)	5.5% of N2 maximum salary point

10. Continue to increase expense-related allowances in line with Darwin CPI

Your Agreement will increase allowances in Determination 1 of 2023 that are adjusted from September to September with Darwin CPI. These allowances will not reduce if the Darwin CPI is negative.

11. No involuntary redundancies for the term of this Agreement (4 years)

There will be no involuntary redundancies (notice of redundancy). This would not apply to an employee who has been declared potentially surplus to requirements under section 41 of the (Public Sector Employment Management Act (PSEM Act), and who have been listed on the Office of the Commissioner for Public Employment (OCPE) redeployment database for longer than 2 years.

12. No reduction in current and future entitlements for the term of the new Agreement

There will be no reduction in current and future entitlements during the term of the new Agreement (including the provision of allowances and leave arrangements), and general employment conditions will not be varied without consultation and agreement with the affected parties.

(Basically, no changes in allowances or entitlements are allowed until expiry of this agreement until 09/08/2026. This means the Commissioner cannot remove or change this agreement without consultation from you as employees and the Unions).

13. The following **By-law leave entitlements** will be put into this Agreement. Previously they were on their own on OCPE website and hard to find, now they will be in your agreement.

- Defence service leave (By-law 14)
- Emergency leave (By-law 15)
- Leave without pay (By-law 16)
- Leave to attend arbitration business (By-law 17)
- Miscellaneous leave (By-law 18) (includes community service leave)
- Release for jury service (By-law 20)
- Release to attend as a witness (By-law 21)

Miscellaneous leave (By-law 18, as above) includes: blood donation leave, and leave to engage in voluntary emergency management activities. To engage in voluntary emergency management activities will be updated to reflect current legislation.

14. Improved leave for disabilities caused by war service

The existing entitlements, set out in Determination 6 of 2011, would be improved to enable eligible employees to access their accrued war service leave (i.e., leave granted and accrued in relation to their original disability) for a further condition recognised as caused by war sometime after the recognition of the original disability (e. g., PTSD). Leave is currently only available in relation to the original disability.

15. NAIDOC march and approved activities

Paid NAIDOC leave will be available (up to 3 hours) to attend the NAIDOC march and NAIDOC week activities. Paid leave will be approved where flexitime or time off in lieu are not otherwise available.

16. Kinship obligation leave - 5 days paid leave for sorry business.

The Australian First Nation's definition of kinship will be included in the Agreement for the purpose of providing up to 5 days paid leave per annum to attend sorry business or related purposes. That definition will be:

'Australian First Nations kinship where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups or families to which the employee belongs.'

The 5 days will be in addition to compassionate leave. The leave can be taken in broken periods. It can also be taken at half pay. The 5 days do not accrue (not taken in one year, cannot sit there for the next year and have double, must be used in each year or lost).

17. Foster and kinship carer's leave

Foster carer and kinship carer's leave that is set out in Determination 7 of 2020, would be now written into your Agreement. To provide 2 days paid leave (currently unpaid) to attend permanent care order interviews.

18. Cultural and ceremonial leave

5 days unpaid cultural and ceremonial leave in your current Agreement will be improved to give the CEO (or delegate, like your manager or co-director) the discretion to approve additional unpaid cultural and ceremonial leave, on request.

19. Gender transition leave

Gender transition leave would be available to support employees who are transitioning their gender. Employees (excluding casuals) with at least 12 months service and who have commenced transitioning their gender would be entitled to up to 12 months leave, (4 weeks paid and 48 weeks unpaid). Additional paid leave may be granted by the CEO on a case-by-case basis.

20. Leave to engage in voluntary emergency management activities.

This brings this miscellaneous leave (By-law 18) regarding volunteering for emergency management activities into your Agreement. This will be updated to reflect current legislation and it would be improved to include paid leave for reasonable rest time immediately following the employee's participation in the emergency management activities.

