

**INDUSTRIAL RELATIONS ACT 1984**

**Part IV Section 55 Industrial Agreement**

**In the Tasmanian Industrial Commission**

**NURSES AND MIDWIVES [TASMANIAN STATE SERVICE] AGREEMENT 2014**

**Between**

**Minister administering the State Service Act 2000**

**And**

**Australian Nursing and Midwifery Federation, Tasmanian Branch**

**And**

**Health Services Union, Tasmania Branch**

# Nurses and Midwives [Tasmanian State Service] Agreement 2014

## 1. TITLE

This agreement is the *Nurses and Midwives [Tasmanian State Service] Agreement 2014*

## 2. OBJECT OF AGREEMENT

The object of this Agreement is to reflect the agreed outcomes during the negotiation of the 2014 nurses and midwives agreement.

## 3. ARRANGEMENT

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#### 4. PERSONS AND ORGANISATIONS BOUND BY THE AGREEMENT

- 4.1 This Agreement binds the:  
Minister administering the State Service Act 2000; and  
  
Australian Nursing and Midwifery Federation, Tasmanian Branch; and  
  
Health Services Union, Tasmania Branch

#### 5. DATE AND PERIOD OF OPERATION

- 5.1 This Agreement is made pursuant to the provisions of Part IV of the *Industrial Relations Act 1984* and is to take effect from 1 December 2014 and remain in force until 30 November 2016.

#### 6. APPLICATION

- 6.1 This Agreement applies to all employees employed pursuant to the provisions of the *State Service Act 2000* and who are engaged under the terms of the *Nurses and Midwives (Tasmanian State Service) Award* (the Award).

#### 7. RELATIONSHIP TO THE NURSES AND MIDWIVES (TASMANIAN STATE SERVICE) AWARD

- 7.1 Whilst this Agreement remains in force its provisions prevail over any provisions of the *Nurses and Midwives (Tasmanian State Service) Award* that relate to the same subject-matter.

## 8. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- 8.1 Grievances and disputes arising from the operation of this Agreement are to be dealt with in accordance with Part VIII – Consultation and Change: Workload Management: Grievance and Dispute Resolution, Clause 3 Grievance and Dispute Resolution of the *Nurses and Midwives (Tasmanian State Service) Award*.

## 9. NO EXTRA CLAIMS

- 9.1 Subject to the reserved item below, the parties to this Agreement are not to pursue any claims for additional conditions of employment including wages during the operation of this Agreement other than as prescribed in this Agreement.

### 9.2 Reserved item

The parties are committed to examining the specific issues relating to the interaction of the on-call and overtime provisions for theatre nurses in North West Regional Hospital Burnie.

- 9.3 The parties further agree to commence negotiations for a replacement Agreement prior to the expiry of the Agreement.

## 10. SALARY INCREASES AND REMOVAL OF OVERLAPPING PAY POINTS – APPENDIX A

- 10.1 The base salary rates in Appendix A are to be increased as follows:

- 2% from the first full pay period commencing on or after 1 December 2014; and
- 2% from the first full pay period commencing on or after 1 December 2015

- 10.2 The base salary rates schedule in Appendix A reflects the agreement of the parties to remove and compress the existing overlapping pay points at Grades 6, 7a, 7b and 8 that are to be implemented from the first full pay period commencing on or after 1 July 2015.

- 10.3 Employees who are currently at a pay point to be removed from FFPOA 1 July 2015 will progress to a specified salary point in accordance with Appendix A and the new anniversary date for the purposes of future incremental advancement will be 1 July.

## 11. SKILL MIX FOR ENROLLED AND REGISTERED NURSES

- 11.1 The parties agree as a principle to a staffing mix of 75% Registered Nurses to 25% Enrolled Nurses where clinically appropriate. The parties also agree such a mix is not appropriate in some areas, for example, Intensive Care Unit, Department of Emergency Management or Neurological Ward. For the purpose of obtaining a settlement in the 2007 Agreement negotiations the parties agree the percentage of enrolled nurses to registered nurses is not to exceed 25% in any ward.

## 12. PROGRESSION TO GRADE 4

- 12.1 From the first full pay period to commence on or after 1 July 2015, advancement to Grade 4 will be available from Year 6 in Grade 3 subject to a formal capability assessment.

### 13. GRADE 4 INDIRECT HOURS

13.1 Sufficient indirect hours will be rostered for Grade 4 nurses required to complete a clinical portfolio.

### 14. CLASSIFICATION REVIEW DISPUTES

14.1 The parties acknowledge the filing and/or continuation of dispute applications by employee organisations bound by this Agreement to the Tasmanian Industrial Commission arising out of the Nurses and Midwives Heads of Agreement 2010 Agreement (as varied).

### 15. WORK VALUE REVIEW

15.1 The proposed work value review of Classification Grades 6, 7, 8, & 9 as prescribed by Clause 5.2.12 of the Nurses and Midwives Heads of Agreement 2010 is to be completed in 2014/2015 and implemented in the financial year 2015/2016 subject to the following:

- The work value exercise will be undertaken by Mercer (or equivalent) and will be subject to the following:
- A joint principles document is to be drafted and agreed by the parties – an initial meeting of the parties is to be scheduled by SSMO to occur in January 2015 to finalise the document.
- Projected completion date of the work value reviews is to be 30 June 2015.
- In the event that the matter remains unresolved or a settlement of the work value review cannot be achieved the parties reserve the right to refer the finalisation of it to the Tasmanian Industrial Commission for arbitration.

### 16. DOUBLE SHIFTS

16.1 The parties recognise that double shifts should only be used when all other avenues are exhausted. The parties agree to establish a joint working party to develop agreed strategies by 1 July 2015 with the aim of reducing double shifts. Further the parties agree to review the employment opportunities of graduate nurses completing their transition to practice program.

To support this initiative the parties will continue to monitor the implementation of agreed strategies and report on the extent to which double shifts are used over the life of the Agreement with the aim of:

- Reducing associated costs
- Ensuring safe patient care
- Managing potential fatigue.

