

T13071 of 2007
21 DEC 2007



TASMANIAN INDUSTRIAL COMMISSION

Tasmanian Industrial Commission

Industrial Relations Act 1984

Part IV, Section 55: Industrial Agreement

**Australian Nursing Federation, Tasmanian Branch
Health Services Union of Australia (Tasmania No 1 Branch)**

and

The Minister Administering the State Service Act

***NURSES (TASMANIAN PUBLIC SECTOR)
ENTERPRISE AGREEMENT 2007***

Nurses

Health Services



REGISTERED AGREEMENT

1. TITLE

This Agreement is the "*Nurses (Tasmanian Public Sector) Enterprise Agreement 2007*".

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 Nurses (Tasmanian Public Sector) Award 2005.

Where any inconsistency occurs between this Agreement and the Award, or any registered Agreement with the Minister administering the *State Service Act 2000*, this Agreement shall prevail to the extent of the inconsistency.

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 *1 July 2007* will continue in effect until *30 June 2010*. The parties agree to commence negotiations for a replacement agreement not later than *1 April 2010*.

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	Translation Arrangements



CLAUSE NO.	SUBJECT
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33	Banking of Hours
36	Cancellation of Shifts
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Schedule 3	Translation Arrangements
Schedule 4	Rural and Remote Allowance



6. DEFINITIONS

6.1 For the purposes of this Agreement:

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

6.1.2 **"Department"** means the Department of Health and Human Services.

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 or this Agreement.

6.1.4 **Nurse Unit Manager** (NUM) shall mean a registered nurse who is appointed as such and who is responsible and accountable for the financial, human and physical resources within a ward/s or unit/s and includes after hours managers and co-ordinator positions. The nurse unit manager may have clinical as well as the management responsibilities.

This definition supersedes the existing award definition for a Registered Nurse Level 3 referred to as Nurse Manager.

6.1.5 **Nurse Practitioner** shall mean a registered nurse as defined by the Australian Nursing and Midwifery Council and who is authorised by the Nursing Board of Tasmania as a nurse practitioner.

7. SALARIES

During the life of this Agreement, nursing classifications subject to this Agreement shall be paid wage increases in accordance with the Wages Schedule attached to this Agreement as Schedule 1.

8. TRANSLATION ARRANGEMENTS

Translation arrangements will be in accordance with Schedule 3

9. REGISTERED NURSE – COMMUNITY HEALTH, FAMILY & CHILD HEALTH

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, 2nd year of service and proceed to progress through the incremental scale.



10. ENROLLED NURSES UPGRADE TO REGISTERED NURSE

- 10.1 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.
- 10.2 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. An Enrolled Nurse translating to a Registered Nurse position will do so at no lesser salary than the salary they were on immediately prior to becoming a Registered Nurse.
- 10.3 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. Where possible, a Nurse's area of specialty will be taken into account.

11 NURSE PRACTITIONERS

The parties agree to consult on the appropriate classification level of the Nurse Practitioner role, given the role, level of responsibility and other relevant matters, prior to the role being introduced.

It is the intent of the parties that discussions around classification will occur at least three (3) months prior to the implementation of the first Nurse Practitioner role, or as part of the career structure review whichever is earlier.

If the parties are unable to agree on a classification level within the three (3) month period referred to above, then the parties may refer the matter to the Tasmanian Industrial Commission for conciliation in an attempt to reach an agreed position.

12 CLINICAL NURSE EDUCATORS

- 12.1 Three Clinical Nurse Educators (CNE) have been employed in Community Health Services.
- 12.2 One CNE will be employed in each rural region i.e. North, North West and South.
- 12.3 The parties will continue to discuss the basis for nurse education in the three hospitals including consideration on resource implications.



13. SKILL MIX

The parties agree as a principle to a staffing skill mix of 75% Registered Nurse to 25% Enrolled Nurse where clinically appropriate. The parties also agree such a mix is not appropriate in some areas, for example: ICU, DEM and Neuro. For the purpose of obtaining a settlement in these negotiations the parties agree that the percentage of enrolled nurses to registered nurse will not exceed 25% in any ward.

14. 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).

As part of the Career Structure Review (Clause 16), and as a priority, the parties agree to discuss Nurses working in Team Leader positions in community settings. This discussion will conclude by no later than June 2008. If no agreement has been reached the matter may be referred to the Tasmanian Industrial Commission for conciliation and/or arbitration.

15. 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 will advise the Unions if a new Clinical Nurse Specialist position is created prior to any advertising to enable the Unions to make comment or request a review of the position.



16. CAREER STRUCTURE REVIEW

Over the life of the agreement the parties will undertake a review of the nursing career structure.

Any matters agreed between the parties during this review will be implemented having regard to professional standards, health and safety considerations and the need of the government with respect to funding sustainability.

17. NURSING HOURS PER PATIENT DAY

Subject to Clause 18 the provisions of the Consent Order (AG2002/3002) issued by the Australian Industrial Relations Commission ("the Commission") on 12 May 2003 including the removal of Appendix 3, in part incorporated into this Agreement, 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.