21. Improved compassionate leave.

There would be several improvements:

- i. 3 days increased to 5 days on the death or serious threat to life of the employee's immediate family or household member, which will now include still births.
- ii. NEW - 3 days paid compassionate leave on the death of the employee's (excluding casuals) extended family member. These are relatives not covered under 'immediate family or household member'. 'Extended family member' would be defined as:
 - a spouse of the employee's child (e.g. son-in-law)
 - a spouse of the employee's sibling (e.g. sister-in-law)
 - an aunt, uncle, nephew or first cousin of the employee.
- iii. NEW - 3 days paid leave if the employee or their partner experiences a miscarriage. The employee must provide a medical certificate from a medical practitioner stating that the employee's pregnancy or the partner's pregnancy has ended. Leave is unpaid for casual employees.

22. Health screening leave

Currently 1 hour paid leave is available every 2 years for cancer screening under miscellaneous leave (By-law 18). The Agreement would replace this entitlement with a new 'health screening leave' that enables employees to access up to 1 hour of paid leave per year for the purpose of undertaking a health screening test associated with a public health screening program. A 'health screening test' means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions. If an employee undertakes screening for cancer and mental health in the same year, the maximum entitlement is 1 hour of paid leave.

23. Flexible lifestyle (purchased leave) leave.

A new provision so you can purchase additional leave. It would allow employees to request up to 8 weeks additional leave per year and to take that leave in blocks of 2 days.

Employees can purchase more leave, through salary deductions to be taken in the year in which it is purchased. Conditions will apply.

24. Parental leave improvements

Improvements.

a. Employer superannuation contributions (SG) paid during parental leave.

- NEW - Recognising the support parents need at the time of the birth/placement of their child, a new provision to pay SG during paid and unpaid Partner Leave during the first 12 months as if the employee had been at work. Employees will be eligible if their spouse is also an NTPS employee. (Note: employees taking Primary Caregiver Leave already have this entitlement).
- NEW - Recognising that women's superannuation earning capacity may reduce when on parental leave, to pay SG at double the legislated (law) rate during a period of paid Primary Caregiver Leave (includes Special Maternity Leave (stillbirth)). Should the employee elect to take any paid parental leave at half pay, the double superannuation contributions will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

b. Expanded definition of '*continuous service*'.

To support employment movement between different agencies (i.e. Dept of Health to Dept of Education) within the broader NT Government context, the definition of '*continuous service*' in the parental Leave provisions would be expanded to recognise prior service with an agency for the purposes of the *Financial Management Act 1995* (e.g. the NT Police Force, Aboriginal Areas Protection Authority). This change would enable more employees to access paid parental leave entitlements or provide increased paid parental leave (e.g. with prior service recognised an employee can achieve 5 or more years' service and be eligible for 18 weeks paid leave). Similar changes would be made to the definition of an 'NTPS employee couple' to enable NT Government employees to combine their paid parental leave entitlements.

c. Improved provisions for returning from parental leave.

Full-time employees returning from parental leave currently ***have a right 'to request' to convert to part-time employment on a temporary or permanent basis***. Where the employee wishes to do so, the Agreement would provide a right to return on a part-time basis for up to 6 months. The provision will provide that the employee can return to the same job/duties or alternative duties. **If 'alternative duties' are required to**



accommodate being on part-time hours, the employee will be paid their full rate of pay (for positions that they held before their parental leave) for the hours worked whilst on transfer to alternative duties. A longer period may be requested and approved by the CEO (or delegate).

d. NEW - Pre-natal leave

An employee, whose partner is pregnant, or a pregnant employee will be able to access up to 8 hours paid leave to attend pre-natal appointments. Casual employees will have access to unpaid leave. Currently employees use personal or other leave or flextime to accommodate these appointments.

e. Improved - Pre-adoption leave.

