

Tasmanian Industrial Commission Section 55 – Industrial Agreement

NURSES AND MIDWIVES HEADS OF AGREEMENT 2010

between the

Minister administering the *State Service Act 2000*

and the

Australian Nursing Federation, Tasmanian Branch



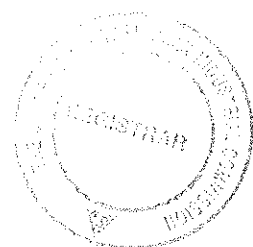
I TITLE

This Agreement is to be known as the Nurses and Midwives Heads of Agreement 2010.

2 ARRANGEMENTS

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3 PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and the Australian Nursing Federation, Tasmanian Branch.

4 PERIOD OF OPERATION

The Agreement will be for the period from the first full pay period to commence on or after 1 December 2010 until 31 March 2011 or until a replacement agreement is registered with the Commission.

5 APPLICATION

This Agreement is made in respect of employees covered by the *Nurses (Tasmanian Public Sector) Award 2005*. The parties have agreed to include salaries and conditions of employment that have been agreed through negotiations of this the *Nurses and Midwives Heads of Agreement 2010 (HoA)*. The annual salary adjustments represent increases negotiated between the parties in settlement of a bargaining outcome.

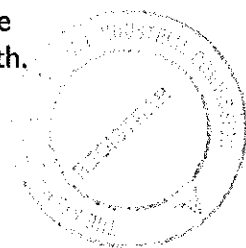
6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement is to be read in conjunction with the *Nurses (Tasmanian Public Sector) Award 2005* and the *Nurses (Tasmanian Public Sector) Enterprise Agreement 2007* and where any inconsistency occurs between this agreement and that Award or the Agreement or any registered Agreement with the Minister administering the *State Service Act 2000*, this Agreement is to prevail to the extent of the inconsistency.

7. INTENDED CONSEQUENCES

The intention of the signatories to this Agreement is to fulfil the terms of this Agreement, as far as practicable, by consolidating all terms and conditions of employment into the *Nurses (Tasmanian Public Sector) Award 2005* and registering the *Nurses and Midwives (Tasmanian Public Sector) Enterprise Agreement 2010* and to retire the *Nurses (Tasmanian Public Sector) Enterprise Agreement 2007*. This is intended to reflect agreed changes to current, and/or the introduction of new, entitlements.

The signatories agree to undertake the specified reviews concerning the Career Structure, including nurses in community settings within the Statewide and Mental Health Service (SMHS) and resolving implementation issues that arise from these reviews in good faith.



The parties also agree to undertake a modernization of the *Nurses (Tasmanian Public Sector) Award 2005* by end of February 2011. It is the intent of the parties that the new Agreement and Award will be registered with the TIC concurrently.

7 UNINTENDED CONSEQUENCES

The signatories recognise that, due to the complexity of this Agreement and changes to the *Nurses (Tasmanian Public Sector) Award 2005* and the *Nurses (Tasmanian Public Sector) Enterprise Agreement 2007* this may result in unintended consequences. The signatories to this Agreement are committed to working cooperatively to resolve such differences wherever they arise.

8 HEADS OF AGREEMENT APPENDIX

New terms and conditions of employment are as detailed in appendix A.

9 SIGNATORIES

For and on behalf of the Minister administering the State Service Act 2000:

Name

Philip Baker

Signature

[Signature]

Date

23. 12. 2010.

For the Australian Nursing Federation, Tasmanian Branch:

Name

NEROLI ELIS

Signature

[Signature]

Date

23 December 2010

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



THE TASMANIAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

NURSES AND MIDWIVES HEADS OF AGREEMENT 2010

Between

THE MINISTER ADMINISTERING THE STATE SERVICE ACT (2000)

And

AUSTRALIAN NURSING FEDERATION, TASMANIAN BRANCH

I. PARTIES, OPERATION AND MACHINERY PROVISIONS

- 1.1 This Heads of Agreement (HoA) is made on 23 December 2010 between the Minister Administering the State Service Act (2000) and the Australian Nursing Federation, Tasmanian Branch. It is intended to reflect changes to current or the introduction of new entitlements.
- 1.2 The terms of this HoA apply to all Nurses¹ and Assistants in Nursing employed in the Department of Health and Human Services (DHHS). The final Registered Agreement (Agreement) will operate from 1 December 2010 to 30 June 2013..
- 1.3 The HoA is in full and final settlement of the ANF claims raised through the Interest Based Bargaining process.
- 1.4 The parties agree that the finalized Agreement will include a term requiring negotiations for a replacement Agreement to begin no later than 31 March 2013. Prior to that date and to facilitate this process, the DHHS **will issue a written invitation** to the ANF to commence negotiations.
- 1.5 Where improvements to current conditions are made by the Tasmanian Government or resulting from the *Fair Work Act*, affect the provisions of the *Tasmanian State Sector Award* or the *Health and Human Services Award* the variations shall flow through to the nurses Award and / or Agreement, e.g. Parental Leave.
- 1.6 In the event of a dispute or grievance arising under the intended Agreement, this HoA may be used to provide evidence as to the meaning of, or eligibility for, a procedure or an entitlement.
- 1.7 Unless mentioned otherwise all current conditions of the Award and the Agreement will continue.

¹ Reference to nurses includes midwives, mental health nurses, child and family health nurses and enrolled nurses.



2. OBLIGATION TO REGISTERED AGREEMENT / ACTION TO IMPLEMENT

- 2.1 The parties agree to lodge a section 55 Industrial Agreement with the Tasmanian Industrial Commission consistent with the terms of this HoA.
- 2.2 The Registered Agreement will be entitled *The Nurses and Midwives (Tasmanian Public Sector) Enterprise Agreement 2010*.
- 2.3 The parties agree to establish a Joint Consultative Committee (JCC) to oversee the implementation of the Registered Agreement. The JCC will meet on a regular basis and will include ANF and DHHS nominated representatives. A key role of the JCC will be to ensure that the Agreement is properly implemented including ensuring the development of the various policies and procedures (see 7.1.2).

