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Industrial Relations Act 1984
s 55 Industrial Agreement

COVID-19 RESPONSE VICTORIAN DEPLOYMENT (HEALTH) AGED CARE SERVICES AGREEMENT 2020

Between the

Minister administering the *State Service Act 2000*

and the

Community and Public Sector Union (State Public Services
Federation Tasmania) Inc.

The Australian Nursing and Midwifery Federation (Tasmania
Branch)

The Health Services Union, Tasmania Branch



1 TITLE

This Agreement shall be known as the COVID-19 Response Victorian Deployment (Health)
Aged Care Services Agreement 2020.

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3 APPLICATION

This Agreement is made in respect of:

- (a) those employees (Registered Nurses or Enrolled Nurses) covered by the *Nurses and Midwives (Tasmanian State Service) Award* and *Nurses and Midwives (Tasmanian State Service) Agreement 2019* and who have been deployed to provide support as part of the COVID-19 response in Victoria and in respect of whom the Commonwealth will make payments to Tasmania in accordance with the agreement made between the Commonwealth and Tasmania on 21 August 2020 in relation to the provision of support for the deployment of Nursing Staff as part of the COVID-19 response ('the Deployment Agreement'); and
- (b) the employee (identified in the Deployment Agreement as the Forward Commander) covered by the *Health and Human Services (Tasmanian State Service) Award* and *Public Sector Union Wages Agreement 2019* who is deployed to provide support as part of the COVID-19 response in Victoria.

4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement applies with effect from 21 August 2020 and will remain in force until 30 November 2020.

5 PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and the Australian Nursing and Midwifery Federation (Tasmania Branch); the Community and Public Sector Union (State Public Services Federation Tasmania) Inc., and the Health Services Union, Tasmania Branch.

6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the *Nurses and Midwives (Tasmanian State Service) Award*, the *Health and Human Services (Tasmanian State Service) Award* or any registered Agreement with the Minister administering the *State Service Act 2000*.

7 COVID-19 VICTORIAN RESIDENTIAL AGED CARE ALLOWANCE

- 7.1 For the avoidance of doubt, Employees covered by this Agreement will continue to be paid in accordance with their respective awards and industrial agreements referred to in clause



3 for the duration of the deployment in Victoria as part of the COVID-19 response in that State ('the deployment') and during any periods of isolation or quarantine required as a result of the deployment.

7.2 In addition to the payments referred to in clause 7.1, an Employee covered by this Agreement will be paid:

(a) an allowance called the COVID-19 Victorian Aged Care Allowance calculated at 60% of the Employee's Base Rate of salary for all hours of work performed by that Employee during the deployment; and

(b) the COVID-19 Victorian Aged Care Allowance for any period of isolation or quarantine required for the Employee's return to Tasmania as a result of the deployment, calculated at 60% of the Employee's Base Rate of salary for all hours the Employee would have worked had the Employee been rostered for work during that period.

8 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

8.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.

8.2 If a grievance or dispute arise about the application of this Agreement:

- (i) In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
- (ii) In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives; and
- (iii) If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.

8.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.

8.4 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* or the *Industrial Relations Act 1984*, or any other relevant legislation.

9 NO EXTRA CLAIMS



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.



SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:

Name:

Date:

SIGNED FOR AND ON BEHALF OF

The Australian Nursing and Midwifery Federation (Tasmania Branch)

Signed:

Name:

Date:

SIGNED FOR AND ON BEHALF OF

The Health Services Union, Tasmania Branch

Signed:

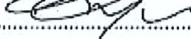
Name:

Date:



SIGNED FOR AND ON BEHALF OF

Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Signed: 

Name: Tom Lynch

Date: 2/9/2020

