TASMANIA

TASMANIAN INDUSTRIAL COMMISSION

CITATION: Sarah Millicent Chamley v Minister administering the *State Service Act 2000*/Department of Health TASIC 13

PARTIES:

Sarah Chamley (Applicant)

Minister administering the *State Service Act 2000* (Respondent)

SUBJECT: *Industrial Relations Act 1984*, s 29(1) application for hearing of an industrial dispute

FILE NO: T15219 of 2025

HEARING DATE(S): On the papers

DATE REASONS ISSUED: 20 November 2025

COMMISSIONER: Deputy President N M Ellis

CATCHWORDS: Industrial dispute relating to mode, terms and conditions of employment - multidisciplinary allowance - clause 27.4 Nurses and Midwives (Tasmanian State Service) Agreement 2023 - application granted - order issued.

REPRESENTATION: Matter determined on the papers.

SARAH MILLICENT CHAMLEY v MINISTER ADMINISTERING THE *STATE SERVICE ACT 2000* – DEPARTMENT OF HEALTH

REASONS FOR DECISION **20 NOVEMBER 2025**

[1] This is an application in relation to an industrial dispute relating to the calculation of payment for the Community Mental Health Multi-Disciplinary Allowance (MDA) to the dual classified position Clinical Nurse Consultant – Clinical Lead – Perinatal Mental Health Service, within Mental Health Services North West.

[2] The dispute is whether the wage differential for calculating the MDA should include the one off advancement of two increments available for Allied Health Professionals (AHP) after a nurse has obtained the relevant Masters qualification. The Respondent states a nurse must progress through the annual increments and that the advancement for the Masters qualification is only available to AHP.

[3] The parties agreed to have the matter determined on the papers.

Background

[4] The MDA is an allowance paid to nurses working in a multi-disciplinary team in community settings within the Statewide and Mental Health Services (SMHS), who work in an equivalent role (dual classified) to ensure their salary is paid in line with their colleagues. It is calculated "by reference to the relevant wage differential between nurse and AHP wage structures". The MDA is adjusted to include a nurse's relevant Post-Graduate Allowance (PGA) allowance. Effectively, this results in the same pay for whoever is delivering the service in the dual classified roles.

[5] The MDA is a preserved condition in the *Nurses and Midwives (Tasmanian State Service) Agreement 2023* (the NM Agreement) in clause 27.4 and is set out in clause 5.6 of the *Nurses and Midwives Heads of Agreement 2010*.

[6] The Applicant is employed by Statewide Mental Health Service, as Clinical Lead (Clinical Nurse Consultant) of the Perinatal Mental Health Service North and North-West Tasmania, Grade 6 Year 2.[1] There is no dispute that she meets the criteria for payment of the MDA.

[7] The Applicant submits this is a dual classified role as advertised with the same Position Number, 529971d stated on the Statement of Duties, highlighting the position was advertised for either an Allied Health Professional (AHP) or Registered Nurse. The position was advertised at the classification level of Allied Health Level 4 or Clinical Nurse Consultant Grade 6. The Applicant submits these roles exist throughout the Statewide Mental Health Service.[2]

[8] The PGA is the formal mechanism that recognises Nurses and Midwives for obtaining post-graduate qualifications and is included in the base salary when

[1] Applicant's application to the Commission.
[2] Applicant submissions dated 25 June 2025.

calculating the MDA amount payable to uplift the Nurse salary to the same level of the equivalent AHP salary, which is determined by the employer.[3]

[9] In this case, the Applicant successfully completed her Masters qualification in May 2024 and commenced the Clinical Lead role on 18 November 2024. The Applicant was paid the equivalent of AHP 4 Year 2 (Entry grade 4 AHP level) as a Clinical Nurse Consultant Grade 6 Yr 2 as per years of service.

[10] Following a query to payroll[4], she was advised that upon completion and submission of the relevant Masters degree, the MDA would be calculated against AHP 4.4Q. Ms Paula Peters, HR Services Officer Payroll Service, sought advice from her Team Leader and responded: "Once you have completed your relevant master's degree you will be calculated against a HPO4 Q at $130,181".[5] The Respondent has since stated this was erroneous advice[6].

