

1. TITLE

This Agreement shall be known as the Western Health (WH) 12-Hour Shift Agreement 2021 in response to COVID-19

2. ARRANGEMENT

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3. DEFINITIONS

- (a) 'ANMF' means Australian Nursing and Midwifery Federation (Victorian Branch);
- (b) 'Agreement' means the Western Health 12-Hour Shift Agreement;
- (c) 'EA' means Nurses and Midwives (Victorian Public Health Sector) (Single Interest Employers) Enterprise Agreement 2016-2020, or successor agreement;
- (d) 'Employee' means a person as defined in Clause 4 of the EA employed by St Vincent's Public Hospital;
- (e) 'Employer' or 'Health Service' means Western Health (WH);
- (f) 'Management' means the management of WH;
- (g) 'Monitoring Committee' means persons accepted by the ANMF and management to monitor and/or review 12-hour shifts;
- (h) 12-Hour Shift Unit means a ward or unit at WH that is implementing a 12-hour shift arrangement;
- (i) 'Unit Manager' (however titled) means a registered nurse or registered midwife who is appointed as such in charge of a 12-Hour Shift Unit;
- (j) 'Registered Nurse' means a person as defined in Clause 4 of the EA who is employed by WH who is undertaking shifts in a 12-Hour Shift Unit;

- (k) 'Registered Midwife' means a person as defined in Clause 4 of the EA who is employed by WH who is undertaking shifts in a 12-Hour Shift Unit;
- (l) 'Student' means a person undertaking a pre/post registration nursing or midwifery course in an employment model;
- (m) 'SPCA' means the Safe Patient Care (Nurse to Patient and Midwife to Patient Ratios) Act 2015.

4. DATE AND PERIOD OF OPERATION

This Agreement shall operate on and from the day it is approved by the employees at WH and shall remain in place until the COVID-19 pandemic patient demand pressure abates.

5. PARTIES BOUND

This Agreement is binding upon:

- (a) WH in respect of their employees for whom provision is made herein;
- (b) ANMF ; and
- (c) All employees employed in the WH who are members or eligible to be members of the ANMF.

6. INCIDENCE AND APPLICATION

This Agreement applies solely to the employment of employees at WH.

7. RELATIONSHIP TO INDUSTRIAL INSTRUMENTS

- 7.1** This Agreement is to be read in conjunction with the EA. Where there is any inconsistency between this Agreement and the EA the parties agree to implement the terms of this Agreement to the extent of the inconsistency.
- 7.2** The Appendices attached to this Agreement do not form part of this Agreement and are to be read in conjunction with this Agreement and EA.

8. ROSTER ARRANGEMENTS

8.1 Participation in 12-Hour Shift Roster

- 8.1.1** An employee may elect to participate, or not to participate, in the 12-Hour Shift Roster subject to the provisions of this clause. Participation in the 12-Hour Shift Roster is at the sole discretion of the individual employee. Pressure or coercion to participate or not to participate in the 12-Hour Shift Roster is strictly prohibited.
- 8.1.2** An employee who wishes to participate in the 12 Hour Shift Roster shall advise their Unit Manager in writing that they wish to do so. The

employee shall then be entitled to commence working 12-hour shifts in the next roster.

- 8.1.3 An employee may cease working 12-hour shifts by giving written notice to the Unit Manager. A full roster period of notice to cease working 12-hour shifts should be provided to the Unit Manager except in unusual or exceptional circumstances or when the requirement to meet the response to the COVID -19 pandemic abates. If less than a roster period of notice is given, the Unit Manager shall endeavor to accommodate the employee's request, with agreement not to be unreasonably withheld.
- 8.1.4 Any employee ceasing 12-hour shifts shall revert to the EA shift arrangements that applied to that employee immediately prior to that employee commencing 12-hour shifts or to the 'Hours of Work' arrangements set down in Clause 42 of the EA, whichever is applicable at the time the employee ceases working 12-hour shifts. An employee without an alternative shift arrangement to 12-hour shifts, and who ceases working 12-hour shifts, will work a roster consistent with the EA and their contracted hours, subject to the 'Hours of Work' in Clause 42 of the EA.
- 8.1.5 The 12-Hour Shift Roster is appended to this Agreement. The roster shall provide for 8, 10 and 12-hour shifts concurrently.
- 8.1.6 A RUSON or RUSOM, with the agreement of the Unit Manager, who wishes to participate in the 12-Hour Shift Roster shall advise their Unit Manager in writing that they wish to do so and will be rostered a minimum of two 12-hour shifts per week. Additional 12-hour shifts may be accommodated at the RUSON's or RUSOM's request and in accordance with roster needs, or they may opt to work the 8, 8, 10 hours full-time/part-time roster. Full-time students employed by WH shall accrue an ADO.

