

**TASMANIAN FIRE FIGHTING INDUSTRY
EMPLOYEES' INDUSTRIAL AGREEMENT
2014**

Between the

Minister administering the *State Service Act 2000*

and the

United Firefighters Union of Australia Tasmania Branch



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PART A - INTRODUCTION AND ADMINISTRATIVE ARRANGEMENTS

1. TITLE OF AGREEMENT

This agreement is to be known as the *Tasmanian Fire Fighting Industry Employees' Industrial Agreement 2014*.

2. PARTIES TO THE AGREEMENT

The parties to the Agreement are the United Firefighters Union of Australia Tasmania Branch (UFU) and the Minister administering the *State Service Act 2000*.

3. APPLICATION

This Agreement applies to all employees covered by the *Tasmanian Fire Fighting Industry Employees Award* excluding those employees undertaking duties classified as Trainee Fire Equipment Officer, Fire Equipment Officer Level 1, Fire Equipment Officer Level 2, and Senior Fire Equipment Officer.

The terms and conditions of employment of employees undertaking duties classified as Trainee Fire Equipment Officer, Fire Equipment Officer Level 1, Fire Equipment Officer Level 2, and Senior Fire Equipment Officer are contained in a separate industrial agreement made under section 55 of the *Industrial Relations Act 1984*.

4. TERM OF THE AGREEMENT

The Agreement is to take effect from 1 December 2014 and is to conclude on 30 June 2016.

5. DEFINITIONS

a) General Definitions

'Agreement' means the *Tasmanian Fire Fighting Industry Employees' Industrial Agreement 2014*.

'Award' means the *Tasmanian Fire Fighting Industry Employees Award*.

'Classification' means assignment of a specific level or range of salary or status on a scale described in this award.

'Day' means a calendar day.

'Employee' means a person employed under the *State Service Act 2000* (Tas)

'Employer' means the Minister administering the *State Service Act 2000* (Tas)

'Incident' means a fire fighting operation or civil emergency as defined in the *Fire Service Act 1979* (Tas).

'Non-rostered shift employee' means an employee required to work the hours described in Part V, Clause 1 - Hours of Work – of the Award.

'Household' in respect of an employee means any person or persons who usually reside with the employee.

'Immediate family' in respect of an employee includes:

- i) spouse (including a former spouse) of the employee. Spouse means a person who is married and a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

- (1) have a relationship as a couple; and
 - (2) are not married to one another or related by family.
- ii) child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

'Rostered shift employee' means an employee required to work the roster of hours described in Part V, Clause 1 - Hours of Work – of the Award.

'Union' means the United Firefighters Union of Australia Tasmania Branch.

'Unplanned Absence' means leave that is not usually planned or predictable. This includes leave such as personal leave, workers compensation absences, special leave, leave without pay and absence without leave.

6. STATEMENT OF COMMITMENT AND PURPOSE

This Agreement has been negotiated in good faith in order to meet the changing needs of Tasmania Fire Service and its stakeholders and to reflect and recognise the role and responsibilities of persons covered by this Agreement.

The parties are committed to meeting any challenges that from time to time may confront the Service, and to seeking and developing future opportunities which may be of benefit to the Service and the Tasmanian community.

The parties are committed to improving overall levels of productivity and efficiency and elevating the Service to international best practice standards of operation and service delivery. (1997)

7. CODE OF ETHICS

Tasmania Fire Service and employees subject to this Agreement have a duty to meet the community's need for the continuous protection of life, property and the environment from fire and other dangers. This will be achieved through community education to promote fire prevention and fire safety and by rendering assistance at all fires and other emergencies.

The parties will adhere to the following code:

- all duties will be discharged in a highly professional manner;
- every effort will be made to prevent loss, damage or injury occurring to fellow employees and the community;
- employees will strive for professional excellence by continually improving knowledge and skills and encouraging a standard of physical fitness commensurate with the requirements of their duties;
- the parties will promote the development of trust, honesty, mutual respect and motivation within Tasmania Fire Service and continue to reinforce a team relationship between managers and employees; and
- The parties will promote the sharing of relevant information and ideas with the aim of developing an appreciation of the needs of all Tasmania Fire Service stakeholders. (1997)



8. RELATIONSHIP TO AWARDS, PREVIOUS AGREEMENTS, ACTS AND GENERAL ORDERS

This Agreement is to be read in conjunction with the provisions of the Award and the *State Service Act 2000*. Where there is any inconsistency between these instruments, this Agreement is to prevail to the extent of any inconsistency between them.

9. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

The parties agree that grievances and disputes, including any that may arise through the operation of this Agreement, are to be resolved in accordance with the TFS Resolution Procedure. In general, this means that, in the first instance, grievances and disputes are to usually be dealt with at the workplace by an employee and supervisor. Should the grievance then not be resolved, the matter is usually to be dealt with by the appropriate employer and employee representatives. In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue is to be referred to appropriate union and management representatives. If still unresolved, the matter is to be referred to the Tasmanian Industrial Commission. Where a grievance or dispute is being dealt with under this process, normal work is to continue.

This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* or any other relevant legislation.

10. CONSULTATION PROCESS

To generally improve communication and to improve the level of organisational decision-making, the parties agree to consult each other.

The United Firefighters Union and Tasmania Fire Service are to participate in a State Consultative Committee, which is to discuss and seek to resolve industrial issues. Issues may include but are not limited to occupational health and safety, working conditions, pay, staffing, training, equipment, budgeting and finances, changes to legislation, corporate planning, standard operating procedures, job scope and uniforms.

The State Consultative Committee is to have an agreed structure, objectives and performance measures, and may convene working parties to address and resolve specific issues. (1997)

The State Consultative Committee is to meet regularly on at least a quarterly basis. These meetings are to be pre scheduled in advance for the year and union members are to arrange rosters with their supervisor to ensure overtime is not incurred. (2008)

The parties also agree to establish and maintain consultative committees covering Community Fire Safety to generally improve communication and to improve the level of organisational decision-making. The parties also agree to establish and maintain consultative committees in other TFS work areas where required.

The consultative committees are to work to terms of reference developed by the State Consultative Committee and are to discuss and seek to resolve industrial issues. Issues may include but are not limited to occupational health and safety, working conditions, pay, staffing, training, equipment, standard operating procedures, job scope and uniforms.

The committees are to have an agreed structure, objectives and performance measures, and may convene working parties to address and resolve specific issues. (1999)



11. FUTURE NEGOTIATIONS

The parties will commence negotiations on a new agreement three months prior to the expiration of this agreement. The Union will not undertake any industrial action in support of claims for a new agreement before the nominal expiry date of the Agreement.

12. NO EXTRA CLAIMS

The parties to this Agreement undertakes that, for the life of the Agreement, they are not to make any additional claims relating to any matter included in the Agreement, other than to enable discussions to take place on a without prejudice basis on those listed below:

- (a) Minimum staffing levels;
- (b) Uniform and personal protective clothing;
- (c) History of employer superannuation contributions for firefighters and officers; and
- (d) Lateral entry by experienced firefighters.

13. COMMITMENTS

The parties commit that:

- (a) During the life of this Agreement, neither party will take action to vary the *Tasmanian Fire Fighting Industry Employees Award* unless by consent; and
- (b) During the life of this Agreement work will be undertaken to modernise the Award; and
- (c) During the life of this industrial Agreement, work will be undertaken to include Award provisions the parties agree should be included into the next Agreement. During this process, work will take place to consolidate inconsistent provisions and consider any other provisions that may need to be included or removed from the Agreement.