18. WORKLOAD MODEL REVIEW

1. The current workload model will be subject to review by the parties with the aim of developing a new model in accordance with the following:
 - a. An independent Chair will be agreed by the parties to oversee the work;
 - b. Under the Chair a joint working party consisting of representatives of the Department, ANF and HACSU will be formed to investigate, develop and test a new staffing/workload model;
 - c. In undertaking their task the WP will consider current models but will have the flexibility to develop a new model that meets the professional standards, patient care standards, health and safety considerations and the needs of government with respect to funding sustainability.
2. While the review is taking place the current model will remain in the EBA subject to no claims being made for the period of the review for additional nursing and related resources. This does not preclude relevant management (including Directors of Nursing) to manage their resources in accordance with the existing model. Overall nursing workloads will not be increased during the period of the review.
3. The review will be completed by 1 September 2008 with the option to extend the review period by a further three months at the discretion of the Chair.



4. If by 1 September 2008 (or 1 December 2008 if the review period is extended) there is no agreement on a replacement model the parties agree to conciliation and, if necessary arbitration, of any outstanding matters.
5. The final model (either as agreed or arbitrated) will replace the existing model. The parties agree to vary the EBA by consent to give effect to the matters agreed.
6. An additional 75 nurses (50 RNs, 25 ENs) will be allocated and distributed as soon as possible where clinically appropriate after the making of this agreement to alleviate immediate workload stress in critical areas such as ED, ICU and Theatres.

19. RURAL SETTINGS

A Rural and Remote Settings Allowance shall be paid to employees who are employed at the health facilities detailed in Schedule 4 of this Agreement.

20. RE-ENTRY REGISTERED NURSES AND ENROLLED NURSES

Enrolled Nurse trainee clinical placement hours and Enrolled Nurse and Registered Nurse re-entry clinical placement hours are not to be included in NHPPD model hours.

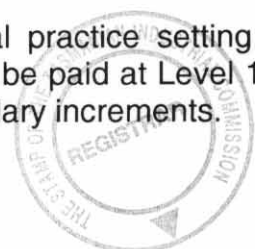
- 20.1 The Department's ongoing role in assisting previously Registered Nurses and Enrolled Nurses to undertake re-entry programs remains unaltered and will occur taking account of the capacity of the particular hospital to accommodate clinical placements, the turnover of nurses, the expected nurse workforce requirements and any other relevant factors.

20.2 Remuneration Process

During the Re-entry program the Registered Nurse and the Enrolled Nurse are paid at the Re-entry salary point.

- 20.3 **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 1 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 1 and shall then be subject to the usual salary increments.



- 20.4 **Enrolled Nurses** who have successfully completed the re-entry to practice course shall be paid at the EN Level 2 Year 1 rate and then be subject to the usual salary increments

21. SALARY SACRIFICE

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. SALARY PACKAGING

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 Where an employee ceases to be employed by the employer in an eligible position the salary packaging arrangement will cease to apply as at the date of cessation.
- 22.6 The parties will, during the life of this agreement, investigate mechanisms to enable access to salary packaging for all employees covered by this Agreement



23. NIGHT SHIFT ALLOWANCE

For the purposes of Clause 2(e)(i) of Part V of the Award, the night shift allowance will increase from the current level of 22.5% to a new level of 25% with effect from the first full pay period on or after 1 July 2008.

24. 12 HOUR SHIFT ALLOWANCES

The current shift allowances paid to employees who work 12 hour shifts shall be increased to:

- 24.1 12.5% for day shift and 17.5% for night shift with effect from the first full pay period on or after 1/12/07; and
- 24.2 15% for day shift and 20% for night shift with effect from the first full pay period on or after 1/7/08.

25. POST GRADUATE ALLOWANCE

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
(other than an undergraduate nursing degree) | 6.5% |
| (c) | Masters or Doctorate | 7.5% |

26. IN CHARGE OF SHIFT ALLOWANCE

- 26.1 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 \$ 15.00 per shift with effect from the first full pay period on or after 1 December 2007.
- 26.2 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, shall be paid an allowance of \$10.00 for each shift worked with effect from the first full pay period on or after 1 December 2007.



27. PRECEPTOR ALLOWANCE

A Preceptor Allowance of \$2.00 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 and shall be paid in the first full pay period on or after 1 March 2008.

28. REMOTE CALL ALLOWANCE

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

28.2 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.

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

29. CORRECTIONAL HEALTH SERVICES ALLOWANCE

29.1 This provision replaces Clause 2 of Part IV of the Award.

29.2 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) and the Ashley Youth Detention Centre (from FFPP on or after 1 December 2007). 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.

30. KILOMETREAGE/CAR USE AND CONFERENCES/TRAVEL ALLOWANCES

Employees covered by this Agreement will be entitled to these allowances in accordance with the *General Conditions of Employment Award*.