[11] The Applicant was paid[7] an equivalent wage at HPO4Q from 29 May 2024 through the MDA of $5.22 per hour in addition to her Professional Graduate Allowance of 7.5% of $4.22 hour as per the Award. The PGA is calculated and applied prior to any residual MDA calculation.

[12] Her MDA was reduced unilaterally by the Respondent without consultation, to the classification of AHP 4 Year 3 or $4.97 per hour on 24 November 2024[8], resulting in a $300.00 fortnight decrease.

[13] The Respondent relies on completed years of service for incremental advancement as set out in the *Nurses and Midwives (Tasmanian State Service) Award* 2024. It stated the one-off advancement for obtaining the Masters qualification within the AHP classification structure is an AHP qualification barrier entitlement to those employed under the AHP Agreement only. It argued nurses are compensated for additional qualifications with the payment of a PGA.

LEGISLATIVE FRAMEWORK

The Agreement

[14] The *Nurses and Midwives (Tasmanian State Service) Agreement 2023* provides the Community Mental Health Multi-Disciplinary Allowance at clause 27.4:

> (i) The parties have agreed that nurses in a community setting within the Statewide and Mental Health Service (SMHS) who work as part of a multi-disciplinary team comprising allied health practitioners (AHP) and nurses

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[3] Respondent submissions dated 16 July 2025.
[4] Attachment 2 of Applicant submissions dated 25 June 2025, email 15 May 2024.
[5] Ibid.
[6] Page 7, Respondent submissions dated 16 July 2025.
[7] Attachment 5a,5b,5c,5d of Applicant submissions dated 25 June 2025.
[8] Attachment 10 of Applicant submissions dated 25 June 2025, Pay advice Slip dated 25 December 2024.

who fulfil an equivalent role in delivering a case management function to clients of SMHS or a multi-disciplinary team co-ordination or leadership role will be eligible to be paid a Community Mental Health Multi-disciplinary Allowance.

(ii) The allowance will be paid as part of wages (and be included for superannuation purposes) on an hourly basis. It will be calculated by reference to the relevant wage differential between relevant nurse and AHP wage structures. The level of the allowance will be adjusted to take account of payment of post-graduate allowances to eligible nurses.

[15] The above is a preserved condition of the *Nurses and Midwives Heads of Agreement 2010*, clause 5.6.1, which states:

5.6 Community Work Value Issues

5.6.1 Community Mental Health Multi-disciplinary Allowance - The parties have agreed that nurses in a community setting within the Statewide and Mental Health Service (SMHS) who work as part of a multi-disciplinary team comprising allied health practitioners (AHP) and nurses who fulfil an equivalent role in delivering a case management function to clients of SMHS or a multi-disciplinary team co-ordination or leadership role will be eligible to be paid a Community Mental Health Multi-disciplinary Allowance.

The allowance will be paid as part of wages (and be included for superannuation purposes) on an hourly basis. It will be calculated by reference to the relevant wage differential between relevant nurse and AHP wage structures. The level of the allowance will be adjusted to take account of payment of post-graduate allowances to eligible nurses.

The parties are committed to the urgent resolution of the job and service design factors that have given rise to the concerns now being addressed. It is anticipated that the period for resolution will be no more than 12 months with a review of progress after six (6) months. The allowance provides an interim arrangement subject to the parties agreeing and implementing a long-term resolution. The allowances will cease immediately upon joint agreement and classification of nursing roles referred to in this position.

The Award

[16] The Applicant accepts her years of service under the *Nurses and Midwives (Tasmanian State Service) Award* 2024 (the Award) which provides at Part III, cl 2:

