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## **12 HOUR SHIFT FLEXIBILITY AGREEMENTS FOR REGISTERED NURSES AND MIDWIVES**

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### **1. SCOPE**

The purpose of this document is to provide guidance on the development of 12 hour shift flexibility agreements for employees engaged pursuant to the WA Health System – Australian Nursing Federation – Registered Nurses, Midwives, Enrolled (Mental Health) and Enrolled (Mothercraft) Nurses – Industrial Agreement 2018 (**Agreement**).

### **2. GUIDELINES**

Clauses 9 and 28 of the Agreement conditionally provide for implementation of 12 hour shift flexibility agreements for employees engaged pursuant to the Agreement.

A template 12 hour shift flexibility agreement, developed by the Department of Health and the Australian Nursing Federation Industrial Union of Workers Perth, is provided at **Attachment A**.

Health service provider's industrial relations team will facilitate the development, consultation, implementation, review and renewal of 12 hour shift flexibility agreements for Registered Nurses and Midwives engaged pursuant to the Agreement.

This document supersedes *IC 0209/14*.

Enquiries relating to 12 hour shift agreements may be directed to the health service provider's industrial relations team.

**[Hospital/Health Service/Area] Registered Nurses and Midwives 12 Hour Shift Flexibility Agreement [20XX]**

**1. TITLE**

- 1.1 This 12 hour shift flexibility agreement will be known as the **[[Hospital/Health Service/Area] [Registered Nurses/Midwives] 12 Hour Shift Agreement [20XX]] (Agreement)**.

*[Example: Fremantle Hospital Intensive Care Unit Registered Nurses 12 Hour Shift Agreement 2014]*

**2. APPLICATION**

- 2.1 This Agreement is made pursuant to clause 9 – Agreement Flexibility and clause 28 – Flexibility in Hours and Rostering of the WA Health System – Australian Nursing Federation – Registered Nurses, Midwives, Enrolled (Mental Health) and Enrolled (Mothercraft) Nurses – Industrial Agreement 2018 (**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] (Employees)** employed to work a minimum of **[number of shifts]** shifts per fortnight, on **[ward/unit/area]** at **[hospital/area]** and who agree to work a roster incorporating 12 hour shifts.

- 2.4 12 hour shift arrangements are voluntary and Employees will not be forced to work 12 hour shifts, provided that participation is limited to **[ward/unit/area]** Employees, and excludes those Employees working less than **[number of shifts]** shifts per fortnight.

*[Note: If full participation is required to ensure a roster remains viable the voluntary component may be varied.]*

- 2.5 Subject to subclause 2.4 of this Agreement, 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 **[relevant delegated authority (i.e. Manager)]** in writing.

*[Note: 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 **[ward/unit/area]** is not dependent upon working the 12 hour roster, and be given the option to work other shifts.

*[Note: If full participation is required to ensure a roster remains viable this election may be deleted.]*

- 2.7 Commencement of 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 while 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.

*[Note: If full participation is required, delete as appropriate.]*

- (d) Where an individual Employee seeks to withdraw from the Agreement, they must provide 4 weeks notice in writing to **[relevant delegated authority (i.e. Manager)]**.
- (e) All new Employees to **[ward/unit/area]** will commence on the standard roster arrangement, for a period of no less than **[number of weeks]** weeks, to facilitate orientation to the **[ward/unit/area]**.

*[Note: Optional provision to be deleted or amended as appropriate.]*

- 2.9 If the majority 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 **[relevant delegated authority (i.e. Manager)]** in accordance with operational requirements.

*[Note: If full participation is required, delete as appropriate.]*

- 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 **[FTE]** FTE.

*[Note: Optional provision to be deleted or amended 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 day off (**ADO**).
- 3.2 Full time Employees accruing ADOs will work 20 shifts over 6 weeks (80 hours per fortnight equating to 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: Delete or amend as appropriate.]*

*[Optional examples: Other optional example provisions provided below, to be deleted or amended as appropriate.]*

*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. [Statement to be adjusted 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 vary their hours may do so through agreement with the *[relevant delegated authority (i.e. Manager)]*.

Employees who have voluntarily varied their hours and who wish to return to their original hours may do so by forwarding a written request to the *[relevant delegated authority (i.e. Manager)]*.

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:

*[Example: Examples provided below to be amended as appropriate.]*

- (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 and 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 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: Based on roster configuration, delete or amend provision as appropriate.]*

#### 4. ROSTER GUIDELINES

4.1 The roster must provide the following unless agreed in writing between the employer and the Employee:

- (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 five shifts over a seven day period, of which no more than four shifts should be consecutive.

*[Either of the below to be amended as required.]*

- (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.

- (d) Permanent night shift Employees may continue to work permanent night shifts as per the Industrial Agreement. *[Note: Optional provision to be deleted or amended as appropriate.]*

*[Note: An example of the roster configuration should be included as an appendix to this Agreement.]*

## 5. OVERTIME

- 5.1 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:  
*[Example: The below examples are to be adjusted as appropriate to illustrate the applicable payment regime for each shift.]*
- (a) Day duty (0700 – 1930):
    - (i) 0700 – 1300 = 0%; and
    - (ii) 1300 – 1930 = 15%.
  - (b) Night duty (1900 – 0730):
    - (i) 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 [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 All annual leave taken will reduce the annual leave accrual by the number of hours taken.
- 7.2 All personal leave taken will reduce the personal leave accrual by the number of hours taken.
- 7.3 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: Delete or amend below provisions as appropriate.]*

- 8.1 An Employee working a 12 hour shift roster will participate in ward rotations 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 of 0700 to 1330 (including one unpaid 30 minute meal break); and
  - (b) night ward relief of 2100 to 0730 (including two 30 minute meal breaks, one of which will be counted as time worked).
- 8.4 The [relevant delegated authority (i.e. Manager)] may require an Employee to change patient allocation during a shift or to change areas or roles.
- 8.5 An Employee may request a change of patient allocation or role or 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 [ward/unit/area] prior to and after the training day or by taking annual leave, time off in lieu 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 [relevant delegated authority (i.e. Manager)].
- 9.5 Wherever practicable, education will be provided within the roster as part of the shift hours.

**10. ROSTER REVIEW COMMITTEE**

- 10.1 The [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 [ward/unit/area] Employee representatives (being one working 8 hour shifts and one working 12 hour shifts), an employer representative, an Australian Nursing Federation Industrial Union of Workers Perth representative, a Human Resources representative, a Safety and Health Representative and the [Nursing Director [ward/unit/area]]; or their nominated proxy.

**11. SIGNATORIES**

\_\_\_\_\_  
[Date]

[Name]  
**DIRECTOR  
INDUSTRIAL RELATIONS**

\_\_\_\_\_  
[Date]

[Name]  
**SECRETARY  
AUSTRALIAN NURSING FEDERATION INDUSTRIAL UNION OF WORKERS PERTH**