

T11268 of 2003
24 DEC 2003

Department of Health and Human Services

Child & Family Services

Support Workers' 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 Child and Family Services (CFS) Support Workers' 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. hereafter referred to as the Unions and shall apply to employees employed in the Department of Health and Human Services who occupy Support Worker positions in Child and Family Services (CFS) and are classified in accordance with the Community and Health Services (Public Sector) Award, (CHS Award) hereafter referred to as 'employees'.

3. RELATIONSHIP TO THE RELEVANT AWARD

When there is an inconsistency between the provisions in this Agreement and the CHS Award, and any relevant State Service Wages Agreement and extensions, however titled, the provisions in this Agreement will prevail to the extent of the inconsistency.

4. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first full pay period on or after the date of registration and will remain in force for a period of 1 year.



5. TERMS OF THIS AGREEMENT

Support Workers Duties Definition

- (i) The work of a person employed as a Child and Family Services Support Worker is defined as an activity where the function relates to any one or more of the following:-
- Transporting of children, young persons and families to and from access visits, various appointments, school, sport and recreational activities.
 - Providing personal support of children, young persons and families in a range of environments including access visits, school, recreational activities, transition to independent living
 - Providing parenting support in a range of environments including access visits, school, recreational and social activities
 - Providing supervision of access / contact visits between children / young person and their parents and family members to ensure the safety and well being of the child / young person.
- (ii) An employee may be required to attend work on more than one occasion in a 12-hour period between 6am and 6pm. Under this provision it is agreed between the parties that clause 33 (b) Broken Shifts, of the CHS Award will not apply.

Provided that, where there is a break between episodes of work of one hour or less, the duration of that break will be treated as paid time worked.

Provided that an employee shall be provided with a minimum of two hours of employment or pay on each occasion they are required to attend work unless otherwise initiated by an employee and mutually agreed by the employee and the employer and the Unions. Such occurrences would be the exception in work practices and would only be considered in special circumstances.

Employees may be required to provide care on an extended care activities basis.



6. EXTENDED CARE ACTIVITIES

- (i) **Extended Care Activities** could include, but is not limited to, recreational, cultural, sporting, social, extended family contact and intrastate travel or similar activity and could typically involve overnight or over-weekend activity.
- (ii) These activities would normally be pre-planned, and would not evolve from an extension of normal daily support work activities.
- (iii) Work in accordance with this provision applies where a child or young person requires care and/or directed activities over a period in excess of twelve (12) hours.
- (iv) All hours of work including sleeping time to be paid at normal time.

7. Meals on Duty

Employees shall at their discretion be either reimbursed for all reasonable meal costs or paid the appropriate meal allowance provided for under sub-Clause 11(f) of the CHS Award whenever they are required to take a meal or eat out with clients in their care.

8. Allocation of Work

Allocation of work will be based on a fair and reasonable distribution between eligible employees. However, the allocation will take into account skills required and special needs of the client(s).

9. Cancellation of Work

If work is cancelled by the employer with less than twelve (12) hours notice the employee affected shall, unless otherwise nominated by the employee, be required to attend work and be paid a minimum of two (2) hours work at the employee's normal salary rate.



10. Enterprise Flexibility Arrangements

- (i) Notwithstanding anything contained in this Agreement, but subject to the provisions of this clause, the employer, the Unions and/or individual employees may enter into discussions to initiate enterprise flexibility arrangements.
- (ii) These discussions shall be subject to the following requirements;
 - As part of these discussions employees shall be advised that participation in any such arrangements is voluntary and no pressure shall be brought to bear to force employees to enter any such arrangements.
 - The majority of employees affected by the change must genuinely agree to the change;
 - The Unions shall be advised of any proposal to negotiate an Enterprise Flexibility Arrangement prior to the commencement of negotiations.
 - The Unions shall not unreasonably oppose any discussions and/or outcome;
 - The new arrangements shall be confirmed in writing and a copy forwarded to the Union/s.

11. GRIEVANCE PROCEDURE

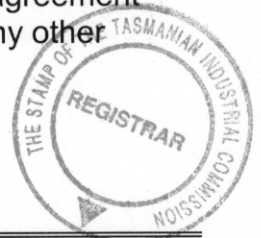
Where a grievance or dispute arises in relation to the application of this agreement, Clause 19 – Grievance and Dispute Settlement Procedure of the CHS Award applies.

12. REVIEW PROVISION

It is agreed that the parties meet no later than one month prior to the expiration of the Agreement to conduct a review of the impact of these provisions on the employees and Child and Family Services, and if agreed, develop a variation and/or extension to the Agreement.

13. AGREEMENT NOT TO BE USED AS A PRECEDENT

The provisions of any other agreement shall not be used in any way to affect the interpretation or operation of this Agreement. This Agreement is an agreement covering Support Workers and is not to be used as a precedent in any other industrial agreement.



14. SIGNATORIES

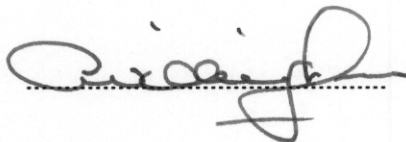
Agent for and on behalf of the Minister Administering the *State Service Act 2000*

Name

Signature

Date

CLIVE WILLINGHAM



22.12.03

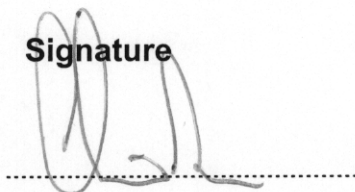
Agent for and on behalf of the Health Services Union of Australia, Tasmania No. 1 Branch

Name

Signature

Date

CHRIS BROOK



9/12/2003

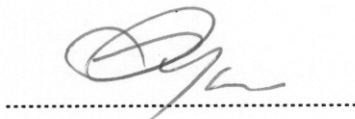
Agent for and on behalf of the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Name

Signature

Date

Tom Lynch



9 DECEMBER 2003

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