> **"2. SALARY INCREMENTS**
>
> **'Year of service'** means a minimum of 365 days of employment including rostered days off, holidays with pay, paid recreation leave and paid personal leave.
>
> Progression for all classifications for which there is more than one wage point, shall be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in his or her practice setting(s) over such period.
>
> (a) Full-time employees
>
> (i) Except where otherwise specifically determined by this award, or subject to the provisions of the *State Service Act* 2000, an employee, while holding a position within a classification or level in respect of which a salary is prescribed by this award and who for not less than twelve months has been in receipt of a salary less than the maximum salary prescribed for such classification, shall be entitled to receive the annual increment prescribed for such classification until the maximum salary is reached.
>
> **PROVIDED** that an employee who was an employee on the date of this award shall be entitled to receive such increment on the anniversary of the date upon which she/he received her/his last salary increment in respect of her/his present position.
>
> (ii) An employee whilst continuing to hold the same office or position shall, unless the employer otherwise determines, be deemed for the purposes of this clause, to have been in receipt of a salary during any period of leave without pay in the twelve months immediately following the date upon which the employee's previous salary increment was awarded.
>
> (iii) Notwithstanding anything contained in this award, no employee shall be entitled to receive any increase in salary by virtue of this clause unless, in the opinion of the employer, his/her conduct, diligence and efficiency during the twelve months immediately prior to the date from which such increase would be payable shall have been satisfactory.

(b) Part-time employees

> The appropriate weekly rate shall be in accordance with the salary prescribed, in accordance with the actual experience of the employee in the field in which the employee is employed. Otherwise, the granting of increments shall be subject to the same restrictions as apply to full-time staff."

The Applicant's position

[17] The Applicant submits the MDA is a mechanism to ensure nurses are paid the equivalent to AHP according to the 'same work, same pay' principle.

[18] The method of calculation is "by reference to the relevant wage differential between nurse and AHP wage structures." It was submitted the AHP wage structure takes into account more factors than just grade point and years of service.

[19] It is acknowledged the Allied Health Professionals Public Sector Union Wages Agreement No. 2 of 2022 (AHP Agreement) contains a Qualification Recognition at clause 11.2. The Applicant submits it is not relevant to her nursing grade and year of service increments. However, it should be included in the wage differential to contribute to the equivalent AHP wage for the purpose of the MDA calculations.

[20] Clause 11.2 of the AHP Agreement states:

> "Employees at Level 4 who obtain a relevant Masters qualification (or equivalent) and who work in an area relevant to that qualification will be entitled to a one off advancement of two incremental levels and thereafter are entitled to progress, by annual increments, to the Level 4.4 qualified increment point (AHP4.4Qual))."

The PGA payable to nurses is included in the base salary when determining the amount of MDA to uplift the nurse's salary to the equivalent AHP salary. It is not paid on top of the MDA, which would place a nurse's salary above that of an equivalently qualified AHP.

[21] The Applicant submitted that presently the PGA is recognised and applied for her Masters qualification. However, her qualification is not considered to calculate the MDA against the relevant wage of an AHP with a relevant Masters degree.

[22] A question of unfairness was raised that the current application of the mechanism results in nurses with Masters qualification being remunerated at the level of AHP with no Masters qualification. Consequently, a nurse with a relevant Masters qualification is paid the same as a nurse without a Masters qualification in dual classified roles.

[23] The Applicant submitted that the Statement of Duties for a nurse includes the essential requirement to hold a specialist tertiary graduate or post graduate mental health/psychiatric nursing qualification, whereas AHP are not required to hold equivalent qualifications. It was noted this is not consistent for employment in the same role, nor does it stipulate nurses are to hold a Masters qualification.

[24] The Applicant contended that the AHP wage structure includes the increment, AHP4 Year 4 Qualified and the non-application of the level for nurses is in breach of clause 27.4 of the NM Agreement. Additionally, the Applicant argued that AHP4Y4 and AHP4.4Q are not separate years of service and are both included in the AHP wage structure.

[25] The Allied Health Professionals Salary Rates document[9] found on the Department of Health website was submitted by the Applicant. This document outlines the four points for Level 4 AHP and also includes the two promotable points, AHP Level 4 Grade B Year 1 and 2. Both points, AHP Level 4 Year 4 (without Masters degree) and AHP Level 4 Year 4 (with Masters degree) are included in the wage structure.

[26] The Applicant is not seeking to have her nursing grade increased or "years of service" increased. The Applicant is seeking to have the equivalent salary to that of an AHP working in the same role with Masters qualifications, inclusive of the PGA. The Applicant submits she feels devalued and is not being paid the equivalent wage differential as the full AHP wage structure has not been applied.