31. ENROLLED NURSES – MEDICATION ENDORSED

- 31.1 All medication endorsed Enrolled Nurses who are required to utilise such medication endorsement shall be classified as EN Level 2.
- 31.2 "Medication Endorsement" shall mean endorsement for the administering of medications as issued by the Nursing Board of Tasmania.
- 31.3 Enrolled Nurses employed by the Agency or participating in a Department sponsored re-entry program who seek to undertake the Medication Package will have the cost of the package met by the Department.

32. 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.

33. BANKING OF HOURS

- 33.1 Implementation of banking of hours will be in accordance with the following protocol:
- 33.2 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.
- 33.3 An employee who works less than his/her rostered daily hours shall nevertheless be paid as if those rostered hours had been worked.
- 33.4 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).
- 33.5 An employee shall not accrue more than 38 hours in his/her bank under the sub-clauses in clause 33.2 above at any one time without the prior approval of management.



- 33.6 An employee who has banked hours will be given first option to work prior to the use of on-call or casual employees.
- 33.7 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.
- 33.8 All leave accrued in accordance with this clause 33 shall be taken within 12 months of it being accrued.
- 33.9 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.
- 33.10 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.
- 33.11 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.

34. 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.

35. FLEXIBLE WORKING ARRANGEMENTS

- 35.1 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 twelve (12) hours in any one day.
- 35.2 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 twelve (12) 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.



36. CANCELLATION OF SHIFTS

- 36.1 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.
- 36.2 Unless a part time employee doing a shift in excess of their contracted hours otherwise agrees, the relevant manager 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.
- 36.3 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.

37. 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.

38. LEAVE FOR PART TIME EMPLOYEES

- 38.1 Part-time employees working less than 20 hours per week may elect to receive payments for annual leave, sick leave and holidays with pay.
- 38.2 An employee who makes an election under paragraph above (38.1) will not be able to revert to the loaded roster.
- 38.3 Part-time employees working less than 20 hours per week who do not exercise an election under paragraph 38.1 above shall receive a 20 percent loading in lieu of annual leave, sick leave and holidays with pay.



39. FAMILY FRIENDLY WORKING ARRANGEMENTS

- 39.1 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.
- 39.2 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.
- 39.3 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.

40. 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.

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:

- (a) 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
- (b) 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 Community Nurses (including Palliative Care Community Nursing) who are required by the employer to wear a uniform shall be provided with a polar fleece top as a one off item.
- 42.5 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.
- 42.6 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 of 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: 21 / 12 / 2007

SIGNED FOR AND ON BEHALF OF:

Health Services Union of Australia (Tasmania No. 1 Branch):

.....(SIGNED) Date: 21 / 12 / 2007

SIGNED FOR AND ON BEHALF OF:

Administering the *State Service Act 2000*

.....(SIGNED) Date: 21 / 12 / 2007



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

Schedule 1

SALARIES

1. All salary rates are payable from the first full pay period commencing on or after the date specified in the relevant Operative Date Column.
2. Rates are subject to the application of the annual salary divisor (260,261,262).

Operative Date	1 December 2007 (FFPP)	1 July 2008 (FFPP)	1 December 2008 (FFPP)	1 July 2009 (FFPP)	1 December 2009 (FFPP)
Classification	\$	\$	\$	\$	\$
EN L1Y1 (Re-entry)	40,040		41,339		42,681
EN L1Y2	40,889		42,216		43,586
EN L1Y3	43,433		44,842		46,298
EN L2Y1 (Certificate IV Entry)	44,751		46,204		47,703
EN L2Y2 (Diploma Entry)	46,010		47,503		49,044
EN L2Y3		46,469	48,420		50,454
RN Level 1 Re-entry	43,859		45,282		46,751
RN Level 1 Year 1	45,980		47,472		49,012
RN Level 1 Year 2	48,101		49,662		51,273
RN Level 1 Year 3	50,221		51,851		53,533
RN Level 1 Year 4	52,344		54,043		55,796
RN Level 1 Year 5	54,463		56,230		58,055
RN Level 1 Year 6	56,586		58,422		60,318
RN Level 1 Year 7	58,704		60,609		62,576
RN Level 1 Year 8		59,950	62,348		64,842
Community FCH Year 1	54,463		56,230		58,055
Community FCH Year 2	58,704		60,609		62,576
Community FCH Year 3	60,828		62,802		65,595
Community FCH Year 4	62,243		64,263		66,348
Community FCH Year 5	63,657		65,722		67,855
Community FCH Year 6	65,071		67,183		69,363
RN Level 2 Year 1	60,828		62,802		65,595
RN Level 2 Year 2	62,243		64,263		66,348
RN Level 2 Year 3	63,657		65,722		67,855
RN Level 2 Year 4	65,071		67,183		69,363
Clinical Nurse Specialist Yr 1	69,312		71,562		73,884
Clinical Nurse Specialist Yr 2		70,005	72,245		74,557



