

## REGISTERED AGREEMENT

T12450 of 2005  
23 DEC 2005



### 1. TITLE

This agreement is the "Nurses (Tasmanian Public Sector) Enterprise Agreement 2005".

### 2. APPLICATION

This Agreement is between the Minister administering the *State Service Act 2000* and the Australian Nursing Federation (Tasmanian Branch) and the Health Services Union of Australia (Tasmanian No 1 Branch) (collectively "the unions") and is to apply to all persons employed under the *State Service Act 2000* in classifications contained in the Nursing Service (Tasmanian Public Sector) Award 2005.

### 3. TYPE OF AGREEMENT

This agreement is an agreement pursuant to Part IV of the Industrial Relations Act 1984.

### 4. DATE OF EFFECT AND DURATION

This Agreement will have an operative date from 5 November 2004 and take effect on 1 January 2006 and will continue in effect until 30 June 2007. The parties agree to commence negotiations for a replacement agreement not later than 1 April 2007.

### 5. ARRANGEMENT

This Agreement is arranged as follows:

CLAUSE NUMBER	SUBJECT
1	Title
2	Application
3	Type of Agreement
4	Date of Effect and Duration
5	Arrangement
6	Definitions
7	Salaries
8	Registered Nurse Community Health, Family & Child Health
9	Enrolled Nurses
10	Nurse Practitioners
11	Clinical Nurse Educators



12	Multi-Disciplinary Team Leaders
13	Clinical Nurse Specialist
14	Nursing Hours Per Patient Day
15	Rural Settings
16	Salary – Re-entry RN and EN
17	Salary Sacrifice
18	Salary Packaging
19	Night Shift Allowance
20	Post Graduate Allowance
21	In Charge of Shift Allowance
22	Preceptor Allowance
23	Remote Call Allowance
24	Correctional Health Services Allowance
25	Kilometrage/Car use and Conferences/Travel Allowances
26	Enrolled Nurses
27	Banking of Accrued Day Off (ADO)
28	Banking of Hours
29	Day Workers Hours of Work
30	Flexible Working Arrangements
31	Cancellation of Shifts
32	Reimbursement of Child Care Costs
33	Flexibility for Part Time Employees
34	Phased-In Retirement
35	Family Friendly Working Arrangements
36	Sick Leave
37	Adoption Leave
38	Maternity Leave
39	Long Service Leave
40	Bereavement Leave
41	ANF Branch Council/HACSU Committee of Management Meetings
42	Uniforms
43	Email and Internet Access
44	Professional Development
45	Harassment, Bullying and Discrimination in the Workplace
46	Grievances and Dispute Settling Procedures
47	No Extra Claims
48	Signatories
Schedule 1	Salary Increases
Schedule 2	Nursing Hour Per Patient Day Consent Order

## 6. DEFINITIONS

6.1 For the purposes of this Agreement:

6.1.1 **"The Award"** means the proposed *Nurses (Tasmanian Public Sector) Award 2005*



- 6.1.2 **"Department"** means the Department of Health and Human Services, Tasmania
- 6.1.3 **"Employee(s)"** means a person employed in the *Department* under the provisions of the *State Service Act 2000* in a classification contained under the Award

## 7. SALARIES

During the nominal life of this Agreement, nursing classifications subject to this Agreement shall be paid total wage increases of 21.53% (cumulative total) over the life of the Agreement in accordance with the Wages Schedule attached to this Agreement as Schedule 1.

## 8. REGISTERED NURSE – COMMUNITY HEALTH, FAMILY & CHILD HEALTH

- 8.1 A Registered Nurse who is successful in gaining a position as a Registered Nurse – Community Health, Family and Child Health, (RN-CH, FCH), would be commenced on the incremental scale for that classification in accordance with the following criteria:
- (a) A Registered Nurse with up to and including six (6) years experience will commence on RN – CH,FCH, 1st year of service and proceed to progress through the incremental scale;
  - (b) A Registered Nurse with seven (7) or more years experience will commence on RN-CH, FCH, 2<sup>nd</sup> year of service and proceed to progress through the incremental scale.

## 9. ENROLLED NURSES

- 9.1 Enrolled Nurses who complete the conversion course to Registered Nurse will, if already permanent employees, be supported by the Department in requesting the State Service Commissioner to directly select the individual to be a Registered Nurse and then being reassigned to a vacant registered Nurse position if one is available.
- 9.2 If an Enrolled Nurse's substantive position is to be upgraded to a Registered Nurse they will be supported by the Agency in requesting the State Service Commissioner to directly select the individual to be a Registered Nurse in that position providing they have already attained the requisite qualifications.
- 9.3 If a situation arises where there are no vacancies for a Registered Nurse, and providing the State Service Commissioner has approved the direct selection to be a Registered Nurse, the Agency will support the creation of a holding position as a Registered Nurse until such time



as a Registered Nurse vacancy becomes available and reassignment can occur. Where possible, a Nurse's area of specialty will be taken into account.

