

**Department of Health and Human Services**



**Mental Health Services North West Crisis Assessment Team 10  
Hour Shift Arrangements 2012**



Between the

**Minister Administering the *State Service Act 2000***

And the

**Health Services Union, Tasmania No. 1 Branch**

And the

**Australian Nursing Federation, Tasmanian Branch**



*M*  
9/10/11

## 1. TITLE

This Agreement is the Department of Health and Human Services Mental Health Services NW Crisis Assessment Team Shift Arrangements Agreement 2012.

## 2. SCOPE

This agreement is between the Minister Administering the *State Service Act 2000*, and the Australian Nursing Federation, Tasmanian Branch and the Health Services Union, Tasmania No. 1 Branch.

## 3. APPLICATION

This Agreement is to apply to all employees engaged pursuant to the provisions of the State Service Act 2000 and appointed to duties in the Mental Health Services North West Crisis Assessment Team ('employees'), including:

1. Allied Health Professionals employed under the Allied Health Professionals (Tasmanian State Service ) Agreement 2012 and the Health and Human Services (Tasmanian State Service) Award as varied from time to time, and;
2. Nurses employed under the Nurses (Public Sector) Award 2005 and Nurses and Midwives Heads of Agreement 2010 as varied from time to time.

## 4. ARRANGEMENT

1. Title
2. Scope
3. Application
4. Arrangement
5. Relationship to Relevant Award
6. Definitions
7. Date and Period of Operation
8. Terms of this Agreement
  - (a) Shift Work
    - (i) Day Shift and Afternoon Shift
    - (ii) Hours
  - (b) Roster Arrangement
9. Disputes Procedure
10. Signatories



## 5. RELATIONSHIP TO THE RELEVANT AWARD

This Agreement is to be read and applied in conjunction with Allied Health Professionals (Tasmanian Public Sector) Industrial Agreement 2010 and the Health and Human Services (Tasmanian State Service) Award and Nurses (Tasmanian State Service) Award 2012 and Nurses and Midwives Heads of Agreement 2010 as varied from time to time and where there is any inconsistency the provisions of this Agreement is to prevail to the extent of the extent of the inconsistency.

## 6. DATE AND PERIOD OF OPERATION

This Agreement is to commence operation from the first full pay period on or after the date of registration and will remain in force until 30 November 2014.

## 7. DEFINITIONS

‘Afternoon Shift’ means a shift commencing at 1130 hours and finishing at 2200 hours.

‘Allied Health Professional Employee’ means a permanent or fixed-term employee appointed pursuant to s37(a) or (b) respectively of the *State Service Act 2000* as an Allied Health Professional pursuant to the provisions of the Allied Health Professionals Agreement 2010 and the Health and Human Services (Tasmanian State Service) Award as varied from time to time.

‘Morning Shift’ means a shift commencing at 0730 hours and finishing at 1800 hours.

‘Nursing Employee’ means a permanent or fixed-term employee appointed pursuant to s37(a) or (b) respectively of the *State Service Act 2000* as a Nurse pursuant to the provisions of the Nurses and Midwives Heads of Agreement 2010 as varied from time to time.

‘Ordinary Hours of Work’ means the hours of work rostered within the definitions of ‘Morning Shift’ and ‘Afternoon Shift’.

## 8. TERMS OF THIS AGREEMENT

### (a) *Shift Work*

#### (i) Morning Shift and Afternoon Shift

An employee, other than a registered Nurse Grade 8 or 9 whilst working afternoon shift is to be paid 15% more that the ordinary hourly rate of pay. All other provisions as contained in the relevant awards pertaining to shift workers are to continue to have application.

#### (ii) Hours

An employee’s ordinary hours of work will be 10 hours per shift exclusive of unpaid meal breaks.





**(b) Roster Arrangement**

Where an employee's ordinary hours of work have been extended to 10 hours in accordance with subclause (a)(ii) of this clause, the roster arrangements are to be as follows;

- morning shift shall commence at 0730 hours and shall finish at 1800
- afternoon shift shall commence at 1130 and finish at 2200 hours

Starting and finishing times may be varied through a consultative process.

**9. DISPUTES PROCEDURE**

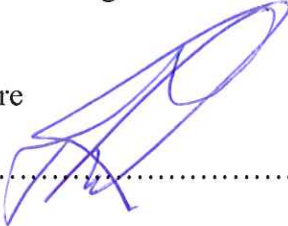
- (a) When a possible dispute or grievance arises the employee(s) should in the first instance discuss the issue(s) with their immediate supervisor.
- (b) The employee(s) may choose to be represented or assisted with the issue(s) by a workplace union delegate or by another person.
- (c) Should discussions fail to resolve the grievance /dispute, the issue(s) may be referred to the appropriate union (if applicable) and to management representatives.
- (d) If the issue(s) remains unresolved, either party may refer the dispute /grievance to the Tasmanian Industrial Commission for conciliation /arbitration and settlement.
- (e) Whilst a dispute/grievance is being dealt with through this process the status quo will remain and work will continue without disruption.
- (f) However where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where an employee's imminent safety is at risk.
- (g) Further the operation of this clause does not remove or lesson the right of an employee to seek redress through the provisions of the *State Service Act 2000* or any other applicable legislation.



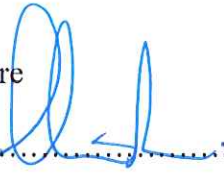
9/10/11

# SIGNATORIES TO THE AGREEMENT


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

Name	Signature	Date
Philip Baker		20.12.2012.
.....	.....	.....

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

Name	Signature	Date
Chris Bowd		23/10/12.
.....	.....	.....

Agent for and on behalf of the Australian Nursing Federation

Name	Signature	Date
Neroli Ellis		9 October 2012

Branch Secretary

This Agreement is registered pursuant to Section 55(1) of the industrial Relations Act 1984.