3. PREVIOUS AGREEMENTS

- 3.1 The parties agree, to the extent practicable, to consolidate all terms and conditions of employment into the simplified *Nurses (Tasmanian Public Sector) Award* as well as registering a new single Agreement. The parties also agree to retire the *Nurses (Tasmanian Public Sector) Enterprise Agreement 2007*. This consolidation process will not delay lodgment of the Agreement for registration

4. NO EXTRA CLAIMS

- 4.1 The parties undertake not to pursue any claims for additional increases in remuneration and/or conditions of service during the life of this Agreement

5. SUBSTANTIVE ISSUES

5.1 Wages

The parties agree to the payment of cumulative wage increases as follows:

- 3.5% from the first full pay period (FFPP) on or after 1 December 2010
- 2.75% from the FFPP on or after 1 December 2011
- 3% from the FFPP on or after 1 December 2012

5.2 Career Structure

- 5.2.1 The parties agree to introduce a new career structure in respect of the *Nurses (Tasmanian Public Sector) Award* – see Schedule 1.
- 5.2.2 The new structure is designed to create a professional career pathway from novice to expert with a commensurate wage progression along a single spine – see Schedule 2. It consists of 9 grades ranging from Assistant in Nursing to Executive Director of Nursing.
- 5.2.3 It places a greater emphasis on skills acquisition and maintenance of those skills.
- 5.2.4 Translation to the new classification structure will be on a wage point to wage point basis - see Schedule 3. Each employee will translate directly to the equivalent classification level and wage point in the new structure. Some positions may need to be 'grandfathered' on translation. No-one will be disadvantaged and there



will be no 'spill and fill of positions'.

5.2.5 The top incremental point in grades 2, 3 and 4 will be introduced from the FFPP on or after 1 December 2011.

5.2.6 Features of the classification structure are:

Grade 1 – introduction of the role of Assistant in Nursing (AIN) to undertake delegated routine care tasks currently carried out by nurses. The Grade 1 role will be included in the nursing workload staffing model as per Schedule 4 for the period of the trial.

Grade 2 – is the entry point for Enrolled Nurses with Certificate IV or Diploma.

Grade 3 – is the entry point for all Registered Nurses. Whilst there are 8 incremental points on this scale progression from year 4 to year 5 will depend on successful application of a Formal Capability Assessment. Application for Advanced Progression to year 6 will also be available for those who have completed year 4. A review of the implementation and direct entry points for nurses entering / working in the community will be undertaken by the parties by the end of February 2011 with the outcome of the review to be included in the Agreement.

Grade 4 – is the entry point following completion of year 8 in Grade 3 and successful application of a Formal Capability Assessment. In applying to progress to Grade 4 the nurse is committing to maintain their skills and competence and to perform in accordance with the criteria for Grade 4.

Nurses at Grade 4 will be required to undertake a Formal Capability Review after 2 years and every 2 years thereafter, to ensure maintenance of their skills and competency of practice. If unable to meet the capability review criteria they will not progress to the next incremental point until the required criteria is met. A supported program will be implemented and reassessment will occur within six months. An appeal process will be available.

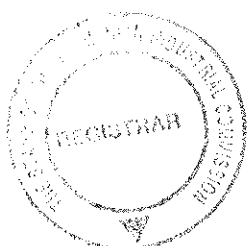
Current Level 2 nurses will translate to Grade 4 and will be exempt from the above process however will be subject to the current Performance Development Assessment requirements for the life of this agreement.

Grade 5 – access to this grade is through appointment / promotion and is only available for those nurses in management and equivalent like roles.

Grade 6 – access to this grade is through appointment / promotion and is only available for those nurses pursuing specialist practice, education or practitioner status.

Grade 7 – there are two levels at this grade. The difference in the levels include but are not limited to the size and nature of the role in terms of responsibility, for beds, FTE, budget, scope of role and service provided. Access to Grade 7 is normally through promotion or appointment.

Grade 8 – access to this grade is through appointment / promotion. It is divided into non-incremental levels. Included are Nurse Practitioners, senior nurse managers or nurses with state-wide responsibilities in specific areas of practice, e.g.



Infection Control.

Grade 9 – access to this grade is through appointment / promotion. Included in this classification are Executive Directors of Nursing or equivalent.

5.2.9 Implementation – the parties have agreed that the career structure will be implemented in accordance with Schedule 3 attached.

5.2.10 Assistants in Nursing – will be introduced via a 6-month trial which will commence on 1 April 2011. The agreed conditions of the pilot scheme will include a minimum 2 trials in each of the four (4) main hospitals – see Schedule 4. AINs will work morning and afternoon shifts each day (including weekends) and will not normally be required to overlap at change of shifts. If the trial is successful the conditions for full implementation of the role will be agreed between the parties and the Agreement varied to reflect the agreed conditions.

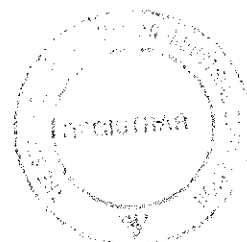
5.2.11 Review of the Nurse Unit Manager Role – the parties have agreed that a review of the Nurse Unit Manager role will be undertaken over the next 12 months.

5.2.12 Work Value Review – new classification descriptors have been jointly developed by the parties to reflect the new classification standards for Grades 5, 6, 7, 8 and 9. As a consequence of this the parties have agreed to undertake a full work value review of the new classification standards of each of these grades. It is agreed that an interim position will be arrived at by the end of January 2011 with a review and any necessary adjustment occurring during the first 12 months of the Agreement. The Joint Consultative Committee (see 7.1.1) will oversee this process.