PART B - GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

14. WAGES

Wages will increase as follows, in accordance with Appendix A of this Agreement:

- (i) with effect from the first full pay period commencing on or after 1 December 2014, by 2 per cent.
- (ii) with effect from the first full pay period commencing on or after 1 December 2015, by 2 per cent.

15. REVIEW OF CLASSIFICATIONS AND RELATIVITIES

The parties agree that they will undertake a review of classification descriptions and classification relativities on a without prejudice basis for the following classifications during the life of the agreement:

- a) Firefighter
- b) Station Officer
- c) Senior Station Officer
- d) District Officer
- e) Communications Officer
- f) Supervisor, Firecomm

16. PERSONAL LEAVE

The provisions of this clause apply to permanent and fixed-term employees.

(a) For the purposes of this clause:

- (i) an *occasion* means any complete period of work be that a day, a shift (day or night); and
- (ii) a *half occasion* means any part of a day or a shift that is equal to or less than half of the total hours in the day or shift (day or night).

(b) Amount of paid personal leave

- (i) Paid personal leave is available to an employee, when they are absent:
 - (1) due to personal illness or injury; or
 - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (ii) An employee's personal leave entitlement is to be two weeks (10 occasions for non-rostered shift employees and rostered shift employees) full pay on appointment and an additional two weeks full pay credited on each subsequent anniversary of appointment.
- (iii) An employee is entitled to apply for personal leave as a single occasion or in multiples of occasions.
- (iv) Where an employee is absent for up to and including half of the employee's normal work period, the employee is entitled to apply for personal leave as a half occasion.
- (v) For recording purposes only;

- (1) for a non-rostered shift employee an occasion shall equate to 8 hours and a half occasion shall equate to 4 hours;
- (2) for a rostered shift employee an occasion shall equate to 12 hours and a half occasion shall equate to 6 hours.

(c) Accumulation of personal leave

Any unused personal leave credit will be added to each annual personal leave entitlement.

(d) The effect of workers compensation

The employee will not be entitled to personal leave for any period in respect of which the employee is entitled to worker's compensation.

(e) Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(f) Personal leave to care for an immediate family or household member

- (i) An employee is entitled to use up to 2 weeks personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.
- (ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in subclause (f)(i), beyond the limit set out in subclause (f)(i). In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.

(g) Sole person accessing leave

In normal circumstances an employee must not take leave for caring purposes where another person has taken leave to care for the same person.

(h) Employee must give notice

- (i) An employee absent on personal leave for personal injury or sickness must inform the employer of the employee's inability to attend for duty, the nature of the injury or illness and the estimated duration of the absence. Wherever practicable advice of sickness should be provided before normal hours commence.
- (ii) An employee taking personal leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency must where practicable, give the employer:
 - (1) notice prior to the absence of the intention to take leave;
 - (2) the name of the person requiring care and their relationship to the employee;
 - (3) the reasons for taking such leave; and
 - (4) the estimated length of absence.



(iii) If it is not practicable for the employee to give prior notice of the absence, the employee must notify the employer by telephone of the employee's absence at the first opportunity on the day of absence.

(i) Days without Medical Certificate for Personal Injury or Illness

(i) Where leave is granted under this clause for personal leave for personal illness or injury for a period in excess of two consecutive working days, any period in excess of this is without pay unless the leave is supported by a medical certificate from a registered health practitioner.

(ii) A medical certificate is required for each personal leave absence for personal illness or injury after the employee has taken an aggregate of three working days without a medical certificate in any personal leave year.

(j) Evidence Supporting Claim

Subject to subclause (i) when taking personal leave the employee is to prove to the satisfaction of the employer that the employee was unable to attend duty on the day or days on which personal leave is claimed.

(i) Where evidence is required and where reasonably practicable to do so;

(1) An employee absent on account of personal injury or illness is to provide a medical certificate (as defined) from a registered health practitioner (as defined);

(2) Where taking leave to care for members of immediate family or household who are sick and require care and support the employee is to provide a medical certificate (as defined) from a registered health practitioner (as defined) stating the illness of the person concerned and that such illness requires care by the employee;

(3) Where taking leave to care for members of immediate family or household who require care due to an unexpected emergency, the employee is to provide documentation acceptable to the employer stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(ii) The following definitions apply for the purposes of the personal leave provisions:

(1) Medical certificate means a medical certificate issued by a registered health practitioner if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of the State of Tasmania that provides for the registration or licensing of health practitioners.

(2) A Registered Health Practitioner means a health practitioner registered or licensed as a health practitioner under an appropriate law of the State of Tasmania.

For the purposes of defining who is a registered health practitioner encompassed by this provision the Australian Medical Association has determined that the following classes of persons may issue a medical certificate within their chosen field of practice.

At this time in Tasmania, this includes: Chiropractors, Dentists, Nurses/Midwives, Osteopaths, Pharmacists, Physiotherapists,





Psychologists, Dental Prosthetists/Specialists, Optometrists, Podiatrists, Radiation Technologists.

(k) Verification of illness

(i) In cases where an employee has been absent from duty without sufficient cause, or has a history or pattern of unreasonable sick leave use, the employer may, following discussion with the employee and appropriate warning:

- (1) require a medical certificate to be produced for subsequent sick leave absences until the employer is satisfied that any issues associated with unreasonable sick leave use have been addressed; and/or
- (2) direct an employee to undergo a medical examination by a registered health practitioner from an agreed panel and paid for by the employer at any reasonable time and place and with reasonable notice.

(l) Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, the employee is entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an expected emergency. The employer and the employee will agree on the period. In the absence of agreement, the employee is entitled to take up to two working days per occasion, provided the requirements of subclauses 16(h) and 16(j) are met.

17. MEAL ALLOWANCE - DAY TRAVEL

(a) An employee required by their employer to undertake duties more than 60 kilometres from the employee's normal work location and who is required to purchase breakfast or an evening meal is entitled to payment of the meal allowances prescribed in subclause 18(b) if:

- (i) in respect of breakfast, duties are commenced not less than one and a half hours before employee's normal starting time; and
- (ii) in the case of dinner, duties are performed for not less than one and a half hours after the employee's normal finishing time.

(b) For the purposes of this clause, work location means a specific location which serves as the base for an employee. It does not include a whole Region or District.

18. MEAL ALLOWANCES FOR ROSTERED SHIFT EMPLOYEES UNDERTAKING RELIEF IN ANOTHER REGION

(a) A rostered shift employee who is required to undertake rostered shift work for a single shift in a Region other than the Region in which their duties are normally located and:

(i) Receives notice of the requirement to undertake such rostered shift:

- (1) After midnight, if required to work a day shift that day, or
- (2) After midday for a night shift commencing that day; and

(ii) Is required to purchase breakfast or an evening meal is entitled to payment of the meal allowances prescribed in subclause (b) of this clause if:

- (1) in respect of breakfast, duties are commenced not less than one and a half hours before employee's normal starting time; and

- (2) in the case of dinner, duties are performed for not less than one and a half hours after the employee's normal finishing time.

(b) Meal Allowance - Rates

<u>Meal</u>	<u>Rate of Allowance</u>
Breakfast	\$12.70
Dinner	\$24.35

The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2014/19, Table 1. These rates are to be adjusted from 1 July each year by taking 50% of the appropriate ATO determination for meals in Table 1 of that determination, rounded to the nearest 5 cents.

- (c) A rostered shift employee is not to receive an incidental expenses allowance when undertaking relief in another Region in accordance with this clause.

19. INTERSTATE AND INTERNATIONAL DEPLOYMENTS

The object of this clause is to ensure that an employee who elects to participate in an interstate or international deployment is appropriately compensated for meals, accommodation, incidental expenses and additional hours worked. These provisions do not apply to an employee who is directed to participate in an interstate or international deployment. Where an employee is directed to participate, normal award provisions will apply.