#### **16.2 Double shifts inclusive of night duty**

An employee who has worked their rostered shift and continues to work a further non rostered shift (ie double shift) which finishes with a night shift, is not to be required to commence if rostered for an early or afternoon shift on the same day as the night shift has ended.

Provided where an early or afternoon shift is rostered to commence on the same day as the one on which the night shift ended the employee is to be paid for the rostered shift as if it had been worked, i.e. at the employee's base salary rate together with any applicable allowances and shift penalty.

Provided further that in unforeseen emergency circumstances, where an employee is required to work an early or afternoon shift on the same day it will be paid at the appropriate overtime rate. The eight hour break specified in accordance with the provisions of Clause 4 – Minimum Rest Break after Overtime, Part V – Hours of Work and Overtime of the Award will also apply.

### 16.3 **Managing Fatigue**

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.

Further, any requirement for a nurse to work a 'double shift' must be treated as a serious clinical incident and recorded in Pro-Act.

## 17. RURAL AND REMOTE ALLOWANCE

17.1 Part IV – Allowances, Clause 16 - Remote and Rural Professional Development Allowance (R&R PD Allowance) of the Award is to apply in accordance with the following agreed terms:

Applications for part or all of the R&R PD Allowance must be made to the employer in advance of the relevant activity. The employer is to pay the costs of all approved R&R PD, including actual travel expenses and travel allowances as prescribed by the Award prior to the activity being undertaken.

The costs of the approved R&R PD will be paid by the employer at the time the application is approved up to the maximum amount prescribed by Clause 16 of the Award.

## 18. CASUAL LOADING

18.1 The casual loading shall increase to 24% from the first full pay period to commence on or after 1/7/2015.

## 19. PART-TIME EMPLOYEES – 20% LOADED RATE

19.1 The permanent part-time employee provisions in Part II, Clause 1 of the Award shall continue to apply.

**PROVIDED THAT** the option of being paid the 20% loaded rate in accordance with Part II Clause 1 (iii) of the Award for a part time employee working less than 20 hours per week is not to be available to any new permanent employees employed after 1 December 2014 who will accrue paid leave entitlements and holidays with pay in accordance with Part II Clause 1 (i).

## 20. MANDATORY TRAINING

20.1 Mandatory training is to be undertaken in paid time at the ordinary rate.

## 21. WORKPLACE FLEXIBILITY AGREEMENT – MERSEY COMMUNITY HOSPITAL

21.1 It is the intention of the parties to develop a workplace flexibility agreement for nurses working in theatre at the Mersey Community Hospital regarding the specific issue concerning the interaction of on call, overtime and recall provisions for those theatre nurses to enable emergency theatre to continue. The development of the workplace flexibility agreement will consider but will not be limited to the following options:

- Overtime provisions
- Call arrangements (On call, recall and call back allowances and payments)
- Time off in lieu
- Rostering arrangements.

The parties agree that the workplace flexibility agreement will be finalised by 1 March 2015 and continue for the life of this Agreement. Claims related to this matter will not be pursued subject to the agreement being registered with the Commission.

## 22. PRESERVED CONDITIONS – NURSES AND MIDWIVES HEADS OF AGREEMENT 2010 (AS VARIED)

The parties have agreed to preserve the operation of the provisions of the Nurses and Midwives Heads of Agreement 2010 (as varied) prescribed as follows:

### **22.1 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 are working to introduce rosters that minimise shift overlap, where clinically appropriate on weekends and public holidays.

### **22.2 Private Plated Cars**

Executive Directors of Nursing (and equivalent) at classification level Grade 9 are entitled to a private plated motor vehicle in accordance with Government policy as amended from time to time.

### **22.3 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).

### **22.4 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.

#### **22.5 Clinical Development Network**

An Area Health Service Clinical Development Network is being established progressively with an increase of 6.4 FTE CNE to support programs in rural and remote sites.

#### **22.6 Rural and Remote Graduate Incentive Program**

A rural and remote graduate incentive program is being established to allow new graduates to gain experience in the rural and remote health settings. This is to 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 initially utilising existing vacancies in rural and remote site.

The parties agree that the program is designed to reduce the cost of agency nursing and to generate savings ensuring sustainability of the program.

#### **22.7 Public Holidays**

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



23 SIGNATURES

MINISTER ADMINISTERING THE STATE SERVICE ACT 2000

.....  
*Boyer* 23/12/14

AUSTRALIAN NURSING AND MIDWIFERY FEDERATION, TASMANIAN BRANCH

.....  
*Neroli Ellis*

.....  
Neroli Ellis, Branch Secretary  
23 December 2014

~~HEALTH SERVICES UNION, TASMANIA BRANCH~~

.....



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



Industrial Relations Act 1984

NOTICE CONCURRING WITH INDUSTRIAL AGREEMENT – SECTION 57

The Registrar,  
Tasmanian Industrial Commission

Notice of concurrence by the Health Services Union, Tasmania Branch with the Nurses and Midwives (Tasmanian State Service) Agreement 2014.

Matter Number: T14277 of 2014 between the undermentioned parties who have specified their agreement to the applicant becoming a party to that agreement.

Name: Tim Jacobson

Position: State Secretary, Health Services Union, Tasmania Branch

Signature: 

Date: 6 January 2015

We, the original parties to the Nurses and Midwives (Tasmanian State Service) Agreement 2014 T14277 of 2014, agree to the applicant becoming a party to the agreement.

| Names and addresses of parties                                     | Signature and office or position of parties or agents  |
|--|--|
| Neroli Ellis Branch Secretary<br>ANMF Tasmania Branch              |          |
| Frank Pyle<br>Minister Administering the<br>State Service Act 2000 |  . SSSMO |

Date: 20.1.2015.