5.3 Safe Staffing Levels

5.3.1 Safe Staffing levels will be based on efficient and effective care, system improvement, workload management and affordability. The staffing levels will be determined using the NHPPD model and Guiding Principles, the e-Staffing Tool, proper management and governance processes and phasing of implementation and appropriate skill mix using the breadth of grades in the career structure e.g. Enrolled Nurses, Assistants in Nursing, Clinical Coordinators.

- The Consent Order T13323 of 2008 will be maintained. It will be reviewed over the first 12 months of the Agreement by the parties. This is not intended to impede the ongoing implementation of the Consent Order
- Implementation of efficient and effective care and workload management will be monitored by Safe Staffing and Outcomes of Care Committee (exact title to be agreed).
- The Safe Staffing and Outcomes of Care Committee will also consider ways and means of minimising:
 - Disruptions of normal sleep routines as a consequence of working extended hours or responding to 'call-outs'
 - Call-outs which require intensive periods of concentration



- Recall to duty which result in significant disruption to work patterns.

- 5.3.2 **Flexible Shifts** - the length of shifts can be modified to six (6) hours by mutual agreement to meet the needs of the service and enable nurses to work flexibly and provide a more responsive staffing structure. The parties have agreed to work to introduce rosters that minimise shift overlap, where clinically appropriate on weekends and public holidays with the work to be completed during the first 12 months of the Agreement.

The process for this will be agreed between the parties. Further, the parties agree to work together to introduce agreed conditions for 10 and 12 hour shift-working nurses.

- 5.3.4 **Managing Fatigue** – in recognition that tired nurses are a risk to safe patient care the parties have agreed to develop and implement a Leave Management policy which will seek to ensure that all nurses are able to take their annual leave entitlement at appropriate intervals throughout the year by mutual agreement and that there is a proper distribution of leave.

Furthermore, any requirement for a nurse to work a 'double shift' must be treated as a serious clinical incident and recorded on the Electronic Incident Monitoring System (EIMS).

Nurse attending a call-out will have a sufficient break following the call-out prior to commencing the next shift without loss of pay.

5.4 Conditions of Employment

- 5.4.1 **Shift Penalties** – for afternoon working to be increased from 12.5% to 13.75% (12-hour shift - 15% to 16%) from 1 July 2011 and to 15% from 1 July 2012 (12-hour shift - 16.75%). Penalties for night duty shifts will be increased from 25% to 26.25% (12-hour shift - 20% to 21%) from 1 July 2011 and to 27.5% (12-hour shift - 21.75%) from 1 July 2012.

- 5.4.2 **Public Holidays** – nurses rostered on duty on a public holiday will be paid a loading of 250% (with no additional day of leave).

Nurses, whose rostered day off falls on a public holiday, will be paid a 100% penalty in recognition of the disadvantage of not benefitting from the day off. Alternatively, they may elect to accrue 7.6 hours (*pro rata*) which when taken will be paid at ordinary time rate.

- 5.4.3 **Wage Related Allowances** – will be increased by 9% and will continue to increase in line with wage increases included in this Agreement – see Schedule 5.

- 5.4.4 **Wage Related Issues** – the parties have committed to work towards a fully retrospective pay period to be implemented during the first 12 months of the Agreement. They have also agreed that:

- Nurses will be paid for actual hours worked on night shift during the changeover of 'daylight savings'.
- Nurses will be paid shift penalties relative to hours actually worked pre and post midnight on Friday, Saturday and Sunday



nights from the FFPP on or after 1 April 2011.

- 5.4.5, **Uniform Allowances** – nurses who provide direct care and who are required not to wear a uniform, i.e. mental health and child and family health nurses will be paid \$500 (*pro rata*) in year 1 of the Agreement and \$250 (*pro rata*) in years 2 and 3 of the Agreement. The first payment will be made from the FFPP on or after 1 February 2011 and annually each year thereafter.

Where uniforms are provided nurses will be given six (6) items of uniform (*pro rata*) with community and out-reach nurses to receive an additional item of a warm windproof jacket. Outdoor weather protective clothing will also be provided at the discretion of the manager. Replacement of uniform items will be through normal 'wear and tear'.

- 5.4.6 **Lead Apron Allowance** – of \$2 per hour (or part thereof) will be introduced for the time a nurse is required to wear a lead apron.
- 5.4.7 **Rural and Remote Working** – the current rural and remote settings allowance structure has been reformed – see Schedule 5 – Rural and Remote Conditions Package.
- 5.4.8 **Professional Development** – every nurse is required to continue their professional development to maintain their professional registration. The parties will develop a professional development policy to recognise the continuing professional development needs of nurses and make available a nominal sum of \$150 per year, (*pro rata*) per nurse from the FFPP on or after 1 May of each year of the Agreement.
- 5.4.9 **Post-graduate / Enrolled Nurse Qualification Allowance** – will be extended to Enrolled Nurses for Advanced Diploma (4%) or a recognised specialist qualification in a relevant area of practice (2%). Nurse Practitioners (Grade 8) are not entitled to a post-graduate allowance.
- 5.4.10 **Preceptor Allowance** – will be paid to nurses in Grades 2, and 3 who are required to undertake preceptor roles.
- 5.4.11 **In-charge of Shift Allowance** – will be paid to Grade 3 nurses.

The in-Charge of Shift Allowance currently paid to Level 2 nurses (when in charge of another Level 2 nurse) will be 'grandfathered' upon translation to Grade 4. It will continue to be paid for the life of the Agreement.

Furthermore, if a Grade 4 nurse is the only Grade 4 on the shift and In Charge of the shift, the In-charge allowance will be paid. This will apply for the life of the Agreement.