(a) Interstate Deployments

(i) Hours of Work and Overtime

- (1) An employee participating on an interstate deployment is to continue to receive the normal single time salary for the ordinary weekly hours the employee would have worked if not on deployment irrespective of the number of actual hours worked, except as provided for in subclauses 19(a)(i)(3), (4), (6) and (7) below;
- (2) The standard operational period of work for an employee on interstate deployment is 12 hours per day, inclusive of travel time to and from an incident site. An employee is usually expected to work 4 operational periods in any deployment;
- (3) An Incident Controller may direct an employee to work up to 2 additional hours in any operational period, for which the employee is entitled to up to 2 hours overtime to be paid at double time;
- (4) In extreme circumstances, and with the prior approval of the TFS Liaison Officer, an employee may be required to work up to a further 2 hours, resulting in a total of up to 16 hours worked. In this case, the employee is entitled to be paid overtime at double time for the additional hours worked;
- (5) An employee is not to be required to work hours greater than 16 hours and is not to be paid overtime for any additional hours worked;
- (6) An employee is not to work more than 4 operational periods in a deployment unless directed by, and with the prior approval of, the TFS Liaison Officer. Where such approval is granted, an employee is to be paid at double time overtime rates for the duration of the operational period with a maximum of 12 hours overtime to be paid,



- (7) Time spent travelling from Tasmania to the host State and return is to be paid at single time with a maximum of 8 hours in any day to be recognised and paid for travelling. This time is in addition to the operational periods specified in subclause 19(a)(i)(2) above;
 - (8) Where an employee elects to stay interstate for a longer period than the required deployment, or remains interstate between deployments, travelling time in accordance with subclause 19(a)(i)(7) above is not to be paid. In these situations, however, the employee is to be paid travelling time for reasonable time spent travelling when he/she returns to Tasmania. The quantum of reasonable time is to be agreed between the employer and employee prior to approval being given for the employee to remain interstate. The intent of this provision is that an employee should be paid the amount of travelling time that the employee would have been paid had the employee returned to Tasmania at the scheduled end of the deployment;
 - (9) An employee may elect to take time in lieu at single time for overtime worked or travelling time;
 - (10) On return from an interstate deployment, an employee is to have a minimum break of 24 hours without loss of ordinary pay before recommencing normal duties. Where the minimum break falls during an employee's rostered days off or weekend, the employee will not be entitled to any payment for that break.
 - (11) Prior to payment of overtime and travelling time, an employee is required to submit a claim form approved by the TFS Liaison Officer.
- (ii) Employees on recreation leave or long service leave
- (1) Employees on recreation leave or long service leave should not normally participate in an interstate deployment unless exceptional circumstances exist;
 - (2) Where participation is approved for an employee on recreation leave or long service leave, that leave will deem to be ceased from the time that approval is granted and the employee will be deemed to have returned to work;
 - (3) On completion of the deployment, and any post-deployment activities required by the employer, the employee should normally be able to recommence leave. However, the circumstances surrounding the need for deployments may necessitate the need for an employee to recommence normal duties on return from a deployment. Where this is likely to be the case, the need to recommence normal duties on return from deployment will be discussed and agreed between the employer and employee prior to the commencement of the employee's deployment.
- (iii) Accommodation, Meals and Incidental Expenses
- (1) Accommodation and meals are to be organised and paid for by the host agency and/or employer. An employee is required to use the accommodation and meals provided;
 - (2) Where accommodation and/or meals have not been organised or paid for by the employer, an employee may be required to purchase their meals



and/or accommodation. Where such a purchase has been made, an employee is entitled to the following allowances:

Overnight Accommodation

<u>Accommodation Venue</u>	<u>Overnight Accommodation Rate</u>
Adelaide	\$157.00
Brisbane	\$201.00
Canberra	\$168.00
Darwin	\$216.00
Melbourne	\$173.00
Perth	\$233.00
Sydney	\$185.00

Meal Allowances

(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am – 8.30am	\$25.35
Lunch	Applicable 12.30 – 2.00pm	\$28.55
Dinner	Applicable 6.00pm – 7.30pm	\$48.65

- (3) Where the cost of accommodation and/or meals was greater than the allowances outlined above, re-imbusement of actual expenses will be considered if prior approval for the additional expense was given and on the production of receipts.
- (4) An employee on interstate deployment is to receive an incidental expenses allowance of \$18.70 per overnight stay. This allowance is not payable if an employee elects to stay interstate for a longer period than the required deployment, or remains interstate between deployments.

The allowances in this subclause are to be increased consistent with increases to the relevant allowances in Part IV Clause 3(a) of the *Tasmanian State Service Award*.

(b) International Deployments

- (i) Hours of Work and Overtime



- (1) An employee participating on an international deployment is to continue to receive the normal single time salary for the ordinary weekly hours the employee would have worked if not on deployment irrespective of the number of actual hours worked, except as provided for in subclause 19(b)(i)(4), (5) and (6) below;
- (2) An employee on international deployment is expected to work the hours that are normal for the host agency. The hours to be worked will be agreed between the employer and employee prior to the employee departing on the deployment;
- (3) The standard operational period of work for an employee on international deployment is 12 hours per day, inclusive of travel time to and from an incident site;
- (4) An employee may be directed to work up to 2 hours more than the 12 hours in any operational period, for which the employee is entitled to up to 2 hours overtime to be paid at double time;
- (5) In extreme circumstances, and with the prior approval of the Tasmanian Contingency Leader, an employee may be required to work up to a further 2 hours, resulting in a total of up to 16 hours worked. In this case, the employee is entitled to be paid overtime at double time for the additional hours worked;
- (6) Time spent travelling from Tasmania to the host country and return is to be paid at single time with a maximum of 12 hours in any day to be recognised and paid for travelling;
- (7) Where an employee elects to stay overseas for a longer period than the required deployment, or remains overseas between deployments, travelling time in accordance with subclause 19(b)(i)(6) above is not to be paid. In these situations, however, the employee is to be paid travelling time for reasonable time spent travelling from when he/she returns to Tasmania. The quantum of reasonable time is to be agreed between the employer and employee prior to approval being given for the employee to remain overseas. The intent of this provision is that an employee should be paid the amount of travelling time that the employee would have been paid had the employee returned to Tasmania at the scheduled end of the deployment;
- (8) An employee may elect to take time in lieu at single time for overtime worked or travelling time;
- (9) On return from an overseas deployment, an employee is to have a minimum break of 24 hours without loss of ordinary pay before recommencing normal duties. Where the minimum break falls during an employee's rostered days off or weekend, the employee will not be entitled to any payment for that break.
- (10) Prior to payment of overtime and travelling time, an employee is required to submit a claim form approved by the Tasmanian Contingency Leader.