RN Level 3 Year 1	69,869		72,136		74,477
RN Level 3 Year 2	71,509		73,830		76,226
RN Level 3 Year 3	73,151		75,524		77,975
RN Level 3 Year 4	74,792		77,219		79,725
Nurse Unit Manager Y1	74,792		77,219		79,725
Nurse Unit Manager Y2		76,561	79,045		81,611
Nurse Unit Manager Y3				80,871	83,496
RN Level 4 Grade 1	80,978		83,606		86,319
RN Level 4 Grade 2	87,165		89,994		92,915
RN Level 4 Grade 3	93,352		96,382		99,510
RN Level 5 Grade 1	80,978		83,605		86,319
RN Level 5 Grade 2	86,282		89,082		91,973
RN Level 5 Grade 3	93,351		96,381		99,509
RN Level 5 Grade 4	100,424		103,683		107,048
RN Level 5 Grade 5	112,795		116,455		120,235
RN Level 5 Grade 6	125,168		129,230		133,424



AG807984 PR931259

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LW application for settlement of dispute

Minister administering the State Services Act 2000

and

**Australian Nursing Federation
Health Services Union of Australia**
(AG2002/3002)

Nurses

Health and welfare services

DEPUTY PRESIDENT LEARY

HOBART, 12 MAY 2003

Clause 14 – Rostering, Patient Acuity, Staffing Mix and Skill Mix of the Agreement.

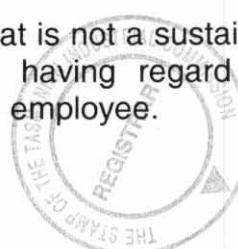
CONSENT ORDER.

A. In accordance with s.170LW of the Act the following order is made in settlement of the dispute in relation to Clause 14 – Rostering, Patient Acuity, Staffing Mix and Skill Mix of the Agreement.

1. Duty to prevent sustained unreasonable workload

The employer shall ensure that the work to be performed by an employee to whom this arrangement applies:

- (a) is of a nature that is reasonably consistent with the performance over the ordinary time hours of a regular periodic roster of duties and tasks within the employee's classification description at the standard required for observance of the Australian Nursing Council Code of Professional Conduct requirement that the nursing care provided or about to be provided to a patient client of the respondent employer shall be adequate, appropriate, and not adversely affect the rights, health or safety of the patient client; and
- (b) constitutes a workload at a level that is not a sustained manifestly unfair or unreasonable workload having regard to the skills, experience and classification of the employee.



Provided that this clause shall not operate in respect of work that is required to be performed to meet exigent or extra-ordinary circumstances of an urgent kind and is not work regularly added to the employee's weekly or daily roster.

Agreed matters ancillary to the core components of the model but relevant to the settlement of the dispute are included at Appendix 3.

2. Duty to allocate and roster nurses in accordance with process consistent with reasonable workload principles

(a) The employer shall, as soon as practicable, implement through the recruitment, allocation and rostering of Nurses, a developed form of the staffing model described as the "nursing hours per patient day model" (NHPPD), the main premise of which are set out below and in Appendix 1. The agreed increase of 61 FTE's shall be implemented as soon as practicable but no later than 12 months from the date of reaching this agreement.

(b) The initial benchmarked areas are:

Royal Hobart Hospital - 1B North, 1B South, 2B North, 2B South, 2DS, 2DC, Dwyer, Neurosurgery, Orthopaedics, General Surgical, Surgical SU, WACS Gynaecology, WACS Paediatrics, Maternity and Birthing Unit. However there is a need to determine an accurate account of the outpatient attendances within the Inpatient Unit setting for Maternity, Burns and Paediatrics and benchmark the clinics.

Launceston General Hospital - 3G, 4D, 4K, 5A, 5B, 5D (included 3D), 6D, 4O/4B. However there is a need to determine an accurate account of the outpatient attendances within the Inpatient Unit setting for Maternity

North West Regional Hospital - Surgical Rehab, Surgical West, Medical Open, Paediatrics.

(c) The premise of the NHPPD model shall be developed to include criteria and benchmarking measures for nursing work in wards or units *not covered* by a category contained in Appendix 1.

(d) The implementation of the NHPPD model by the employer shall be undertaken in a way that allows for ongoing consultation by the parties on the model and the agreed process for applying the model, consistent with overall allocation and rostering outcomes determining nursing staff resources to meet estimated workloads in accordance with the following key principles:

(i) clinical assessment of patient needs;