The Respondent's position

[27] The Respondent submits that the MDA allowance is paid to nurses working in community mental health roles where the positions can be occupied by AHPs and the hourly rate is higher than the corresponding nursing classification. This rate changes from time to time due to negotiated changes in the salaries for nurses and AHPs.

[28] The Respondent concurs the principle of the MDA is 'same work, same pay'. The PGA is recognised for nurses and included in the base salary to uplift the nurse's salary to the same level of the AHP salary and to determine the total MDA payment.

[29] The Respondent stated that:

> "Qualifications that are required for any pay point are required by employees regardless of whether they are a nurse or AHP. AHP do not receive PGA on top of their base salary." [10]

[30] The position of the Respondent is that the payment of the MDA will progress in line with the salary annual increments according to her Grade 6 nursing position.

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[9] Attachment 13, Applicant submissions dated 25 June 2025
[10] Agency Response dated 29 May 2025, page 3.

The submission was that the Applicant will be entitled to progress to AHP4.4Q after she has completed 12 months at AHP4.4 in accordance with Salary Increments found in Part III, Clause 2 of the Award.

[31] The Respondent states there is no entitlement to advanced progression of increment levels for recognition of relevant qualifications in the Award or the Agreements for nurses.

[32] It was contended that the one-off advancement is within the AHP4 classification structure and is an entitlement only for employees under the AHP Agreement. Therefore, it does not apply to nurses. There is no provision in the Award to accelerate through salary levels after commencement.

[33] Clause 11.2 of the AHP Agreement sets out the Qualifications Recognition for AHPs, excluding Radiation Oncology and Medical Physicists (clause 11.5).

[34] The Respondent notes that clause 11.3 of the AHP Agreement provides the post graduate qualification cannot be the employees entry practice qualification. Clause 11.2 enables a one off advancement of two increments and thereafter progress is by annual increments to AHP 4.4Q. The Respondent states this results in not all AHP's with Masters qualifications automatically being paid at the AHP4.4Q rate and that AHP 4.4 and AHP 4.4Q are separate years of service.

[35] The Respondent submits that nurses and AHP represent distinctly different, yet complementary roles. The Respondent highlights that a nurse has "a broad scope of practice primarily focusing on patient care…while AHPs have specialised scopes"[11] providing specialised therapeutic or diagnostic services. It was contended an AHP working in a mental health settings uses their entry level qualifications without having to undertake post graduate qualifications. The Respondent submits the AHP Level 4 roles have managerial responsibilities and deliver clinical leadership through experience.

[36] The Respondent's position is that nurses receive the PGA as provided in Part IV, Clause 14 of the Award, as recognition for post-graduate qualifications.

[37] Additionally, the Respondent submits the Applicant has to progress through the classification increments annually with the MDA to be paid up to the corresponding AHP classification, which is determined by the employer.

[38] The Respondent states they have taken the necessary steps to review and consider the Nurses and AHP classification structures to ensure pay parity. It aligns the salary levels point to point between the Nurse and AHP career structure as best possible. The Respondent stated "The MDA is paid when the AHP salary, of which is determined by the employer, is higher than the corresponding Nurse classification."[12]

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[11] Page 6, Respondent submissions dated 16 July 2025.
[12] Page 4 Respondent submissions dated 16 July 2025.

[39] The Respondent's position is that qualifications required for any pay point with the AHP classification scale, are required regardless of whether they are a Nurse or an AHP.

[40] The Applicant was initially appointed at base level Grade 6 year 1 with the MDA paid to corresponding base level of AHP 4, being Level 4 Year 2 (the base increment in Level 4). In accordance with Part III, clause 2 salary increments of the Award, the Applicant is to progress through the Grade 6 classification until maximum salary level is reached of Grade 6 Year 4. The PGA has compensated her Masters degree.

[41] The Respondent acknowledges the Applicant would progress to AHP 4.4Q based on working the required annual increments. Without her Masters qualification, she would not progress to AHP4.4Q as the qualification is a requirement to increment to 4.4Q for either a nurse or AHP employee. Without a Masters qualification, the top of level 4 is L4.4 for either employee.