- (ii) Employees on recreation leave or long service leave
 - (1) Employees on recreation leave or long service leave should not normally participate in international deployments unless exceptional circumstances exist;
 - (2) Where participation is approved for an employee on recreation leave or long service leave, that leave will be deemed to be ceased from the time that approval is granted and the employee will be deemed to have returned to work;
 - (3) On completion of the deployment, and any post-deployment activities required by the employer, the employee should normally be able to recommence leave. However, the circumstances surrounding the need for deployments may necessitate the need for an employee to recommence normal duties on return from a deployment. Where this is likely to be the case, the need to recommence normal duties on return from deployment will be discussed and agreed between the employer and employee prior to the commencement of the employee's deployment.
- (iii) Accommodation, Meals and Incidental Expenses
 - (1) Accommodation and meals are to be organised and paid for by the host agency and/or employer. An employee is required to use the accommodation and meals provided;
 - (2) Where meals have not been organised or paid for by the employer, an employee may be required to purchase their meals. Where such a purchase has been made, an employee is entitled to the meal allowances at a rate determined and published by the Australian Taxation Office that is applicable to the relevant overseas locations, as amended from time to time.
 - (3) Where the cost of accommodation has been met by the employee and/or the meal expense was greater than the allowances outlined above, reimbursement of actual expenses will be considered if prior approval for the expense was given and on the production of receipts.
 - (4) An employee on international deployment is to receive an incidental expenses allowance at a rate determined and published by the Australian Taxation Office that is applicable to the relevant overseas locations, as amended from time to time. This allowance is not payable if an employee elects to stay overseas for a longer period than the required deployment, or remains overseas between deployments.
- (c) The parties agree to review the provisions for interstate and international deployments following the registration of this agreement:
 - (i) For interstate deployments, at the conclusion of the first summer period where interstate deployments have been required; or
 - (ii) For international deployments, at the conclusion of the first round of international deployments.

Where the parties agree that changes to the provisions are required, the parties will make a consent application to vary the terms of this agreement.



PART C - GENERAL TERMS AND CONDITIONS OF EMPLOYMENT CONTAINED IN PREVIOUS AGREEMENTS

C(1) - GENERAL

This section applies to all employees covered by this Agreement.

C(1)(a) – WAGES AND WORK VALUE

20. CALCULATION OF WEEKLY WAGE RATE

The parties agree that the weekly wage rate for employees covered by this Agreement is to be calculated in the following manner: (1999)

(Agreement Salary divided by 365.25) multiplied by 7 = Weekly Wage Rate

21. WORK VALUE

The parties agree that the salaries and conditions provided for in previous awards and agreements (1997, 1999, 2004, and 2007) reflect that employees have been fully compensated for all work that is currently being undertaken within their classifications and Statements of Duties. Employees are required to be trained in and use their competencies in this work and exercise their responsibilities for the work. The range of work includes:

- Any level of training and response to:
 - technical and heavy, domestic and industrial rescue incidents;
 - all elements of chemical, biological, radiological, and nuclear incidents;
 - marine pollution incidents;
 - forensic recovery as part of **Road Accident Rescue** incidents;
 - terrorist and chemical, biological, radiological and incendiary incidents;
 - storm and flood damage;
 - urban search and rescue;
- Undertaking public information roles, including the roles of information officer, media management and community liaison as part of Incident Management Teams; and all other roles that support the provision of public information;
- Participation and use of workplace feedback system;
- Undertaking fire mapping duties;
- Undertaking triage at bushfire incidents;
- Inspection of fire and smoke doors;
- Undertaking of sales and marketing duties in support of TFS commercial undertakings;
- The assessment of performance based solutions as part of building safety responsibilities;
- All levels of participation in Incident Management Teams, including as crew leaders, sector commanders, safety officers, planning officers, logistics officers, operations officers, and incident controllers;





- Training and participation in all facets of air operations;
- Participating in training and undertaking the role of a specialist instructor for employees above Paypoint 6;
- Undertaking fire management planning responsibilities;
- Providing advice in relation to planning and development applications;
- Undertaking specialist workplace accident investigation responsibilities within Tasmania Fire Service workplaces.
- Rescue competencies involving the extrication of entrapped persons from motor vehicles and urban search and rescue (1999). This provision is further clarified to ensure that the parties understand that the compensation for Road Accident Rescue includes payment for the acquisition and use of the competencies necessary to undertake a first response responsibility for Road Accident Rescue, should that lead agency responsibility be assigned to the Tasmania Fire Service at some point in the future. (2004)
- Rescues involving the search for and extrication of lost or trapped persons from trenches or collapsed buildings or other confined spaces and rescues involving high angle rescue techniques.
- In Firecomm:
 - Data entry into the Australian Incident Reporting System and associated report production;
 - Provision of a mapping support service to operational staff; and
 - Participation in special projects as required.

22. SALARY SACRIFICE

Employees are able to salary sacrifice the compulsory contribution for employees covered by the State Fire Commission defined benefits superannuation scheme. This means that the rate of employee contribution is adjusted to reflect differing tax arrangements.

An employee covered by the agreement may elect to sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 1999*, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.

Employees may also sacrifice a proportion of salary in respect of some fringe benefits. In these instances the employee is to meet the administrative costs. Examples include:

- superannuation;
- a laptop computer;
- a briefcase;
- calculator;
- work-related computer software;
- up to \$500 of employer product and service (e.g. national park entry fees, motor vehicle registration).

Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.

Salary for all purposes, including superannuation for employees entering into a salary sacrifice agreement, is to be determined as if a salary sacrifice agreement did not exist.

An employee may withdraw at any time from a salary sacrifice arrangement. (2001, 2004, 2007)

C(1)(b) – HOURS OF WORK

23. ORDINARY WORKING HOURS

This Agreement is in full settlement of the UFU's 38 hour week claim. For the term of this Agreement there is to be no further claim made either during the life of this Agreement, or thereafter, in relation to a 38 hour week for employees covered by this Agreement.

In full settlement of this claim it is agreed that from 1 July 2002 rostered shift workers and non-rostered shift workers are to be entitled to 6.25 additional days paid leave annually. Accrual on a pro-rata basis of this additional leave will commence on 1 July 2002.

24. TIME OFF IN LIEU OF OVERTIME

The parties are to adopt the 'time off in lieu' (TOIL) policy included as Appendix B. (1997)

25. SMOKING BREAKS

The parties agree to discontinue the practice of employees smoking during paid work time within 12 months of the commencement date of the agreement. The employer agrees to provide support for employees endeavouring to quit smoking during this 12 month period.

The parties further agree that after the 12 month phasing out period that employees will be required to make up any time lost due to smoking breaks. (2001)

26. FACILITATIVE PROVISIONS - HOURS OF WORK

The purpose of the following provisions is to enable agreement between the employer and an employee on alternative hours of work to meet a specific workplace need.

Agreements may be reached in relation to:

- Patterns of hours alternative to those specified in Part V, subclause 1(a) of the Award to be worked by a rostered shift employee within an average 42 hour week. This may apply, for example, to an employee who is to continue to be a rostered shift employee but may work day work for a specific purpose or period of time. Nothing in this provision is to convey a right to alter the 2 days on / 2 nights on / 4 days off 10/14 shift roster for an entire career brigade that is the normal mode of operation for career brigades;
- Altering the number of weekend days and weekend nights worked within a 320 hour cycle by non-rostered shift employees as specified in Part V, subclause 1(c) of the Award.

Any alternative working hours arrangement agreed between the Tasmania Fire Service and an employee is to be documented and a copy signed by the Tasmania Fire Service and the employee placed on the employee's personal file.

These facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this agreement.

An employee may be represented by the union in meeting and conferring with the Tasmania Fire Service about the implementation of the flexibility provisions, should the employee request such representation. Provided that the involvement of the union does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements. (2004)





27. REASONABLE HOURS

The following clause is to be inserted into relevant awards:

- (a) Subject to this clause the employer may require an employee to work reasonable overtime at overtime rates, provided that nothing in this clause bestows an entitlement to paid overtime for employees who do not have an entitlement to paid overtime.
- (b) An employee may refuse to work overtime in circumstances where it would result in the employee working hours which would be unreasonable having regard to:
 - (i) any risk to the employee's health or safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the requirement to maintain minimum staffing levels for emergency response;
 - (iv) other needs of the employer;
 - (v) the notice given (if any) by the employer of the overtime and by the employee of his or her intention to decline it; and
 - (vi) any other relevant matter.

