

*Industrial Relations Act 1984*  
s 55 Industrial Agreement

# NURSES AND MIDWIVES (TASMANIAN STATE SERVICE) AGREEMENT 2016

Between the

Minister administering the *State Service Act 2000*

and the

Australian Nursing and Midwifery Federation (Tasmanian Branch)

Health Services Union, Tasmania Branch



## 1. TITLE

This Agreement shall be known as the **Nurses and Midwives (Tasmanian State Service) Agreement 2016**.

## 2. ARRANGEMENT

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### 3. PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000*, the Australian Nursing and Midwifery Federation (Tasmanian Branch), and the Health Services Union, Tasmania Branch.

### 4. APPLICATION

This Agreement is made in respect of employees covered by the Nurses and Midwives (Tasmanian State Service) Award.

### 5. RELATIONSHIP TO AWARDS AND AGREEMENTS

Where an inconsistency occurs between this Agreement and the Nurses and Midwives (Tasmanian State Service) Award and/or an Agreement registered pursuant to the *Industrial Relations Act 1984* (Tas), covering these employees, this Agreement shall prevail to the extent of the inconsistency.

### 6. DATE AND PERIOD OF OPERATION

- (i) This Agreement has effect from the date of registration and will remain in force until 30 June 2018.
- (ii) The parties agree to commence negotiations for a replacement Agreement on or before 31 March 2018.

### 7. SALARY INCREASES

Salaries will increase as follows:

- (i) 2 per cent per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 December 2016.
- (ii) 2 per cent per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 December 2017.

Schedule 1 of this agreement sets out the annual rates of pay effective ffppcooa 1 December 2016 and ffppcooa 1 December 2017 for employees covered by the Nurses and Midwives (Tasmanian State Service) Award.

### 8. IN CHARGE ALLOWANCE

- (a) Registered Nurse Grade 3

A Registered Nurse Grade 3 who is directed or required to take charge of a clinical or management unit for more than half a shift is to be paid an allowance of \$23.20 for each shift worked.

- (b) Registered Nurse Grade 4



- (i) A Registered Nurse Grade 4 who is required to be in charge of another Registered Nurse Grade 4 in a clinical or management unit for more than half a shift is to be paid an allowance of \$15.47 for each shift worked.
- (ii) A Registered Nurse Grade 4 who is the only Registered Nurse Grade 4 rostered on a shift and who is directed and required to be in charge of a clinical or management unit for more than half a shift is to be paid an allowance of \$23.20 for each shift worked.

## 9. NOVATED LEASE

- (i) Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (ii) All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.
- (iii) All fringe benefits tax, other tax liabilities, and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.
- (iv) The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.
- (v) Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty payments are based on the salary that would have been payable had the salary sacrifice agreement not existed.
- (vi) An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.

## 10. LACTATION BREAKS AND FACILITIES

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

## 11. PROFESSIONAL DEVELOPMENT ALLOWANCE

A Professional Development Allowance is to be paid on ffppcooa 1 May each year to employees in recognition of the necessity to maintain their nationally accredited registration through continuing professional development. The Professional Development Allowance is:







- (i) \$650 pa for employees working greater than 30.4 ordinary hours per fortnight averaged over a year; or
- (ii) \$325 pa for employees working up to 30.4 ordinary hours per fortnight averaged over a year.
- (iii) For casual employees the average ordinary hours worked over the previous 12 months will be used to calculate the allowance to be received in accordance with (i) and (ii) of this clause.

## 12. CASHING OUT OF EXCESS RECREATION LEAVE

An employee and employer may agree for the employee to cash out a particular amount of their accrued recreation leave subject to:

- (i) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than 152 hours (pro rata); and
- (ii) Cashing out of a particular amount of excess recreation leave must be by separate agreement in writing between the employer and the employee; and
- (iii) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave that is now forgone. This includes projected penalties or leave loading, which ever applies;
- (iv) The employee will have a leave plan in place prior to cashing out any recreation leave.

## 13. ACCESS TO GRADE 4

From the first full pay period to commence on or after registration of this Agreement, employees who are Registered Nurse Grade 3 Year 4 or beyond may apply for advancement to Registered Nurse Grade 4, subject to the Formal Capability Assessment process.

## 14. ON CALL ARRANGEMENTS

This clause is to be read in conjunction with the Award clause dealing with on-call (Part V, Clause 6 - Call Arrangements).

