

Industrial Relations Act 1984
s55 Industrial Agreement

DEPARTMENT OF HEALTH ROY FAGAN CENTRE SHIFT WORK ARRANGEMENTS AGREEMENT 2020

Between the

Minister administering the *State Service Act 2000*

and the

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

Health Services Union, Tasmania Branch



I TITLE

This Agreement shall be known as the Department of Health Roy Fagan Centre Shift Work Arrangements Agreement 2020.

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3 APPLICATION

This Agreement is made in respect of employees occupy Centre Assistant positions at the Roy Fagan Centre.

4 DATE AND PERIOD OF OPERATION

4.1 This Agreement cancels and replaces the:

- (i) Department of Health and Human Services' Roy Fagan Centre Shift Work Arrangements Agreement 2003.

4.2 This Agreement applies with effect from 1 December 2019 and will remain in force until 1 December 2020.

4.3 The parties agree to commence negotiations for a replacement agreement on or before 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; and the Health Services Union, Tasmania Branch.

6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the Health and Human Services (Tasmanian State Service) Award or any registered Agreement with the Minister administering the *State Service Act 2000*.

7 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.

8 ROSTER ARRANGEMENT

8.1 Where an employee's ordinary hours of work have been extended in accordance with clause 7 of this Agreement, the roster arrangement shall be based on 11 hour 15 minute shifts exclusive of meal breaks and shall be worked on a 2 days on, 2 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.



- 8.2 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.
- 8.3 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 notices and prior consultation between the employee and the employer. Wherever possible additional notice shall be provided.

9 SHIFT PENALTIES

- 9.1 Penalties payable for all shifts that have been extended in accordance with Clause 7 of this Agreement shall be in accordance with the following:
- (i) Monday – Friday 12.5% penalty
 - (ii) Saturday 50% penalty
 - (iii) Sunday 100% penalty.
- 9.2 Except where provided for above, all other penalty payments will be paid in accordance with the Health and Human Services (Tasmanian State Service) Award.

10 ACCRUED DAY OFF

Where a full time employee's ordinary hours of work have been extended in accordance with Clause 7 of this Agreement, 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.

11 MEAL BREAKS

11.1 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.

11.2 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:

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



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

12 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.

13 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

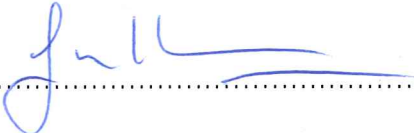
- 13.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 13.2 If a grievance or dispute arises about the application of this Agreement:
- (i) In the first instance, it is to be dealt with at the workplace by the appropriate employer and employee representatives;
 - (ii) In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives; and
 - (iii) If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.
- 13.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 13.4 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* or the *Industrial Relations Act 1984*, or any other relevant legislation.



14 SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

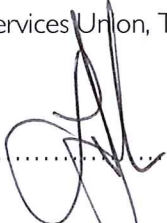
Signed: 

Name: Jane Hanna

Date: 25/02/2020

SIGNED FOR AND ON BEHALF OF

Health Services Union, Tasmania Branch

Signed: 

Name: 24/12/2020

Date: Tim Jacobson



SIGNED FOR AND ON BEHALF OF

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

Signed: 

Name: *Tom Lynce*

Date: *25 / 2 / 2020*



Schedule I – Roy Fagan Centre Shift Arrangement

		2400	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Unit Days MAG	RN																								
	EN																								
	CA/A/N																								
ROS	RN																								
	EN																								
	CA/A/N																								
JAS	RN																								
	EN																								
	CA/A/N																								
HEAT	RN																								
	EN																								
	CA/A/N																								
NIGHT	RN																								
	RN/EN																								
	RN/EN																								
	RN/EN																								
	CA/A/N																								
	CA/A/N																								
	CA/A/N																								
	CA/A/N																								
TOTAL		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8

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 1 x 11.25 hour accrued days off each 8 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 meals break .75 hour (45 min) = 11.25 hours each night shift.