8.2 Maintenance of Manageable Workloads and Nurse/Patient Ratio.

- 8.2.1 WH shall comply with the *Safe Patient Care (Nurse to Patient and Midwife to Patient Ratios) Act 2015* at all times.
- 8.2.2 To preclude roster gaps and to maintain nurse/patient ratios and continuity of care, the 12-Hour Shift Roster (except in exceptional circumstances) shall ensure that employees hand over to employees working like shift lengths. For example, an employee working a shift shorter than 12 hours will hand over their patients to an employee working a shift shorter than 12 hours, and an employee working a 12-hour shift will hand over to an employee working a 12-hour shift.

8.3 12-Hour Shift Roster

The roster shall comply with this Agreement and be acceptable to employees of WH, the Hospital and ANMF.

8.4 Roster Guidelines

The 12-hour roster must provide for the following:

- (a) No more than three consecutive night shifts;
- (b) No more than three consecutive day shifts;
- (c) No more than three consecutive shifts in a row;
- (d) A minimum rest break of 11.5 hours;
- (e) There shall be no extension of work beyond 12 hours (i.e. no overtime following a 12 hour shift);
- (f) Day shifts shall not commence before 0700 hours;
- (g) There shall be a reasonable distribution of days off between block shifts;
- (h) Shifts shall not be compacted to produce long breaks;
- (i) The roster cycle shall be planned over a period of eight weeks, and
- (j) The roster cycle shall include an allocated ADO for full-time employees.

8.5 Monitor and Review

The WH Monitoring Committee will continue to monitor and review the 12-Hour Shift Roster, commencing from the date of signing of this Agreement. The parties agree the operation of this clause may be reviewed. The WH Monitoring Committee shall consist of:

- (a) The Unit Manager of a 12-hour shift unit;
- (b) Employee representative of a 12-hour shift unit;
- (c) Operations Manager of a 12-hour shift unit;
- (d) WH Director of Nursing;
- (e) WH People and Culture Representatives;
- (f) ANMF Organiser, and
- (g) Local ANMF Job Representative(s).

9. HOURS OF WORK

9.1 Maintenance of Contracted Hours

All employees shall have their hours of work protected and must be given the opportunity to work their contracted hours. An employee wishing to reduce their hours may do so through agreement with the Unit Manager of the 12-hour shift unit. Employees who have voluntarily reduced their hours and who wish to return to their original hours may do so by forwarding a written request to the Unit Manager of a 12-hour shift unit. This request will be accommodated in the next full roster period, unless otherwise agreed.

9.2 Day or Occasion

The ordinary shift length for employees working 12-hour shifts shall equal 12 hours. For example, one days' leave for personal leave, professional development leave and/or study/conference/seminar leave shall mean 12 hours' paid leave.

9.3 Salary Maintenance

Any employee who wishes to maintain their contracted/rostered hours as a minimum and who is not given the opportunity to work their hours over a roster period will be salary maintained. By mutual agreement employees contracted hours will be renegotiated to be divisible by either 8 or 12 hours (10 hours for night duty shifts).

9.4 Adjustment in Hours

Any adjustment required in hours will be adjusted up rather than down unless otherwise requested by the employee.

9.5 Shift Times

Day Duty: 0700-1930 hours
Night Duty: 1900-0730 hours

9.6 Minimum Breaks between Shifts

The minimum rostered break between shifts shall be at least 11.5 hours to facilitate sufficient time for rest and recuperation.

9.7 Meals and Rest Intervals

All employees shall be given three thirty-minute meal intervals. Two of these meal intervals shall be counted as time worked.

OR

All employees shall be given two thirty-minute meal breaks and three rest intervals of:

- A. Ten minutes between the time of commencing work and the first meal break,
- B. Ten minutes between the first meal break and the second meal break and
- C. Ten minutes between the second meal break and the time of ceasing work.

The two thirty minute meal breaks shall be counted as time worked.

9.8 Overtime

Employees shall not work any overtime immediately following an ordinary 12-hour shift except as applicable in 9.10.