## **10. NURSE PRACTITIONERS**

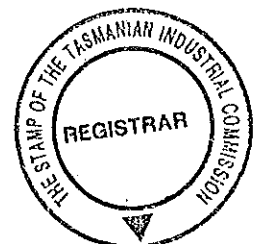
- 10.1 Should, as a result of the Nurse Practitioner Scoping Project, the role of Nurse Practitioner be introduced into the Tasmanian Public Health System prior to expiry of this agreement, the parties agree to consult on the appropriate classification level given the role, level of responsibility and other relevant matters as determined by the Nurse Practitioner Scoping Project.
- 10.2 It is the intent of the parties that these discussions will occur at least three (3) months prior to implementation of the first Nurse Practitioner position.
- 10.3 If the parties are unable to agree on a classification level within the three month period referred to above, then the parties may refer the matter to the Tasmanian Industrial Commission for conciliation in relation to this matter.

## **11. CLINICAL NURSE EDUCATORS**

- 11.1 Three (3) additional Clinical Nurse Educators (CNE's) will be employed to work within the Community, Population and Rural Health Division (CP&RH) to provide clinical nurse education to nurses. The CNE's will be part of the CP&RH divisional staff for the purpose of providing education to CP&RH nurses.
- 11.2 One CNE will be employed in each region i.e. North, North West and South. These positions will be created and advertised for filling within three (3) months of the date of certification of this Agreement.
- 11.3 The Unions and the Department will continue to discuss the basis for nurse education in the three hospitals including consideration on resource implications.

## **12. MULTI-DISCIPLINARY TEAM LEADERS**

Level 3 Registered Nurses appointed to multi-disciplinary team leader positions in a community setting will continue to be covered by the *Nurses (Tasmanian Public Sector) Award 2005* but shall be paid at the relevant rate for the position in the *Community and Health Services (Public Sector) Award*.



### **13. CLINICAL NURSE SPECIALIST**

The Clinical Nurse Specialist is an expert registered nurse who works with a significant degree of autonomy and whose role exclusively focuses on one particular aspect or area within nursing.

Responsibilities would include:

- (a) using, maintaining and developing a discrete and comprehensive body of knowledge appropriate to the aspect or area of a clinical specialty which is based upon education, previous experience, knowledge and skills;
- (b) generating, testing and applying ideas, and theories of contemporary practice within the aspect or area of specialty to promote improved outcomes for clients and the ongoing development of the nursing profession;
- (c) contributing to the ongoing professional development of the specialty;
- (d) The position functions as a clinical resource, a source of nursing knowledge within the specialty, and as such is recognised by the profession and health care providers.
- (e) The Department and the Unions will discuss the role, scope and responsibilities of the Clinical Nurse Specialist position. While these discussions are occurring, the Department will advise the Unions if a new Clinical Nurse Specialist position is created prior to any advertising to enable the union to make comment or request a review of the position.

### **14. NURSING HOURS PER PATIENT DAY**

The provisions of the Consent Order (AG2002/3002) issued by the Australian Industrial Relations Commission ("the Commission") on 12 May 2003 relating to Rostering, Patient Acuity, Staffing Mix and Skill Mix shall be applicable as per Schedule 2 of this Agreement.

Provided that reference to the Australian Industrial Relations Commission in that Consent Order, as it pertains to management of a grievance, shall be read as a reference to the Tasmanian Industrial Commission.

### **15. RURAL SETTINGS**

The parties to this Agreement will within six (6) months from the date of certification of this Agreement, consult on appropriate ways to improve the recruitment and retention of nurses in rural and remote areas.



include the payment of an allowance which takes into account the special needs of nurses working in rural and remote areas. The criteria for payment and the quantum of the allowance and the implementation arrangements shall be subject to the agreement of the parties. This agreed allowance shall be paid and effective from April 5 2005.

## **16. SALARY – RE-ENTRY REGISTERED NURSES AND ENROLLED NURSES UPON COMPLETION OF RE-ENTRY PROGRAM**

16.1 The introduction of the Re-entry to Practice Programs for Registered and Enrolled Nurses within the Department has resulted in increasing numbers of nurses returning to the workforce following an absence from practice in excess of five (5) years. As a result there is a need for a fair and equitable process for the determination of pay level of these nurses that ensures consistency across the State.

16.2 The Department recognises the value of nurses returning to the workforce following a significant absence. In order to ensure these nurses return to the paid workforce in a supportive environment, a period of consolidation is necessary which provides for this transitional period. These guidelines provide a process for nurses to consolidate their experience at a base salary scale and seek an increase to the level of remuneration through a process involving preceptorship support, competency assessment and professional development review within an established timeframe.

### **16.3 Remuneration Process**

Nurses are selected for employment on the basis of the merit principle for positions with the Department.

Registered Nurses who have completed the re-entry to practice course shall be paid in accordance with the following:

- (a) Those who have been out of the clinical practice setting for a period of between five (5) and ten (10) years shall be paid at Level 1 Year 2 for a period of twelve months and then at a rate that is determined by their previous level of experience as determined in accordance with Department's procedures for Assessing Prior Experience for Salary Purposes.
- (b) Those who have been out of the clinical practice setting for a period of greater than ten (10) years shall be paid at Level 1 Year 2 and shall then be subject to the usual salary increments.