[42] The Respondent submits that if a Nurse progressed to AHP 4.4Q in addition to receiving the PGA it may be seen as "double dipping" and a disincentive to AHP who have obtained post graduate qualifications and are required to increment annually.

[43] Upon commencement of the fixed term Grade 6 position on 7 August 2023, the Applicant did not have a Masters qualification. The Applicant has since obtained her Masters qualification and it is the Respondent's view that she is currently receiving compensation by way of PGA entitlement. The Respondent submits the PGA vacates any justification for the Applicant to skip increments within the Grade 6 classification after commencement.

[44] In summary, the Respondent states the Applicant is to progress through the classification annual increments accordingly with the MDA calculated and paid relevant to the AHP classification, which is determined by the employer.

CONSIDERATION

[45] All relevant materials have been considered to assess whether the wage differential applies for the Applicant to advance in the AHP wage structure to AHP4.4Q consistent with an AHP who achieves a Masters qualification.

[46] In construing the Agreement, I have regard to the principles set out by the Full Bench of Fair Work Australia in *Australian Manufacturing Workers Union (AMWU) v Berri Pty Limited* [13] where at paragraph 114 the Full Bench said:

> "The principles relevant to the task of construing a single enterprise agreement may be summarised as follows:

[13] [2017] FWCFB 3005.

1. The construction of an enterprise agreement, like that of a statute or contract, begins with a consideration of the ordinary meaning of the relevant words. The resolution of a disputed construction of an agreement will turn on the language of the agreement having regard to its context and purpose. Context might appear from:

(i) the text of the agreement viewed as a whole;

(ii) the disputed provision's place and arrangement in the agreement;

(iii) the legislative context under which the agreement was made and in which it operates.

2. The task of interpreting an agreement does not involve rewriting the agreement to achieve what might be regarded as a fair or just outcome. The task is always one of interpreting the agreement produced by parties.

3. The common intention of the parties is sought to be identified objectively, that is by reference to that which a reasonable person would understand by the language the parties have used to express their agreement, without regard to the subjective intentions or expectations of the parties.

4. The fact that the instrument being construed is an enterprise agreement made pursuant to Part 2-4 of the FW Act is itself an important contextual consideration. It may be inferred that such agreements are intended to establish binding obligations.

5. The FW Act does not speak in terms of the 'parties' to enterprise agreements made pursuant to Part 2-4 agreements, rather it refers to the persons and organisations who are 'covered by' such agreements. Relevantly s172(2)(a) provides that an employer may make an enterprise agreement 'with the employees who are employed at the time the agreement is made and who will be covered by the agreement'. s182(1) provides that an agreement is 'made' if the employees to be covered by the agreement's have been asked to approve the agreement and a majority of those employees who cast a valid vote approve the agreement'. This is so because an enterprise agreement is 'made' when a majority of the employees asked to approve the agreement cast a valid vote to approve the agreement.

6. Enterprise agreements are not instruments to which the Acts Interpretation Act 1901 (Cth) applies, however the modes of textual analysis developed in the general law may assist in the interpretation of enterprise agreements. An overly technical approach to interpretation should be avoided and consequently some general principles of statutory construction may have less force in the context of construing an enterprise agreement.

> 7. In construing an enterprise agreement it is first necessary to determine whether an agreement has a plain meaning or it is ambiguous or susceptible of more than one meaning.
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> 8. Regard may be had to evidence of surrounding circumstances to assist in determining whether an ambiguity exists.
>
> 9. If the agreement has a plain meaning, evidence of the surrounding circumstances will not be admitted to contradict the plain language of the agreement.
>
> 10. If the language of the agreement is ambiguous or susceptible of more than one meaning then evidence of the surrounding circumstance will be admissible to aid the interpretation of the agreement.
>
> …"

[47] The starting point is to look at the natural and ordinary meaning of the words used in clause 27.4, Community Mental Health Multidisciplinary Allowance of the NM Agreement. This is a preserved condition of the preceding Agreement from 2010.