- (ii) the demands of the environment such as ward layout;
 - (iii) statutory obligations including workplace safety and health legislation;
 - (iv) the requirements of nurse regulatory legislation and professional standards; and
 - (v) reasonable workloads.
3. Duty to consult, communicate, and constructively interact about health service provision to patients
- (a) The Department and ANF and HACSU shall together constitute and participate in a process for consultation and communication at an Agency level and at hospital level about overall nursing care requirements as an element in the provision of health services to patients.
 - (b) NHPPD Consultative Committee
 - (i) For the purpose of complying at Agency level with the duties in clause 3, the parties shall establish an NHPPD Consultative Committee. The membership of this committee shall comprise of equal DHHS, ANF and HACSU representatives.
 - (ii) The function of the committee is to oversee the implementation of, ongoing refinement of and monitoring of the NHPPD model at an Agency level.
 - (iii) For the purpose of undertaking its functions the committee shall initially meet monthly and thereafter the frequency shall be determined by the committee.
 - (iv) At least every six months the Agency shall provide a detailed report to the committee in relation to the steps being taken and the progress in minimising adverse effects on workloads or patient service capacity in public hospitals. The reports shall contain information sufficient to meet the needs of the committee, but shall include:
 - Provision of available data about levels and changes of workloads;
 - Outline measures the employer has taken to address and/or relieve the workload, including specific steps taken and the evaluation of this progress.



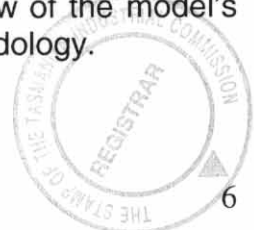
- (v) As far as practicable, the reports shall be provided in writing. The first such report shall be provided to each member of the committee in September 2003. Reports shall be provided at least every six months after that date.

(c) NHPPD Workload Monitoring Committee

- (i) A Workload Monitoring Committee (WMC) will be established at the Royal Hobart Hospital, the Launceston General Hospital and the North West Regional Hospital.
- (ii) The WMC is to consist of equal union and employer representation with a maximum of eight members.
- (iii) The WMC has an advisory role in reviewing, assessing and making recommendations to the Chief Executive Officer of the Hospital on an as needs basis, regarding those wards or other clinical units where nursing services are provided and NHPPD assessments have been completed and agreed. Factors to be considered are:
- Nursing workloads generally (including outpatient clinics attached to inpatient wards)
 - Admissions, discharges and patient movements generally, including transfers;
 - Bed usage and management generally.
- (iv) The WMC's shall be provided with ward profile, statistical, DRG, and other relevant information on a regular basis.
- (v) The consultative procedures in relation to the NHPPD shall operate as far as practicable without formality with a view to reaching a consensus about matters to be considered.
- (vi) Any unresolved issues arising out of the WMC shall be dealt with under the Grievance Procedure and shall commence at the beginning of Step 2 of those procedures.
- (vii) The Agency NHPPD Model Implementation Officer shall be involved in Workload Monitoring Committees as required to provide a statewide consistency to the implementation process.

(d) Review Process

At the conclusion of twelve months from the date of agreement being notified to the Australian Industrial Relations Commission on the NHPPD model, the Department will undertake a review of the model's functional effectiveness and the implementation methodology.



In undertaking the review, the Department will consult with CNM's, DON's and ANF and HACSU. The review will provide a report to the Secretary of DHHS. The review will consider ward profile, statistical, DRG, comparative and other relevant information.

The WMC's, as well as ANF and HACSU, will be provided a copy of the report. Any grievance or dispute arising from the review report shall be dealt with in accordance with the Workload Grievance Procedure.

4. Visibility of implementation of NHPPD model at ward or unit level

The employer shall ensure for the duration of this Order that the implementation of the NHPPD model, and any other mechanisms that may be in place to manage the workloads of nurses, shall be made clearly visible to and readily understood by nurses at the ward or unit level. The precise mechanism for ensuring that this visibility and/or understanding is achieved may vary from site to site, but will result in the NHPPD being applied to identify a work roster that may be clearly understood by nurses at the ward or unit level.

5. Measures to encourage re-entry to the nursing workforce

The parties recognise the importance of encouraging and supporting the return to the workforce of previously enrolled and registered nurses.

6. Grievance Procedure

Any grievance or dispute relating to nursing workloads will be resolved by following the steps set out below. Any nurse or management representative and parties to the Enterprise Agreement may raise a grievance or dispute under this procedure.

If at any time in the consideration of the grievance or dispute, it appears that the proposed resolution has budget implications, the proposed resolution is to be forwarded to the Director, Hospital and Ambulance Services who will action it within the procedures required by Government.

Work shall continue in accordance with the status quo while any grievance or dispute is being dealt with under this procedure unless interim arrangements are agreed by the parties which shall be implemented immediately.

Step 1 – Ward/Unit Level

If a grievance or dispute arises regarding a NHPPD issue it must first be raised by the individual nurse or group of nurses at ward/unit level with the Level 3 Nurse Manager for resolution. The Nurse Manager may consult the Director of Nursing to assist in the resolution.



This step shall be concluded within one calendar week from the time it was raised by the nurse or group of nurses with the relevant Nurse Manager.

Step 2 – Hospital Level

If a grievance or dispute cannot be resolved at Step 1, the matter is to be referred in writing to the Director of Nursing who will convene a Specialist Panel.

