

Industrial Relation Act 1984

s 55 Industrial Agreement

Frontline Health COVID-19 Agreement 2022

Between the

Minister Administering the State Service Act 2000

and

The Australian Nursing and Midwifery Federation (Tasmanian Branch)

AMA Tasmania on behalf of Tasmanian Salaried Medical Practitioners' Society

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



1 TITLE

This Agreement shall be known as the Frontline Health COVID-19 Agreement 2022.

2 INDEX

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3 APPLICATION

This Agreement is made in respect of those employees covered by the *Health and Human Services (Tasmanian State Service) Award, Nurses and Midwives (Tasmanian State Service) Award, Ambulance Tasmania Award, and Medical Practitioners (Public Sector) Award* who:

- 3.1 are undertaking duties in accordance with clause 9 on 31 July 2022 in the Department of Health; or
- 3.2 commence employment in accordance with clause 10 between 1 August 2022 to 1 December 2022 in the Department of Health.

4 PURPOSE

This Agreement is to acknowledge the additional pressure on Department of Health front line employees and the sustained, ongoing effort during the COVID19 response.

5 DATE AND PERIOD OF OPERATION

This Agreement applies with effect from registration and will remain in force until 31 December 2022.

6 PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and the Australian Nursing and Midwifery Federation (Tasmanian Branch), Tasmanian Salaried Medical Practitioners' Society and the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

7 RELATIONSHIP TO AWARDS AND AGREEMENTS

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



8 DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

- i. "eligible Department of Health, Tasmanian Health Service employee" means a Tasmanian State Service employee as at 31 July 2022, covered by this Agreement, who has undertaken hours in a Tasmanian Health Service facility or Tasmanian Health Service hospital as defined during the period 15 December 2021 and 31 July 2022, providing direct or indirect care or support for patients.
- ii. "eligible Department of Health, Ambulance Tasmania employee" means a Tasmanian State Service employee as at 31 July 2022, covered by this Agreement, undertaking hours of work as a paramedic during the period 15 December 2021 and 31 July 2022.
- iii. "Registered Health Practitioner" is a person who holds registration as a health practitioner with the Australian Health Professionals Registration Authority, or is eligible for employment in the Department of Health as an Allied Health Professional.
- iv. "Tasmanian Health Service facility" means a clinical worksite within the Tasmanian Health Service and includes Tasmanian Health Service hospitals as defined.
- v. "Tasmanian Health Service hospital" means the Mersey Community Hospital, the North-West Regional Hospital, the Launceston General Hospital, and the Royal Hobart Hospital.
- vi. The "COVID 19 Escalation Allowance" is an amount payable as an allowance under the Tasmanian Health Service COVID 19 Escalation Allowance Agreement (T14956 of 2022) registered on 26 July 2022.

9 PAYMENT OF FRONTLINE HEALTH COVID-19 ALLOWANCE

- 9.1 An allowance of \$2,000 (pro-rata for casual or part-time employees) is to be paid to an eligible Department of Health, Tasmanian Health Service employee. The allowance will be paid in instalments by 31 December 2022.
- 9.2 An allowance \$2,000 (pro-rata for casual or part-time employees) is to be paid to an eligible Department of Health, Ambulance Tasmania employee. The allowance will be paid in instalments by 31 December 2022.
- 9.3 An allowance payable under 9.1 or 9.2 is to be reduced by the amount paid or payable to an employee, if any, as a COVID-19 Escalation Allowance as at the date of registration of this Agreement.



- 9.4 For clarity, nothing in this Agreement prevents a payment to an employee of an entitlement to the COVID-19 Escalation Allowance where that entitlement exceeds \$2,000. If an employee's entitlement to the COVID-19 Escalation Allowance exceeds \$2,000, then the allowance calculated under clause 9.3 would be zero dollars.
- 9.5 The COVID-19 escalation allowance and the Frontline Health COVID-19 Allowance may be paid as a combined payment.
- 9.6 For the purposes of calculating the pro-rata allowance, the hours are to be calculated on the average hours in the period from 15 December 2021 to 31 July 2022.

10 PAYMENT OF RETURN TO EMPLOYMENT ALLOWANCE

- 10.1 An allowance of \$1,000 is to be paid to a Registered Health Practitioner who commences permanent employment or fixed term employment of more than 12 months with the Department of Health, working in the Tasmanian Health Service or Ambulance Tasmania, as a Salaried Medical Practitioner, Enrolled Nurse, Registered Nurse, Midwife, Paramedic or Allied Health Professional, during the period of 1 August 2022 to 1 December 2022.
- 10.2 An Allowance of \$1,000 is to be paid to a Registered Health Practitioner who is paid an allowance under sub-clause 10.1, and is still employed as a Registered Health Practitioner with the Department of Health 180 days after they commenced employment.
- 10.3 To be eligible for the allowances under this clause, a Registered Health Practitioner must have been:
- i. Employed in the Department of Health; working in the Tasmanian Health Service or Ambulance Tasmania, as a Salaried Medical Practitioner, Enrolled Nurse, Registered Nurse, Midwife, Paramedic or Allied Health Professional, who resigned their employment during the period 1 July 2021 and 30 June 2022; and
 - ii. permitted, as at 30 June 2022, to provide health and medical services or treatments, per the requirements of any Public Health Directions under Section 16 of the *Public Health Act 1997* that were in place at that time.
- 10.4 A employee paid an allowance under this clause is not eligible for the Frontline Health COVID-19 Allowance payable under Clause 9.



11 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 11.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 11.2 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.
- 11.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 11.4 This grievance and dispute procedure does not take away an employee's right to seek redress of a grievance either under the State Service Act 2000 or the Industrial Relations Act 1984, or any other relevant legislation.

12 NO EXTRA CLAIMS


The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims with respect to the stated purpose of this Agreement.



SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:.....

Name: Jane Fitter

Date: 6/10/22

SIGNED FOR AND ON BEHALF OF

Tasmanian Salaried Medical Practitioners' Society

Signed:.....

Name: Lara Giddings

Date: 5/09/2022

SIGNED FOR AND ON BEHALF OF

The Australian Nursing and Midwifery Federation (Tasmanian Branch)

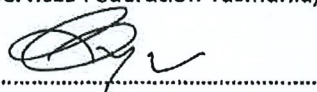
Signed:.....

Name: Emily Shepherd

Date: 16/09/2022

SIGNED FOR AND ON BEHALF OF

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

Signed:.....

Name: Tom Lyns

Date: 5/10/22