APPENDIX A – Base Salary Rates and Overlapping Pay Point Arrangements

**BASE SALARY RATES**

| Point | Grading |  | Salary  |                    |                    |
|-------|---------|--|---------|--------------------|--------------------|
|       | Current | Increments Renamed FFPPOOA I-Jul-2015* | Current | FFPPOOA I-Dec-2014 | FFPPOOA I-Dec-2015 |
|       |         |  |         | 2.0%               | 2.0%               |
| 1     | G1 Y1   | G1 Y1                                  | 47,094  | 48,036             | 48,997             |
| 2     | G1 Y2   | G1 Y2                                  | 48,645  | 49,618             | 50,610             |
| 3     | G1 Y3   | G1 Y3                                  | 50,195  | 51,199             | 52,223             |
| 4     | G1 Y4   | G1 Y4                                  | 51,747  | 52,782             | 53,838             |
|       |         |  |         |                    |                    |
| 5a    | G2 YG   | G2 YG                                  | 51,727  | 52,762             | 53,817             |
| 5     | G2 Y1   | G2 Y1                                  | 53,298  | 54,364             | 55,451             |
| 6     | G2 Y2   | G2 Y2                                  | 54,796  | 55,892             | 57,010             |
| 7     | G2 Y3   | G2 Y3                                  | 56,371  | 57,498             | 58,648             |
| 8     | G2 Y4   | G2 Y4                                  | 57,286  | 58,432             | 59,600             |
|       |         |  |         |                    |                    |
| 8     | G3 Y1   | G3 Y1                                  | 57,286  | 58,432             | 59,600             |
| 9     | G3 Y2   | G3 Y2                                  | 59,812  | 61,008             | 62,228             |
| 10    | G3 Y3   | G3 Y3                                  | 62,339  | 63,586             | 64,857             |
| 11    | G3 Y4   | G3 Y4                                  | 64,863  | 66,160             | 67,483             |
| 12    | G3 Y5   | G3 Y5                                  | 67,391  | 68,739             | 70,114             |
| 13    | G3 Y6   | G3 Y6                                  | 69,914  | 71,312             | 72,739             |
| 14    | G3 Y7   | G3 Y7                                  | 72,447  | 73,896             | 75,374             |
| 15    | G3 Y8   | G3 Y8                                  | 73,288  | 74,754             | 76,249             |
|       |         |  |         |                    |                    |
| 16    | G4 Y1   | G4 Y1                                  | 74,129  | 75,612             | 77,124             |
| 17    | G4 Y2   | G4 Y2                                  | 75,813  | 77,329             | 78,876             |
| 18    | G4 Y3   | G4 Y3                                  | 77,498  | 79,048             | 80,629             |
| 19    | G4 Y4   | G4 Y4                                  | 78,396  | 79,964             | 81,563             |
|       |         |  |         |                    |                    |
| 20    | G5 Y1   | G5 Y1                                  | 79,622  | 81,214             | 82,839             |
| 21    | G5 Y2   | G5 Y2                                  | 80,867  | 82,484             | 84,134             |
| 22    | G5 Y3   | G5 Y3                                  | 82,549  | 84,200             | 85,884             |
| 23    | G5 Y4   | G5 Y4                                  | 83,323  | 84,989             | 86,689             |
| 23    | G6 Y1   |  |         |                    |                    |
| 24    | G6 Y2   | G6 Y1                                  | 85,166  | 86,869             | 88,607             |
| 25    | G6 Y3   | G6 Y2                                  | 87,119  | 88,861             | 90,639             |
| 25    | G7a Y1  |  |         |                    |                    |
| 26    | G6 Y4   | G6 Y3                                  | 89,075  | 90,857             | 92,674             |
| 26    | G7a Y2  |  |         |                    |                    |
| 27    | G7a Y3  | G7a Y1                                 | 91,182  | 93,006             | 94,866             |
| 28    | G7a Y4  | G7a Y2                                 | 93,287  | 95,153             | 97,056             |
| 28    | G7b Y1  |  |         |                    |                    |
| 29    | G7b Y2  | G7b Y1                                 | 95,244  | 97,149             | 99,092             |
| 30    | G7b Y3  | G7b Y2                                 | 96,442  | 98,371             | 100,338            |
| 31    | G7b Y4  | G7b Y3                                 | 97,641  | 99,594             | 101,586            |
| 31    | G8 L1   |  |         |                    |                    |
| 32    | G8 L2   | G8 L2                                  | 101,357 | 103,384            | 105,452            |
| 33    | G8 L3   | G8 L3                                  | 106,274 | 108,399            | 110,567            |
| 34    | G8 L4   | G8 L4                                  | 111,180 | 113,404            | 115,672            |
| 35    | G8 L5   | G8 L5                                  | 119,602 | 121,994            | 124,434            |
|       |         |  |         |                    |                    |
| 36    | G9 L1   | G9 L1                                  | 134,335 | 137,022            | 139,762            |
| 37    | G9 L2   | G9 L2                                  | 141,702 | 144,536            | 147,427            |
| 38    | G9 L3   | G9 L3                                  | 149,072 | 152,053            | 155,095            |

## **Overlapping Pay Point Arrangements from 1 July 2015**

The following guidelines explain the removal of overlapping pay points (Clause 10(ii)). The changes only affect those employees currently sitting at the pay points being removed.

### **Grade 6**

Current G6 Y1 employees will move from point 23 to point 24. Date of effect becomes new anniversary date.

Current G6 Y2 employees – no change to wage point 24 but renamed to G6 Y1.

Current G6 Y3 employees – no change to wage point 25 but renamed to G6 Y2.

Current G6 Y4 employees – no change to wage point 26 but renamed to G6 Y3.

### **Grade 7a**

Current G7a Y1 employees will move from point 25 to point 27 Date of effect becomes new anniversary date. Normal incremental progression applies on anniversary date.

Current G7a Y2 employees will move from point 26 to point 27. Date of effect becomes new anniversary date. Normal incremental progression applies on anniversary date.

Current G7a Y3 No change to wage point 27 – but renamed to G7a Y1. Normal incremental progression applies on anniversary date.

Current G7a Y4 No change to wage point 28 – but renamed to G7a Y2.

### **Grade 7b**

Current G7b Y1 employees will move from point 28 to point 29. Date of effect becomes new anniversary date. Normal incremental progression applies on anniversary date.