Nurses/midwives who are rostered on call but required to remain at work in excess of 1 hour overtime after the completion of their ordinary shift, will be entitled to a call back payment. That is the nurse will be entitled to:

- (a) Overtime payment of one hour; and after that hour
- (b) A call back payment of 4 hours; and if the call back period exceeds 4 hours;
- (c) Overtime payment until completion of the duty

Breaks under the Award apply from the finish of actual call back, except where call back is continuous with the commencement of the next shift as per Award entitlements.



The parties recognise the need to increase the pool of on call nurses and midwives in specialty areas and will work together to consider ways to achieve this.

A Working Group will report on good rostering practice and use of on call within 6 months - this will include not being on call following a normal rostered shift and in addition to current entitlements establishing a higher on call rate or allowance to apply to employees who are rostered on call in excess of 250 hours per annum.

## **15. ADJUSTMENT OF WORK RELATED ALLOWANCES**

Unless specified separately in this Agreement, all the monetary allowances in this Agreement will be automatically adjusted upward effective 1 July each year by the same percentage as the salary rate for Grade 3 Year 8 classification increases between 1 July in the preceding year and 30 June of that year.

## **16. MODERNISATION OF AWARD AND AGREEMENT**

The parties commit to reviewing the Award and Agreements to ensure they are current. The outcome will be one Award and one principal Agreement.

This review will take place within 6 months of registration of this agreement.

## **17. ACCESS TO RECREATION LEAVE FOR PART-TIME EMPLOYEES**

Part time employees may elect to apply for leave, up to the equivalent of full time hours, within the leave application period. For example an employee working 45.6 hours per fortnight will be able to make an application for leave at 76 hours per fortnight instead of 45.6 hours per fortnight.

## **18. STUDY ASSISTANCE**

It is noted that a policy governs access to study leave for employees who wish to pursue qualifications that are relevant to the workplace (including an upgrade from Enrolled Nurse to Registered Nurse). Employees can make application for study assistance in accordance with the policy.

Applications will not be unreasonably refused.

An employee who is aggrieved by a decision to not award study assistance (in accordance with the policy) is entitled to see a review of action under the *State Service Act 2000*.

## **19. ASSOCIATE NURSE UNIT MANAGERS (ANUMs)**

An Associate Nurse Unit Manager (ANUM) will be introduced on all wards/units for all shifts. The ANUM will replace the in charge nurse (or clinical coordinator) and the introduction of the ANUM will be "FTE neutral".

The ANUM is a key position and will be classified as Grade 5.



The parties will work collaboratively to develop the full classification descriptor within 1 month and register in Award/Agreement.

Move immediately after above (after 1 month) to commence to recruit and appoint ANUMs.

## 20. NHpPD AND RATIOS

It is recognised that while the NHpPD model provides flexibility to respond to changing patient acuity, it can be hard to understand and monitor on a daily basis.

There is a commitment to review the ratio model with NHpPD collaboratively with the unions through a Working Group to capture the advantages of the current NHpPD model with the ease and simplicity of a daily ratio model. This review will commence no later than one month after registration of the Agreement and be completed prior to 30 October 2017.

This is of significant importance to all parties given the need to match clinical services with safe staffing. Any agreement by the Working Group will require the agreement of the CEO. Agreed recommendations from the review will be made to the Governing Council through the CEO before 1 November 2017 and the agreed model will be implemented over the life of the Agreement.

In the meantime NHpPD will continue within the present Agreement. NHpPD business rules may need to be reviewed, dependant on the outcome of the agreed model.

## 21. CLASSIFICATION STRUCTURES

There will be a review of the classification standards for Grade 5 to clearly delineate the separate roles of Clinical Nurse Specialists, Clinical Co-ordinators and Associate Nurse Unit Managers. This review will be completed within one month of the registration of the Agreement.

During the first 6 months of the Agreement, the parties commit to review the role and career structure for Nurse Educators, Research Nurses and Advanced Enrolled Nurses, to meet the future needs of the Health System.

During the first 12 months of the Agreement, the parties commit to review the role and career structure for Primary Care Nurses to meet the future needs of the Health System.

The classification descriptors of Grades 7-9 will be reviewed by the parties to ensure they align with proposed changes to the clinical delivery model of the Tasmanian Health Service.

Classification Descriptors will be amended as necessary to support these reviews within the timeframes indicated and registered in Award/Agreement.

## 22. ENROLLED NURSES CAREER PROGRESSION AND UPGRADING

As of 1 December 2016 an Enrolled Nurse promoted/appointed to a Registered Nurse position will commence at the pay scale of a Registered Nurse Grade 3 Year 3.