Your Agreement would improve the existing entitlement for employees to enable up to 2 days paid leave (currently unpaid) to attend interviews or examinations required in order to obtain approval for the employee's adoption of a child. Casual employees will be eligible for up to 2 days unpaid leave as per the current conditions.

25. Domestic, family, and sexual violence provisions

The existing domestic and family violence provisions in clause 65 of your current Agreement would be expanded to include circumstances where employees have experienced sexual violence in either a domestic, non-domestic, or family situation. The Agreement would include the paid leave entitlements of By-law 18. This would support a comprehensive agreement. The CEO would retain the ability to approve uncapped paid leave for these purposes.

26. Emergency leave

Current By-law 15 emergency leave entitlement would be included in the Agreement, without reduction. It would also contain a definition of what constitutes an emergency to support greater consistency in its application.

27. Infectious disease leave

A new clause acknowledging that if an employee suffers an injury or disease in the course of their employment, they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*

28. Supporting a safe and healthy work environment

A new clause that provides a commitment to support sector-wide guidelines to ensure the work health and safety of employees, including remote employees and where travelling for work is required. For all employees to be granted reasonable unscheduled short rest breaks (other than meal breaks)



during work hours to refresh to ensure safe systems of work.

29. Work life balance and family friendly provisions

Employees would continue to have access to the work life balance options provided under the current Agreement (e. g. part-time employment, and career breaks). For consistency and to ensure employee requests are considered in a timely manner, all requests for flexible work, regardless of the circumstances, will require a response from the CEO (or delegate) within 21 days and may only be refused on reasonable business grounds. 'Reasonable business grounds' will be as defined in the Agreement.

30. Improved dispute settlement provisions

The current provisions would be amended to allow all disputes regarding refusals for flexible work or to extend parental leave to be referred to arbitration by a party following unsuccessful attempts at internal resolution and conciliation. This change removes the current exemptions of these dispute provisions. An employee who has a grievance about their treatment in employment can choose to have the decision reviewed in accordance with section 59 of the Public Sector Employment & Management Act (PSEM Act).

31. Improved excess travel time provisions.

Improvement of the excess travel time provisions for employees above the overtime barrier with the ability to accrue time off in lieu (TOIL - not paid overtime, base rate only). The accrued TOIL is to be taken within 3 months or as agreed by the Chief Executive Officer (CEO).

32. Provision for a right to request for casual employees.

It will be written into this agreement that allow casual employees to request the conversion of their employer to ongoing/permanency where the employee has been engaged for a period of at least 12 months where the employee has worked a regular pattern of hours.

The employer is obligated to offer conversion from casual employment to full or part-time ongoing/permanent employment in line with the Fair Work provisions.

33. Improved Union delegate training leave

The existing 12-month service requirement to be eligible for paid union delegate training leave will be removed.

Which means you previously needed to have worked for 12 months prior to

receive union delegate training leave, now you can receive it prior to 12 months.

34. Inclusion of Assistants-in-Nursing in the Agreement

Determination 1017 of 2021 to be included in your agreement covering assistants-in-nursing (AIN). That the AIN classifications for casual and fixed term employees is renamed Registered Undergraduate Student of Nursing/Midwifery (RUSON/M).

35. Incorporation of nurse practitioner (N5 to N6) progression in the Agreement

Include the Public Sector Instrument 1119 which provides a progression scheme for N5 to N6 Nurse Practitioners allowing for selection without advertising of a Nurse Practitioner for a period exceeding 6 months, upon the acquisition of the appropriate experience and qualifications.

36. Incorporation of N2 progression scheme in remote areas

Include the Public Sector Instrument 1127 which provides a progression scheme for N2 nurses to develop workforce capacity in remote areas by enabling progression to the N3 classification, upon the acquisition of the appropriate experience and qualifications.

37. Inclusion of reference to the Business Planning Framework

Include a reference into the Agreement to the Business Planning Framework (BFP) as a workload management tool and guide for resourcing considerations.