Current G7b Y2 No change to wage point 29 – but renamed to G7b Y1. Normal incremental progression applies on anniversary date.

Current G7b Y3 No change to wage point 30 – but renamed to G7b Y2. Normal incremental progression applies on anniversary date.

Current G7b Y4 No change to wage point 31 – but renamed to G7b Y3.

**Grade 8\*\* (Note: No incremental progression at Grade 8).**

**Existing employees as at the date of registration of this Agreement classified at G8 L1 will grandfathered at point 31 for the life of the Agreement.**

Current G8 L2 employees no change to wage point 32.

Current G8 L3 employees no change to wage point 33.

Current G8 L4 employees no change to wage point 34.

Current G8 L5 employees no change to wage point 35.

**APPENDIX B – Criteria for Grade 8 Levels**

| Grade           | Rural Hospitals  | Statewide standalone specialist services – CHAPS. A&D, FMH   | T–O - Acute/Community/Rural Integrated Services  | Nursing Support Services  |
|-----------------|--|--|--|---|
| 8-2<br>1/7/2015 | <p>Responsible and accountable for the senior leadership and management of nursing and operational/support services in a rural in-patient facility, which may include community based health service. Has responsibility for <u>one or more</u>:</p> <ul style="list-style-type: none"> <li>a. Nursing and non-nursing FTE &lt;30; or</li> <li>b. Nursing and non-nursing FTE ≥30; and/or</li> <li>c. Budget &lt;3 million or ≥3 million; and/or</li> <li>d. Beds &lt;15</li> </ul>  | <p>Responsible and accountable for the senior leadership and management of nursing and non-nursing operational/support services for <u>more than one</u> specialist health service, with responsibility for &lt;50 FTE (nursing and non-nursing).</p>  | <p>Responsible and accountable for the senior leadership and management of nursing and operational/support services for a defined number of practice areas with responsibility for ≥20 and &lt;100 FTE (nursing and non-nursing).</p>  | <p>Responsible and accountable for the strategic management and coordination of multiple complex, nursing and/or midwifery, project or programs across a THO involving internal and external stakeholders. or Responsible and accountable for managing and coordinating a defined strategic statewide project or program.</p> |
| 8-3             | <p>Responsible and accountable for the senior leadership and management of nursing and operational/support services in a rural in-patient facility, which may include community based health services. Has responsibility for:</p> <ul style="list-style-type: none"> <li>1. <u>one or more</u>: <ul style="list-style-type: none"> <li>a. Nursing and non-nursing FTE ≥30; and/or</li> <li>b. Budget ≥3 million; and/or</li> <li>c. Beds ≥15</li> </ul> </li> <li>2. a Tier 1 facility and</li> <li>3. has responsibility for residential aged</li> </ul> | <p>Responsible and accountable for the senior leadership and management of nursing and non-nursing operational/support services for <u>more than one</u> specialist health service, with responsibility for ≥50 FTE (nursing and non-nursing).</p> <p><u>Clinical</u><br/>Nurse Practitioner-Community</p> | <p>Responsible and accountable for the senior leadership and management of nursing and operational/support services for a defined number of practice areas with responsibility for ≥100 and &lt;200 (nursing and non-nursing).</p> <p><u>Clinical</u><br/>Nurse Practitioner-Acute</p> | <p>Responsible for coordinating and managing a complex THO nurse education function involving internal and external stakeholders. or Responsible and accountable for managing and coordinating complex, major <u>statewide</u> projects or programs, involving internal and external stakeholders across health services.</p> |

|     |   |  |   |  |
|-----|---|--|---|--|
|     | care beds<br><br><u>Clinical</u><br>Nurse Practitioner –<br>Rural |  |   |  |
| 8-4 |   | Responsible and accountable for the senior leadership and operational management of a statewide specialist health service with responsibility for <100 FTE. (nursing and non-nursing). | Responsible and accountable for the senior leadership and management of nursing and operational/support services for a defined number of practice areas with responsibility for ≥200 FTE (nursing and non-nursing).   | Responsible and accountable for providing <u>statewide</u> senior leadership, strategic direction and high level professional advice in relation to the development of <u>defined areas of nursing practice</u> that have strategic, political and operational significance at a state and national level. |
| 8-5 |   | Responsible and accountable for the senior leadership and operational management of a statewide specialist health services with responsibility for ≥100 FTE (nursing and non-nursing). | Accountable and responsible which may include single point accountability for the overall senior leadership, strategic and operational management of the human, physical and financial resources for a defined number of clinical and associated support services within a health service with responsibility for <300 FTE (nursing and non-nursing). |  |



## **APPENDIX C – TRANSLATION, CLASSIFICATION TO THE NURSES AND MIDWIVES CAREER STRUCTURE AND REVIEW**

Employees covered by the Heads of Agreement translated to the new classification structure on wage point to wage point effective from 1 December 2010.

The processes outlined below will form the basis of translation to the new classification structure based on the Classification Standards which can be found at Schedule 7 of this Agreement. It is also agreed that employees will be provided with the opportunity to have their translation/classification reviewed in accordance with the processes below. No-one will be disadvantaged and there will be no 'spill and fill of positions' under this process.

1. Reviews are intended to address disputes associated with translation to the new classification structure. Employees who do not agree with their translation classification will be able to apply to have their translation classification reviewed.
  - a. Employees may request a review of their translation classification for a period of six months from 10 September 2012 until 8 March 2013 under this process.
  - b. The employer, in consultation with Australian Nursing Federation (Tasmanian Branch) will develop an internal classification review process, including time frames, for classification reviews including moderation across the Tasmanian Health Organisations and the Department of Health and Human Services, by 7 September 2012.
  - c. Employees are required to submit an Intention to Review Form to their manager before 7 October 2012 in order to be eligible to receive back pay. If the outcome of the review results in a re-classification, eligible employees will be entitled to receive back pay at the higher classification from 13 May 2012.
  - d. Where extenuating circumstances can be demonstrated the Chief Executive Officer or Deputy Secretary (as applicable) can agree to an extension of time for an employee to submit an application outside the above mentioned time frames.
  - e. Employees who submit an Intention to Review Form after 7 October 2012 will not be eligible for back pay. For employees who apply after 7 October 2012 but prior to 8 March 2013, the operative date will be the date of the submission of the Intention to Review Form.
  - f. Employees may not apply for a classification review after 8 March 2013 under this process.
  - g. An employee dissatisfied with the outcome from the internal review process has the right of external review through the Tasmanian Industrial Commission in accordance with Section 29(1) of the *Industrial Relations Act 1984*. Applications to the Tasmanian Industrial Commission are to be lodged within 14 calendar days of notification of the review outcome.
2. **Grade 7a and 7b** – Eligible employees will be assessed as at 13 May 2012 against the criteria and if they meet the criteria for Grade 7b will receive back pay to 13 May 2012. Back pay will be paid no later than the third full pay period after approval of the variation of the *Nurses and Midwives Heads of Agreement 2010*.
  - a. Nurse Unit Managers will have the opportunity to seek review.



