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# Department of Health and Human Services' Public and Environmental Health Services Staff On Call and Call Back Agreement 2012

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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 On Call and Call Back Agreement 2012.

### 2. PARTIES BOUND

This agreement is between the Minister administering the State Service Act 2000; the Health Services Union of Australia, Tasmania No1 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 2015.

### 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), Regional Environmental Health Officer (North) and the Manager - Tasmanian Shellfish Quality Assurance Program in the Department of Health and Human Services hereafter referred to as 'the employees'.



### 5. RELATIONSHIP TO OTHER AGREEMENTS AND AWARDS

This Agreement replaces the Department of Health and Human Services' Public and Environmental Health Services Staff On Call and Call Back Agreement 2000. This agreement prevails to the extent of any inconsistency over the Health and Human Services (Tasmanian State Service) Award and the Allied Health Professionals (Tasmanian Public Sector) Industrial Agreement 2010 or subsequent agreement during the life of the Agreement to the nominated employees.

### 6. TERMS OF THIS AGREEMENT

### (a) On Call

Employees referred to in this Agreement are rostered to remain on call (that is on call for duty but allowed to leave their place of employment) at the completion of their ordinary hours of work.

Employees referred to in Clause 4 above will provide an on call and call back service at the completion of their ordinary hours of work.

In recognition of the willingness of these employees to provide an on call service, they will be granted 38 hours time off in lieu (toil) per year in lieu of an on call allowance on and from the calendar date of this Agreement, or the existing leave anniversary date of employee's already in receipt of this leave. Toil is to be utilised within the same year as accrued.

### (b) Call Back

In recognition of the employees providing a call back service they are to be paid a 5% allowance. This allowance is to be paid on the current salary which is the salary applicable for the classification of those employees referred to in Clause 4 of this Agreement.

This allowance is in lieu of any payments prescribed in the Health and Human Services (Tasmanian Public Sector) Award or Clause 17 and 18 of the Allied Health Professionals (Tasmanian Public Sector) Industrial Agreement 2010.

### (c) Government Vehicle

In accordance with the DHHS Government Vehicle Policy a Government plated vehicle may continue to be used to and from work or to and from work incidents or whilst providing an on call and call back service.

### 7. WORKLOAD ARRANGEMENTS

Management and Employees subject to this Agreement agree that the current workload of employees will be subject to review within six (6) months of signing. The review will include the following:

a. method of reporting and measuring after hours work;

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- b. opportunities to cross skill employees to provide leave cover;
- c. opportunities to reduce manage or limit afterhours work where possible.

### 8. DISPUTE SETTLING PROCEDURE

Dispute settling procedure is to be in accordance with the Grievance and Dispute Settling Procedures of the Allied Health Professionals (Tasmanian State Sector) Industrial Agreement 2010.

# 9. ARRANGEMENTS FOR RELIEF

**10. SIGNATORIES** 

If an Allied Health Professional who is not ordinarily a party to this Agreement is acting for a period of 5 days or longer in any of the positions detailed in Clause of this Agreement then that employee will be subject to the terms and conditions of this Agreement, except for the additional leave entitlements contained within clause 6(a). The additional 5 percent allowance detailed in clause 6(b) will be in lieu of normal AHP on call or recall allowances for that period working within the role.

# SIGNED FOR AND ON BEHALF OF Minister administering the State Service Act 2000 Date: 20. (1, 2012. SIGNED FOR AND ON BEHALF OF Health Services Union of Australia, Tasmania No.1 Branch Date: 27/11/2012 SIGNED FOR AND ON BEHALF OF Community & Public Sector Union (State Public Services Federation Tasmania) Inc. Date: 27/11/2

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

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