[48] The relationship with the NM Agreement and the Award is set out in clause 6 of the NM Agreement and states:

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

[49] There is no inconsistency between the NM Agreement and the Award. The MDA clause is a standalone clause and can be construed for the purpose intended, to ensure same work and same pay for dual classified roles.

[50] No ambiguity has been raised by either party. The plain meaning of the disputed phrase "relevant wage differential between relevant nurse and AHP wage structures" is important to construe in order to resolve this dispute.

[51] It is agreed by the parties that the Applicant is working in a dual classified role in a multidisciplinary team and satisfies the conditions set out in 27.4 (i) of the NM Agreement and is eligible and has been paid the MDA.

[52] The calculation methodology of the MDA is the crux of the dispute. Turning to the ordinary meaning of the words in the clause, the relevant AHP wage structure is the benchmark from which the wage differential is calculated. The AHP wage structure is set out in Table 2 of Schedule 6 - Salary Rates for Allied Health Professionals as defined in Schedule 2 excluding Forensic Scientists of the Allied Health Professionals Public Sector Union Wages Agreement No. 2 of 2022 (AHP Agreement).

[53] The relationship with the Award and the Agreement is set out at Clause 6 of the AHP Agreement. If any inconsistency occurs between the Agreement and the Health and Human Services (Tasmanian State Service) Award (The HAHSA Award) and the Tasmanian State Service Award, or any registered Agreement, then the Agreement prevails.

[54] The HAHSA Award sets out the payment and structure of wages. For example, Part I, Clause 10 states under notice of termination that two weeks wages may be forfeited without notice, and under Part II Salaries and Related Matters the calculation for the payment of salary is provided. Under Part II, Clause 2, Payment of Salary, the term wages is used for the timing of payments, including when a public holiday falls on a pay day, wages are to paid prior. Part II, Clause 2(c) also refers to payment of wages, including the penalties for late payment of wages. Part V, Clause 10 refers to Adjustments to Wage Related Allowances, setting adjustments based on the salary rate for a certain band.

[55] The Macquarie Dictionary defines wages as "that which is paid for work or services, as by the day or week; hire; pay." Salary is defined as; "a fixed periodical payment paid to a person for regular work or services, especially work other than that of a manual, mechanical, or menial kind".

[56] In applying these definitions, the annual quantum is referred to as the salary and the hourly or weekly rate of hours worked are the wages. Wages are derived from the salary.

[57] The AHP Agreement at clause 7.6 states:

> "Schedules 5, 6 and 7 of this Agreement set out the annual rates of pay effective ffppcooa 1 December 2022, ffppcooa 1 December 2023, and ffppcooa 1 December 2024 and include the structural adjustments to base salaries for certain levels required to fully implement the new AHP career structure over the life of the Agreement."

[58] Schedule 6, Table 2 of the AHP Agreement sets out the annual salary rates for AHPs. It defines the classification level, pay points and promotion points. For the dual classified roles, AHP3 and AHP4, Table 2 sets out the relevant wage structures. AHP3 includes 8 levels before a promotion point. AHP4 includes 4 increments before a promotion point. This includes commencement at Level 4.2 increasing to Level 4.4 and Level 4.4Q as separate pay points in that structure.

[59] I am satisfied the relevant wage structure for AHP to calculate the MDA for Nurses is set out in Schedule 6 Table 2 of the Agreement. Similarly, the relevant wage structure for nurses is provided in Schedule 1 of the Nurses and Midwives (Tasmanian State Service) Agreement 2023. These are the only tables in the Agreements to set out the classification, relevant salaries and increment points and/or qualification points.

[60] The application of the relevant wage structure and resultant wage differential is important to ensure wage parity for working at the same level of responsibility, in a dual classified role in a multidisciplinary team. The words of the MDA clause do not set out any exclusions for access to pay points in the AHP wage structure. The clause does not exclude the one off advancement of two increments for AHPs with Masters qualifications.

[61] I do not concur with the Respondent's position that a nurse can progress by annual increments only and the advancement to AHP4.4Q is not available to nurses, whereas AHPs can accelerate two points through the obtainment of a relevant Masters qualification. In effect following the first entry year of service (when they are exempt from advancement), the AHP will advance directly to AHP4.4Q.