38. Incorporation of 31.7% loading for Midwifery Group Practice (MGP)

Incorporation of Determination 1015 of 2021 which makes provision for payment of a 31.7% annualised salary loading in lieu of overtime, shift work penalties; public holiday penalties; and restrictive duty allowances.

This calculation of 31.7% was made many years ago, and reviewed every 2-3 years, it is now not going to be a determination, but now worded within the agreement.

39. Workplace support for breastfeeding employees

Improved workplace support for breastfeeding employees through allowing flexible work arrangements to accommodate necessary lactation breaks regardless of the age of the child. Employees are entitled to accrue a 1 hour paid lactation break for every 8 hours worked.

40. Casuals to incrementally progress after 1976 hours of service per year.

A new provision that allows casual employees to incrementally progress after completing the equivalent number of hours of a full-time equivalent nurse over a year (1976 hours of service per year).

41. Improve overtime, restrictive duty, and rest relief provisions.

Enhance the wording clarity of overtime, restrictive duty, and rest relief clauses without changing the effect or application of the provisions.

42. Additional time given to employees prior to the roster coming into operation.

The roster will be posted providing an additional 7 days' notice to employees (14 days) in advance showing the ordinary hours of duty of all employees except employees performing relief duties.

This means your manager needs to post the 4 week roster, 2 weeks or 14 days prior to it commencing.

43. Improved tea break provisions

The tea break provisions will be amended to stipulate that employees are entitled to two (2) fifteen (15) minute paid tea breaks per shift and will ensure that these breaks are taken in an effort to mitigate fatigue in the workplace.

44. Meal breaks during shifts

A new clause that provides employees working 12 hour shifts access to two (2) thirty (30) minute meal breaks during each shift. One (1) meal break will be counted as time worked (unpaid) and the other will be a **paid** meal break.

The provision will also provide that an employee will **work no more than five (5) continuous** hours without having access to a meal break of at least 30 minutes.

45. Programmed days off to be written into the Agreement.

Employees' entitlement (full-time) for programmed days off (PDO) with no loss of pay subject to conditions (as per the current rostering guidelines) will be written into the Agreement.

This has always been the case, full-time employees working a 38-hour week, in the 4th week are entitled to a PDO, day off with pay. This has never been written into the agreement before, and now it will be.

46. Best practice rostering policy and procedures

A new clause that references NT Health's Nursing and Midwifery Best Practice Rostering policy/guidelines. These clauses will note these documents

in the Agreement and require that the **ANMF NT be consulted with any changes.**

47. Incorporate provisions for standardisation of normal shift lengths in inpatient areas.

A new clause that clarifies the standardisation of normal shift lengths within inpatient areas to 8 hour day, 8 hour afternoon, and 10 hour night consistent with the best practice rostering guidelines.

Above is classed as normal shifts. What are not normal shifts are 6-hour shifts, 12-hour shifts day or night.

48. Inclusion of necessary clothing changes provisions

A new clause that makes provision for local arrangements to be put in place that allows for clothing changes when an employee performs a role that requires changing into specific clothes that are necessary to perform work (i.e., operating nurses changes in and out of scrubs).

49. Improved personal leave provisions.

Enhance the wording of personal leave provisions to clarify that part-time employees receive personal leave on a pro-rata basis upon commencement of employment.

This has been a given, but not written in the agreement.

50. Resolving the financial disadvantages for N2.7 level employees with exemplary practice

To include Determination 1067 of 2022 in the Agreement to resolve the anomaly of when an employee at the N2.7 level in receipt of the exemplary practice (EP) allowance works on higher duties at the N3.1 level not to be financially disadvantaged. The new Agreement would allow these employees to be paid that constitutes an increase in their salary for the employee where the N3.1 wage is lower than their N2.7 with EP. This will not happen now, and the employee will be paid a higher rate to compensate.

51. Safe workloads in midwifery - counting of babies in maternity wards.

A new clause into the Agreement to ensure the workloads of midwives are reviewed regularly and in the context of considering the counting of babies in maternity wards.

