

T10751 of 2003  
18 MAR 2003

***Department of Health and Human Services'***  
***Roy Fagan Centre***  
***Shift Work Arrangements***  
***Agreement 2003***

Between the

**Minister Administering the *State Service Act 2000***

and the

**Health Services Union of Australia, Tasmania No. 1 Branch**

and the

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

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## **1. TITLE**

This Agreement shall be known as the Department of Health and Human Services' Roy Fagan Centre Shift Work Arrangements Agreement 2003.

## **2. APPLICATION**

This Agreement shall be between the Minister Administering the *State Service Act 2000*, the Health Services Union of Australia, Tasmania No. 1 Branch, and the Community and Public Sector Union (State Public Services Federation Tasmania) Inc and shall apply to employees who occupy Centre Assistant positions at the Roy Fagan Centre.

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

Where any inconsistency occurs between this Agreement and the Community and Health Services (Public Sector) Award this Agreement shall prevail to the extent of the inconsistency.

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

This Agreement shall take effect from the 27 April 2003 and will remain in force for a period of 1 year.

## **5. TERMS OF THIS AGREEMENT**

### **(a) Ordinary Hours of Work**

An employee's ordinary hours of work may be extended to a maximum of 11 hours 15 minutes per day exclusive of meal breaks within a spread of no more than 12 hours 30 minutes

### **(b) Roster Arrangement**

- (i) Where an employee's ordinary hours of work have been extended in accordance subclause (a) of this clause, the roster arrangement shall be based on 11 hour 15 minute shifts exclusive of meal breaks and shall be worked on a 3 days on, 3 days off basis. Under these arrangements, day shift shall commence at 0715 hours and shall finish at 1945 and night shift shall commence at 1930 hours and shall finish at 0730 as detailed in schedule 1 of this Agreement.





- (ii) Except on occasional and exceptional circumstances, the staffing numbers and skill mix as detailed in Schedule 1 of this Agreement shall not be changed without prior consultation between the parties of this Agreement.
- (iii) The parties are agreed that in order for staff to participate in staff development, competency assessment, skill development and to maintain a broader awareness of client treatment plans and service direction individual employees may be rostered to work day shifts or night shifts.

However, an individual employee's normal roster pattern shall not be altered without a minimum of 28 days notice and prior consultation between the employee and the employer. Wherever possible additional notice shall be provided.

**(c) Shift Penalties**

Penalties payable for all shifts that have been extended in accordance with subclause (a) of this clause shall be in accordance with the following:

Monday – Friday	10% penalty
Saturday	50% penalty
Sunday	100% penalty

Except where provided for above, all other penalty payments will be paid in accordance with the Community Health Services (Public Sector) Award

**(d) Accrued Day Off**

Where a full time employee's ordinary hours of work have been extended in accordance subclause (a) of this clause, the employee shall accrue one 11 hour 15 minute accrued day off every 8 week roster cycle. Three consecutive accrued days off shall be rostered each 24 week roster cycle.

**(e) Meal Breaks**

- (i) Night Shift  
Unless otherwise agreed between the parties to this Agreement employees working night shift shall commence a 45 minute unpaid meal break no earlier than 2400 and no later than 0300.
- (ii) Day Shift  
Unless otherwise agreed between the parties to this Agreement, employees working day shift shall commence 2 unpaid meal breaks in accordance with the following:



- 45 minute unpaid meal break no earlier than 1130 and no later than 1400; and
- 30 minute unpaid meal break no earlier than 1600 and no later than 1830.

Unless agreed between the parties to this Agreement an employee who is unrelieved for the period of the meal break and until such relief is available shall be paid at the appropriate overtime rate.

This clause does not preclude individual arrangements mutually agreed between individual employees and the employer on a day to day basis.

**(f) Sick Leave**

Unless other wise provided for below, sick leave shall be provided for in accordance the *State service Act 2000* and the Community and Health Services (Public Sector) Award

In accordance with Agency policy, employees are entitled to 5 days sick leave per annum without certificate, provided that a medical certificate is required for sick leave absences if the number of sick leave days exceeds 2 consecutive days.

**(g) Rotation Between Units**

Employees rostered in accordance with this Agreement shall rotate through units of Roy Fagan Centre on a basis that meets organisational, client and individual employee requirements.

Where exceptional circumstances exist alternative arrangements may be negotiated with nursing management.

## **6. GRIEVANCE PROCEDURE**

Any grievance, industrial dispute or matter likely to create a dispute about a matter arising in this Agreement should be dealt with in accordance with Clause 19 Grievance and Dispute Settlement Procedure of the Community and Health Services (Public Sector) Award.

## **7. NO DISADVANTAGE**

On balance, nothing contained in this Agreement shall serve to reduce the wage rates or conditions of employment of any employee covered by this Agreement.





# RFC SHIFT SHIFT ARRANGEMENT SCHEDULE 1

UNIT	2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
DAYS																								
MAG.																								
CN																								
EN																								
CA																								
ROS.																								
EN																								
EN																								
CA																								
JAS.																								
RN																								
EN																								
CA																								
HEAT.																								
RN																								
EN																								
CA																								
shared																								
shared																								
CA																								
NIGHT																								
RN																								
EN																								
CA																								
CA																								
Meal Bk																								
RN																								
TOTAL	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4

Based on a 38 hour week, a full-time employee shall work 912 hours in 24 weeks/168 consecutive days. By working 84 shifts an employee would work 945 hours. To equate to award hours, allocate 3 x 11.25 hour accrued days off each 24 weeks = 911.25 hours worked.

Day Shift from 07.15 to 19.45 = 12.50 hours less 2 meal breaks 1.25 hours (45 min & 30 min) = 11.25 hours each day shift.

Night Shift from 19.30 to 07.30 = 12.00 hours less 1 meal break .75 hour (45 min) = 11.25 hours each night shift



7 FEBRUARY 2003

## SIGNATORIES

Agent for and on behalf of the Minister Administering the *State Service Act 2000*

Name

Signature

Date

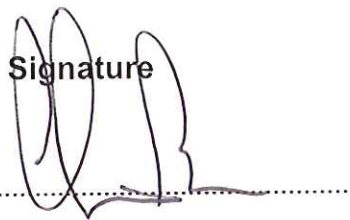
Chris Wainwright  14.03.03

Agent for and on behalf of the Health Services Union of Australia, Tasmania No. 1  
Branch

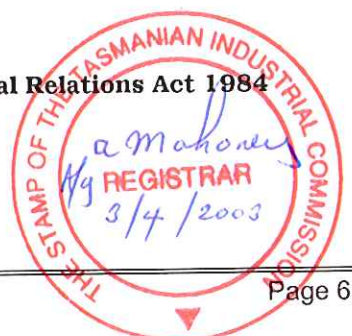
Name

Signature

Date

CHRIS BROWN  12/3/03

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



## SIGNATORIES

Agent for and on behalf of the Minister Administering the *State Service Act 2000*

Name	Signature	Date
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Agent for and on behalf of the Health Services Union of Australia, Tasmania No. 1  
Branch

Name	Signature	Date
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Agent for and on behalf of the Community and Public Sector Union (State Public  
Services Federation Tasmania) Inc

Name	Signature	Date
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SUE STRUGNELL	SE-en.	3/4/03
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This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984

