



T14719 of 2019

*Industrial Relations Act 1984*

s55 Industrial Agreement

**COMMUNITY CORRECTIONS  
MONITORING AND COMPLIANCE UNIT  
SHIFT ARRANGEMENTS AGREEMENT 2019**

**Between the**

**Minister Administering the State Service Act 2000**

**and**

**Community and Public Sector Union  
(State Public Services Federation Tasmania) Inc.**





## **1. TITLE**

This Agreement shall be known as the Community Corrections Monitoring and Compliance Unit Shift Arrangements Agreement 2019.

## **2. INDEX**

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## **3. APPLICATION**

This Agreement is made in respect of employees appointed to classifications of Shift Supervisors and Monitoring Officers within the Community Corrections Monitoring and Compliance Unit.

## **4. DATE AND PERIOD OF OPERATION**

This Agreement has effect from the date of registration and shall remain in force until 30 June 2020.

## **5. PARTIES BOUND**

This Agreement is between the Minister Administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

## **6. RELATIONSHIP TO THE RELEVANT AWARD**

This Agreement shall prevail to the extent of any inconsistency that occurs between the Agreement and the relevant Award, the Tasmanian State Service Award (the Award), or any Industrial Agreement with the Minister Administering the *State Service Act 2000*.



## 7. DEFINITIONS

**'Employee'** means a person who is employed pursuant to the provisions of sections 37(3)(a) and 37(3)(b) of the *State Service Act 2000*

**'Employer'** means the Minister Administering the *State Service Act 2000*, and their delegated representatives.

**'Shift Roster'** means a work pattern designed for the specific work area that allows for the performance of ordinary hours outside the spread of hours contained in Part VI – Hours of Work and Overtime for Day Work in the Tasmanian State Service Award. It specifies the commencing and finishing times of the ordinary hours of duty of a respective shift for individual employees

**'Rostered Shift'** means any shift of which the employee has been notified forms part of the ordinary hours of work within the 12-week rostered shift cycle

**'Shift work'** means work performed in accordance with a roster and may include day shift, afternoon shift, night shift, Saturdays, Sundays and Holidays with Pay

**'Shift worker'** means an employee engaged to work in accordance with a shift roster

**'Day shift'** means a shift that will not commence before 7am or after 9am.

**'Afternoon shift'** means a shift that will not commence before 2pm or after 4pm.

**'Night shift'** means a shift that will not commence before 10pm or after 12 midnight.

## 8. SHIFT ROSTER

8.1 The parties agree to implement the shift roster included in Schedule 1. This shift roster is a 24 hour/7-day a week roster covering 12 weeks that includes day, afternoon and night shifts.

8.2 The shift roster is based on employees working six consecutive nine-hour rostered shifts followed by four days off in each 10-day cycle. This cycle is repeated across 10 weeks.

8.3 In weeks 11 & 12, employees are available to be rostered for relief/backfill and will work an average of 78 hours in the fortnight. These will be worked in a maximum of 9 shifts with breaks consisting of a minimum of 2 consecutive days and include a maximum of 4-night shifts.

8.4 Across the 12-week period employees will be rostered to work a total of 456 hours which is an average of 76 hours per fortnight. Each crew will be assigned



a starting line in the roster and will rotate through the roster for a 12-week period.

- 8.5 Except by agreement with the employee, an employee will be provided at least 14 days' notice of the start of a roster and their place in a roster will not be changed without at least 28 days' notice. An employee will be provided at least 14 days' notice of the shifts to be performed in weeks 11 & 12.

## **9 EMPLOYMENT ARRANGEMENTS**

- 9.1 The ordinary hours of work for shift workers will be an average of 38 hours per week over a twelve week shift roster.
- 9.2 A rostered shift shall consist of 9 hours duration, inclusive of a paid 30 minute break and except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hour period.
- 9.3 Fulltime employees working this roster will be paid 76 ordinary hours each fortnight regardless of the number of ordinary hours worked. They will also be paid shift loadings, weekend loadings and public holiday loadings based on their rostered shift pattern up to the Wednesday of the week preceding pay day i.e. one week in arrears. Part-time employees will be paid a pro rata based on the percentage of their FTE to a full-time employee.
- 9.4 Afternoon and night shift penalty, and rates for Saturday work, and Sunday and Holiday Work are to be paid in accordance with the Award.

## **10 RECREATION LEAVE AND LEAVE IN LIEU OF PUBLIC HOLIDAYS WITH PAY**

- 10.1 A full-time seven-day shift worker is entitled to 190 hours of recreation leave for each twelve-month period of continuous service (less the period of recreation leave).
- 10.2 Recreation leave for full time seven-day shift worker accrues at the rate of 7.31 hours for each fortnight worked.
- 10.3 A full-time seven-day shift worker is entitled to 38 hours of leave in lieu of public holidays with pay for each twelve-month period of continuous service.
- 10.4 Leave in lieu of public holidays with pay for full time seven-day shift worker accrues at the rate of 1.46 hours for each fortnight worked.
- 10.5 Part-time employees are entitled to the equivalent leave prescribed in this clause in proportion to the hours worked compared to full time employees.





## **11 GRIEVANCE AND DISPUTE SETTLING PROCEDURE**

11.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.

11.2 If a grievance or dispute arises about the application of this Agreement

- (i) In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
- (ii) In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to the union and management representatives;
- (iii) If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.

11.3 Where a grievance or dispute is being dealt with under this process normal work shall continue.

11.4 The grievance and dispute procedure does not take away an employee's right to seek redress of a grievance either under the *State Service Act 2000* or the *Industrial relations Act 1984*, or any other relevant legislation.

## SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister Administering the State Service Act 2000

Signed.....

Name.....

Jane Hanna

Date.....

17/12/19

SIGNED FOR AND ON BEHALF OF

Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Signed.....

Name.....

Tom Lynce

Date.....

17/12/19



## Schedule 1 – Shift Roster

Crew	Sup (6)	Off (18)*	Week	M	T	W	T	F	S	S	M	T	W	T	F	S	S	Shift hours
AI	I	3	1-2	-	-	d	d	a	a	n	n	-	-	-	-	d	d	72
BI	I	3	3-4	a	a	n	n	-	-	-	-	d	d	a	a	n	n	90
CI	I	3	5-6	-	-	-	-	d	d	a	a	n	n	-	-	-	-	54
DI	I	3	7-8	d	d	a	a	n	n	-	-	-	-	d	d	a	a	90
EI	I	3	9-10	n	n	-	-	-	-	d	d	a	a	n	n	-	-	72
FI	I	3	11-12	relief/utility						relief/utility						78		
Day	9.0 hr			4	4	4	4	4	4	4	4	4	4	4	4	4	4	
After.	9.0 hr			4	4	4	4	4	4	4	4	4	4	4	4	4		
Night	9.0 hr			4	4	4	4	4	4	4	4	4	4	4	4	4		

\*may increase to 24 with 4 officers per crew

d=day shift

a=afternoon shift

n=night shift