Where an employee works additional hours and is entitled to time off in lieu of overtime (TOIL), the Time Off In Lieu Policy set out in Clause 24 of this Agreement. (2004)

28. HOURS OF WORK AND OVERTIME PROVISIONS FOR NON-ROSTERED SHIFT EMPLOYEES

The following provisions for hours of work and overtime for non-rostered shift employees are to apply in lieu of the relevant provisions set out in Part V – Hours of Work and Overtime of the Award:

a) Hours of Work

Employees working non-rostered shiftwork are to work an eight week, 320 hour cycle. Employees may be required to work four weekend days and fourteen nights in each eight-week cycle. Additional weekend days and additional nights within the 320 hour cycle may be worked if agreed between the employer and employee.

b) Meal Break

A minimum unpaid meal break of 30 minutes is to be taken during days on which planned work is being undertaken.

c) Planned Work

Planned work is all work that is normally undertaken to achieve the position objective and main duties as set out in a Statement of Duties for an employee when undertaking non-rostered shift work, other than any work that meets the definition of "unplanned work" in d) below. Planned work normally occurs between the hours of 0700 and 2300 on any day and should not normally exceed 10 working hours on any one day. Overtime is not to be paid for planned work.

d) Unplanned Work

Unplanned work is work of an immediate and urgent nature, including but not limited to emergency incidents



e) Overtime

i) Requirement to work overtime

- (1) The employer may require an employee to work reasonable overtime. Approval must be gained prior to working any overtime.

ii) Time of working overtime

Overtime is all time worked:

- (1) undertaking unplanned work in excess of 10 hours continuous work (whether that continuous work was planned or unplanned, and excluding unpaid meal breaks) on a weekday; or
- (2) when required by a senior officer to undertake work at an Incident Management Team or to support the resourcing or management of incidents. In these circumstances overtime will be paid as follows:
 - (a) Monday to Friday: - overtime is to be paid for all time worked in excess of 8 hours.
 - (b) Saturdays, Sundays and Public Holidays: - overtime is to be paid for all time worked
- (3) Or when recalled to work unplanned work in line with the recall provisions and;
 - (a) unplanned work commences after a non-rostered shift employee has already worked 8 hours on any day and has ceased work and returned home; or
 - (b) unplanned work occurs on a weekend day or public holiday, unless the unplanned work occurs during a period that the non-rostered shift employee had planned to work; or
 - (c) unplanned work commences after 1800 hours on a weekday where the non-rostered shift employee had ceased work in order to reduce either TOIL or accumulated hours.

iii) Time Off in Lieu of Overtime

Subject to mutual agreement, overtime hours may be taken partly or wholly as TOIL on an hour for hour basis.

f) Recall

The following recall provisions are to apply where a non-rostered shift employee undertakes unplanned work;

- i) Where a non-rostered shift employee is required to physically attend the workplace (e.g. the incident site, fire station, District Office, Regional HQ, State HQ, other emergency service centre);
 - (1) The non-rostered shift employee will be paid overtime with a minimum period of 3 hours at double the employee's normal rate of pay.
 - (2) Should a further recall occur within the relevant minimum period (3 hours or 1 hour as appropriate), a further recall will not be incurred. Instead the employee is to be paid at double the employee's normal rate of pay for

actual time worked to the nearest quarter of an hour after the completion of the work.

- (3) Should further recalls occur on the same day outside the original minimum recall period, all actual time worked or to the nearest one quarter hour after completion of the work is to be paid at double the employee's normal rate of pay.
 - ii) Where a non-rostered shift employee is required to undertake in excess of 20 minutes continuous unplanned work at home, the non-rostered shift employee is to be paid overtime for all time worked with a minimum period of 1 hour at double the employee's normal rate of pay.
- g) **Managing Time**
- Non-rostered shift employees are to manage their own time during each 320 hour eight-week cycle within guidelines established by the employer. In order to achieve this, a non-rostered shift employee is expected to take time off during the week.
- In order to manage reasonable working hours and 320 hours being worked over the eight week cycle, where a non-rostered shift employee is not managing time effectively he/she may be directed to take time off by their manager.
- h) **Recording of Hours**
- In order to manage planned work, unplanned work, overtime arrangements and the balancing of a 320 hour 8 week cycle, non-rostered shift employees are to prepare a work plan for each week that outlines planned hours of work and planned time off. This work plan is to be provided to the employee's manager. At the end of each fortnight, the non-rostered shift employee is to provide a timesheet to his/her manager which has been completed in an approved format.
- i) **Maximum Accumulation of Hours**
- i) Under the above provisions for non-rostered shift employees, a non-rostered shift employee can accumulate hours either by:
 - (1) working in excess of 320 hours in an eight week cycle (excess hours); or
 - (2) taking time off in lieu of overtime (TOIL).
 - ii) The maximum combined number of excess hours and TOIL hours that an employee is able to have at any point of time is 40 hours. Where an employee has more than 40 hours accumulated, those hours will be forfeited and any additional hours can only be worked, with prior approval, as overtime
 - iii) Where an employee has more than 40 hours accumulated:
 - (1) any further hours worked in excess of the 320 hour, eight week cycle will be forfeited; and/or
 - (2) any approved overtime worked will be paid and cannot be taken as TOIL.
- g) Following the registration of this Agreement, the employer is to develop an administrative instruction in consultation with the union that sets out the administrative arrangements that are to guide the operation of this clause. (2010)



29. AVAILABILITY

- a) The employer may require an employee to hold himself/herself available for a reasonable period of time, with a minimum period of 24 hours.
 - i) In the first instance the employer is to seek agreement from suitably qualified and experienced persons to hold himself/herself available. However, if agreement cannot be reached with suitably qualified and experienced persons, an employee may be required to hold himself/herself available under these provisions. In these circumstances, the employer is to be able to demonstrate, if required, that the decision on which employee is to undertake availability is reasonable and justifiable given the circumstances.
 - ii) All reasonable efforts are to be made to ensure that there is an equitable sharing, amongst eligible employees, of the requirement to hold himself/herself available.
 - iii) Should an employee be aggrieved by the requirement to hold himself/herself available, the employee should raise his/her concerns through the TFS Resolution Procedure.

b) Where an employee is required to:

- i) be on an availability roster or to hold himself/herself available for a specified period of time;
- ii) be fit for duty;
- iii) be readily contactable; and
- iv) be able to resume duty and/or return to workplace as soon as practicable;

the employee is to receive an availability allowance aligned with the rate paid in the *Tasmanian State Service Award*. The allowance is to be paid for all 'out of general work hours' including weekends and public holidays.

- c) Where an employee is on an availability roster, the employee is to continue to receive the availability allowance during a period of recall.
- d) Where an employee is required to hold himself/herself available for a specified period of time, and:
 - i) the employee is advised of the need to attend for work after commencing the period of availability, the employee is to receive a minimum availability payment of 24 hours; or
 - ii) the employee is advised of the need to attend for work prior to commencing the period of availability, the employee will not receive an availability payment.

Where the employee has commenced recall work for a specified period of time, the employee has completed his/her requirement for availability

- e) Following the registration of this Agreement, the employer is to develop an administrative instruction in consultation with the union that sets out the administrative arrangements that are to guide the operation of this clause. (2010)





C(1)(c) – CONDITIONS OF EMPLOYMENT

30. PROBATION PERIOD

Each new employee is to complete a six month probation period during which he or she must achieve the competencies determined by the employer, pass any prescribed fitness assessment and receive a satisfactory probation report from his or her supervisor.