16.4 Enrolled Nurses who have completed the re-entry to practice course shall be paid in accordance with the following:



- (a) Those who have been out of the clinical practice setting for a period of between five (5) and ten (10) years at Grade 1 Increment 1 for a period of twelve months and then at a rate that is determined in accordance with their previous level of experience as determined in accordance with the Department's procedures for Assessing Prior Experience for Salary Purposes.
- (b) Those who have been out of the clinical practice setting for a period of greater than ten (10) years shall be paid at Grade 1 Increment 1 and shall then be subject to the usual salary increments.

## **17. SALARY SACRIFICE**

- 17.1 Employees will be able to salary sacrifice the compulsory contribution for employees covered by the RBF defined benefits superannuation scheme. This will mean that the rate of employee contribution will be adjusted to reflect differing tax arrangements.
- 17.2 Employees may also sacrifice a proportion of salary in respect of some fringe benefits. In these instances the employee will meet the administrative costs. Examples include superannuation, a laptop computer, a briefcase, calculator and work-related computer software.
- 17.3 Salary for all purposes, including superannuation and annual leave loading entitlements for employees entering into a salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.
- 17.4 It is anticipated that salary sacrifice arrangements in 17.1 will be implemented and accessible to employees covered by this Agreement by 1 January 2005.

## **18. SALARY PACKAGING**

- 18.1 An employee who is employed in a Public Hospital may elect, up to the amount allowed under relevant legislation, to take a proportion of their award salary in a form selected from a list of options offered by the employer.



- 18.2 Fringe Benefits Tax and any administrative costs incurred as a result of an employee entering into or amending a salary packaging arrangement, will be met by the employee.
- 18.3 Salary for all purposes, including superannuation for employees entering into a salary packaging arrangement, will be determined as if a salary packaging arrangement did not exist.
- 18.4 Salary packaging arrangements will be annual and based on a Fringe Benefit Reporting Year. The employee will be able to renew or amend the agreement annually. An employee may withdraw at any time from a salary packaging arrangement.
- 18.5 Where an employee ceases to be employed by the employer in a Public Hospital the salary packaging arrangement will cease to apply as at the date of cessation.

## **19. NIGHT SHIFT ALLOWANCE**

For the purposes of Clause 2(e)(i), Part V of the Award, the night shift allowance will increase from the current level of 15% to a new level of 22.5% in accordance with the following schedule:

- (a) 17.5% from the first full pay period on or after 1 July 2004;
- (b) 20% from the first full pay period on or after 1 July 2005;
- (c) 22.5% from the first full pay period on or after 1 July 2006.

## **20. POST GRADUATE ALLOWANCE**

- 20.1 An employee who obtains a relevant post graduate qualification and who works in an area relevant to that post graduate qualification shall be paid an allowance while they continue to be employed in that relevant area. The allowance to be paid is:

- (a) Graduate Certificate 4%
- (b) Post Graduate Diploma or Degree 6.5%  
(other than an undergraduate nursing degree)
- (c) Masters or Doctorate 7.5%

- 20.2 The Post Graduate Allowance was implemented from the first full pay period on or after 1 April 2001.





## **21. IN CHARGE OF SHIFT ALLOWANCE**

### **21.1 Registered Nurse Level 1**

In addition to the salary rates for Registered Nurse Level 1 in Schedule 1, a Registered Nurse Level 1 who is directed or required to take charge of a clinical or management unit for more than half a shift, shall be paid \$11.40 for each shift worked.

### **21.2 Registered Nurse Level 2**

In addition to the salary rates for Registered Nurse Level 2 in Schedule 1, a Registered Nurse Level 2 who is required to manage another level 2 nurse in clinical or management unit for more than half a shift, an allowance of \$7.25 shall be paid for each shift worked.

## **22. PRECEPTOR ALLOWANCE**

A Preceptor Allowance of \$1.00 per hour shall be paid to employees who are classified as Registered Nurse Level 1 or Enrolled Nurse and are required to act as preceptors. This allowance shall only be paid for the period which the employee is required to act as a preceptor.

## **23. REMOTE CALL ALLOWANCE**

23.1 This provision replaces Clause 5(b), Part V of the Award.

23.2 An employee who is rostered to remain on remote call (that is, on call for duty at short notice and allowed to leave his/her place of employment) shall be paid an allowance in accordance with the following schedule:

- (a) Monday to Friday - \$3.50 per hour, with a minimum payment of \$28 per day or shift when so rostered;
- (b) Saturdays, Sundays and Public Holidays - \$4.50 per hour, with a minimum payment of \$36 per day or shift when so rostered.

23.3 The hours shall be paid as rostered and each day (midnight to midnight) shall stand alone.

## **24. CORRECTIONAL HEALTH SERVICES ALLOWANCE**

24.1 This provision replaces Clause 2 of Part IV of the Award and has effect from the date of certification of this Agreement.