The specialist panel will include one each ANF and HACSU nominee and two management nominees (approved by the CEO). Recommendations from the specialist review panel shall be achieved by consensus. If consensus cannot be reached the grievance or dispute remains unresolved.

The Specialist Panel shall make recommendations to the Chief Executive Officer for the resolution of the grievance or dispute. If the CEO does not accept the recommendations he/she shall advise the Specialist Panel of the reasons.

This step shall be concluded within one calendar week from the time it was referred to the Director of Nursing.

Step 3 – Agency Level

If the grievance remains unresolved at the conclusion of Step 2 the CEO shall refer the matter in writing for negotiation between the Deputy Director Corporate Services, Human Resource Services and ANF and HACSU representatives in an attempt to resolve the grievance or dispute.

This step shall be concluded within one calendar week from the time it was referred to the Deputy Director Corporate Services, Human Resource Services unless a longer period is agreed between the parties.

Step 4

If the grievance or dispute cannot be resolved at Step 3, either party may refer the matter to the Australian Industrial Relations Commission for its assistance which shall include conciliation and if necessary, arbitration.

The grounds for a grievance shall include but not be limited to:

- Unreasonable or excessive patient care or nursing duties is required of a nurse other than occasionally and infrequently;
- To perform nursing duty to a professional standard, a nurse is effectively obliged to work unpaid overtime on a regularly recurring basis;



- A reasonable complaint to the appropriate hospital authority about capacity to observe professional mandatory patient care standards has not been responded to or acted upon within a reasonable time; or
- A particular nurse or group of nurses is being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team.
- The workload requirement effectively denies any reasonable access to professional development.



Appendix 1

NHPPD GUIDING PRINCIPLES

Category	NHPPD	Criteria for measuring diversity, complexity and nursing tasks required
A	7.5	<ul style="list-style-type: none"> · High Complexity · High Dependency Unit @ 6 beds within a ward · Tertiary Step Down ICU · High Intervention Level · Specialist Unit/Ward Tertiary Level 1:2 staffing · Tertiary Paediatrics
B	6.0	<ul style="list-style-type: none"> · High Complexity · No High Dependency Unit · Tertiary Step Down CCU/ICU · Moderate/High Intervention Level · Special Unit/Ward including extended secure Mental Health Unit · High Patient Turnover⁽¹⁾ > 50% · FHHS Paediatrics⁽²⁾ · Secondary Paediatrics · Tertiary Maternity
C	5.75	<ul style="list-style-type: none"> · High Complexity Acute · Care Unit/Ward · Moderate Patient Turnover > 35%, OR · Emergency Patient Admissions > 50% · Psychogeriatric Mental Health
D	5.0	<ul style="list-style-type: none"> · Moderate Complexity · Acute Rehabilitation Secondary Level · Acute Unit/Ward · Emergency Patients Admissions > 40% OR · Moderate Patient Turnover > 35% · Secondary Maternity
E	4.5	<ul style="list-style-type: none"> · Moderate Complexity · Moderate Patient Turnover > 35% · Sub Acute Unit/Ward · Rural Paediatrics
F	4.0	<ul style="list-style-type: none"> · Moderate/Low Complexity · Low Patient Turnover < 35% · Care Awaiting Placement/Age Care · Sub Acute Unit/Ward
G	3.0	<ul style="list-style-type: none"> · Ambulatory Care including: · Day Surgery Unit & Renal Dialysis Unit

⁽¹⁾ Turnover = Admissions + Transfers + Discharges divided by Bed Number.

⁽²⁾ FHHS Paediatrics additional formulae: Birth; Neonates; ED; OR.



Appendix 2

Model Application Process

The NHPPD model is a systematic nursing workload monitoring and measuring system and is not designed to be used as a rigid mandatory determinant of staffing. This is because actual staffing arrangements must reflect ward specific criterion and clinical assessments. The parties agree that the nursing hours per patient day model is subject to ongoing development and refinement, and the guiding principles are the starting point.

The appropriate number of Nursing Hours Per Patient Day (NHPPD) have been calculated and an outcome agreed for the 'benchmark' wards listed in Clause 2(b) using an external consultant's report, the categories contained in Appendix 1 applied to the individual beds within the wards and a review process to allow for any specific circumstances described in Clause 2(d). The result of that process commits the Government to providing an additional 61 FTE's (above actual staffing levels at 1 July 2002) across the 'benchmark' wards.

Implementation of the NHPPD model into wards or other clinical units where nursing services are provided beyond those 'benchmark' wards listed in Clause 2(b) shall be in accordance with the NHPPD guiding principles and the Model Application Process described below.

