

The proposed new *Nursing/Midwifery (South Australian Public Sector) Enterprise Agreement 2022* (the proposed Agreement):

- was negotiated pursuant to the *Fair Work Act 1994* (SA) (FW Act) and is subject to approval by the South Australia Employment Tribunal (SAET);
- will replace the *Nursing/Midwifery (South Australian Public Sector) Enterprise Agreement 2020* (the current Agreement);
- will take effect from 1 October 2022 and will nominally expire on 31 July 2025.

If a majority of employees covered by the proposed Agreement who vote during the ballot vote in favour of this proposed Agreement (i.e. vote 'Yes'), an application will be made to the SAET for the proposed Agreement to be approved. The proposed Agreement only has effect when it is approved by the SAET.

This Agreement Explained document:

- explains the effect of the terms of the proposed Agreement that differ from the current Agreement;
- identifies the procedures in the proposed Agreement for preventing and settling industrial disputes;
- indicates whether any term of the proposed Agreement will exclude any term/s of any industrial instrument/s that currently apply to employees; and
- informs employees of their rights to be represented in relation to proceedings for approval of the proposed Agreement.

### Further Information

The current Agreement and the proposed Agreement can be found at [Nursing and Midwifery Enterprise Bargaining | SA Health](#) or by contacting the Human Resources Section in your agency. The relevant awards can be found on the SAET website at [www.saet.sa.gov.au](http://www.saet.sa.gov.au).

All clauses in the proposed Agreement except for the following clauses will remain substantively unchanged and will have the same effect as in the current Agreement.

### Clause 1.4 Scope and Parties Bound by the Agreement

This clause details the parties that the proposed Agreement is binding upon.

The declared employer is now the Chief Executive, Attorney-General's Department (formerly the Chief Executive, Department of Treasury and Finance).

### Clause 1.5 – Date & Term

This clause provides that the proposed Agreement will come into effect on 1 October 2022 and nominally expire on 31 July 2025.

### Clause 1.6 – Renegotiation

This clause provides for negotiations for a new Agreement to commence no earlier than 2 April 2025.

### Clause 1.8 – Purpose

This clause has been amended such that salary increases recognise all changes in work value up to and including 1 October 2022.

### Clause 1.9 – Principal Undertakings

This clause has been amended to enable nurses and midwives to practice to their full scope of practice.

This clause has also been amended to relocate the clause relating to permanent part or full time employment being the preferred form of engagement from Clause 1.10 – Aims & Objectives to sub-clause 1.9.6, and provides that all reasonable measures will be taken to minimise the use of casual and/or temporary contracts.

### Clause 1.11 – No Extra Claims

This clause has been amended to permit variations to be made to this agreement in order to implement the outcomes of specific reviews (as detailed in respective clauses in the agreement), to be recorded in the agreement by variation to the respective clauses of the

agreement.

### Clause 3.1 – Safe Staffing Levels

A number of sub-clauses (sub-clauses 3.1.4, 3.1.5, 3.1.7, 3.1.8, 3.1.9, 3.1.15) have been amended, replaced or inserted.

Sub-clause 3.1.4 has been amended such that a review of staffing level under the Business Rules will only be conducted if there is a material change. Material change is defined.

Sub-clause 3.1.5 has been deleted and replaced such that parties are required to discuss the need for a Business Rules review where the patient area changes in its clinical/function/service purpose or location.

Sub-clause 3.1.7 has been amended and from 1 November 2023, the period within which hours must be balanced for metropolitan health unit sites and Mt Gambier, Pt Augusta, Pt Pirie and Whyalla hospitals is 7 days.

Sub-clause 3.1.8 has been amended and from 1 March 2023, the period within which hours must be balanced for all other regional unit sites is 14 days. From 1 November 2023, the period within which hours must be balanced for all other regional unit sites is 7 days.

Sub-clause 3.1.9 has been deleted and replaced such that the parties may enter into a further agreement to move to a shorter period for the balancing of hours (to a daily or shift basis).