24.2 In addition to the base salary rates paid under this Agreement, an allowance of 6.5% will be paid to all employees covered under this Agreement who are employed to work in Correctional Health Services for all base hours worked (Risdon Prison, the Remand Centres, Forensic Mental Health, Hayes and the Secure Mental Health Unit, however titled). This allowance will be payable for all base hours worked as well as for all paid absences i.e. sick leave, long service leave and annual leave. This allowance will not be payable on shift penalties.

## **25. KILOMETREAGE/CAR USE AND CONFERENCES/TRAVEL ALLOWANCES**

The parties will prepare a consent order, to be filed in the Commission with the intention of updating the above Award Allowance rates to bring them in line with those in the *Community and Health Services (Public Sector) Award* within six months of the date of certification of this Agreement. If and when this order is made by the Commission, it will be observed by the parties and the operation of this Agreement will not affect the operation of the order.

## **26. ENROLLED NURSES**

26.1 All medication endorsed Enrolled Nurses who are required to utilise such medication endorsement shall translate to Year 1 of the new level 2 classification as per the following:

Enrolled Nurse Level 2 (Medication Endorsed)

1 <sup>st</sup> year of service	\$35,554
2 <sup>nd</sup> year of service	\$36,554

26.2 Those Enrolled Nurses who qualify for the new classification shall translate from the date of certification of this Agreement to the new classification prior to the application of Schedule 1 increases.

"Medication Endorsement" shall mean endorsement for the administering of medications as issued by the Nursing Board of Tasmania.

## **27. BANKING OF ACCRUED DAY OFF (ADO)**

An employee will be entitled by agreement with the relevant manager to accrue up to a maximum of five (5) ADOs in a twelve (12) month period. These would be available to be taken by mutual agreement during periods of low activity or linked to the taking of annual leave. Employees shall be entitled to take any banked ADOs during the year in which they were accrued. The



remaining ADOs shall be taken in the usual manner at a time, which is mutually convenient to the workplace in question and the employee.

## **28. BANKING OF HOURS**

- 28.1 Implementation of banking of hours will be in accordance with the following protocol:
- 28.2 A full-time or part-time employee working greater than twenty (20) hours per week may, by agreement with his/her unit manager or Director of Nursing:
- (a) work less than his/her rostered daily hours and work those hours at a later date; or
  - (b) work more than his/her rostered daily hours and take time off in lieu of payment for the additional hours worked or accrue the additional hours worked in his/her bank of hours referred to above.
- 28.3 An employee who works less than his/her rostered daily hours shall nevertheless be paid as if those rostered hours had been worked.
- 28.4 Hours banked under this provision will be banked on the basis of their ordinary time equivalent (for example, two hours banked for work on a Saturday shall be banked as 3.5 hours or two (2) hours overtime for shift workers shall be banked as four (4) hours).
- 28.5 An employee shall not accrue more than 38 hours in his/her bank under the sub-clauses in clause 28.2 above at any one time without the prior approval of management.
- 28.6 An employee who has banked hours will be given first option to work prior to the use of on-call or casual employees.
- 28.7 An employee who works banked hours on a shift for which a shift allowance is payable shall receive the pro rata penalty for the hours worked on that shift.
- 28.8 All leave accrued in accordance with this clause 28 shall be taken within 12 months of it being accrued.
- 28.9 Each worksite must keep proper records of each employee's banked balance of hours. Employees will have full access to his/her record of banked balance of hours and shall be given access to this record on their request.
- 28.10 If on termination of their employment an employee has a deficit of banked hours, the employer shall deduct monies owing to the employer.



from any entitlements owing to the employee at the time of termination at the ordinary rate of pay.

- 28.11 If on termination of their employment an employee has an accumulation of banked hours an employee shall be paid for those hours at the ordinary rate of pay.

## **29. DAY WORKERS HOURS OF WORK**

The spread of ordinary hours prescribed for day work nurses may be extended to 7:00pm as to all, or a unit or ward (as the case may be) of, employees by mutual agreement of the unit manager or Director of Nursing and the employee or the employees affected.

## **30. FLEXIBLE WORKING ARRANGEMENTS**

- 30.1 To facilitate more flexible working arrangements, a unit manager or Director of Nursing and individual employees may agree to utilise the concept of staggered start and finish times and variation in shift lengths or the length of a working day up to a maximum of ten (10) hours in any one day.
- 30.2 By agreement in writing between a unit manager or Director of Nursing and the employee an employee's ordinary hours may be extended to a maximum of ten (10) hours per day;
- (a) The above agreement may be discontinued following twenty eight (28) days notice in writing by either the unit manager or Director of Nursing or the employee; and
  - (b) Arrangements to implement these flexible working arrangements shall be done in consultation with the employees involved.

