

DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROSTERED CARERS AGREEMENT 2008



1. TITLE

This agreement shall be known as the Department of Health and Human Services Rostered Carers Agreement 2008

2. ARRANGEMENT

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3. APPLICATION

This agreement shall apply to all staff employed under the provisions of the Community and Health Services (Public Sector) Award hereinafter referred to (the Award) who are undertaking Rostered Carers duties in Children and Family Services (CFS), However the parties acknowledge that the duties of Rostered Carers may be varied over time as the Service Delivery Model evolves.

4. PARTIES BOUND

This agreement shall be binding upon:

- (a) The Minister administering the State Service Act 2000, hereinafter called the employer;
- (b) The Health Services Union of Australia Tasmania No. 1 Branch; and
- (c) The Community and Public Sector Union (State Public Services Federation Tasmania) Inc.
- (d) All employees employed by the employer under the provisions of the Community and Health Services (Public Sector) Award..



5. DATE AND PERIOD OF OPERATION

The agreement shall take effect from the date the Agreement is registered and shall remain in force for a period of 12 months.

6. RELATIONSHIP TO THE AWARD

Unless otherwise provided for in the agreement the employees subject to this agreement are employed pursuant to the Community and Health Services (Public Sector) Award, Public Sector Unions Wages Agreements or replacement Agreements Where any inconsistency between the award and this Agreement this Agreement shall prevail to the extent of the inconsistency.

7. DEFINITIONS

“Ordinary Hours” means those hours Rostered between 7.00am and 11.00pm Monday to Sunday.

8. TERMS OF THIS AGREEMENT

(i) An employee may be required to undertake the duties of a Rostered Carer in blocks of up to 48 hours

(ii) A 24 hour block shall consist of 16 ordinary hours of duty between 7.00am and 11.00pm and a 48 hour block shall consist of 2x16 ordinary hours between 7.00am and 11.00pm.

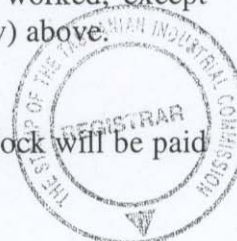
(iii) A Rostered Carer will not be required to undertake blocks of 24 or 48 hours without the provision of 24 or 48 hour breaks respectively between blocks of work. .

(iv) For the hours between 11.00pm and 7.00am worked during a 24 hour or 48 hour block a “sleepover allowance” equivalent to 8 hours pay at the single time hourly rate for the Rostered Carer will be paid.

(v) An employee who is required to work prior to or following two consecutive blocks and exceeds 32 ordinary hours shall be paid at the appropriate overtime rate.

(vi) An employee who is required to work, following two consecutive blocks of work totalling 48 hours, without the provision of at least 48 hours time off shall be paid at the appropriate overtime rate for all hours worked, except where overtime is worked under the provisions of sub clause (v) above.

(vii) All ordinary hours worked during a 24 hour or 48 hour block will be paid at the single time hourly rate for the Rostered Carer.



(viii) Annual Leave, Personal Leave and Long Service Leave shall only accrue on the ordinary hours of work.

(ix) During periods of annual leave and sick leave the "sleepover allowance" shall be paid based on the projected roster during the leave period. To be eligible for the "sleepover allowance" leave must be taken for all ordinary hours within each 24 hour block.

(x) A Rostered Carer shall not be required to work more than 304 ordinary hours, not inclusive of the "sleepover allowance" cited in (viii), over 4 consecutive pay periods. Provided that where a Rostered Carer is required to work hours in excess of 304 ordinary hours which are not inclusive of the "sleepover allowance" shall be paid overtime at the appropriate overtime rate.

(xi) Rostered Carers will be paid the permanent contracted fortnightly hours allocated to them each fortnight over each 4 consecutive pay periods.

(xii) A Rostered Carer who is rostered to work afternoon or night shifts up to 12 hours shall be paid a shift allowance of 15%. Casual employees employed to work these shifts shall not be entitled to the 15% shift allowance. These shifts shall not attract the "sleepover provision."

(xiii) A Rostered Carer who is Rostered to work on Christmas Day and Public Holidays shall be paid at the rate of double time for all ordinary hours worked on Christmas Day and time and a half for all ordinary hours worked on all other Public Holidays the hours worked are exclusive of the "sleepover allowance"

9. EXTENDED ROSTERED CARE ACTIVITIES

On rare occasions, extended rostered care may be required to meet a specific client need. Extended rostered care activities may include interstate and intrastate travel for recreation, family or other reasons and typically involve several days of care. These activities would normally be pre-planned. The requirement for off duty prescribed under clause 8 (vi) above does not apply

10. MEALS ON DUTY

Rostered Carers shall be provided with all meals whilst undertaking rostered care duties. It is expected that Rostered Carers will prepare food, cook and eat with the child/children in their care.

Provided that in circumstances where the child/children in care are provided with funds to purchase a meal, the employee shall be entitled to meal allowance. The meal allowance shall be as prescribed in Part IV Allowances Clause 3 (h) (i) of the Award.



11. GRIEVANCE PROCEDURE

Where a grievance or dispute arises in relation to the application of this Agreement, Clause 19- Grievance and Dispute Settlement Procedures of the Award applies.

12. REVIEW PROVISIONS

The parties to this Agreement recognise that there are outstanding issues which will require resolution.

These are:

- Implementation of reforms of Child Protection Services in the *New Directions in Child Protection in Tasmania* Report released by the Tasmanian Government in January 2008. The Parties agree to consult and negotiate on the implementation of the proposed reforms and the impact on the working conditions and arrangements for Rostered Carers.
- Negotiation of a single longer term Agreement for all employees providing services to a common client group within Children and Family Services, with the potential for the duties of these roles to be amalgamated into common employment designations.
- These negotiations will occur in the context of evolving appropriate organisational roles and structures to facilitate effective delivery models and will include:
- Development of appropriate Statement of Duties, position definitions and classifications for positions covered by the proposed Agreement, and
- Appropriate employment conditions and working arrangements.

The parties commit to finalising the negotiations to resolve all outstanding issues within 12 months of the registration of this Agreement.


13 AGREEMENT NOT TO BE USED AS A PRECEDENT

The provisions of any other Agreement shall not be used to affect the interpretation or operation of this Agreement. This Agreement is an Agreement covering Rostered Carers and is not to be used as a precedent in any other Industrial Agreement.

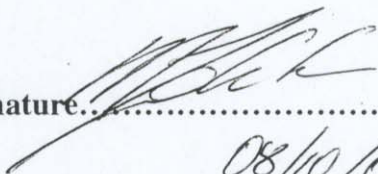


Signatories

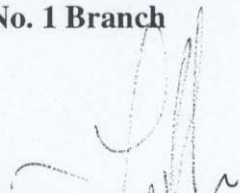
Agent for and on behalf of the Minister Administering the State Service Act 2000

Frank Ogle.....Signature.....

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

Matt Johnson.....Signature.....
08/10/08.

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

Tim Jacobson.....Signature.....
21/10/08.
Aly Secretary



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