- 5.4.12 **Sabbatical** – a program will be established that will provide up to eight (8) sabbatical packages (\$30,000) (exclusive of up to 12 weeks' paid leave) annually for nurses in Grades 8 and 9 who have completed five (5) years of continuous service in Grades 8 and/or 9. Two (2) will be available in 10/11, five (5) in 2011/12 and eight (8) in 2012/13 and thereafter. The parties will develop a Sabbatical Leave Policy. Applications for sabbaticals will be determined on merit.



5.4.13 **Private Plated Cars** – Executive Directors of Nursing (and equivalent) will be entitled to a private plated car and a petrol card. It is envisaged that this entitlement will only apply to six (6) positions.

5.4.14 **Non-wage Related Allowances** - included in the previous *Nurses (Tasmanian Public Sector) Agreement 2007* will be increased in accordance with movements in allowances prescribed by the Tasmanian Industrial Commission's Minimum Wage Decision.

5.4.15 **On-Call / Call-Back and Close-Call / Standby** – the parties have agreed to rename On-call and Call-Back to 'On-call' and Close-Call / Standby to 'Standby'.

A nurse rostered on-call may be required to provide a telephone service from home. If called, the nurse shall be paid time-for-time at the relevant hourly rate rounded to the nearest hour.

5.5 Leave Management

5.5.1 **Annual Leave** – may be taken as single days or any combination of days in accordance with the needs of the service and the Leave Management Policy. Leave loading will be paid on each day of annual leave taken.

5.5.2 **Reduction of Excess Leave** - a one off option will be provided for nurses to convert leave in excess of 4 weeks to cash in the first year of the Agreement. Leave loading will be paid, where appropriate.

5.5.3 **Conversion of Annual Leave** – nurses are required to take a minimum of four (4) weeks leave each year as mutually agreed. Nurses are entitled to 'buy' an additional week's leave at ordinary time rate as per the State Service Accumulated Leave Scheme (SSALS).

5.5.4 **Annual Leave for Shift Workers** – shift workers will be required to work twenty (20) weekend shifts in any combination rather than ten (10) Saturday and ten (10) Sunday shifts (*pro rata*) in order to accrue the additional five (5) days annual leave.

5.6 Community Work Value Issues

5.6.1 **Community Mental Health Multi-disciplinary Allowance** – the parties have agreed that nurses in a community settings 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 allowance will cease immediately upon joint agreement and classification of nursing roles referred to in this position.

6. OTHER AMENDMENTS

6.1 Award Deletions

- Howard Hill Rosters
- X ray Allowance
- Drivers Licence Allowance
- Burnie and Mersey operating theatre roster

7. FUTURE UNION / MANAGEMENT COLLABORATION

7.1 Implementation

7.1.1 **Joint Oversight** - the parties have agreed to continue to work in collaboration to oversee the proper implementation of this Agreement. This will include regular meetings at state-wide level to ensure that implementation of the Agreement is applied consistently across all Operating Units, and at local level to ensure that the local benefits in terms of improvements for nurses and patient care are achieved.

7.1.2 **Workplace Safety and Well-being** – the parties have committed to work in collaboration to foster a culture which supports:

- Zero Tolerance to Violence
- Ageing Workforce
- Safe Access to and from work
- Workplace Health and Well-being
- Elimination of Bullying and Harassment behavior

Safety and Security for nurses working in community including in solo positions. This will include establishing a joint Safety and Well-being Committee to develop and implement effective strategies and policies over the next 12 months.

7.1.3 **Delivering the Savings** – the parties to this Agreement commit to working in collaboration to ensure that savings are realised in a timely fashion. This will include clarity and agreement on the phasing in (if appropriate) of the changes being implemented. It will also include regular monitoring and review by the parties and supporting agreed corrective strategies and actions. DHHS management will implement the corrective strategies and actions to ensure that any shortfall in savings is appropriately dealt with. This is consistent with the expectations and intent of the partnership model being developed.



