Information Circular

Enquiries to: Health Industrial Relations Service IC number: IC: 0209/14
Phone number: 9222 6484 Date: 20 November 2014
Supersedes: File No: F-AA-09479/03

Subject: 12 HOUR SHIFT FLEXIBILITY AGREEMENTS FOR REGISTERED NURSES AND MIDWIVES

Clause 8 – Agreement Flexibility and Clause 26 – Flexibility in Hours and Rostering of the WA Health – Australian Nursing Federation – Registered Nurses, Midwives, Enrolled (Mental Health) and Enrolled (Mothercraft) Nurses Industrial Agreement 2013 (Agreement) conditionally provides for implementation of 12 hour shift roster arrangements.

The template at Attachment A has been developed by the Department and the Australian Nursing Federation WA for use as a starting point where a 12 hour roster arrangement is being considered.

The Health Industrial Relations Service will facilitate the development, consultation, implementation, review and renewal of a flexibility agreement.

Any queries regarding this circular can be sent to industrial.relations@health.wa.gov.au.

Marshall Warner
DIRECTOR
HEALTH INDUSTRIAL RELATIONS SERVICE

This information is available in alternative formats for a person with a disability.
1. TITLE

This Agreement will be known as the [Hospital/health service/area - amend as appropriate] Registered Nurses/Midwives [delete as appropriate] 12 Hour Roster Agreement 20xx (Agreement). [e.g. Fremantle Hospital Intensive Care Unit Registered Nurses 12 Hour Shift Agreement 2014]

2. APPLICATION

2.1 This Agreement is made pursuant to Clause 8 – Agreement Flexibility and Clause 26 – Flexibility in Hours and Rostering of the WA Health – Australian Nursing Federation – Registered Nurses, Midwives, Enrolled (Mental Health) and Enrolled (Mothercraft) Nurses Industrial Agreement 2013 (Industrial Agreement).

2.2 This Agreement does not replace the Industrial Agreement provided that to the extent of any inconsistency, this Agreement will override the Industrial Agreement.

2.3 This Agreement specifies the arrangements that will apply to Registered Nurses/Midwives [delete as appropriate] (Employees) employed to work a minimum of 2 [amend as appropriate] shifts per fortnight, on [insert ward/unit/area] at [insert Hospital/Area] and who agree to work a roster incorporating 12 hour shifts.

2.4 12 hour shifts are voluntary and employees will not be forced to work 12 hour shifts, provided that participation is limited to [insert ward/unit/area] employees, and excludes those employees working less than 2 [amend as appropriate] shifts per fortnight. [If full participation is required to ensure a roster remains viable the voluntary component may be varied]

2.5 Subject to subclause 2.4, employees will elect whether they wish to work a 12 hour shift arrangement in accordance with this Agreement. An application must be forwarded to the [insert Manager title] in writing. [If full participation is required to ensure a roster remains viable this election may be deleted]

2.6 All new employees will be advised of the 12 hour shift arrangement, that employment within [insert ward/unit/area] is not dependent upon working the 12 hour roster, and the option to work other shifts. [delete as appropriate]

2.7 Commencement on the 12 hour shift arrangement can only occur from the first day of a roster cycle. [Note: the roster cycle for this purpose should equate to the settlement period]

2.8 This Agreement will commence from the first pay period on or after it has been signed by the parties and will remain in force whilst the Industrial Agreement pursuant to which it was made continues to apply, providing that:

(a) The parties may agree in writing to amend or replace this Agreement during the life of the Industrial Agreement.

(b) Either party may elect to withdraw from this Agreement by giving 28 days notice, in writing, to the other party.

(c) Where the employees employed under this Agreement seek to withdraw, a majority must agree to withdraw, in writing, prior to the notice period coming into effect. [If full participation is required delete as appropriate]

(d) Where an individual employee seeks to withdraw, they must provide 4 weeks’ notice in writing to [insert Manager title].

Page 1 of 5
(e) All new employees to [insert ward/unit/area] will commence on the standard roster arrangement, for a period of no less than x weeks, to facilitate orientation to the area/unit. [Optional provision – deletes or amends as appropriate]

2.9 If the majority [If full participation is required delete as appropriate] of employees withdraw from this Agreement, the previous rostering arrangements will resume or an alternative roster will be developed in consultation with the employees by the [insert Manager title] in accordance with operational requirements.

2.10 An employee may be required to revert to the standard roster arrangement with 28 days’ notice to facilitate access to professional development, address skill mix issues, or to enable appropriate performance management. In extenuating circumstances this notice period may be reduced to not less than 14 days.

2.11 The minimum level of participation to maintain the 12 hour roster is x FTE. [Optional provision delete or adjust as appropriate]

3. HOURS OF DUTY

3.1 Full time employees will be rostered to work an average of 80 hours per fortnight and paid 76 hours per fortnight with 4 hours accruing towards an accrued days off (ADOs).

3.2 Full time employees accruing ADOs will work 20 shifts over 6 weeks (80 hours per fortnight = 240 hours per 6 weeks.) [Note: The roster pattern and settlement period may be varied to ensure the viability of a roster, however in all circumstances a full-time employee must be paid 76 hours per fortnight regardless of the hours worked.]

3.3 A combination of 6, 8, 10 and 12 hour shifts may be worked. [Optional Provision - delete or adjust as appropriate]

[Other Optional Provisions – examples:]

In order for contracted hours to be worked in any fortnightly period employees who agree to work 12 hour shifts may be required to work a combination of shift lengths, including short shifts of no less than 6 hours duration. [adjust as appropriate]

Maintenance of Contracted Hours

All employees will have their hours of work protected and must be given the opportunity to make up their contracted hours. Any employee wishing to reduce/increase their hours may do so through agreement with the [insert Manager title].