Failure to successfully complete the probation period may result in termination of service. (1997)

31. LATERAL ENTRY BY EXPERIENCED FIREFIGHTERS

The employer may appoint a person who holds the competencies required by the TFS for appointment under this provision and has appropriate periods of practical firefighting employment experience in a recognised career firefighting agency. The classification on appointment and the advancement of these persons, up to and including the level of Leading Firefighter is to occur depending on the level of competence and experience in each individual case. In all cases the Tasmania Fire Service must consult its employees regarding its intention to appoint firefighters in accordance with this clause. (2004)

32. EMERGENCY COMMUNICATIONS CENTRE

The employer is to maintain a centralised Control Centre in Hobart that caters for all communications for the State.

Operational personnel in Launceston and Burnie may be required to switch back the operational communications system and resume local control of the system in the event that Firecomm communication within those centres fails. Notwithstanding this, operational personnel are to continue to respond to incidents as required during the switchback period.

The employer is to ensure that operational personnel are relieved by relief communications officers as soon as practicable, and no more than fifteen minutes after the shift is first notified of the switchback. Where agreed between the parties, a roster of relief communications officers is to be maintained.

The employer is to ensure that operational personnel in Burnie and Launceston receive sufficient training in the communications system to enable them to carry out switchback operations. (1995, 1997)

33. APPOINTMENT OR PROMOTION TO NON-ROSTERED SHIFT WORK POSITIONS

The TFS may require an employee appointed to or promoted to a designated non-rostered shift work position at Station Officer or Senior Station Officer classifications to remain in that position for a period of two years. Provided that nothing in this provision will restrict an employee's right to apply for promotion to a higher classified position.

The TFS may require an employee appointed to or transferred to a designated non-rostered shift work position at District Officer classification to remain in that position for a period of three years. Provided that nothing in this provision will restrict an employee's right to apply for promotion to a higher classified position. (2004)

34. PART TIME EMPLOYMENT (INCLUDING JOB SHARING)

The parties agree that an employee may be employed as a part time employee in accordance with the following provisions:

a) Definition

'Part Time Employee' means a person who is employed on an ongoing basis in accordance with Section 37(3)(a) of the *State Service Act 2000* to work a specific number of hours each week, on a regular basis, that are less in number than that of a full time employee undertaking similar duties.

b) Entitlements

- i) A part-time employee is entitled to wages, allowances other than expense-related allowances, and leave in the same ratio that their ordinary weekly hours bear to the ordinary weekly hours of equivalent full-time employees.
- ii) A part-time employee is entitled to payment of expense-related allowances at the same rate as that applying to an equivalent full-time employees. (2007)

35. CASUAL EMPLOYMENT

The parties agree that an employee may be employed as a casual employee in accordance with the following provisions:

a) Definition:

'Casual Employee' means a person who is employed by the hour to work as and when required on an irregular basis to undertake specific task(s), and is paid a loading of 20% in addition to the normal salary rate in lieu of paid leave entitlements and State Service Holidays as prescribed by Part VI of the Award.

b) Entitlements:

- i) A casual employee is entitled to wages, and allowances, other than expense-related allowances, in the same ratio that their ordinary weekly hours bear to the ordinary weekly hours of equivalent full-time employees;
- ii) A casual employee is entitled to payment of expense-related allowances at the same rate as that applying to an equivalent full-time employees;
- iii) A casual employee is to be paid a loading of 20 percent to compensate for having no entitlement to payment for annual leave, sick leave and holidays not worked;
- iv) A casual employee is to be engaged by the hour with a minimum payment of three hours for each day worked. (2007)

36. OVERTIME – PART TIME EMPLOYEES

Overtime will only be payable to part time employees when:

- a) The hours of work are greater than the hours that are normally worked by an equivalent full time employee in the same work area; or
- b) An employee is required to work under emergency situations and receives less than 24 hours' notice of the requirement to work overtime. (2007)

37. PAID MEAL BREAKS FOR NON-ROSTERED SHIFT EMPLOYEES

Where a non-rostered shift employee is required to work at an emergency incident, any meal breaks taken when rostered for work are to be counted as time worked. (2007)





C(1)(d) - ALLOWANCES

38. ANNUALISATION OF LEAVE LOADING

Recreation leave loading is to be annualised and paid fortnightly. (1997)

39. OVERTIME MEAL ALLOWANCE

- a) Where an employee is required to commence duty at the employee's normal place of duty not less than one and a half hours before, or remain on duty for more than one and a half hours after, normal duty hours, and as a result the employee has to obtain a meal away from home, the employee will be entitled to a meal allowance at the following rates:

<u>Meal</u>	<u>Rate of Allowance</u>
Breakfast	\$12.70
Lunch (or midday meal)	\$14.30
Dinner (or evening meal)	\$24.35

- b) The above rates will be varied from time to time in line with variations to Part IV subclause 2(d) of the *Tasmanian State Service Award* of the Tasmanian Industrial Commission.
- c) Where an employee (other than a rostered shift employee) is required to work overtime on a Saturday, Sunday or public holiday, and has not been given notice the previous day or earlier of the requirement to work, the employee is entitled to a meal allowance at the above rates.
- d) A rostered shift employee who is required to work overtime on a rostered day off is entitled to receive a meal allowance at the above rates where the employee is given notice:
- after midnight, if required to work a day shift that day, or
 - after midday for a night shift commencing that day. (1999)

40. PAYMENT OF DRIVER'S LICENCE ENDORSEMENTS

The employer will only meet the costs associated with gaining endorsements required for operating special TFS appliances, eg aerial appliances and heavy pumpers. An employee is to meet the costs associated with the renewal of driver's licences. (2001)

41. REIMBURSEMENT OF CHILD CARE COSTS WHERE DIRECTED TO WORK OUTSIDE NORMAL HOURS

Where employees are directed to work outside their normal hours, or work patterns, and as a result incur additional commercial child care costs, such costs are to be reimbursed by the employer. (2004)

42. HIGHER DUTIES ALLOWANCE

The following provisions are to replace the Higher Duties Allowance provisions set out at Part IV, Clause 1 of the Award.

- a) Entitlement

Where an employee is directed by the employer to temporarily perform the duties of an employee with a higher classification, that employee will be paid an allowance equal to the difference between the employee's own classification and the minimum rate of pay for the higher classified position. Non-rostered shift employees must be required to undertake the higher classified duties for 5 consecutive days or more to be eligible for this allowance.

b) Short term relief for rostered shift employees

Where a station officer or senior station officer is absent for a period of four rostered shifts or less, a leading firefighter or station officer from that shift may relieve in a temporary capacity as determined by a more senior officer. In the event that a leading firefighter or station officer from that shift is not available, a qualified officer, preferably a station officer, from another shift may be recalled if the circumstances warrant it.

c) Promotion

On promotion to a position whose duties an employee was performing in a temporary capacity immediately prior to appointment, the commencement of the employee's probation period is to be calculated from the start of the acting period. Rostered shift employees will have any period of higher duties in excess of four rostered shifts counted when appointed permanently as a Station Officer or Senior Station Officer, as appropriate.

d) Payment during leave

Where a non-rostered shift employee receiving an allowance under subclause 1 proceeds on approved leave (excluding leave granted in accordance with the *Long Service Leave (State Employees) Act 1994*), personal leave or leave in lieu of overtime, the employee will continue to receive that allowance if the duties continue after the period of leave. (2010)

43. TRAVEL ALLOWANCE

The parties agree that the Travel Allowance provisions set out in Part IV subclauses 2 (b) and (d), and Clause 3 of the *Tasmanian State Service Award* are to apply to employees covered by this agreement in lieu of the provisions contained in Part IV Clause 2 of the Award. (2010)

C(1)(d) – CAREER PATHS AND PROFESSIONAL/PERSONAL DEVELOPMENT

44. FLEXIBILITY IN CLASSIFICATIONS

The parties may agree to develop and implement a classification level between two classifications where an employee is undertaking responsibilities that are greater than those contained in the classification definition for their position but less than those contained in the classification definition for the next higher classification. The classification will reflect the level of additional skill, responsibilities and judgement being undertaken. (1999)

45. FLEXIBILITY IN CLASSIFICATIONS AT FIRST CLASS AND SENIOR FIREFIGHTER CLASSIFICATIONS

The parties agree that an employee classified as Senior Firefighter or First Class Firefighter in a career brigade is to be paid an allowance of 2% of the employee's annual salary rate in accordance with Clause 44 – Flexibility in Classifications - of this Agreement when the employee is currently competent and required by the employer to undertake one or more of the following responsibilities in a technical discipline. The 2% allowance is to apply for all hours worked. The level of responsibility equates with that set out for each discipline in the table of career path streams attached to Report of the Career Brigades Subcommittee of the Career Path Working Party dated March 1999.