8. SCHEDULES TO THIS AGREEMENT

Schedule 1 – Tasmanian Nursing and Midwifery Career Structure 2010

Schedule 2 – Career Structure – Wage Structure

Schedule 3 – Career Structure - Implementation Process

Schedule 4 – Assistants in Nursing

Schedule 5 – Wage Related Allowances

Schedule 6 – Rural and Remote Professional Development Package

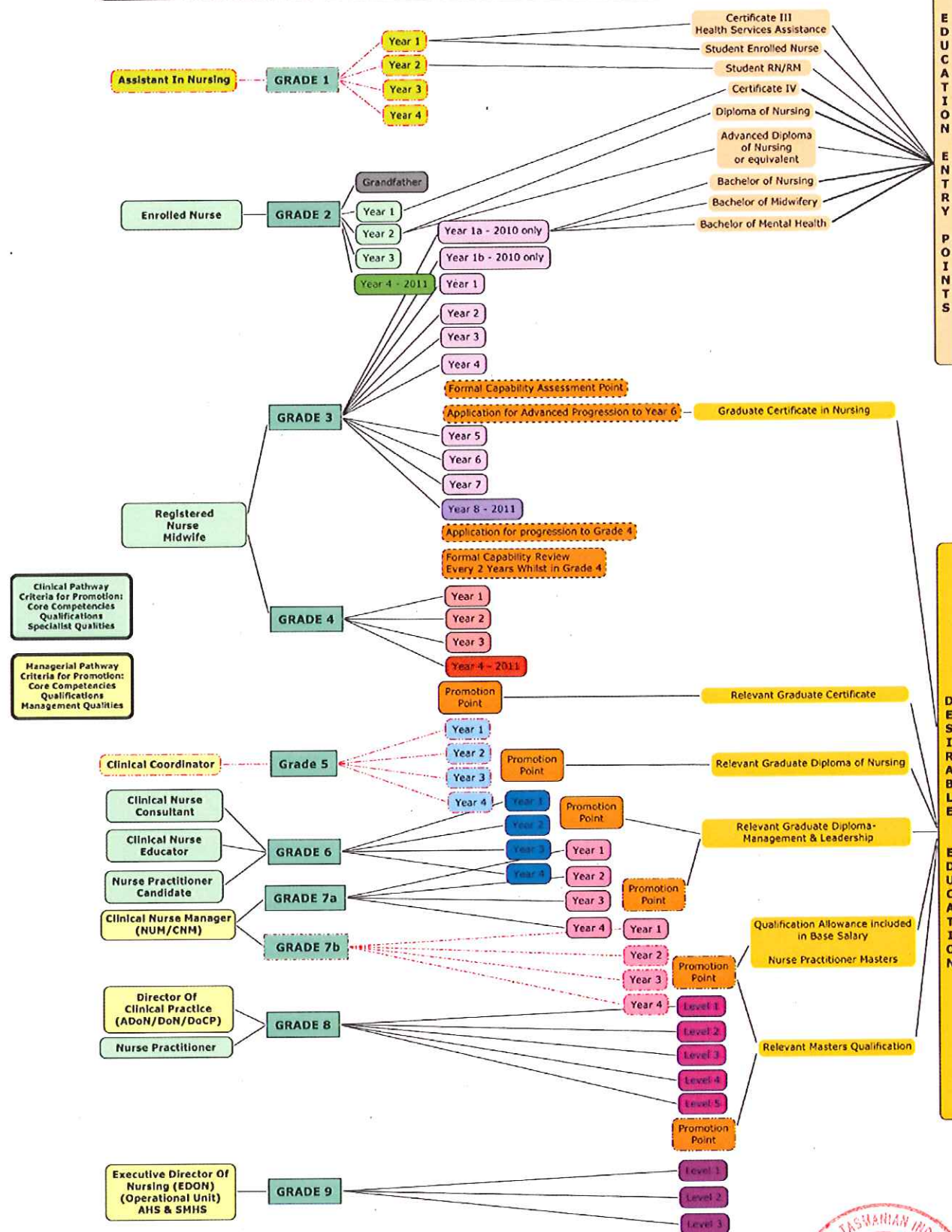


Tasmanian Nursing & Midwifery Career Structure 2010

EDUCATION ENTRY POINTS

DESIRABLE EDUCATION

EDUCATION



Schedule Career structure – Wage Structure

Point	Grading		Salary			
			Current	FFPPOOA 1-Dec-10	FFPPOOA 1-Dec-11	FFPPOOA 1-Dec-12
				3.50%	2.75%	3.00%
1	G1 Y1		42151	43,626	44,826	46,171
2	G1 Y2		43539	45,063	46,302	47,691
3	G1 Y3		44927	46,499	47,778	49,211
4	G1 Y4		46315	47,936	49,254	50,732
5a		G2 YG	46,298	47,918	49,236	50,713
5		G2 Y1	47,703	49,373	50,731	52,253
6	G3 Y1a	G2 Y2	49,044	50,761	52,157	53,722
7	G3 Y1b	G2 Y3	50,454	52,220	53,656	55,266
8		G2 Y4 2011			54,527	56,163
8	G3 Y1		51,273	53,068	54,527	56,163
9	G3 Y2		53,533	55,407	56,931	58,639
10	G3 Y3		55,796	57,749	59,337	61,117
11	G3 Y4		58,055	60,087	61,739	63,591
12	G3 Y5		60,318	62,429	64,146	66,070
13	G3 Y6		62,576	64,766	66,547	68,543
14	G3 Y7		64,842	67,111	68,957	71,026
15	G3 Y8 2011				69,758	71,851
16	G4 Y1		66,348	68,670	70,558	72,675
17	G4 Y2		67,855	70,230	72,161	74,326
18	G4 Y3		69,363	71,791	73,765	75,978
19	G4 Y4 2011				74,620	76,859
20	G5 Y1		71,265	73,759	75,787	78,061
21	G5 Y2		72,379	74,912	76,972	79,281
22	G5 Y3		73,884	76,470	78,573	80,930
23	G5 Y4	G6 Y1	74,577	77,187	79,310	81,689
24		G6 Y2	76,226	78,894	81,064	83,496
25	G7a Y1	G6 Y3	77,975	80,704	82,923	85,411
26	G7a Y2	G6 Y4	79,725	82,515	84,784	87,328
27	G7a Y3		81,611	84,467	86,790	89,394
28	G7a Y4	G7b Y1	83,496	86,418	88,794	91,458
29		G7b Y2	85,246	88,230	90,656	93,376
30		G7b Y3	86,319	89,340	91,797	94,551
31	G8 L1	G7b Y4	87,392	90,451	92,938	95,726
32	G8 L2		90,719	93,894	96,476	99,370
33	G8 L3		95,119	98,448	101,155	104,190
34	G8 L4		99,510	102,993	105,825	109,000
35	G8 L5		107,048	110,795	113,842	117,257
36		G9 L1	120,235	124,443	127,865	131,701
37		G9 L2	126,829	131,268	134,878	138,924
38		G9 L3	133,424	138,094	141,892	146,149

PLEASE NOTE:

5a will be grandfathered

6 is a salary point for G3 nurses in 2010 only – they will continue for G2 nurses

7 is a salary point for G3 nurses in 2010 and 2011 - they will continue for G2 nurses

8, 15 & 19 are new incremental points which will come into effect from 1 December 2011

(Payable on next normal anniversary / incremental date or immediately if already completed 12 months since previous increment. In this case, the incremental date will change to 1 December).

G5, G6, G7, G8 & G9 are subject to finalisation of classification standards and review of work value during the first 12 months of the Agreement



TRANSLATION

For those employees who have been at the maximum salary point of their former classification level as at 1 December 2011 for 12 months or more, access to the additional maximum salary point of the new classification grade occurs at 1 December 2011.