## **31. CANCELLATION OF SHIFTS**

- 31.1 Unless a casual employee otherwise agrees, the relevant manager shall provide twenty four (24) hours notice of the cancellation of the shift. Any casual employee who does not receive such notice shall be paid their ordinary hourly rate for the period they would have worked had the shift not been cancelled.



- 31.2 Unless a part time employee doing a shift in excess of their contracted hours otherwise agrees, the relevant manger shall provide 24 hours notice of the cancellation of the shift. Any part time employee who does not receive such notice shall be paid their ordinary hourly rate for the period they would have worked had the shift not been cancelled.
- 31.3 Where the relevant manager cancels an employee's shift with less than 24 hours notice, and as a result the employee incurs registered commercial child care costs, such costs will be reimbursed by the Department upon the provision of authorised receipts.

**Provided that** the child care costs referred to in this clause will be reimbursed by the employer for the equivalent duration of the cancelled shift.

## **32. REIMBURSEMENT OF CHILD CARE COSTS WHERE DIRECTED TO WORK OUTSIDE NORMAL HOURS**

Where employees are directed to work outside their normal hours, or work patterns, and as a result incur additional registered commercial child care costs, such costs will be reimbursed by the employer upon the provision of authorised receipts.

## **33. FLEXIBILITY FOR PART TIME EMPLOYEES**

- 33.1 Part-time employees engaged to work less than 76 hours in a 4-week roster period shall be paid a 20% loading in lieu of annual leave, sick leave, holidays with pay and any other form of personal leave. These arrangements shall remain in force until such time that an employee's consistent work pattern (as defined in clause 36.4 below) is more than 76 hours in a 4-week roster period.
- 33.2 Part-time employees engaged to work 76 hours or more in a 4 week roster period shall be entitled to payment for annual leave, sick leave and holidays with pay. These arrangements shall remain in force until such time that an employee's consistent work pattern (as defined in clause 33.4 below) is less than 76 hours in a 4 week roster period.
- 33.3 Provided that part-time employees engaged to work greater than 56 hours in a 4 week roster period and less than 96 hours in a 4 week roster period may, upon appointment, make application to their relevant manager to be paid a 20% loading in lieu of annual leave, sick leave, holidays with pay and any other form of personal leave (in accordance with clause 33.1) or, be entitled to payment for annual leave, sick leave, holidays with pay and any other form of personal leave (in accordance with clause 33.2).



- 33.4 For the purpose of this clause a 'consistent work pattern' is calculated as the average number of hours worked over the previous 12 fortnightly pay periods.

#### **34. PHASED-IN RETIREMENT**

The Government is developing a phased-in retirement scheme with an anticipated completion date of 1 September 2004 with an anticipated implementation date of 1 January 2005. The scheme will establish criteria under which employees approaching or considering retirement will have the option of reducing their ordinary hours of work on an agreed basis, for example going from full-time to part-time. Nurses subject to this Agreement will be entitled to access the government's Phased-in Retirement Scheme.

#### **35. FAMILY FRIENDLY WORKING ARRANGEMENTS**

- 35.1 Flexible working arrangements assist employees to balance work and family commitments. The adoption or extension of family-friendly arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- 35.2 Without limiting the kind of arrangements that may be suitable in any individual instance, family-friendly arrangements could include non-standard and variable starting and/or finishing times, part-time work and job sharing.
- 35.3 In considering an employee's request for flexible work arrangements, the Department will take into account the employee's family and other relevant commitments, balanced with operational requirements.

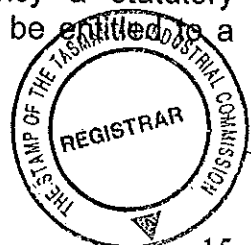
#### **36. SICK LEAVE**

Nurses are no longer required to produce a medical certificate for an absence on a working day before or after a public holiday and/or rostered day off.

**Provided that**, subject to the existing policy requirements, the maximum number of days that can be taken in any one leave year without a medical certificate is five (5) days.

#### **37. ADOPTION LEAVE**

- 37.1 An employee who provides to the Head of Agency a statutory declaration in accordance with clause 37.2 below will be entitled to a period of twelve (12) weeks paid adoption leave.



- 37.2 At least ten (10) weeks before commencing adoption leave, an employee will provide the Head of Agency with a statutory declaration stating:
- (a) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 37.3 The Head of Agency may require an employee to provide confirmation from the appropriate government authority of the placement.
- 37.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Head of Agency immediately and the Head of Agency will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 37.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 37.6 Adoption leave will be paid at ordinary time earnings.

## **38. MATERNITY LEAVE**

Clause 7, Part VI Parental Leave of the *Nurses (Tasmanian Public Sector) Award 2005* is varied by replacing sub-clause 7© with the following sub clause:

### **(A) Maternity Leave**

#### **Nature of leave**

- (1) Maternity leave is unpaid leave unless the employee is eligible for up to 12 weeks paid maternity leave.

#### **Definitions**

- (2) For the purposes of this subclause:
- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
  - (b) "Paternity leave" means leave of the type provided for in subclause 31.4 hereof whether prescribed in an award or otherwise.
  - (c) "Child" means a child of the employee under the age of one year.



