

T14128/2013

03 DEC 2013

PUBLIC SECTOR UNIONS WAGES AGREEMENT 2013 EXTENSION

between the

Minister administering the *State Service Act 2000*

and the

Australian Nursing and Midwifery Federation, Tasmanian Branch



1. TITLE

This Agreement shall be known as the **Public Sector Unions Wages Agreement 2013 Extension**

2. ARRANGEMENTS

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3. PARTIES BOUND



- 3.1 This Agreement shall be between the Minister administering the *State Service Act 2000*; and the Australian Nursing and Midwifery Federation, Tasmanian Branch.

4. PERIOD OF OPERATION

- 4.1 The Agreement will be for the period commencing on the date of registration and shall apply until 30 June 2016.
- 4.2 The parties agree to commence negotiations for a replacement Agreement on or before 30 April 2016.

5. APPLICATION

- 5.1 This Agreement is made in respect of employees covered by the Health and Human Services (Tasmanian State Service) Award and for who are eligible for membership of the Australian Nursing and Midwifery Federation, Tasmanian Branch.

6. RELATIONSHIP TO AWARDS AND AGREEMENTS

- 6.1 Where any inconsistency occurs between this Agreement and the Health and Human Services (Tasmanian State Service) Award, or any registered Agreement with the Minister administering the *State Service Act 2000*, this Agreement shall prevail to the extent of the inconsistency.

7. JOB SECURITY

- 7.1 The parties agree that for the duration of this Agreement the Employer will, to the extent that it is lawful to do so, not terminate the employment of any permanent employee in reliance on s 44(3)(b) of the Act (i.e., on the ground of redundancy). For the avoidance of doubt, the parties declare that it is not their intention that this or any other provision of this agreement should operate so as to interfere with the free exercise by the Employer or any Minister of the Crown of any of the duties or authorities of their respective offices."

8. CASHING OUT OF RECREATION LEAVE



8.1. An employee may apply to cash out a particular amount of their accrued recreation leave and must be agreed by the employer, subject to:

8.1.1. The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than 1 years' entitlement; and

8.1.2. Cashing out of a particular amount of excess recreation leave must be by separate agreement in writing between the employer and the employee; and

8.1.3. The employee is to be paid the amount of salary that would have been payable had the employee taken the leave that is now to be forgone; and

8.1.4. The employee and the employer are to agree on an amount of accrued recreation leave that the employee is required to access in the year in which the leave is to be cashed out

9. EMAIL AND INTERNET ACCESS

9.1. Wherever practicable the employer is to provide all employees with an email account and access to the internet.

9.2. Employees are to comply with relevant policy on the use of both email and internet.

10. BREASTFEEDING FACILITIES

10.1. In order that employees can better combine the demands of work and motherhood, an area suitable to breastfeed/express will be made available in the workplace, wherever practicable.

11. DISPUTE RESOLUTION



- 11.1. In circumstances where discussions and negotiations between the parties fail to resolve a matter arising out of this Agreement a party may choose to refer that matter to the Tasmanian Industrial Commission for conciliation or arbitration.



12. NO EXTRA CLAIMS

- 12.1. The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.

13 SALARIES

The following salary increases will apply, consisting of wages of 2% pa (or \$1,000 pa whichever is greater) and up to additional 1.5% over the 3 years (in 2014 & 2015 at maximum of Bands :-

- \$1,000 or 2% pa whichever is the greater wef (ffppcooa) 1 Dec 2013
- 1,000 or 2% pa whichever is the greater wef (ffppcooa) 1 Dec 2014. Plus additional salary progression point of 0.5% at the maximum of each range
- \$1,000 or 2% pa whichever is the greater wef (ffppcooa) 1 Dec 2015. Plus additional salary progression point of 1% at the maximum of each range capped to a maximum of \$750
- Further additional salary progression point at Band 5 of \$750 pa wef 1 Dec 2015
- Adjust Professional Level2 to align with Band 6
- HaHSA Band 9 & 10 no leave loading as it is incorporated in the salary rate
- Band 1 salary progression points to be finalised to supplement trainee levels

Minimum Entry Points

Adjustment of minimum entry points in Band levels as indicated in the attached, to maintain reasonable differentials between Band levels

Salary Progression and Advanced Assessment Points (AAPs)

A new clause is to be included in the award which links salary progression within Bands to assessment against requirements in the annual Performance Management Plans

Remove AAPs for Band 1

Classification Standards

Modify classification standard descriptors between Band 5 and 6 [to be finalised]

Modify classification standard descriptor for Band 9

Introduce a trainee level and consequential amendments in the award and modify Band 1 descriptor

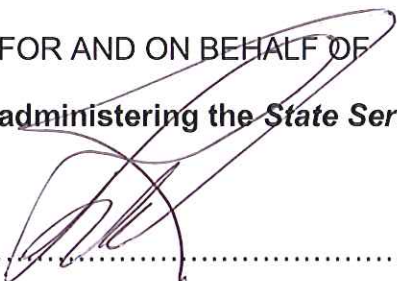


SIGNATORIES

This Agreement is made in Hobart on this Second of December 2013

SIGNED FOR AND ON BEHALF OF

Minister administering the State Service Act 2000


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SIGNED FOR AND ON BEHALF OF

Australian Nursing and Midwifery Federation, Tasmanian Branch

 Nancy Ellis
.....

This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984



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