9.9 Roster Absences

Any 12-hour roster absences will be replaced by permanent employees, bank staff or agency, in accordance with the EA for replacing unplanned absences, or as applicable in 9.10 to ensure that, as far as is practicable, the entire hours of the shift are replaced.

9.10 Additional Shifts

Except in exceptional circumstances the working of additional shifts by full-time employees participating in the 12-hour roster is not permitted. In exceptional circumstances only, a full time employee may, by agreement between WH management and the employee, work up to one additional shift in any 4 week period to cover for unplanned employee absences, provided always that the roster guidelines are not breached. Any such shift shall be regarded as overtime with all of the overtime provisions of the EA observed and, where relevant, the Excessive Hours provisions of the EA will apply.

9.11 12 Hour ADO Arrangements

Full-time employees accrue one 12 hour ADO for each 6-week period, or by agreement between WH management and the employee, either one 8 hour paid ADO for each 4 week period or one 10 hour ADO for each 5 week period.

10. PAYMENT OF SALARIES

10.1 Ordinary Hours Full time Employees (12 Hours)

Employees shall be rostered to work a total of 240 hours in any 6-week cycle at an average of 36-48 hours a week including one 12 hour ADO in each 6-week period, or one 8 hour ADO in every 4-week period or one 10 hour ADO for each 5-week period.

10.2 Shift Allowances and Payment for Saturday and Sunday Work

Shift allowances and payment for Saturday and Sunday work shall comply with the EA.

10.3 Shift Penalties

Employees working 0700-1930 hours shall be paid the evening shift penalty
Employees working 1900-0730 hours shall be paid the night shift penalty

10.4 Overtime

Work completed in excess of 36 hours per week will attract the regular overtime provisions as set out in the EA.

11. LEAVE PROVISIONS

11.1 Annual leave, personal leave and other leave provisions shall be in accordance with the EA.

11.2 Unfit for Work

In accordance with EA

12. DISPUTE RESOLUTION PROCEDURE

12.1 Any dispute (including grievance) arising under this Agreement shall be dealt with in accordance with the Dispute Resolution Procedure in the EA, as a matter arising under the EA for a 12-Hour Shift Agreement.

12.2 The matter in dispute will first be referred to the Monitoring Committee to attempt to resolve the dispute, or dealt with in accordance with the terms for the discussion of dispute at workplace level in the EA.

12.3 The Monitoring Committee may deal with the dispute directly.

12.4 Where a dispute is unable to be resolved at the Monitoring Committee level, the matter shall be further discussed by appropriate representatives of the Health Service and parties to this Agreement. A party to the dispute may choose to be represented at any stage by a representative, including a Union or employer organisation.

12.5 If the dispute is still unresolved, the matter shall continue to be dealt with in accordance with the dispute resolution procedures in the EA. At this stage the employer's representative may be advised and shall be present at the request of either party.

12.6 The above steps in sub-clauses 12.2 to 12.5 shall take place within seven days or such longer period as may be mutually agreed.

12.7 While the steps outlined at points 12.2 to 12.6 take place, work shall continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.

13 VARIATION OF AGREEMENT

13.1 This Agreement, and any proposed variation to it, shall be treated as a non-complying proposal in accordance with the EA.

13.2 Such variation must be in writing and agreed to by WH and ANMF.

Signatories:

Signature:.....

Signature:.....

Date:.....

Date:.....

Shane Crowe
Executive Director Nursing & Midwifery

Lisa Fitzpatrick
Branch Secretary

For and on behalf of Western Health

For and on behalf of the
ANMF (VIC BRANCH)

Australian Nursing and Midwifery Federation (Victorian Branch) Policy Statement – 12 Hour Shifts

NOMINATION FORM

Dear employee,

A 12-hour roster in conjunction with the current roster is being proposed for Ward _____

If you intend to nominate for this trial (for the period until the COVID-19 pandemic surge abates), then please complete the details below and return to your Unit Manager by _____ / _____ / 2021.

If you have any questions in regard to the trial, please contact me.

Regards,

Unit Manager

I, _____ nominate for the 12-hour roster trial in
_____ commencing _____ / _____ / 2021.

Current hours per week: _____

Requested hours per weeks (if different to accommodate 12 hour roster): _____

Please note:.. any change to EFT will need to be discussed and negotiated with your Unit Manager.