[62] The MDA clause is different to the Award requirement for annual increments of service for a nursing classification, with the aim to rectify the wage differential. The Nurse's substantive position in the nursing structure will continue to reflect the annual increments worked. The dispute is about the wage differential between the relevant wage structures to be applied. For the calculation of the wage differential between the AHP structure and nursing structure the equivalent wage point for an AHP is relevant not the nurse's year of service as set out in the Award.

[63] It is correct that AHP do not receive the PGA, however this is included in the base salary for a Nurse and then the level of allowance will be adjusted to be paid as the MDA.

[64] The result of working through annual increments including L4.4 to achieve L4.4Q would disadvantage Nurses who attain their Masters qualification, as the wage differential would not be recognised and paid. It is the MDA which tops up their salary to be equivalent to the relevant AHP wage structure and the PGA is paid and included as part thereof. It would be unfair for a Nurse with a Masters qualification to be paid the same as a Nurse without such a qualification, and $10,619 less than an AHP with Masters, when working through annual increments whereas the AHP is advanced to Level 4.4Q.

[65] I do not concur that AHP4.4 and AHP4.4Q are separate years of service. AHP4.4Q is a pay point for an AHP with a Masters qualification. In my view, it would be expressed as L4.5Q if an additional year of service was required.

[66] The AHP can fast track to this point by virtue of obtaining their Masters qualification any time after their first year of service and advance directly to AHP4.4Q. AHPs with Masters qualification are not required to complete the three years of service to proceed to L4.4Q. In my view, this sets out the wage structure to calculate the wage differential. Only this structure ensures same work same pay, which is the purpose of the clause.

[67] I do not concur with the Respondent's position that only Nurses must complete each year of service to proceed to the L4.4Q. In my view, this does not provide access

for Nurses to the relevant wage differential between the relevant nurse and AHP wage structures.

[68] I see no obstruction for the wage differential applicable to AHP 4.4Q to calculate the MDA for the purpose of maintaining wage parity as part of the MDA. The Respondent has agreed the nurse would eventually progress to this pay point but would have to work additional years compared to an AHP. The AHP4.4Q sits within the normal four point AHP wage structure and is not a promotable barrier. It forms the basis for the relevant wage differential. I am satisfied Nurses with a Masters qualification should also have access to a wage point within the Level 4 structure by the same method as an AHP.

[69] I am satisfied there is no "double dipping" for a nurse receiving a PGA. This has been protected by the express term of clause 27.4 of the NM Agreement that the PGA for a nurse will be adjusted from any residual MDA paid. The Applicant has provided this evidence in the form of payslips.

[70] Payslips provided[14] demonstrate that whilst the Applicant was paid L4.4Q, the PGA paid and included in base salary was $4.23 per hour and the MDA paid was $5.22. However, on adjustment by the employer down to L4.3 the PGA is $4.44 and the resultant MDA is $0.25 per hour. The AHP colleague would receive $7633 additional annual salary than the Applicant for working in the same role under this method.

[71] Without applying the calculation payment directly relevant to the AHP wage structure and wage differential to the nursing wage structure, Nurses would be paid less that an AHP in the same role with the same relevant post graduate qualification. And as such would be paid less than a nursing colleague who does not have a Masters qualification at the same increment within the level.

[72] It is my view this method of application does not meet the purpose of the same work, same pay, principle as agreed by the parties, nor the terms of the clause. This refusal to recognise the nurse with a Masters qualification at the same pay point on the AHP wage structure as an AHP with a Masters qualification, neglects to pay the wage differential as set out in clause 27.4 of the NM Agreement.

[14] Attach 5a,5b,5c,5d and 12, Applicant submissions dated 25 June 2025

CONCLUSION

[73] For the reasons provided above, I grant the application pursuant to s 31(1) of the Act and issue the following Order:

Order

The Multidisciplinary Allowance set out in clause 27.4 of the *Nurses and Midwives (Tasmanian State Service) Agreement 2023* be applied for Nurses with relevant Masters qualifications, to include the wage differential applicable to the salary for AHP Level 4 Year 4Q (with Masters degree), which is accessible through advanced progression for AHP who have obtained the relevant Masters degree.