For employees who are not at the maximum salary point of their previous classification level or who have been at the maximum salary increment for less than 12 months at 1 December 2011, access to their next salary progression point in the new classification grades will occur on the anniversary date of their appointment or promotion to their previous classification level after these dates.

Current Enrolled Nurse (Level 2 Year 2)

		Wage Point	Grade	Salary
	Current	7	G2 Y3	50,454
FFPP 1/12/2010	Increase 3.5%	7	G2 Y3	52,220
FFPP 1/12/2011	Increase 2.75%	7	G2 Y3	53,656
	Anniversary/ increment	8	G2 Y4	54,527
FFPP 1/12/2012	Increase 3.0%	8	G2 Y4	56,163

New Registered Nurses who commenced from January 2010

		Wage Point	Grade	Salary
	Current	6	G3 Y1a	49,044
FFPP 1/12/2010	Increase 3.5%	6		50,761
	Anniversary/ increment	7	G3Y1b	52,220
FFPP 1/12/2011	Increase 2.75%	7		53,656
	Anniversary/ increment	9	G3 Y2	56,931
FFPP 1/12/2012	Increase 3.0%	9		58,639
	Anniversary/ increment	10	G3Y3	61,117

New Registered Nurses commencing from January 2011

		Wage Point	Grade	Salary
FFPP 1/12/2010	Starting Salary	6	G3 Y1a	50,761
FFPP 1/12/2011	Increase 2.75%	6		52,157
	Anniversary/ increment	8	G3Y1	54,527
FFPP 1/12/2012	Increase 3.0%	8		56,163
	Anniversary/ increment	9	G3 Y2	58,639

New Registered Nurses commencing from January 2012

		Wage Point	Grade	Salary
FFPP 1/12/2011	Starting Salary	7	G3Y1b	53,656
FFPP 1/12/2012	Increase 3.0%	7		55,266
	Anniversary/ increment	8	G3 Y1	56,163



Current Registered Nurse (Level 1 Year 8)

		Wage Point	Grade	Salary
	Current	14	G3 Y7	64,842
FFPP 1/12/2010	Increase 3.5%	14	G3 Y7	67,111
FFPP 1/12/2011	Increase 2.75%	14	G3 Y7	68,957
	Anniversary/ increment	15	G3 Y8	69,758
FFPP 1/12/2012	Increase 3.0%	15	G3 Y8	71,851

Current Registered Nurse (Level 2 Year 4)

		Wage Point	Grade	Salary
	Current	18	G4 Y3	69,363
FFPP 1/12/2010	Increase 3.5%	18	G4 Y3	71,791
FFPP 1/12/2011	Increase 2.75%	18	G4 Y3	73,765
	Anniversary/ increment	19	G3 Y4	74,620
FFPP 1/12/2012	Increase 3.0%	19	G3 Y4	76,859



CAREER STRUCTURE – IMPLEMENTATION PROCESS

1. Schedule 2 outlines the new Nurses and Midwives Career Structure with the associated grades and salary points.
2. Translation of nurses employed in the current Nurses and Midwives Career Structure under the current classification standards will be subject to no disadvantage.
3. Nurses will translate wage point to wage point to the new pay structure. Increments will advance within the relevant grade from 1 December 2010.
4. Nurses will translate to the relevant grade and current positions will not be declared vacant and re-advertised (i.e. no spill and fill).
5. It is recognised that some Statements of Duties are out-of-date and may need to be rewritten to reflect current responsibilities and roles.
6. Following translation nurses may request a review of their new classification during the first six (6) months of the Agreement.

Assistant in Nursing (Grade 1)

1. Schedule 4 details the conditions for the trial of the introduction of Assistants in Nursing (AINs).
2. AINs with a Certificate III HLT32507 Certificate in Health Services Assistance (acute care) and student enrolled nurses will commence at Grade 1, Year 1.
3. Undergraduate student nurses who have completed their second year practicum may be appointed as an AIN and will commence at Grade 1, Year 2.
4. Once the trial is completed and if the evaluation demonstrates that AINs will be introduced, the salary conditions outlined above will be retained.

Enrolled Nurse (Grade 2)

1. Enrolled Nurses who are not 'medication endorsed' and who are currently employed as an EN Level 1-3 will be 'grandfathered' in that position and translated across to wage point 5a. They will remain on that point and continue to receive salary indexation. Progression to additional salary points are only possible through upgrading to 'medication endorsement'.
2. The introduction of wage point 8 for Grade 2 nurses will be effective from the FFPP on or after 1 December 2011.
3. An additional qualification allowance of 4% will be paid to those Enrolled Nurses who have gained an Advanced Diploma relevant to the area they are working in and employed as such. This allowance will be introduced from 1 December 2010.
4. An Enrolled Nurse who has completed a 'Re-entry to Practice' program and is successfully appointed to a Grade 2 position will enter the scale at a point that recognises relevant previous experience / increment.
5. The entry point for new Enrolled Nurses will be:



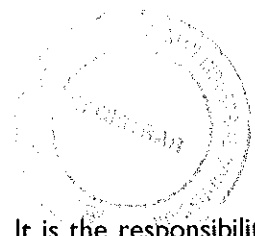


- Certificate IV - point 5
- Diploma in Nursing - point 6.