Sub-clause 3.1.15 has been inserted to provide a commitment from the Chief Executive, DHW to making all reasonable efforts to engage additional regional Nurse Educators (up to 16FTE) across regional Local Health Networks, and will consult with the Australian Nursing and Midwifery Federation (SA Branch) (ANMF) to develop a plan and timeframe for the recruitment to these positions by 30 June 2023.

### **Clause 3.2 – Skills Mix Provisions**

A new sub-clause has been inserted and provides that DHW and ANMF will agree terms for a research project to be conducted to explore the effect of different skills mixes (of RNs, RMs, ENs and AINs) on patient outcomes, costs and staff experience in similar patient care areas.

### **Clause 3.4 – Rostering Arrangements**

A number of sub-clauses (sub-clauses 3.4.3, 3.4.4, 3.4.5) have been inserted.

Sub-clause 3.4.3 provides a six (6) week transition period from the date of approval of the agreement, following which an employee is not to be contacted for any purpose on two (2) rostered days off per fortnight without the express consent of the employee or except where required by law. An employee can be contacted where legal obligations require (ie: *Work Health and Safety Act 2012*).

Sub-clause 3.4.4 provides a three (3) month transition period from the date of approval of the agreement, following which a replacement employee will be engaged, wherever practicable and in accordance with clause 3.1.13, for the entirety of the rostered shift where an employee is absent from duty on a rostered shift on unplanned leave.

Sub-clause 3.4.5 provides a timeframe of three (3) months from the date of approval of the agreement, to review the on-call rostering arrangements.

### **Clause 3.6 – Casual Employees**

A new sub-clause has been inserted to provide that casuals will be paid a minimum period of engagement (3 hours), at the applicable rate, where a shift for which they were rostered is cancelled within 12 hours of commencement of the rostered shift.

### **Clause 3.10 – Community Mental Health Staffing**

A new clause has been inserted which provides that a review will be completed by 31 March 2023 to update staffing levels/mix in adult community health teams in CALHN and NALHN equitable with staffing to consumer care needs methodology developed for SALHN. Staffing details will come into effect at the time the parties reach agreement but by not later than 30 April 2023.

### **Clause 3.11 – Resuscitation Teams**

A new clause has been inserted to provide that a review will be completed by 30 June 2023 of emergency department staffing in areas that have dedicated resuscitations teams to reflect the utilisation of resuscitation rooms for the purposes of resuscitation activity. Staffing details will come into effect at the time the parties reach agreement but by no later than 31 July 2023.

### **Clause 4.3 – Incremental Progression**

A new sub-clause has been inserted to provide a timeframe of six (6) months from the date of approval of the agreement, for a review to be undertaken to determine whether relevant private sector experience should be included for increment progression.

### **Clause 4.8 – Registered Nurse/Midwife Level 5 (RN/M5) and Level 6 (RN/M6)**

A sub-clause has been inserted which provides that a review will be completed and implemented by 31 March 2023 in respect of no fixed hours to ensure that employees are not working excessive hours, with

measures to balance hours which meet the needs of the agency and the employees concerned.

A sub-clause has been amended in respect of Level 6 RN/RM work level descriptors such that should new organisational structures or work arrangements require employees to work arrangements outside of normal business hours, consultation in accordance with clause 2.1 will occur.

### **Clause 5.2 – Professional Development Allowance**

This clause has been amended to remove the requirement for an employee to be engaged for more than 16 hours a fortnight to receive the professional development allowance.

This clause has also been amended to provide for an increase in the professional development allowance, increased by the same percentage and same operative dates as salary increases (ie: 3% p.a. from the first full pay period (ffpp) commencing on or after 1 January in each of 2023, 2024 and 2025), and by \$400 from the ffpp on or after 1 July in each of 2023, 2024 and 2025.