1. The parties through the NHPPD Consultative Committee shall investigate, negotiate and agree on appropriate NHPPD Guiding Principles for the relevant beds, wards or other clinical units where nursing services are provided. The parties will consult with relevant stakeholders throughout the process.
2. The Agency will then calculate, using the NHPPD for each category, the total number of nursing hours relevant to the ward or other clinical units where nursing services are provided and compare it to actual staffing levels assessed against occupancy levels and activity levels. There shall be no more than 3 Categories from the NHPPD Guiding Principles, applied to a ward or clinical unit where nursing services are provided, unless otherwise agreed between the parties.
3. The resultant information including the calculations and outcomes will be provided to the Director of Nursing and the Clinical Nurse Manager for review.
4. A review consultation will occur between the Director of Nursing and the CNM and the Agency's Model Implementation Officer (MIO) to consider if any of the factors contained in Clause 2 (d) warrant adjustments being made to the outcome from Step 2.



5. The reviewed outcome shall be negotiated at the NHPPD Consultative Committee.
6. In the event the Director of Nursing, the CNM or the parties to the NHPPD Consultative Committee dispute the outcome of the calculations as being appropriate for the ward or other clinical units where nursing services are provided, the dispute may be raised through the Grievance Procedure.

Appendix 3

The ANF and HACSU shall not unreasonably oppose the best use being made of all available and appropriately skilled nursing staff without unnecessary conditions or task demarcations to bring about the most effective team for the optimal provision of health services to patients at general and ward level under the NHPPD model.

- B. This order shall come into force from 2 April 2003 and shall remain in force until 1 March 2004.

BY THE COMMISSION:

DEPUTY PRESIDENT

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TRANSLATION ARRANGEMENTS

CURRENT CLASSIFICATION	PROPOSED CLASSIFICATION
Enrolled Nurse Level 1 Year 1 (Re-entry)	Enrolled Nurse Level 1 Year 1 (Re-entry)
Enrolled Nurse Level 1 Year 2	Enrolled Nurse Level 1 Year 2
Enrolled Nurse Level 1 Year 3	Enrolled Nurse Level 1 Year 3
Enrolled Nurse Level 1 Year 4	Enrolled Nurse Level 1 Year 3
Enrolled Nurse Level 1 Year 5	Enrolled Nurse Level 1 Year 3
Enrolled Nurse Level 2 Year 1	Enrolled Nurse L2Y1 (Certificate IV Entry)
Enrolled Nurse Level 2 Year 2	Enrolled Nurse L2Y2 (Diploma Entry)
	Enrolled Nurse L2Y3
Registered Nurse Level 1 Year 1	Registered Nurse Level 1 Re-entry
Registered Nurse Level 1 Year 2 (Graduate entry)	Registered Nurse Level 1 Year 1
Registered Nurse Level 1 Year 3	Registered Nurse Level 1 Year 2
Registered Nurse Level 1 Year 4	Registered Nurse Level 1 Year 3
Registered Nurse Level 1 Year 5	Registered Nurse Level 1 Year 4
Registered Nurse Level 1 Year 6	Registered Nurse Level 1 Year 5
Registered Nurse Level 1 Year 7	Registered Nurse Level 1 Year 6
Registered Nurse Level 1 Year 8	Registered Nurse Level 1 Year 7
	Registered Nurse Level 1 Year 8
Community FCH Nurse Year 1	Community FCH Nurse Year 1
Community FCH Nurse Year 2	Community FCH Nurse Year 2
Community FCH Nurse Year 3	Community FCH Nurse Year 3
Community FCH Nurse Year 4	Community FCH Nurse Year 4
Community FCH Nurse Year 5	Community FCH Nurse Year 5
Community FCH Nurse Year 6	Community FCH Nurse Year 6
Registered Nurse Level 2 Year 1	Registered Nurse Level 2 Year 1
Registered Nurse Level 2 Year 2	Registered Nurse Level 2 Year 2
Registered Nurse Level 2 Year 3	Registered Nurse Level 2 Year 3
Registered Nurse Level 2 Year 4	Registered Nurse Level 2 Year 4
Clinical Nurse Specialist Year 1	Clinical Nurse Specialist Year 1
	Clinical Nurse Specialist Year 2

Registered Nurse Level 3 Year 1	Registered Nurse Level 3 Year 1
Registered Nurse Level 3 Year 2	Registered Nurse Level 3 Year 2
Registered Nurse Level 3 Year 3	Registered Nurse Level 3 Year 3
Registered Nurse Level 3 Year 4	Registered Nurse Level 3 Year 4
	Nurse Unit Manager Y1
	Nurse Unit Manager Y2
	Nurse Unit Manager Y3
Registered Nurse Level 4 Grade 1	Registered Nurse Level 4 Grade 1
Registered Nurse Level 4 Grade 2	Registered Nurse Level 4 Grade 2
Registered Nurse Level 4 Grade 3	Registered Nurse Level 4 Grade 3
Registered Nurse Level 5 Grade 1	Registered Nurse Level 5 Grade 1
Registered Nurse Level 5 Grade 2	Registered Nurse Level 5 Grade 2
Registered Nurse Level 5 Grade 3	Registered Nurse Level 5 Grade 3
Registered Nurse Level 5 Grade 4	Registered Nurse Level 5 Grade 4
Registered Nurse Level 5 Grade 5	Registered Nurse Level 5 Grade 5
Registered Nurse Level 5 Grade 6	Registered Nurse Level 5 Grade 6

Registered Nurse Level 1

No Registered Nurse (RN) shall progress to the classification of RN L1 Y8 prior to 1 July 2008, and thereafter shall only progress to RN L1 Y8 after having completed 12 months service (inclusive of service at the previous RN L1 Y8 classification and the new RN L1 Y7 classification) or on completion of 12 months service at the new RN L1 Y7 classification..