ANMF NT and the DoH through their monthly Consultative Committee will work out the plan and logistics of how this is going to work. Currently right

around Australia this is a concern as well babies with their mothers on maternity ward are not counted or not given federal money to the hospitals therefore not counted. To change this will take many years lobbying Federally. In the meantime, ANMF NT have an agreement with the DoH to consider counting the babies on maternity wards in the NT.

52. Excessive overtime claims and clinical nurse managers

A new clause that ensures clinical nurse managers who believe they have worked excessive overtime, have the option to put forward a business case to the Commissioner of Public Employment as to why they believe their hours are excessive and why they should therefore be paid for these hours.

53. Improved entitlement to the Professional Development Allowance (PDA)

The new Agreement will allow employees to make 2 professional development allowance claims per annum (currently payable once per annum) up to the person's maximum eligibility.

The higher Professional Development Allowance (PDA) reimbursement amount that can be claimed forward to 2 years' service (currently 3 Years)

If any ANMF NT member has issues claiming their PDA, please ask for assistance.

54. Improved FOILS/isolation leave provisions

A new clause that allows employees to bank up to 18 months of FOILS/isolation leave. Previously less.

55. Review of business planning framework in conjunction with the ANMF

A new clause in the Agreement to review, in conjunction with the ANMF-NT, the operation of the business planning framework as a response to the claim for nurse-to-patient ratios.

56. Continuation of the Joint Consultative Committee

That the Joint Consultative Committee is continued for the life of the new Agreement.

This is a meeting between the CNMO Chief and ANMF NT once a month. To implement and oversee this agreement.

57. Expansion of previous experience recognition for overseas nurses and midwives

A review will be undertaken during the life of the new Agreement of the previous experience requirements for overseas nurses and midwives to ensure

previous service is recognised in support of attraction/retention initiatives.

58. Nursing and Midwifery staffing levels

Best endeavours will be made to ensure that staffing levels are publicised and made available to the ANMF NT upon request within a reasonable timeframe.

59. Safe workloads model for Nurses and Midwives

A review will be undertaken during the life of the Agreement in consultation with the ANMF NT of the “*safe workloads model*”. The safe workloads model will also be monitored with any issues reported to the WHS committee.

60. Fit testing requirements for N95 respirator masks

The Nursing and Midwifery Work Health Safety Committee will be responsible for ensuring the requirements for fit testing N95 respirator masks is met at all times.

61. Review of on-call allowance entitlements

A review will be undertaken during the life of the Agreement of the on-call allowance entitlement and will include consideration of how being on-call specifically impacts remote area nurses.

62. Matters to be addressed by the Joint Consultative Committee – DoH & ANMF NT monthly

That the Department/ANMF NT Branch Joint Consultative Committee address the following matters and concerns that were raised during bargaining:

- i. Childcare centre access for Hospital nurses and midwives
- ii. Ways to promote exemplary practice, professional development and post-graduate allowances.
- iii. Inappropriate workplace behaviour and consideration on adopting the ANMF Victoria Branch/Victoria Government 10 point plan would successfully address the problem
- iv. Part-time employment, job share and flexible working arrangements.
- v. Work towards developing fatigue driving guidelines for Nurses and Midwives
- vi. Relief staff needs and requirements in remote and rural locations.
- vii. The best practice rostering policy and procedures to be included as a standing agenda item for and included in the Committee's terms of reference.



- viii. Remote area nurse/midwife safety review to be addressed through the Joint Consultative Committee. This to include a review of remote housing to determine safety and suitability.

63. Matters to be included as standing agenda items for the Joint Consultative Committee

- That the Joint Consultative Committee include as standing agenda items fatigue management for remote area nurses/midwives and the right to disconnect from work.

Yours sincerely

Catherine Hatcher
ANMF NT
Branch Secretary