6. Enrolled Nurses (except non medication endorsed) will continue through increments to Grade 2 Year Four (point 8).

Grade 3

1. From 1 December 2010 (FFPP), new graduates with a Bachelor of Nursing, Direct Entry Bachelor of Midwifery or Bachelor of Mental Health will commence at point 6. On completion of the first year of service, graduates will progress to wage point 7. Wage point 6 will be phased out in 2011 and wage point 7 will be phased out 2012.
2. From 1 December 2012 (FFPP), new graduates will commence at wage point 8 (Grade 3 year 1).
3. All Grade 3 nurses will have a Formal Capability Assessment prior to the completion of Grade 3 Year 4 to determine advancement through to Year 5. Nurse Unit Managers are required to ensure that applications for Progression are completed within 28 days of receipt. If the application is not completed within 28 days the applicant will automatically progress. In the event that a nurse does not meet the criteria to progress, a supported program of up to six (6) months will be provided and re-assessment will be undertaken nearing completion of the program to enable progression in a timely manner. On successful completion of the program the nurse will progress through to Year 5 on the date of notification of successful completion. If the program is not successfully completed by the nurse s/he will remain on Grade 3 year 4. If the Nurse Unit Manager fails to undertake the reassessment within the agreed reassessment period the nurse will automatically progress to year 5.
4. Advanced Progression is available for Grade 3 nurses from year 4 to year 6. It is the responsibility of the individual nurse to apply for personal progression from Grade 3 (year 4 to year 6). They will need to demonstrate that they are meeting the required criteria that are specified in the Agreement. Assessment shall be through a process which includes peer review.
5. The application review and appeal process for Advanced Progression will be detailed in the Agreement. On successful application the progression to Grade 3, Year 6 will commence from FFPP following notification. Nurse Unit Managers are required to ensure that applications for Advanced Progression are completed within 28 days of receipt. If the application is not completed within 28 days, or if completed and unsuccessful, the applicant will have the right of appeal to the Executive Director of Nursing giving reasons for the appeal. If the appeal is successful progression to year 6 will be backdated to FFPP 28 days after the original application. All nurses shall be provided with a written outcome of all decisions.
6. Grade 3 will provide an entry point for nurses who wish to undertake a career pathway within the Community Sector. It is envisaged that a limited number of placements will be available to enable novice community nurses to work with experienced nurses in a team environment. The parties have agreed to undertake a review of all entry points / career pathways for nurses working in community settings. This review shall be completed by the end of February 2011.
7. A registered nurse, who has completed the 'Re-entry to Practice' program and is successfully appointed to a Grade 3 position, will enter the scale at a wage point that recognises previous relevant experience up to Grade 3 year 4.



Grade 4

1. Entry to Grade 4 is through an application to progress. It is the responsibility of the individual nurse to apply to progress to Grade 4. They must be able to demonstrate the appropriate criteria to progress as outlined in the Agreement.
2. Progression to Grade 4 is voluntary and based on the applicant's ability to demonstrate that they meet the established criteria and the fulfillment of this advanced role.
3. Application to Grade 4 may be made following completion of Grade 3 year 7 (in 2010) or Grade 3 year 8 from 1 December 2011. Nurse Unit Managers are required to ensure that all applications for progression to Grade 4 are completed within 28 days of receipt. If the application is not completed within 28 days, or if completed and is unsuccessful, the applicant will have the right of appeal by writing to the Executive Director of Nursing giving reasons for the appeal. If the appeal is successful progression to Grade 4 will be backdated to FFPP 28 days after the original application. All nurses shall be provided with a written outcome of all decisions.
4. Nurses who progress to Grade 4 are subject to mandatory Formal Capability Reviews after two (2) years and every two (2) years thereafter in accordance with the Agreement.

Grade 5

1. Grade 5 is a new position and as such will require a Statement of Duties that reflects the new role. New positions will be advertised at the discretion of the Operating Unit commencing in 2011.
2. Grade 5 and above will be subject to a work value review in accordance with the Agreement.

Grade 6

1. Current L3 positions with titles such as, but not limited to, 'Nurse Manager', 'Project Manager', 'Research Nurse', 'Safety and Quality Nurse', 'Immunisation Nurse', 'Infection Control Nurse', 'Clinical Nurse Consultant and Clinical Nurse Educator will be translated wage point to wage point.

Grade 7

1. To reflect the level of responsibility and accountability of different Nurse Unit Manager (NUM) roles, Grade 7 will be divided into Grade 7a and Grade 7b.
2. In the interim, all NUMs will translate wage point to wage point in Grade 7a and will progress as per incremental points.
3. A classification review will be undertaken against specific criteria which will be clearly determined in the Agreement. The criteria will delineate the roles between Grade 7a and Grade 7b.
4. The Executive Directors of Nursing will, within three (3) months of registration of the full Agreement determine the appropriate classification for NUM positions. No nurse will be disadvantaged if an increment falls during the interim period. Individual NUMs will have a right of appeal to their Chief Executive Officer.

Grade 8

1. To reflect the level of responsibility and accountability associated with positions in Grade 8, Levels 1 to 5 have been created with associated classification criteria. Nurses in

positions that are currently at Director of Nursing, Assistant Director of Nursing or equivalent will be translated at their existing wage point.

2. Nurse Practitioners will have a direct entry point at Grade 8 Level 3.

Grade 9

1. To reflect the level of responsibility and accountability of the role Executive Directors of Nursing (or equivalent) will translate to Grade 9.



ASSISTANTS IN NURSING

Conditions of the introduction of Assistant in Nursing (AIN) / Midwifery (AIM) within DHHS to be included in the Nurses and Midwives EBA 2010