- b. Chief Executive Officers or the Deputy Secretary (as applicable) in consultation with the appropriate Executive Director of Nursing may, under exceptional circumstances, use their discretion to re-classify Nurse Unit Manager roles from 7a to 7b on a permanent basis.
  - c. In the event of additional funding or other organisational changes whereby there is an increase in bed numbers, an immediate review will be undertaken and a Nurse Unit Manager role will be translated, if they meet the criteria, to 7b on a permanent basis.
3. **Grade 8 and 9** – Employees who meet the eligibility criteria for the Grade 8 and 9 levels will receive back pay to 13 May 2012. Back pay will be paid no later than the third full pay period after approval of the variation of the *Nurses and Midwives Heads of Agreement 2010*.
  - a. Employees classified at Grade 8 and 9 will have the opportunity to seek review.
  - b. Chief Executive Officers or Deputy Secretary (as applicable) in consultation with the appropriate Executive Director of Nursing may, under exceptional circumstances, use their discretion to re-classify a Grade 8 employee to a higher level within Grade 8.

### **Advanced Progression**

1. Application for Advanced Progression to Grade 3, Year 6 will be available for those who have completed Grade 3, Year 4.
2. The date of incremental progression to Year 6, and the new incremental anniversary date will be effective from the first full pay period 28 days from the date the application was submitted by the employee.
3. Employees who are at Grade 3, Year 5 as of 13 May 2012 are eligible to apply for advanced progression to Grade 3, Year 6.
  - a. An application received by the employer on or prior to 31 October 2012 and which results in advancement to Grade 3, year 6, that advancement will take effect from either:
    - 13 May 2012; or,
    - if the employee's anniversary for incremental progression is after 13 May 2012 the advancement will take effect from the employees anniversary date. In this instance the employee's anniversary for incremental progression will be the date of advancement.

**APPENDIX D - PRESERVED CONDITIONS – NURSES AND MIDWIVES HEADS OF AGREEMENT 2010  
(AS VARIED)**

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**Community Entry Points Grade 3/4**

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- a) The following interim arrangement is to apply to Grade 3/4 registered nurses working in community settings.
- b) This Schedule covers nurses working in Community Health settings including but not limited to Community Health, Family Child Health, Palliative Care, and Mental Health.
- c) This interim arrangement is to operate from 9 August 2013 and is to only apply for the term of the current *Nurses and Midwives Heads of Agreement 2010*.
- d) This interim arrangement is not to create a precedent for future industrial agreements.

**Community Entry Points Grade 3/4**

- The number of Registered Nurses -Grade 3/4 Community Nurses employed in each community team is dependent on the size of the team, the specialist requirements, scope of practice and supportive frameworks.
- Any proposed change to skill mix in teams is to be undertaken in consultation with the nurses within the team. Grievances are to be managed by way of the Grievance Procedure, outlined in Clause 5 of the NHPPD Model (Consent Order T13323 of 2008).

**Registered Nurse – Grade 3, Graduate Nurse Community**

- A limited number of graduate Registered Nurses are to be employed to work in the community setting under the support and direction of experienced community nurses in a team environment.
  - The number of new graduate Registered Nurses employed is dependent on the size of the team, specialist requirements, scope of practice, and supportive frameworks.
  - The Registered Nurse is to commence in the transition (graduate) program at Grade 3, year 1. The transition (graduate) program may be up to 12 months in duration.
  - Graduate Nurses are to have an induction that is to include indirect hours that are specified in the transition process. On completion of the first year of service, the graduate nurse may apply for Grade 3 vacant positions:-
    - Appointments are to be on merit based selection process in accordance with the *State Service Act 2000*.
    - The Registered Nurse who continues employment with DHHS/ THOs shall progress to Grade 3, year 2 as prescribed in Schedule 1 of the *Nurses and Midwives Heads of Agreement 2010*.

**Registered Nurse -Grade 3, Community Nurse**

- Registered Nurses with limited experience in community settings are to work with the support and direction of experienced Community Nurses (Grade 3/4) for a period that is commensurate with their learning needs.

- The Statement of Duties is to be in accordance with the Classification Descriptors prescribed by Schedule 7 of the *Nurses and Midwives Heads of Agreement 2010* for Grades 3 and 4.
- The Registered Nurse's entry point into the wage structure as prescribed by Schedule 1 of the *Nurses and Midwives Heads of Agreement 2010* is to be based on years of service. Registered Nurses will be eligible for Advanced Progression and all relevant entitlements for Grade 3 Registered Nurses as prescribed by the *Nurses (Tasmanian State Service) Award 2012* and *Nurses and Midwives Heads of Agreement 2010*.

#### **Registered Nurse- Grade 4, Community Nurse**

- Entry to Registered Nurse – Grade 4, Community Nurse positions is to be by:
  - a Formal Capability Assessment Process (FCAP) in accordance with the *Nurses and Midwives Heads of Agreement 2010*, or
  - as an interim arrangement there is agreement by the parties, by appointment to Grade 4 through a merit based selection process in accordance with the *State Service Act 2000*.
- A new interim Statement of Duties outlining the Registered Nurse – Grade 4, Community Nurse role is to be developed. The role and responsibilities described in the Statement of Duties is to be consistent with the classification descriptors Registered Nurse - Grade 4 in accordance Schedule 7 of the *Nurse and Midwives Heads of Agreement 2010*.