Discipline	Level of Responsibility
Breathing Apparatus	Level 2(b)
Driver On & Off Road	Level 2(a)





Emergency Care	Level 2
High Angle Rescue	Level 2(a)
Confined Space Rescue	Level 2
Trench Rescue	Level 2
Urban Search and Rescue	Level 2
Technical Rescue (including trains, trucks, buses, domestic, industrial)	Level 2
Aerial Appliances	Level 2
Road Accident Rescue	Level 2

The employer may identify additional technical disciplines that may be included in the above list following discussions with the UFU.

In addition to the above, Senior Firefighters and First Class Firefighters who undertake work at their substantive classification in areas outside career brigades are also to be paid the 2% allowance for all hours worked whilst undertaking that work. This payment recognises that these employees are required to work more autonomously than similarly classified employees in career brigades. (2010)

46. ADVANCEMENT STRUCTURES – STATION OFFICERS

A three stage salary advancement scale may be implemented for the Station Officer to Senior Station Officer classifications in the Operations stream. Salary points are to be in place at the following percentage intervals in relation to the rate for First Class Firefighter:

Station Officer	120%
	123%
Senior Station Officer	125%

A Station Officer can advance to the 123% salary rate based on assuming responsibility for at least two functional areas as determined by the Tasmania Fire Service and gaining the necessary competencies identified by the Tasmania Fire Service to effectively undertake those functional areas.

The functional areas are to include:

- Operations
- Fire Investigation
- Brigade Management
- Special Projects
- Learning and Development
- Community Safety

Further functional areas may be identified by the Tasmania Fire Service following consultation with the UFU.

A Station Officer is required to assume responsibility for Operations as an essential part of moving to the 123% salary rate. The second functional area to be undertaken is to be determined by the Tasmania Fire Service in conjunction with the Station Officer.

Should a Station Officer cease to undertake responsibility for one or more areas of functional responsibility, the Tasmania Fire Service may require the Station Officer to undertake a

second area of responsibility. Alternatively, the Station Officer may elect to return to the 120% salary rate.

The Tasmania Fire Service reserves the right to identify functional areas in the community fire safety stream to which the 123% salary rate and conditions may apply and to implement these arrangements within the life of the agreement.

Existing Station Officer Grade 1 Employees

Whilst it is desirable that the provisions of this clause apply to employees who are currently occupying positions classified at Station Officer Grade 1 level, it is agreed that the provisions are only to apply if the TFS and the individual employee agree on them having application and the way in which this is to occur. (2004)

47. PROFESSIONAL DEVELOPMENT

Without limiting its nature and extent professional development includes updating of professional skills, knowledge and techniques; award-bearing courses; agreed activities arising from the appraisal process; employer-initiated activities such as committees, seminars to introduce new developments, methodology, administrative and conceptual changes; and activities for individuals or groups of staff members which have been approved by the employer.

It must be evident that the activity is to provide employees with skills/knowledge which is to either:

- enable them to better undertake their work; or
- enhance their career prospects; or
- multi-skill them, thus enabling them to undertake a broader range of tasks within the State Service.

The parties agree that the establishment of professional development programs/activities are to be undertaken in consultation with employees occupying positions affected by these programs/activities.

Any costs associated with undertaking professional development is to be reimbursed by the employer upon production of evidence of such expenditure.

Travel and accommodation costs incurred by an employee undertaking professional development in accordance with this clause, which exceed those normally incurred in travelling to and from work, are to be reimbursed by the employer upon production of evidence of such expenditure.

Tasmania Fire Service and its employees should agree on criteria for continuing professional development having regard to the cost, accessibility and availability of courses relevant to the needs of the workplace and the individual employee. (2004)

48. TRAINING, DEVELOPMENT AND CAREER OPPORTUNITIES

All employees are to have regular opportunities to discuss their career plans and training needs with their supervisor/manager.

All employees will be provided with equitable access to training and education opportunities and, wherever possible, the training is to be accredited training. (2004)



C(1)(e) – LEAVE

49. EDUCATION LEAVE

The employer may grant leave with pay to an employee to attend any course or complete any examination or assessment, which is approved by the employer. An employee sitting such an examination or assessment may be granted leave with pay on the night shift preceding or the day shift of an examination or assessment.

The employer is to grant leave with pay, whenever practicable, to United Firefighters Union representatives to enable them to attend trade union training courses, provided that such attendance is approved by the employer and that not more than two representatives are absent from duty at the one time. (1997)

50. ABSENCE MANAGEMENT

The parties are committed to reducing, where possible, the number of hours lost due to unplanned absences within the TFS. The baseline for determining whether a reduction has occurred is to be the unplanned absence statistics for the year ending 30 June 2004 with a targeted reduction of 10% to be achieved by the end of this Agreement. The parties recognise that decreasing unplanned absences will create greater productivity and consequent reductions in overheads. The TFS is to introduce management processes that are to assist in reducing unplanned absences.

In the event that the targeted reduction is achieved, the TFS will consider the implementation of a trial of a 'No Credit/No Debit Sick Leave' system. (2004)

51. BEREAVEMENT LEAVE

Entitlement is to increase to ten days paid leave in respect of the death of a mother, father, partner or child, with discretion for the Head of Agency to grant additional paid leave. (2004)

The provisions of this clause apply to permanent and fixed-term employees.

(a) Paid leave entitlement

- i) In the event of the death of an employee's mother, father, partner or child an employee may be granted bereavement leave (including the day of the funeral) without loss of pay or entitlement to continuous service for a period not exceeding ten working days. The employer has the discretion to grant additional paid leave under this provision.
- ii) In the event of the death of a member of an employee's immediate family or household other than the employee's mother, father, partner or child, the employee may be granted bereavement leave (including the day of the funeral) without loss of pay or entitlement to continuous service for a period not exceeding three working days.

(b) Evidence requirements

- i) The employer may request evidence of death in the form of a death notice, or other written evidence furnished by the employee to the satisfaction of the employer.
- ii) This clause has no application where it coincides with any other entitlement to another period of paid leave.



(c) Unpaid bereavement leave

An employee may take unpaid bereavement leave by agreement with the employer.

52. RECREATION LEAVE

a) Non-rostered shift employees

- i) A period of 28.25 working days recreation leave (inclusive of the 6.25 days set out in Clause 23) is to be allowed annually. Recreation leave accrues on the anniversary of the employee's appointment date. The employer may allow an employee to take leave before it is due. This leave will be on a pro rata basis.
- ii) The recreation leave for non-rostered shift employees is to be exclusive of any public holidays. Where a public holiday is generally observed during an employee's period of recreation leave, the employee's recreation leave is to be increased by the amount of ordinary time the employee would have worked if the day had not been a public holiday.
- iii) Where an employee with twelve months continuous service is engaged for part of the twelve monthly period as a rostered shift employee, the employee is entitled to have the period of recreation leave increased by one day for each two months the employee is continuously engaged as a rostered shift employee.