Employees who have voluntarily reduced/increased their hours and who wish to return to their original hours may do so by forwarding a written request to the [insert Manager title].

3.4 Casual employees and part time employees will be paid for hours of work according to the roster.

3.5 Working arrangements will include the following starting and finishing times: [adjust as appropriate – example]:

(a) Day Duty 0700 – 1930 hours.
(b) Night Duty 1900 – 0730 hours.

3.6 The minimum rostered break between 12 hour shifts will be 11.5 hours.
3.7 The following meal and refreshment breaks will apply to employees working 12 hour shifts:

(a) All employees will be given two 30 minute meal breaks, one of which will be counted as time worked. One meal break is to be taken in each half of the 12 hour shift, allowing for patient safety and employee preference.

(b) All employees will be given two paid 10 minute refreshment breaks one of which is to be taken in each half of the 12 hour shift.

(c) Meal breaks/refreshment breaks must be taken during the shift and cannot be accrued so that an employee can leave early.

3.8 A part time employee may be rostered to work for more than 38 hours in any one week of a roster without incurring overtime providing their contractual hours are acquitted over the settlement period. [Optional Provision based on roster configuration - delete or adjust as appropriate]

4. ROSTER GUIDELINES

4.1 The roster must provide the following unless agreed in writing between the employer and the employee: [Note: an example of the roster configuration should be included as an appendix]

(a) Shifts should not be compacted to produce excessively long breaks and meal/refreshment breaks should not be taken at the end of a shift so that the employee can leave early.

(b) There are to be no more than 5 shifts over a 7 day period of which no more than 4 shifts should be consecutive.

(c) There will not be a mix of days and nights in the same week of the roster. [or] There may be a mix of days and nights in the same week of the roster. [amend as appropriate]

(d) Permanent night shift employees may continue to work permanent night shifts as per the Industrial Agreement. [Optional provision - delete as appropriate]

5. OVERTIME

An employee will not be required to perform overtime immediately preceding or following a 12 hour shift.

6. PAYMENT OF SALARIES

6.1 Penalty rates for 12 hour shifts Monday to Friday will be paid as follows: [adjust as appropriate and illustrate the payment regime for each shift]

(a) Day Duty (0700 – 1930):

0700 – 1300 = 0%; and

1300 – 1930 = 15%.

(b) Night Duty (1900 – 0730):

1900 – 0730 = 35%.
6.2 The shift penalty configuration is subject to the shift penalty costs not being greater than the cost of operating the [insert ward/unit/area] shift roster which was in place prior to the introduction of 12 hour shifts.

6.3 The employer reserves the right to review the shift penalty configuration, in the event that the shift penalty costs exceed the cost of operating an 8 and 10 hour shift roster providing equivalent levels of employment.

7. LEAVE

7.1 Annual Leave

All annual leave taken will reduce the annual leave accrual by the number of hours taken.

7.2 Personal Leave

All personal leave taken will reduce the personal leave accrual by the number of hours taken.

7.3 Public Holidays

For the purposes of this Agreement “a day” of public holiday leave taken as provided for by the Industrial Agreement is 7.6 hours.

8. WARD ROTATION AND ALLOCATION [Optional provision - Delete or adjust as appropriate]

8.1 An employee working a 12 hour shift roster will participate in ward rotation in accordance with the employer’s policy.

8.2 An employee working a 12 hour shift roster will rotate to a ward when it is their turn to do so. The ward rotation on day shift will be for a maximum of 8 hours and for a maximum of 10 hours on a night shift. The ward rotation will be for the duration of the relief shift only.

8.3 The ward relief allocations of a 12 hour shift employee ward rotation will be:

(a) Morning ward relief – 0700 to 1330 (including an unpaid 30 minute meal break); and
(b) Night ward relief – 2100 to 0730 (including two 30 minute meal breaks, one of which will be counted as time worked).

8.4 The [insert Manager title] may require an employee to change patient allocation during a shift or to change areas/roles.

8.5 An employee may request a change of patient allocation or role/area of work after 6 hours of duty. All reasonable efforts will be made to accommodate such a request.

9. EDUCATION

9.1 Education and training will be provided in accordance with the employer’s policy and the Industrial Agreement.

9.2 If an employee attends a training day of 8 hours duration, the employee will be paid for those hours. The remainder of the contracted hours (if 12 hour shifts) can be made up by the employee by their choice of either attending the [insert ward/unit/area] prior to and after the training day or by taking annual leave, TOIL or ADOs.
9.3 A full time employee will not be rostered over their contracted hours to attend education sessions.

9.4 Part time employees can attend and accrue more than their contracted hours, excluding overtime, or only attend for their contracted hours. This is to be negotiated and agreed with [insert Manager title].

9.5 Wherever practicable, education will be provided within the roster as part of the shift hours.

10. ROSTER REVIEW COMMITTEE

10.1 The [insert ward/unit/area] Roster Review Committee (Committee) will monitor and evaluate the effectiveness of this Agreement on an ongoing basis.

10.2 The Committee will consist of [insert ward/unit/area] employee representatives (being one working 8 hour shifts and one working 12 hour shifts), an employer representative, an ANF representative, a Human Resources representative, a Safety and Health Representative and the Nursing Director [insert ward/unit/area]; or their nominated proxy.

11. SIGNATORIES

__________________________________________
Marshall Warner
DIRECTOR
HEALTH INDUSTRIAL RELATIONS SERVICE

[xx/xx/20xx]

__________________________________________
Mark Olson
SECRETARY
AUSTRALIAN NURSING FEDERATION
INDUSTRIAL UNION OF WORKERS PERTH

[xx/xx/20xx]