

T14367 OF 2015

Department of Health and Human Services
Public & Environmental Health Services Staff
Availability and Recall Agreement 2015



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1. TITLE

This agreement shall be known as the Department of Health and Human Services Public and Environmental Health Service Staff Availability and Recall Agreement 2015.

2. PARTIES BOUND

This Agreement is between the Minister administering the State Service Act 2000; the Health Services Union of Australia, Tasmania Branch and the Community & Public Sector Union (State Public Services Federation Tasmania) Inc.

3. PERIOD OF OPERATION

This agreement is to operate from the date of registration and is to continue until 30 June 2018.

4. APPLICATION

This agreement is to apply to employees who occupy the positions of Senior Environmental Health Officer, Principal Advisor Food Safety, Regional Environmental Health Officer (North West) in the Department of Health and Human Services hereafter referred to as 'the employees'.



5. RELATIONSHIP TO OTHER AGREEMENTS AND AWARDS

This Agreement prevails to the extent of any inconsistency over the Health and Human Services (Tasmanian State Service) Award (HAHSA) and the Allied Health Professionals (Tasmanian State Service) Agreement 2014 (AHP Agreement).

6. TERMS OF THIS AGREEMENT

(a) Availability

The employees subject to this Agreement are rostered to remain "on call"/available that is, available and able to return to duty outside the normal hours of work.

The employees are to receive 38 hours of time off in lieu (TOIL) each calendar year as full recompense for being rostered to be on call and available.

(b) Recall

The employees subject to this Agreement are to be paid a Recall allowance of 5% of the salary the employee normally receives.

This Recall allowance is payable in lieu of the overtime that is prescribed for Recall in Part VII, Clause 6(c) of HAHSA.

(c) Government Vehicle

In accordance with the DHHS Government Vehicle Policy a Government plated vehicle is to be available for the employees subject to this Agreement to undertake all the after-hours work prescribed by this Agreement.

7. WORKLOAD ARRANGEMENTS

A workload management issue that arises during the life of this Agreement is to be dealt with promptly according to the provisions of Part VI Workplace Flexibility, Clause 1 Workload Management of HAHSA. This includes:

- a) the method of reporting and measuring after-hours work; and
- b) opportunities to cross-skill employees to provide leave cover; and
- c) opportunities to reduce, manage or limit after-hours work..

8. DISPUTE SETTLING PROCEDURE

The dispute settling procedure is to be in accordance with the Grievance and Dispute Settling Procedure of Part XII, Clause 3 of HAHSA.

9. ARRANGEMENTS FOR RELIEF

- a) If an employee who is covered by the Allied Health Professionals (Tasmanian State Service) Agreement 2014 (AHP Agreement 2014) and who is not ordinarily a party to this Agreement undertakes the duties of one of the roles specified in Clause 4-of this Agreement for a period of 5 consecutive days or more that employee becomes subject to the terms and conditions of this Agreement.



- b) The additional leave entitlements contained in Clause 6 of this Agreement are to be paid on a pro-rata basis if an employee undertakes these duties for a period of 3 months or more.
- c) The Recall allowance specified in Clause 6(b) is in lieu of the On Call Allowance specified in Clause 16 and the Availability Allowance specified at Clause 17 of the AHP Agreement 2014 for the period the employee undertakes the duties of a role covered by this Agreement.

10. SIGNATORIES

SIGNED FOR AND ON BEHALF OF

Minister administering the State Service Act 2000

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Date: 16/10/2015.

SIGNED FOR AND ON BEHALF OF

Health Services Union, Tasmania Branch

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Date: 20/10/15.

SIGNED FOR AND ON BEHALF OF

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

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Date: 20/10/15