#### **Appointment to Registered Nurse – Grade 4, Community Nurse by a merit based selection process**

- The selection process is to include the selection criteria based on, but not limited to, the three criteria of the Grade 4 Formal Capability Assessment; clinical knowledge and skills, education of self and others and clinical leadership and management (the eight years of service and submission of Assessment documentation will not be required for appointment).
- Internal and external applicants are eligible to apply for these positions.
- The Registered Nurse- Grade 4, Community Nurse may be appointed to Grade 4 at a wage point based on their years of relevant experience
- DHHS/THOs will advertise for experienced Registered Nurse – Grade 4, Community Nurse roles at Grade 4 and if unable able to recruit at level, are to readvertise to ensure Registered Nurse – Grade 4, Community Nurse positions are filled with the required skill set.

## APPENDIX E - NURSING HOURS PER PATIENT DAY MODEL

### 1. **Duty to prevent sustained unreasonable workload**

The employer is to ensure that the work to be performed by an employee:

- (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 and Midwifery Council (ANMC) Code of Professional Conduct. The ANMC requires that the nursing care provided or about to be provided to a patient client of the respondent employer is to 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 unsustainable, manifestly unfair or unreasonable 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 extra-ordinary circumstances of an urgent kind and is not work regularly added to the employee's weekly or daily roster

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

- (a) The employer shall apply the staffing model described as NHPPD model in accordance with the entirety of this Appendix
- (b) The parties are to agree to a timeframe for the development of an implementation plan for areas yet to be benchmarked
- (c) The parties agree that future benchmarking of areas not covered by this appendix shall reflect recognised national nursing staffing standards and models as a minima
- (d) The parties shall consult and agree on the development and implementation of the model and the agreed process and ongoing management of the NHPPD model.
- (e) The parties agree that the development and implementation of the model shall have regard to the following key principles:
  - (i) clinical assessment and delivery of patient needs;
  - (ii) reasonable workloads to enable safety and quality of patient care;
  - (iii) the demands of the environment such as ward layout;
  - (iv) statutory obligations including workplace safety and health legislation;
  - (v) the requirements of nurse regulatory legislation and professional standards; and



**3. Duty to consult, to communicate, and constructively interact about health service provision to patients.**

(a) The Department, ANMF and HSU shall together constitute and participate in a process for consultation and communication at an Agency level and at service delivery level about overall nursing care requirements as an element in the provision of health services to patients.

(b) NHPPD Steering Committee

For the purpose of complying at Agency level with the duties in clause 3, the parties shall participate in the NHPPD Steering Committee. The membership of this committee shall comprise of four Agency nominees, three ANMF and one HSU representatives.

- (i) The function of the committee is to oversee the implementation, refinement, development and monitoring of the NHPPD model at an Agency level.
- (ii) The parties agree to trial other models during the life of this agreement. The Steering Committee shall agree on the terms of reference dealing with the implementation and evaluation of any agreed trials of alternative workload models.
- (iii) The parties agree that the Steering Committee shall develop agreed business processes, systems and definitions of the model. In development of these matters, the parties agree that consistency in application across the State will occur.
- (iv) For the purpose of undertaking its functions the committee shall initially meet monthly and thereafter the frequency shall be determined by the committee. A committee quorum requires equal representation of management and union representatives and such quorum shall be no less than four (4) members.
- (v) The parties agree the Steering Committee shall receive and review reports from the NHPPD Workload Monitoring Committees on all relevant matters including implementation progress and evaluation of the NHPPD model every six months, and as required.

(c) NHPPD Workload Monitoring Committee

- (i) To facilitate the implementation and monitoring of the NHPPD model a Workload Monitoring Committee (WMC) will be established at each facility and/or sector/area prior to the implementation of the model at the worksite/sector.
- (ii) The WMC is to consist of equal union and employer representation with a minimum of four and a maximum of eight members. Where possible, representation on the WMC shall include Nurse Unit Managers (NUM). The parties can co-opt relevant specialised representation as agreed.

- (iii) The WMC shall make recommendations within parameters agreed by the Steering Committee to the Chief Executive Officer (CEO) or delegate on the implementation, review and assessment of the application of the model, having regard to the areas where nursing services are provided.

Factors to be considered, but not limited to the following are:

- Nursing workloads generally (including outpatient clinics attached to inpatient wards)
- Admissions, discharges and patient movements generally, including transfers;
- Bed usage and management generally.
- Change to service delivery
- Monitoring of grievances.

(iv) In addition to the data reports agreed by the NHPPD Steering Committee, the WMC's shall agree on additional relevant data and reporting arrangements to enable appropriate consideration of all matters set out in Clause 3 of this schedule..

(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 WMC shall undertake an annual review of the implementation of the model at the end of each financial year as a minimum. This report shall be forwarded to the CEO or delegate and the NHPPD Steering Committee.

#### **4. Visibility of implementation of NHPPD model**

The employer shall ensure that the implementation of the NHPPD model shall be made clearly visible to nurses at all levels. Agreed educational resources will be developed by the parties within four months of the date of registration of this Agreement. Additionally an education program will be delivered by the Department throughout the life of the agreement.

#### **5. Grievance Procedure**

Any grievance or dispute relating to nursing workloads will be resolved by following the steps set out below. Any nurse or group of nurses or a party to the Award may raise a grievance or dispute under this procedure.

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

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

- (c) 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
- (d) 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
- (e) The workload requirement effectively denies any reasonable access to professional development.

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. Interim measures shall ensure employee and patient safety throughout the grievance process.

#### Step 1 – Ward/Unit Level

If a grievance or dispute arises regarding an NHPPD issue it must first be raised by the individual nurse, group of nurses at ward/unit level or by a party to this agreement with the Nurse Unit Manager (NUM) for resolution. The NUM shall consult the Director of Nursing to assist in the resolution of the workload dispute.

