

23 NOV 2009



**DEPARTMENT OF HEALTH AND HUMAN
SERVICES**

**DISABILITY, CHILD, YOUTH AND FAMILY
SERVICES**

SUPPORT WORKERS

AGREEMENT 2009



1. TITLE

This agreement shall be known as the Department of Health and Human Services Support Workers Agreement 2009.

2. ARRANGEMENT

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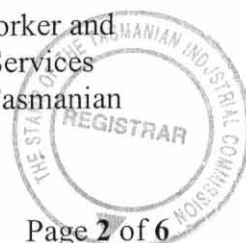
3. APPLICATION

This agreement shall apply to all staff employed under the provisions of the Health and Human Services (Tasmanian State Service) Award hereinafter referred to (the Award) who are undertaking Support Workers duties in Disability Child Youth and Family Services.

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 as a Support Worker and undertaking duties in Disability Child Youth and Family Services under the provisions of the Health and Human Services (Tasmanian



State Service) Award irrespective of whether they are members of a registered organisation or not.

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 or until replaced by a further agreement.

6. RELATIONSHIP TO THE AWARD

Unless otherwise provided for in the agreement the employees subject to this agreement are employed pursuant to the Health and Human Services (Tasmanian State Service) Award. Where any inconsistency between the award and this agreement this agreement shall prevail to the extent of the inconsistency.

7. TERMS OF THIS AGREEMENT

- (a) A Support Worker is employed as a day worker with ordinary hours of work of up to 38 hours per week to be worked five days, Monday to Friday inclusive; and unless required to attend work at other times as provided for in subclause 7(b), the nominal times of work shall be in continuous periods of seven hours 36 minutes per day respectively between the hours of 7.00 am and 5.30 pm except for a meal break of no more than one hour.
- (b) The spread of hours shall be from 7am to 7pm and an employee may be required to attend work on more than one occasion within these hours but no employee shall be required to work more than 9 hours in any one day or 152 hours in any two consecutive pay periods. Under this provision the parties agree that Part V111, 1 (b) of the Award shall not apply, **provided that**, where there is a break of one hour or less between episodes of work, the duration of that break will be treated as paid time work.
- (c) Where a Support Worker's ordinary hours of work exceed 9 hours in a day, not including hours to be Extended Care Activities (as defined in Clause 8 of this Agreement) any additional hours will be paid at the appropriate overtime rates for work performed. Work prior to 7.00am and after 7.00pm shall be paid at the appropriate overtime rates.
- (d) Where a Support Worker's works in excess of 152 hours of work over two consecutive pay periods, not including hours considered to be Extended Care Activities (as defined in Clause 8 of this Agreement) such hours will be paid at the appropriate overtime rates. **Provided further**, that where an employee is required by the employer to attend work outside their normal work hours they will be provided with a

minimum of two hours of employment or pay on each occasion they are required to attend work. Such occurrences would be the exception in work practices and would only be considered in special circumstances.

8. EXTENDED CARE ACTIVITIES

- (a) A Support Worker may be required to undertake extended care activities which could include, but are not limited to, recreational, cultural, sporting, social, extended family contact and inter and intra state travel or similar activities and could typically involve overnight or over weekend activities.
- (b) These activities would normally be pre-planned and would not evolve from an extension of normal daily support work activities.
- (c) 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.
- (d) All hours of work including sleeping time to be paid at ordinary time.

9 MEALS ON DUTY

- (a) Employees shall at their discretion be either reimbursed for all reasonable meal costs or paid the appropriate meal allowance provided for under Part V, 2 (d) of the Award whenever they are required to take a meal or eat out with clients in their care.
- (b) An employee who is directed to work during their recognised meal break is, for all work performed during such period and thereafter until a meal break is allowed, to be paid at the rate of double that employee's normal salary rate.

10. GRIEVANCE PROCEDURE

Where a grievance or dispute arises in relation to the application of this Agreement, Part XII – Consultation And Change: Grievance And Dispute Resolution, Clause 3 - Grievance And Dispute Settlement Procedure of the Health and Human Services (Tasmanian State Service) Award shall apply.

11. REVIEW PROVISIONS

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



- (i) 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 reforms and the impact on the conditions and working arrangements for Support Workers.
- (ii) Negotiations of a single longer term Agreement for employees providing services to a common client group within Children and Family Services and the potential for the duties of these roles to be amalgamated into common employment designations.
- (iii) The negotiations will occur in the context of evolving appropriate organisation structures and work processes to facilitate effective delivery models, and will include:
 - Development of appropriate Statement of Duties, job definitions and classifications for the employment designations covered by the proposed Agreement, and
 - Appropriate employment conditions and working arrangements.
- (iv) The parties commit to finalising the negotiations to resolve all outstanding issues within 12 months of the registration of this Agreement.

12 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.



Signatories

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

Name: Frank Ogle, Director, Public Sector Management Office

Signature

FOgle 20/11/09

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

Name: Tom Lynch, General Secretary

Signature:

[Signature] 17/11/09

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

Name: Chris Brown, Secretary

Signature:

[Signature]

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