Enrolled Nurse

No Enrolled Nurse (EN) shall progress to the classification of EN Level 2 Year 3 prior to 1 July 2008, and thereafter shall only progress to EN L2 Y3 after having completed 12 months service at EN L2 Y2 (inclusive of service as an EN L2 Y2 prior to and post 1 December 2007) or on completion of 12 months service as an EN L2 Y2.

Clinical Nurse Specialist

No Clinical Nurse Specialist (CNS) shall progress to the classification of CNS Year 2 prior to 1 July 2008, and thereafter shall only progress to CNS Year 2 after having completed 12 months service (inclusive of service at the previous CNS classification and the new CNS Y1 classification) or on completion of 12 months service at the new CNS Y1 classification.



Nurse Unit Manager

A Registered Nurse Level 3 (RN L3) who at the 1st December 2007 was in a position classified as an "After Hours Nurse Manager or Co-ordinator or Clinical Nurse Consultant (with management responsibilities) or Clinical Nurse Manager or Nurse Manager"(hereafter referred to as "a specified RN L3 position"), shall from that date, be classified as Nurse Unit Manager (NUM) Year 1 (as defined) and shall be eligible to progress to NUM Year 2 on the 1st July 2008 or thereafter only on completion of 12 months service (inclusive of service in "a specified RN L3 position" and as NUM Year1).

Provided that no NUM Year2 shall progress to NUM Y3 prior to 1st July 2009 and thereafter shall only progress to NUM Year3 on completion of 12 months service as NUM Year2.

Nurse Unit Manager translation and progression table

	Current	Dec 07	July 08	Dec 08	July 09	Dec 09
NUM	72216	74792	76561	79045	80871	83496
	L3 year 1 - 4	NUM Year1	NUM Year2	NUM Year2	NUM Year3	NUM Year3

A new NUM (no experience and appointed 1 December)

	Current	Dec 07	July 08	Dec 08	July 09	Dec 09
NUM		74792		79045		83496
		NUM Year1		NUM Year2		NUM Year3



Schedule 4 - DHHS Nursing Rural and Remote location Rating Table

	MO Availability	Recruitment & Retention Rating	Emerg, response ie Amb or PM response time	ARIA rating	24/7 services	Tax Office recognition	Score	
WESTERN SHORE	0	0	0	0	0	0	0	R&R Allowance Not Applicable
EASTERN SHORE (incl. CLARENCE)	0	0	0	0	0	0	0	
BURNIE	0	0	0	1	0	0	1	
DEVONPORT/MERSEY	0	0	0	1	0	0	1	
LAUNCESTON	0	1	0	0	0	0	1	
HUON	0	1	0	1	0	0	2	Zone One R&R Allowance - 2%
LONGFORD/WESTBURY	0	1	0	1	0	0	2	
ULVERSTONE	0	0	0	2	0	0	2	
WYNYARD	0	0	0	2	0	0	2	
NEW NORFOLK	0	0	1	0	1	0	2	
HAYES PRISON FARM	0	0	1	0	1	0	2	
SWANSEA/TRIABUNNA/SPRING BAY	0	1	0	2	0	0	3	Zone Two R&R Allowance - 4%
SCOTTSDALE	0	1	1	1	1	0	4	
SOUTHERN MIDLANDS	0	1	2	1	1	0	5	
BEACONSFIELD	0	1	2	1	1	0	5	
CAMPBELL TOWN	0	2	2	1	1	0	6	
DELORAINÉ	0	1	2	1	1	0	5	
ESPERANCE	0	2	2	1	1	0	6	
GEORGE TOWN	0	2	1	1	1	0	5	
SMITHTON	0	1	1	2	1	0	5	
ST HELENS	0	1	1	2	1	0	5	
ST MARYS	0	2	1	2	1	0	6	
OUSE	0	2	3	1	1	0	7	Zone Three R&R Allowance - 6%
BRUNY ISLAND	1	1	3	1	1	0	7	
WEST COST (Queensstown)	0	2	1	2	1	3	9	
ROSEBERY	0	2	2	2	1	3	10	
STRAHAN	1	2	1	2	1	3	10	
ZEEHAN	1	2	1	2	1	3	10	
KING ISLAND	0	2	1	4	1	4	12	
FLINDERS ISLAND	0	2	3	4	1	4	14	
CAPE BARREN ISLAND	1	2	3	4	0	4	14	