### **Clause 6.1 – Salaries**

This clause refers to the applicable operative dates for the proposed salary increase of 3.0% per annum (p.a.) from the ffpp commencing on or after 1 January in each of 2023, 2024 and 2025.

A sub-clause has also been amended to take into account all work practice changes and improved efficiency initiatives implemented prior to the date of operation of this agreement.

### **Clause 6.2 – One Off Payment**

A new clause has been inserted which provides for two (2), one-off payments of \$1,500 to be paid as soon as reasonably practicable following approval of the agreement, and as soon as reasonably practicable after 1 October 2023.

The one-off payments are subject to conditions and criteria, and will be pro-rata for part time employees and for casual employees who have an entitlement to take long service leave or receive a payment in lieu as at the applicable date.

Information as to methodology and eligibility is provided in the 'Fact Sheet: One Off Payment' which is to be read and applied in giving effect to this clause.

### **Clause 7.4 – Penalty Rates for Christmas Day and New Year's Day**

A new clause has been inserted which provides that where Christmas or New Year's Day falls on a Saturday or a Sunday and is not a declared public holiday, an employee other than a casual employee working on that day will be paid at the rate of 250% of the equivalent hourly rate for all time worked on that day. A casual employee working on that day will be paid at the rate of 175% of the equivalent hourly rate for all time worked on that day.

### **Clause 7.10 – Car Parking**

A new clause has been inserted to provide a maximum fortnightly charge equivalent to \$2.50 per day for those employees who have a SA Health/LHN permit for on-site/designated hospital car parking, and the provision of free access to public transport, upon presentation of valid hospital identification, for those employees who cannot access on-site/designated hospital car parking.

### **Clause 7.11 – Scope of Practice**

A new clause has been inserted which provides that the employer will facilitate work arrangements that allow each nurse or midwife to practice to the full extent of their scope of practice.

### **Clause 8.1 – Workforce Renewal**

A new sub-clause has been inserted to provide a timeframe of six (6) months from the date of approval of the agreement to undertake a review of the Workforce Renewal provisions, including the Nursing and Midwifery Capability and Self Development Framework, and implement.

### **Clause 8.2 – Injury and Income Protection Policy**

To provide clarification that a charge or conviction is not required for conduct to “constitute a criminal offence” for the purposes of Appendix 9.

### **Clause 9.2 – Rural and Remote Service Incentive Payments**

This clause has been amended to increase the incidental payments by the same percentage and same operative dates as salary increases (ie: 3% p.a. from the first full pay period (ffpp) commencing on or after 1 January in each of 2023, 2024 and 2025).

A new sub-clause has been inserted to provide that a review of rural and remote incentives will be completed by mid February 2023 and implemented at the time the parties reach agreement, but by no later than 30 June 2023.

### **Clause 9.4 – Nurse/Midwife In-Charge Allowance**

This clause has been amended to increase the allowance by the same percentage and same operative dates as salary increases (ie: 3% p.a. from the first full pay period (ffpp) commencing on or after 1 January in each of 2023, 2024 and 2025).

### **Clause 9.5 – On-Call Allowance**

This clause has been amended to increase the allowance by the same percentage and same operative dates as salary increases (ie: 3% p.a. from the first full pay period (ffpp) commencing on or after 1 January in each of 2023, 2024 and 2025).

### **Clause 9.6 – Responsibility Allowance**

This clause has been amended to increase the allowance by the same percentage and same operative dates as salary increases (ie: 3% p.a. from the first full pay period (ffpp) commencing on or after 1 January in each of 2023, 2024 and 2025).

### **Clause 9.8 – Hyperbaric Allowance**

This clause has been amended to provide for payment of the hyperbaric allowance per occasion of work.

It has also been amended to increase the allowance by the same percentage and same operative dates as salary increases (ie: 3% p.a. from the first full pay period (ffpp) commencing on or after 1 January in each of 2023, 2024 and 2025).