1. A minimum of two (2) trials in each of the 4 main hospitals, shall be undertaken for a six (6) month period commencing April 2011:
 - a. Second year undergraduates / Student Enrolled Nurses as AIN;
 - b. AINs with relevant Certificate III [Health Services Assistance (Acute Care)].
2. Trials will run for a six (6) month period, commencing in April 2011 and participants will be employed on a nine (9) month fixed term contract, as per schedule for Tasmanian Nursing and Midwifery Career Structure 2010 – Certificate III / Student EN commence at grade 1 year 1 and undergraduate at grade 1 year 2.
3. Agreement to pilot ward / unit trial, final Terms of Reference including evaluation to be agreed by the parties.
4. Trials shall be implemented where deemed clinically appropriate as determined by the Nurse Unit Manager in consultation with nursing staff and the Director of Nursing.
5. The trial will be implemented concurrent with re-benchmarking of the unit/area to ensure AINs are employed in any identified additional / new positions and not replacing any current nursing positions.
6. AIN hours shall be weighted. NUM in consultation with nursing staff and the DON, will determine the weighting of each hour worked by an AIN which will be counted as 0.25 - 0.5 per hour as direct hours in the NHPPD, i.e. 0.25 weighting is 2 hours direct / 6 hours indirect hours across the clinical area.
7. AINs to be employed in a variety of shift lengths from 4-8 hours (morning and afternoon – 7 days) as determined by NUM to meet workload requirements. They will not normally be required to overlap at change of shifts.
8. Statement of Duties for the AIN role are to be drafted in consultation with ANF.
9. Increments of the AIN classification shall be included in the Nurse's Career structure and pay scale will have relativity to other nursing positions.
10. All current support staff positions (ward clerks, hospital aides, orderlies etc) to remain as differing roles / specialisation required.
11. AINs are to work at all times under the supervision of a registered nurse / midwife and may be overseen by Enrolled Nurses within the nursing team.
12. Patient outcomes and required skill mix to be the priority.
13. Review process to be built in and transparent reporting of introduction as per WMC reporting.



Wage Related Allowances

ALLOWANCES

Uniform

New level of allowance agreed to for life of agreement.

Preceptor

Increased by 9% to \$2.18 per hour to be varied by percentage increase in minimum wage case – TIC.

Post Graduate and Advanced Diploma

Percentage of salary – no change.

Addition Enrolled Nurse Allowance for Advanced Diploma.

(Or) Allowance for recognised specialist qualification in a relevant area of practice.

In Charge of Shift

Increased by 9% to \$16.35 per hour to be varied by percentage increase in minimum wage case – TIC.

Correctional and Forensic Health Services

Percentage of salary (6.5%) – no change.

Location Allowances

To be derived from the H&HSA. H&HSA Clause includes:

- (a) **District Allowance**
Subject to review as whole of Government.
Allowance to increase subject to existing provisos.
- (b) **Air Fares from Bass Strait Islands**
No change.
- (c) **District Allowance – Part-Time Employees**

Rural & Remote

Percentage of salary – no change in calculation.

Some percentage figures have altered as a result of replacement agreement.

Availability and Recall

Provision will be re-written.

Allowances increased by 9% to \$3.82, \$30.56, \$4.91 & \$39.24 respectively.

To be varied by percentage increase in minimum wage case – TIC.

Travel Allowances

To be derived from the H&HSA. H&HSA Clause includes:

- (a) **Travelling.**
- (b) **Private Vehicle Use .**

Lead Apron

New, \$2.00 per hour, to be varied by percentage increase in minimum wage case – TIC.

Meal Allowances

- (a) **Meals on Duty.**
- (b) **Meal Allowance – Day Travel.**
- (c) **Meal Allowance – Overtime.**
- (d) **Meal Allowance – Rates.**

No change.

Provision of employee accommodation



New wording to replace salary deduction and meals allowance scenarios.

Extra Duties

Allowance based on relevant salary – no change.

Higher Duties

Allowance based on relevant salary – no change.

Registered Nurse - Community Health, Family and Child Health

Award allowance of \$1302.80 per annum paid at discretion of employer (never paid). Salaries are to be derived from the EA.



RURAL AND REMOTE PROFESSIONAL DEVELOPMENT PACKAGE

The agreement will provide for a revised package of conditions to improve attraction and the retention of nurses to rural and remote work locations. The rural and remote allowance is only payable to nurses for the period when they are working in rural and remote sites. This schedule is to be read in conjunction with the Rural and Remote briefing paper.

REMOTE SITES:

- Remote sites are defined as Queenstown, Rosebery, Zeehan, Strahan, King Island, Flinders Island and Cape Barren Island.
- A remote staffing incentive package will be introduced comprising:
 - A professional development package of \$3,000 per annum;
 - A one off Enrolled Nurse (Grade 2) development program to gain medication endorsement;
 - Improved accommodation arrangements;
 - A remote area allowance of 10% of base salary.

RURAL SITES

- Rural sites will comprise (Swansea, Triabunna, Scottsdale, Southern Midlands, Beaconsfield, Campbelltown, Deloraine, Esperance, Georgetown, Smithton, St Helens and St Marys) being those currently in receipt of the 4% allowance.
- The Ouse area will be classified as 'rural' and be eligible for allowance at 4%. Nurses currently in receipt of the 6% will be grandfathered for the life of the Agreement.
- Nurses located on Bruny Island will continue to receive an allowance of 6% for the duration of the agreement but the site will be classified with the rural group.
- Locations currently attracting a 2% allowance will cease to be classified as rural for the purpose of the allowance. These sites are Huon, Longford, Westbury, Ulverstone, Wynyard, New Norfolk and Hayes Prison Farm. Payment of the 2% allowance will continue for the life of this agreement for existing staff. New staff in these sites will not be eligible for a rural allowance.

CLINICAL DEVELOPMENT NETWORK

- An Area Health Service Clinical Development Network will be established progressively over the life of the agreement with an increase of 6.4 FTE CNE to support programs in rural and remote sites.

RURAL AND REMOTE GRADUATE INCENTIVE PROGRAM

- A rural and remote graduate incentive program will be established to allow new graduates to gain experience in the rural and remote health settings. This will include ten (10 weeks) induction and four (4) weeks in an acute clinical unit and four (4) weeks in an emergency care setting – working in addition to normal staffing within the unit.
- It is planned that 9 FTE positions within the program will be made available in Year 1 utilising existing vacancies in rural and remote site.
- The parties agree that the program is designed to reduce the cost of agency nursing and will generate savings to ensure sustainability of the program.

REMOTE AND RURAL RECRUITMENT

- The parties agree that there will be development of improved recruitment strategies to support rural and remote sites.