The parties shall agree on interim measures to ensure employee and patient safety.

This step shall be concluded within one calendar week from the time it was raised with the relevant Nurse Unit Manager. If the grievance remains unresolved, Step 2 commences immediately.

#### 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 without delay.

The specialist panel will include one each ANMF and HSU nominee and two management nominees (approved by the CEO/ Director of Operational Unit or delegate). Recommendations from the specialist review panel shall be achieved by consensus. If a consensus is reached then the terms shall be reduced to writing with a copy to each party. If consensus cannot be reached the grievance or dispute remains unresolved.

The Specialist Panel shall make recommendations to the CEO/ Director of Operational Unit (or delegate) for the resolution of the grievance or dispute. Should the CEO/ Director of Operational Unit (or delegate) rejects the recommendations he/she shall advise the Specialist Panel of the reasons.

This step shall be concluded within two calendar weeks from the commencement of Step 2.

#### Step 3



If the grievance or dispute cannot be resolved at Step 2, either party may refer the matter to the Tasmanian Industrial Commission for its assistance which is to include conciliation and if necessary, arbitration.

## 6. NHPPD Guiding Principles

(Incorporating Mental Health Inpatient Units)

| WARD CATEGORY | NHPPD (OVER 24HRS) | CRITERIA FOR MEASURING DIVERSITY, COMPLEXITY AND NURSING TASKS REQUIRED  |
|---------------|--------------------|--|
| A             | 7.5                | <ul style="list-style-type: none"> <li>• High Complexity</li> <li>• High Dependency Unit @ 6 beds within a ward</li> <li>• Tertiary Step Down ICU</li> <li>• High Intervention Level</li> <li>• Specialist Unit/Ward Tertiary Level 1:2 staffing</li> <li>• Tertiary Paediatrics</li> <li>• <b>MH- high risk of self-harm and aggression</b></li> <li>• <b>-intermittent 1:1/2 Nursing</b></li> <li>• <b>-Patient frequently on 15 minutely observations</b></li> </ul>  |
| B             | 6.0                | <ul style="list-style-type: none"> <li>• High Complexity</li> <li>• No High Dependency Unit</li> <li>• Tertiary Step Down CCU/ICU</li> <li>• High Intervention Level <span style="float: right;">Moderate/</span></li> <li>• Special Unit/Ward including extended</li> <li>• secure Mental Health Unit</li> <li>• High Patient Turnover <sup>(1)</sup> &gt; 50%</li> <li>• Paediatrics <sup>(2)</sup> <span style="float: right;">FHHS</span></li> <li>• Secondary Paediatrics</li> <li>• Tertiary Maternity</li> <li>• <b>MH – high risk of self-harm and aggression</b></li> <li>- <b>Patients frequently on 30 minute observations</b></li> <li>- <b>1:1 Nursing</b> <span style="float: right;">Occasional</span></li> <li>• <b>- a mixture of open and closed beds</b></li> </ul> |
| C             | 5.75               | <ul style="list-style-type: none"> <li>• High Complexity</li> <li>• Care Unit/Ward</li> <li>• Moderate Patient Turnover &gt; 35%, OR</li> <li>• Emergency Patient Admissions &gt; 50%</li> <li>• <b>MH – Moderate risk of self-harm and aggression</b></li> <li>• <b>- Psychogeriatric Mental Health Unit</b></li> </ul>   |
| D             | 5.0                | <ul style="list-style-type: none"> <li>• Moderate Complexity</li> <li>• Acute Rehabilitation Secondary Level</li> <li>• Acute Unit/Ward</li> </ul>   |

|   |     |   |
|---|-----|---|
|   |     | <ul style="list-style-type: none"> <li>• Emergency Patients Admissions &gt; 40% OR</li> <li>• Moderate Patient Turnover &gt; 35%</li> <li>• Secondary Maternity</li> <li>• <b>MH – Medium to low risk of self- harm and aggression</b></li> </ul> |
| E | 4.5 | <ul style="list-style-type: none"> <li>• Moderate Complexity</li> <li>• Moderate Patient Turnover &gt; 35%</li> <li>• Sub-Acute Unit/Ward</li> <li>• Rural Paediatrics</li> </ul>   |
| F | 4.0 | <ul style="list-style-type: none"> <li>• Moderate/Low Complexity</li> <li>• Low Patient Turnover &lt; 35%</li> <li>• Care Awaiting Placement/Age Care</li> <li>• Sub-Acute Unit/Ward</li> <li>• MH Slow stream rehabilitation</li> </ul>          |
| G | 3.0 | <ul style="list-style-type: none"> <li>• Ambulatory Care including:</li> <li>• Day Surgery Unit and Renal Dialysis Unit</li> </ul>  |

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

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

## 7. 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 health service 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.

Implementation of the NHPPD model into wards or other clinical units where nursing services are provided beyond those previously 'benchmarked' wards shall be in accordance with the NHPPD guiding principles and the Model Application Process described below.

### (1) Application of applicable Guiding Principles as per Appendix 1

- (a) The parties through the NHPPD Steering 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.
- (b) The CEO/Director of Operational Unit and/or delegate in conjunction with the relevant Nurse Unit Manager will 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 is to 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.

- (c) The Director of Nursing and the Nurse Unit Manager will review and forward the calculations and outcomes to the CEO/Director of Operational Unit for review and then forward to the Workload Monitoring Committee.
- (d) In the event the Director of Nursing, the NUM or the parties to the agreement dispute the outcome of the calculated nursing hours as being appropriate for the ward or other clinical units where nursing services are provided, the dispute may be raised through the Grievance Procedure.

(2) Application of the Model where NHPPD Guiding Principles are not applicable

Where the parties agree the NHPPD guiding principles are not applicable to the service area the process for determination of an appropriate workload model will be agreed between the parties.

A working party shall be formed to develop an agreed model for application in such areas. The membership of this working party shall comprise four Department nominees, three ANMF and one HSU representatives. The working party has the ability to co-opt members as agreed.