- (d) "Spouse" includes a de facto or a former spouse.
- (e) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause;
  - (ii) any period of part-time employment worked in accordance with this clause; or
  - (iii) any period of leave or absence authorised by the employer or by the award.

#### Eligibility for maternity leave

- (3) An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (A)(5) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (A)(6) and (9) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of up to six weeks compulsory leave.

The employee must have had at least twelve months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

#### Paid Maternity Leave

- (4) An eligible female employee will be entitled to up to 12 weeks paid maternity leave.

To be eligible to receive paid maternity leave, a female employee must have had 12 months' continuous employment under the State Service Act 2000 at the time of commencing maternity leave.

To be eligible for paid maternity leave a female employee must be entitled, as a condition of their employment, to paid sick leave.

A full time employee who is absent on maternity leave shall be entitled to pay at the ordinary rate:

- (a) where the absence exceeds 12 weeks – for the first 12 weeks of that absence;
- (b) where the absence does not exceed 12 weeks – for the whole of that absence.

A part time employee who is eligible for paid maternity leave shall be entitled to payment for that leave in the same proportion as that





employee's regular weekly hours bear to a full time employee of the same classification.

A female employee will not be entitled to paid sick leave either in the paid or unpaid period of maternity leave other than during a period of annual leave or long service leave.

#### Certification

- (5) At the time specified in paragraph (A)(6) hereof, the employee must produce to her employer:
  - (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
  - (b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

#### Notice requirements

- (6)
  - (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subparagraph (A)(5)(a) hereof.
  - (b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subparagraph (A)(5)(b) hereof.
  - (c) An employer, by not less than fourteen days notice in writing to the employee, may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
  - (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (A)(5)(b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

#### Transfer to a safe job

- (7) Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the



conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (A)(10), (11), (12) and (13) hereof.

#### Variation of period of maternity leave

- (8) (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (A)(4) hereof:
  - (i) the period of maternity leave may be lengthened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened;
  - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.

#### Cancellation of maternity leave

- (9) (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

#### Special maternity leave and sick leave

- (10) (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
  - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical



practitioner certifies as necessary before her return to work;  
or

- (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (A)(3) hereof.
- (c) For the purposes of paragraphs (A)(10), (11) and (12) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (A)(7) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

#### Maternity leave and other leave entitlements

- (11) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (A)(3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then, entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

#### Effect of maternity leave on employment



- (12) Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement other than a period of paid maternity leave.

#### Termination of employment

- (13) (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

#### Return to work after maternity leave

- (14) (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (A)(13)(a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (A)(7) hereof, to the position which she held immediately before such transfer, or in relation to an employee who has worked part-time during the pregnancy, the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

- (15) (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace the employee exercising her rights under this subclause,



shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

### **39. LONG SERVICE LEAVE**

Employees covered by this Agreement will be entitled to long service leave in accordance with the *Long Service Leave (State Employees) Act* (as amended from time to time). The parties, in agreeing that the provisions of the *Long Service Leave (State Employees) Act* will apply "as amended from time to time", acknowledge that the Tasmanian government has announced an intention to amend that Act to reduce to one (1) week the minimum period of leave that must be taken.

### **40. BEREAVEMENT LEAVE**

This clause is to be read in conjunction with Clause 5 of Part VI of the Award.

Entitlement will increase to ten days paid leave in respect of the death of a mother, father, partner or child, with discretion for the Head of Agency to grant additional paid leave.

### **41. ANF BRANCH COUNCIL/HACSU COMMITTEE OF MANAGEMENT MEETINGS**

All nurses elected to ANF (Tas Branch) Branch Council or Executive and HACSU Committee of Management, shall be granted time off without loss of pay to attend meetings of the above committees. Nurses will give their manager reasonable notice of their intention to attend such meetings.

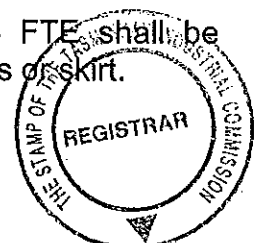
### **42. UNIFORMS**

42.1 Where an employee is required by the employer to wear a uniform the employer shall either:

42.1.1: provide the uniform in accordance with the following schedule:

A fulltime employee or a part time employee working 0.5 FTE or greater shall be provided 4 shirts and 2 pairs of trousers or shorts or skirts.

A part-time employee working less than 0.5 FTE shall be provided 2 shirts and 1 pair of trousers or shorts or skirt.



The uniform shall be provided within three months of the date of the certification of this Agreement. Until such time as the uniform is provided the employee shall be paid an allowance in accordance with clause 42.1.2 (a) or (b) from the date of certification of the Agreement.

Or

42.1.2: The uniform allowance shall be paid as below:

The sum of \$8.28 per week except for periods of absence in excess of three working days, but inclusive of public holiday not worked; or

The sum of \$6.85 per week, as an allowance not subject to premium or penalty addition, for each week or part thereof of paid employment, including periods of approved leave with pay.