### **Clause 9.9 – Uniform Allowance**

This clause has been amended to increase the allowance by the same percentage and same operative dates as salary increases (ie: 3% p.a. from the first full pay period (ffpp) commencing on or after 1 January in each of 2023, 2024 and 2025).

### **Clause 10.1 – Paid Maternity/Adoption Leave and Clause 10.4 – Return to Work on a Part Time Basis**

This clause has been amended to include gender neutral language (ie: ‘maternity’ has been replaced with ‘employer provided parenting leave’).

### **Clause 11.1 – Work Health and Safety Responsibilities**

A new sub-clause has been inserted and provides that the ANMF 10 Point Plan to End Violence and Aggression will be annexed to the agreement (Appendix 14) and will be implemented within three (3) months.

### **Appendix 2 – Staffing Methodologies in Units (Non-Standard Based)**

This Appendix provides for agreed staffing methodologies and has been updated.

### **Appendix 6 – Classifications and Salaries**

This Appendix has been amended to reflect the 3.0% p.a. increase from the ffpp commencing on or after 1 January in each of 2023, 2024 and 2025.

Part time employee salaries are pro rata full time salaries.

### **Appendix 10 – Rural and Remote Service Incentive Payments**

This Appendix has been amended to increase the incentive payments by the same percentage and same operative dates as salary increases (ie: 3% p.a. from the first full pay period (ffpp) commencing on or after 1 January in each of 2023, 2024 and 2025).

### **Appendix 12 – Qualification Allowances and Conditions of Eligibility**

This Appendix has been amended to increase the allowances by the same percentage and same operative dates as salary increases (ie: 3% p.a. from the first full pay period (ffpp) commencing on or after 1 January in each of 2023, 2024 and 2025).

### **Appendix 13 – SA Nursing/Midwifery Business Rules**

This Appendix has been amended to reflect changes in sub-clauses 3.1.4, 3.1.5, 3.1.7, 3.1.8 and 3.1.9. Section 3 SA N/MHPPD Review Process has been deleted to reflect the changes in sub-clause 3.1.9.

### **Appendix 14 – ANMF 10 Point Plan to End Violence and Aggression**

This Appendix annexes the ANMF’s 10 Point Plan to End Violence and Aggression.

**The following clauses, appendices and schedules in the current Agreement have been removed or relocated and are no longer required and/or are obsolete:**

- Clause 4.2 – Career Structure Review Application and Implementation: This clause has been deleted as the review has been implemented under the previous agreement.
- Clause 4.5 – Enrolled Nurse (Certificate Without NMBA Notation) or Enrolled Nurse (Diploma) – Translation Process Used in 2016: A sub-clause has been deleted as this was implemented under the previous agreement.
- Clause 3.1 – Staffing Levels – A sub-clause has been deleted as this was conducted under the previous agreement.
- References to Country Health SA have been deleted.

## **Employee Rights to Representation**

A Notice of Intention to Negotiate an Agreement under the *Fair Work Act 1994* was issued on 17 May 2022 and distributed to employees. That Notice advised you about:

- when the first meeting to negotiate the proposed Agreement would be, and where;
- which employees are to be covered by the Enterprise Agreement;
- your rights to be represented in relation to the negotiation of, and approval for, the proposed Agreement; and
- how and where you were able to access a copy of your Award.

## **Intention to Apply for Approval of the Proposed Agreement**

If the proposed Nursing/Midwifery (South Australian Public Sector) Enterprise Agreement 2022 is supported by a majority of employees who vote in the ballot, an application will be made to the SAET to have the new enterprise agreement approved pursuant to the FW Act.

## **Operative Dates**

Except where otherwise indicated, the operative dates of new provisions contained in the proposed agreement will be 1 October 2022.

**Interpretation:** A reference to a payment to be made will be taken to being subject to the payment being effected within a reasonably practicable time after an agreement is approved by SAET or a payment is due, and first priority will be given to implementation of the one-off payment prior to changed salary rates or giving effect to other payment/s.

—oOo—