(3) Trial of other models

The parties are agreed to trial other models. Furthermore, the NHPPD Steering Committee shall agree on the Terms of Reference dealing with the implementation and evaluation of any agreed trials of workload models. These should be implemented in areas which have been previously benchmarked to enable analysis. However, other areas may implement trials by mutual agreement.

In the event of the parties not reaching agreement regarding trials of other models the dispute may be raised through the Grievance Procedure commencing at Step 3.

**8. Appropriate Skill Mix**

The ANMF and HSU 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.

## **APPENDIX F – 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. AINs with a Certificate 111 HLT32507 Certificate in Health Services Assistance (acute care) and student enrolled nurses will commence at Grade 1, Year 1.
2. Undergraduate student nurses who have completed their second year practicum may be appointed as an AIN and will commence at Grade 1, Year 2.
3. Once the trial is completed and if the evaluation demonstrates that AINs will be introduced, the salary conditions outlined above will be retained.

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.

1. A minimum of two (2) trials in each of the 4 main hospitals, shall be undertaken for a six (6) month period.:
2. Trials will run for a six (6) month period, and participants will be employed on a nine (9) month fixed term contract, as per Nurses and Midwives (Tasmanian State Service) Award Part III – Salaries and Related Matters, Clause 1. Salaries . 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 the parties.
9. All current support staff positions (ward clerks, hospital aides, orderlies etc) to remain as differing roles / specialisation required.
10. 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.
11. Patient outcomes and required skill mix to be the priority.
12. Review process to be built in and transparent reporting of introduction as per Safe Staffing Outcomes Consultative Committee reporting.

## **APPENDIX G - ASSISTANTS IN NURSING (Royal Hobart Hospital)**

These conditions are specifically related to the implementation of the Assistants in Nursing (AIN) role at Tasmanian Health Organisation – South (Royal Hobart Hospital). The introduction of the AINs at other hospitals will be in accordance with Appendix F.

### Preamble

The Royal Hobart Hospital has successfully completed two trials and the following principles are agreed in the event further units/wards intend to introduce AINs.

1. Principles for introduction:

The inclusion of AINs is to be considered under the agreed Nursing Hours per Patient Day model when deemed:

- (i) upon revision of an agreed benchmark for Nursing Hours per Patient Day for a ward and there are additional FTE required;
- (ii) where agreed as part of initial bench marking process;
- (iii) clinically appropriate for the practice setting;
- (iv) part of an appropriate skill mix for patient care;
- (v) in consultation with nurses; and
- (vi) by agreement with the parties.

2. The role of an AIN is to be consistent with the classification descriptors for Grade 1 – Assistant in Nursing, Nursing/Midwifery Grade Descriptors, Nurses and Midwives [Tasmanian State Service] Interim Agreement 2013, Appendix B, Schedule 7.

3. A person appointed to perform the duties of AIN will require evidence of the following essential requirement, determined pursuant to Section 15 of the *State Service Act 2000*

- a) Certificate III in Health Services Assistance HLT32507 (Acute Care); or
- b) Is currently an undergraduate Bachelor of Nursing student who has completed a 2<sup>nd</sup> year clinical practice placement; or
- c) Is an enrolled nursing student who has completed their 1<sup>st</sup> clinical practice placement.

4. Commencement within the AIN classification range will be in accordance with the following:

- a) AINs with a Certificate III HLT32507 Certificate in Health Services Assistance (Acute Care) will commence at Grade 1, Year 1.
- b) Student enrolled nurses will commence at Grade 1, Year 1.
- c) Undergraduate student nurses of the Bachelor of Nursing who have completed their second year practicum will commence at Grade 1, Year 2.

5. The role will be performed in accordance with the Statement of Duties for Assistant in Nursing and Guidelines (Schedule 1as attached) as agreed by the AIN Trial Monitoring and Action Group (ATMAG) and as varied from time to time by agreement of all parties.

6. The percentage of the AIN role to be included as direct care within the Nursing Hours per patient Day (NHpPD) staffing model for the respective unit in which the AIN is engaged will be determined with consideration of the model of care and staffing mix for the unit, by agreement of the parties. The percentage will not exceed 50% direct care weighting as per the Assistant in Nursing, Nurses and Midwives [Tasmanian State Service] Interim Agreement 2013, Appendix B, Schedule 4.
7. The AIN role will form part of the skill mix and model of care for the unit and in undertaking delegated routine care tasks otherwise undertaken by nurses will be engaged within the existing establishment/staffing levels for the unit.
8. When the AIN undertakes the role of 'Patient Safety Observer (PSO)' these hours will not be included in the (NHpPD) staffing model but will be recorded under a different ProAct coding.
9. AINs will work a variety of shift lengths from 4-8 hours, morning and afternoons only across 7 days, with the exception of AINs performing the role of a 'Patient Safety Observer (PSO)', where night shifts may be worked.
10. The introduction of the AIN role within the staffing mix of a unit will occur only where determined to be clinically appropriate through a consultation and change process.
11. Where a trial has occurred in accordance with the Nurses and Midwives (Tasmanian State Service) Interim Agreement 2013, Appendix B, Schedule 4, on a ward/unit and concurrent with re-benchmarking of the ward/unit, a further consultation and change process will not be required.
12. Where a decision is made by agreement with the parties to introduce the AIN role to a ward/unit, the implementation of the role will include as a minimum:
  - a program of orientation for the AIN including scope of practice; and
  - education of the unit staff to support their knowledge and understanding of the AINs scope of practice and role working in the nursing/midwifery team.
13. The identification of the AIN role will be differentiated from enrolled nurses and registered nurses/midwives.
14. AINs will work at all times under the supervision of a registered nurse/midwife and may be overseen by enrolled nurses within the nursing team.
15. On-going monitoring and reporting of the introduction of the AIN role shall occur through the Safe Staffing Outcomes Committee.
16. In the event of a grievance or dispute the matter is to be dealt with in accordance with Part V111 – Consultation and Change: Workload Management: Grievance and Dispute Resolution, Clause 3 Grievance and Dispute Resolution of the Nurses and Midwives (Tasmanian State Service) Award.