No uniform allowance is payable during approved periods of leave without pay exceeding three working days.

- 42.2 The decision as to whether the uniform is provided or the allowance paid is at the discretion of the employer.
- 42.3 The Department shall prescribe the uniform and the employee, when advised they must wear a uniform shall at all work times wear the prescribed uniform.
- 42.4 Where an article of uniform provided to an employee becomes damaged or un-wearable it shall be replaced by the Department upon return of the previous article.
- 42.5 An employee, on leaving the service of the Department, shall return any uniform or part thereof provided by the employer which is still in use immediately prior to the employee leaving.

#### **43. EMAIL AND INTERNET ACCESS**

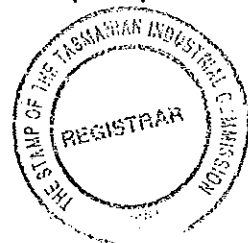
The Department's objective is that, wherever practicable, all employees should have access to internet and e-mail facilities and that, where ever practicable, this objective will be accomplished within the life of this Agreement.



## 44. PROFESSIONAL DEVELOPMENT

For the purpose of this Clause 'delegate' means the Agency employee or officer who has authority under the Department's Head of Agency delegations to approve Assisted Study Applications.

- 44.1 Without limiting its nature and extent, professional development includes award bearing courses; agreed activities arising from the appraisal process; employer-initiated activities such as committees, seminars to introduce new developments, methodology, administrative and conceptual changes; and activities for individuals or groups of staff members which have been approved by the employer.
- 44.2 It must be evident to the delegate that the activity will provide employees with skills/knowledge which will either:-
- (a) Enable them to better undertake the work which they currently perform; or
  - (b) Enhance their career prospects within the nursing profession; or
  - (c) Enable them to undertake a broader range of tasks within the State nursing service.
- 44.3 The parties agree that the establishment of professional development programs/activities shall be undertaken in consultation with employees occupying positions affected by these programs/activities and reflect needs determined by performance management and business management frameworks.
- 44.4 Any costs associated with fees (not including Higher Education Charges), from prescribed courses, textbooks and materials incurred in connection with undertaking professional development approved by the delegate will be reimbursed by the Department upon production of evidence of such expenditure.
- 44.5 Where the Department pays course registration fees the employee will, where directed by their manager or any other person employed by the Department with the authority to issue such a direction, disseminate the knowledge gained to other members of his or her workplace. This may be done through in service education sessions at ward level or by the production of a short paper outlining the knowledge gained.
- 44.6 Travel and accommodation costs incurred by an employee undertaking professional development approved by the delegate in accordance with this clause, which exceed those normally incurred in travelling to and from work, will be reimbursed by the Department upon production of evidence of such expenditure.



- 44.7 Approved courses are those professional development activities which have been approved by the delegate and which an employee is required by the Department to attend.
- 44.8 Agencies and their employees should agree on criteria for continuing professional development having regard to the cost, accessibility and availability of courses relevant to the needs of the Department, the individual employee and that employee's workplace.
- 44.9 It is recognised that employees in rural and remote locations must, where practicable have equal access to professional development opportunities. This may encompass alternative modes of delivery of professional development opportunities and may require the delegate to give consideration to the travel time and costs associated with attendance at such professional development opportunities where such consideration is not unreasonably used as a criterion for non-approval of attendance.
- 44.10 The Agency agrees to provide to the Unions on a quarterly basis statistics on the status of nurse assisted study leave broken down by division, classification and region.

#### **45 HARASSMENT, BULLYING AND DISCRIMINATION IN THE WORKPLACE**

The parties are committed to working co-operatively to develop procedures for identifying, minimising and dealing with instances of workplace harassment, bullying and discrimination. Measures to be implemented will include training of supervisors and managers, and Union workplace delegates.

#### **46. GRIEVANCES AND DISPUTE SETTLING PROCEDURE**

In the event of a grievance, industrial dispute or matter likely to create a dispute over the application of this Agreement the procedure to be followed to resolve the matter will be in accordance with Clause 1, Part VIII of the Award.

#### **47. NO EXTRA CLAIMS**

The parties to this Agreement will not make any extra claims nor take action in support of any extra claims in relation to all matters affecting wages and conditions of employment for the life of this Agreement

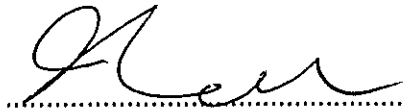




#### 48. SIGNATORIES

SIGNED FOR AND ON BEHALF OF:

the Australian Nursing Federation (Tasmanian Branch)



.....(SIGNED)

Date: 5 / 12 / 2005

SIGNED FOR AND ON BEHALF OF:

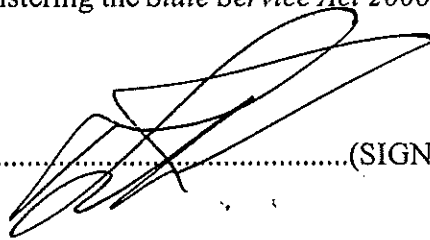
Health Services Union of Australia Tasmania No. 1 Branch:



.....(ACTING SECRETARY) (SIGNED)

Date: 5 / 12 / 2005

SIGNED FOR AND ON BEHALF OF: *Agent for + on behalf of the*  
Minister Administering the *State Service Act 2000*



.....(SIGNED)

Date: 6 / 12 / 2005



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

# **NURSES SALARY INCREASES**

**Schedule 1**

Class Description	Salary	3.50%	5.50%	5.50%	5.50%
	1-Mar-04	1-Jul-04	1-Dec-04	1-Dec-05	1-Dec-06
Enrolled Nurse L1 Y1	\$31,811	\$32,924	\$34,735	\$36,645	\$38,661
Enrolled Nurse L1 Y2	\$32,486	\$33,622	\$35,472	\$37,423	\$39,481
Enrolled Nurse L1 Y3	\$33,157	\$34,318	\$36,205	\$38,196	\$40,297
Enrolled Nurse L1 Y4	\$33,833	\$35,017	\$36,943	\$38,975	\$41,119
Enrolled Nurse L1 Y5	\$34,506	\$35,714	\$37,678	\$39,750	\$41,937
Enrolled Nurse L2 Y1	\$35,554	\$36,798	\$38,822	\$40,957	\$43,210
Enrolled Nurse L2 Y2	\$36,554	\$37,833	\$39,914	\$42,109	\$44,425
Registered Nurse L1 Y1	\$34,845	\$36,064	\$38,048	\$40,140	\$42,348
Registered Nurse L1 Y2	\$36,530	\$37,808	\$39,888	\$42,082	\$44,396
Registered Nurse L1 Y3	\$38,215	\$39,553	\$41,728	\$44,023	\$46,444
Registered Nurse L1 Y4	\$39,899	\$41,296	\$43,567	\$45,963	\$48,491
Registered Nurse L1 Y5	\$41,586	\$43,041	\$45,408	\$47,906	\$50,541
Registered Nurse L1 Y6	\$43,270	\$44,784	\$47,247	\$49,846	\$52,587
Registered Nurse L1 Y7	\$44,956	\$46,530	\$49,089	\$51,789	\$54,637
Registered Nurse L1 Y8	\$46,639	\$48,271	\$50,926	\$53,727	\$56,682
Community FCH Nurse Y1	\$43,270	\$44,784	\$47,247	\$49,846	\$52,587
Community FCH Nurse Y2	\$46,639	\$48,271	\$50,926	\$53,727	\$56,682
Community FCH Nurse Y3	\$48,327	\$50,018	\$52,769	\$55,671	\$58,733
Community FCH Nurse Y4	\$49,451	\$51,181	\$53,996	\$56,966	\$60,099
Community FCH Nurse Y5	\$50,573	\$52,343	\$55,222	\$58,259	\$61,464
Community FCH Nurse Y6	\$51,697	\$53,507	\$56,449	\$59,554	\$62,830
Registered Nurse L2 Y1	\$48,327	\$50,018	\$52,769	\$55,671	\$58,733
Registered Nurse L2 Y2	\$49,451	\$51,181	\$53,996	\$56,966	\$60,099
Registered Nurse L2 Y3	\$50,573	\$52,343	\$55,222	\$58,259	\$61,464
Registered Nurse L2 Y4	\$51,697	\$53,507	\$56,449	\$59,554	\$62,830
Clinical Nurse Special	\$55,067	\$56,994	\$60,128	\$63,436	\$66,925
Registered Nurse L3 Y1	\$55,509	\$57,451	\$60,611	\$63,945	\$67,462
Registered Nurse L3 Y2	\$56,813	\$58,801	\$62,035	\$65,447	\$69,046
Registered Nurse L3 Y3	\$58,116	\$60,150	\$63,459	\$66,949	\$70,631
Registered Nurse L3 Y4	\$59,420	\$61,500	\$64,882	\$68,451	\$72,216
Registered Nurse L4 Gr1	\$64,335	\$66,587	\$70,249	\$74,113	\$78,189
Registered Nurse L4 Gr2	\$69,251	\$71,674	\$75,616	\$79,775	\$84,163
Registered Nurse L4 Gr3	\$74,166	\$76,762	\$80,984	\$85,438	\$90,137
Registered Nurse L5 Gr 1	\$64,335	\$66,587	\$70,249	\$74,113	\$78,189
Registered Nurse L5 Gr 2	\$68,549	\$70,948	\$74,850	\$78,967	\$83,310
Registered Nurse L5 Gr 3	\$74,166	\$76,761	\$80,983	\$85,437	\$90,136
Registered Nurse L5 Gr 4	\$79,784	\$82,576	\$87,118	\$91,909	\$96,965
Registered Nurse L5 Gr 5	\$89,613	\$92,749	\$97,851	\$103,232	\$108,910
Registered Nurse L5 Gr 6	\$99,443	\$102,924	\$108,585	\$114,557	\$120,857