### 23. COMMUNITY MENTAL HEALTH MULTIDISCIPLINARY ALLOWANCE (MDA)

The parties will review positions eligible to receive the MDA to ensure that they comply with 22.4 of the Nurses and Midwives Agreement 2014.

### 24. REMOTE PROVISIONS

The provisions for the islands (King and Flinders) will be reviewed with a commitment for reasonable costs and incentives to be included in the Award/Agreement. This will consider standard provisions in other awards and be completed by 27 February 2017.

A further review of conditions associated with the West Coast will occur within 6 months.

### 25. DISPUTE SETTLING PROCEDURE

In circumstances where discussions and negotiations between the parties fail to resolve a matter arising out of this Agreement a party may choose to refer that matter to the Tasmanian Industrial Commission for conciliation and/or arbitration.

### 26. NO EXTRA CLAIMS

With the exception below the parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.

The parties agree to renegotiate the Midwifery Group Practice (MGP) Agreement (but no agreement to percentage per annum increase) and subject to agreement being reached, to complete this process by 31 March 2017. The MGP Agreement will then be lodged with the Commission for registration.







## SIGNATORIES

SIGNED FOR AND ON BEHALF OF  
The Minister administering the *State Service Act 2000*

Signed: .....

Name: .....

Date: .....

*Frank Ogle*  
*Frank Ogle*  
*15.2.2017*

SIGNED FOR AND ON BEHALF OF  
Australian Nursing and Midwifery Federation (Tasmanian Branch)

Signed: .....

Name: .....

Date: .....

*Norou Ellis*

*NOROU ELLIS*

*17.2.2017*

SIGNED FOR AND ON BEHALF OF  
Health Services Union, Tasmania Branch

Signed: .....

Name: .....

Date: .....

*Tim Jacobson*  
*Tim Jacobson*

*17/2/17*





## Schedule I – Salaries

Point	Grading	Current	2% increase FFPPOOA 1 Dec 2016	2% increase FFPPOOA 1 Dec 2017
1	Grade 1 Year 1	48 997	49 977	50 977
2	Grade 1 Year 2	50 610	51 622	52 654
3	Grade 1 Year 3	52 223	53 267	54 332
4	Grade 1 Year 4	53 838	54 915	56 013
5a	Grade 2 Year G	53 817	54 893	55 991
5	Grade 2 Year 1	55 451	56 560	57 691
6	Grade 2 Year 2	57 010	58 150	59 313
7	Grade 2 Year 3	58 648	59 821	61 017
8	Grade 2 Year 4	59 600	60 792	62 008
8	Grade 3 Year 1	59 600	60 792	62 008
9	Grade 3 Year 2	62 228	63 473	64 742
10	Grade 3 Year 3	64 857	66 154	67 477
11	Grade 3 Year 4	67 483	68 833	70 210
12	Grade 3 Year 5	70 114	71 516	72 946
13	Grade 3 Year 6	72 739	74 194	75 678
14	Grade 3 Year 7	75 374	76 881	78 419
15	Grade 3 Year 8	76 249	77 774	79 329
16	Grade 4 Year 1	77 124	78 666	80 239
17	Grade 4 Year 2	78 876	80 454	82 063
18	Grade 4 Year 3	80 629	82 242	83 887
19	Grade 4 Year 4	81 563	83 194	84 858
20	Grade 5 Year 1	82 839	84 496	86 186
21	Grade 5 Year 2	84 134	85 817	87 533
22	Grade 5 Year 3	85 884	87 602	89 354
23	Grade 5 Year 4	86 689	88 423	90 191
24	Grade 6 Year 1	89 493	91 283	93 109
25	Grade 6 Year 2	91 545	93 376	95 244
26	Grade 6 Year 3	93 601	95 473	97 382
27	Grade 6 Year 4	94 204	96 088	98 010
	Grade 7a Year 0	95 530	97 441	99 390
28	Grade 7a Year 1	97 722	99 676	101 670
29	Grade 7a Year 2	99 912	101 910	103 948
30	Grade 7b Year 1	101 830	103 867	105 944
31	Grade 7b Year 2	103 748	105 823	107 939
32	Grade 7b Year 3	105 666	107 779	109 935
	Grade 8 Level 1	105 666	107 779	109 935
33	Grade 8 Level 2	108 478	110 648	112 861
34	Grade 8 Level 3	113 032	115 293	117 599
35	Grade 8 Level 4	117 581	119 933	122 332
36	Grade 8 Level 5	124 434	126 923	129 461

37	Grade 9 Level 1	139 762	142 557	145 408
38	Grade 9 Level 2	147 427	150 376	153 384
39	Grade 9 Level 3	155 095	158 197	161 361