(b) Rostered shift employees

- i) A period of 31.25 consecutive days (inclusive of the 6.25 days set out in Clause 23) recreation leave is to be allowed annually. Recreation leave accrues on the anniversary of the employee's appointment date.
- ii) In addition to the leave prescribed, rostered shift employees are to be allowed seven consecutive days leave annually, including non-working days.
- iii) The employer may allow an employee to take leave before it is due. This leave will be on a pro rata basis.
- iv) A rostered shift employee is also to have added to a period of recreation leave, one day for each public holiday, whether or not the holiday will be observed on an employee's rostered day off. However, this clause is not to apply to a public holiday that is observed on a Saturday or Sunday.

d) Payment in lieu of recreation leave

Payment is not normally to be made in lieu of recreation leave. In emergency situations only, the employer and employee may agree to the payment in lieu of a short period of recreation leave.

e) Payment for period of leave

An employee, prior to the commencement of recreation leave is to be paid, on application, the salary which would normally be paid had the employee not been on leave during the relevant period.

f) Proportionate leave on termination of service

Unless dismissed for misconduct, an employee with more than one month's service with the employer may be granted recreation leave immediately before termination or be paid for accrued leave and pro rata leave.



g) Rotating recreation leave

- (i) For rostered shift employees a rotating leave roster will be maintained which provides for recreation leave to be taken at periods of less than twelve months.
- (ii) To enable an employee with more than three months service and not more than fifteen months service to be included in the rotating recreation leave roster, the employee will be granted the pro rata leave which has accrued up to the time when the employee is rostered to take recreation leave.
- (iii) Pro rata leave may also be given to personnel when promoted to another rank.

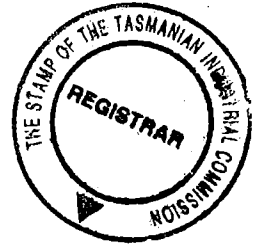
h) Personal illness or injury during period of recreation leave

- i) An employee who is injured or ill, or is required to care for a member of the employee's immediate family or household while absent on recreation leave may, on written application to the employer, be credited with a period of recreation leave equal to the number of working days for which the employee was injured or ill, or required to care for a member of the employee's immediate family or household.
- ii) Where, in accordance with subclause i) above, the employer re-credits an employee with recreation leave, a deduction of that number of days will be made from any personal leave credit to which the employee is entitled. The re-credited period of recreation leave is to be added to the employee's next period of recreation leave.
- iii) An application made under subclause i) of this clause is to be accompanied with a certificate from a registered health practitioner. (2010)

53. PARENTAL LEAVE

The parties agree that the Parental Leave provisions set out in Part VIII Clause 2 of the *Tasmanian State Service Award* are to apply to employees covered by this agreement in lieu of the provisions contained in Part VI Clause 5 of the Award. (2010)





C(1)(f) – WORKPLACE FLEXIBILITY & IMPROVEMENT

54. WELLNESS PROGRAM

The parties agree to commence the development and implementation of a Wellness Program for all employees covered by the Agreement during the life of the Agreement.

In developing the Wellness Program, the parties agree to establish a joint working party to develop minimum health and fitness standards for firefighting activities. The development of these standards is to take into consideration the occupational health and safety and anti-discrimination obligations of the Tasmania Fire Service and its employees. The minimum health and fitness standards are to be implemented for all employees required to undertake firefighting activities. The implementation of these standards is to be phased in to provide employees with every reasonable opportunity to gain the required level of health and fitness.

The working party is to work to terms of reference developed by the State Consultative Committee and is to make recommendations to the State Consultative Committee within 2 years of the certification of this agreement. (2004)

55. CHANGE MANAGEMENT

Where the employer is planning the introduction of changes in work arrangements or practices that are likely to have significant effects on employees, the employer is to notify the employees who may be affected by the proposed changes, and the relevant union(s), prior to the implementation or trialling of the change(s).

The employer is to consult with the employees affected and the relevant union(s), and discuss the introduction of any changes, the effects the changes are likely to have on employees, measures taken to avoid or lessen any adverse effects on employees, and is to give prompt consideration to matters raised by employees or their union(s) in relation to the change(s). These discussions are to commence as soon as practicable after the employer believes that the change(s) may be necessary. For the purposes of such discussion, the employer is to provide in writing to the employees concerned and to their union(s) all relevant information including the nature of any change(s) and the anticipated effects on employees, and any other matters likely to affect employees. (2004)

56. EXCESSIVE WORKLOADS

Workloads and management of workloads is an important issue. In order to identify, minimise and deal with instances of excessive workloads:

- (a) The employer is to ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- (b) The employer is to ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, extra resources) are to be implemented.
- (c) In most circumstances vacant positions are to be filled within three months. If it appears likely that is not to be the case, supervisors and/or managers are to consult affected employees, giving the reasons why the position are not to be filled and advising how the workloads are to be managed having regard to (a) and (b) above.
- (d) In most circumstances temporary vacancies are to be filled as they arise. Where a position is not to be filled supervisors and managers are to consult affected employees,

giving the reasons why the position are not to be filled and advising how the workload is to be managed having regard to (a) and (b) above. (2004)

57. HARASSMENT, BULLYING AND DISCRIMINATION IN THE WORKPLACE

It is the intention of the parties to this Agreement to seek to prevent and eliminate harassment, bullying and discrimination in the workplace. The parties agree that all reasonable steps should be taken to ensure that any incidents of harassment, bullying and discrimination are dealt with quickly and in accordance with TFS policy.

The employer will continue to provide employer funded training for supervisors, managers, and employees, including UFU workplace delegates.

58. PHASED RETIREMENT

An employee may request to participate in the State Service Phased In Retirement Scheme. Any request is to be considered in accordance with guidelines for the operation of the scheme established by the employer.

59. EMAIL AND INTERNET ACCESS

The employer's objective is that all employees should have access to internet and email facilities and that, wherever practicable, this objective is to be accomplished within the life of the Agreement.

In addition, the employer will enable the Branch Secretary of the United Firefighter's Union of Australia (Tasmania Branch) to send information to his or her members using the Tasmania Fire Service server systems on the condition that the information to be sent is not derogatory in any way to the Tasmanian Government or Tasmania Fire Service, or damage, whether intentionally or not, or try to damage, its reputation or operations. The employer reserves the right to restrict or remove this access should it compromise, or have the potential to compromise, the effective operation of the TFS server systems. (2004)

60. BREASTFEEDING FACILITIES

In order that employees can better combine the demands of work and motherhood, an area suitable for employees to breastfeed their infants are to be made available in the workplace wherever practicable. (2004)

61. FAMILY-FRIENDLY WORKING ARRANGEMENTS

Flexible working arrangements assist employees to balance work and family commitments. The adoption or extension of family-friendly arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.

Without limiting the kind of arrangements that may be suitable in any individual instance, family-friendly arrangements could include non-standard and variable starting and/or finishing times, parental leave, lactation breaks, State Service Accumulated Leave, part-time work, and job sharing.

In considering an employee's request for flexible work arrangements, the employer is to take into account the employee's family and other, relevant, commitments.

Such requests also have to be considered in light of the operational needs of the employer but are not to be unreasonably refused. Employees are to be given the reasons if requests for flexible working arrangements are not approved.



A brochure is to be prepared detailing employment entitlements and options available to women in the State Service preparing to take maternity leave. (2001, 2004)

62. WORKPLACE UNION DELEGATES

Workplace union delegates are to have recognition by the employer through:

- (a) the right to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and the right to be treated with respect and without victimisation by management representatives.
- (b) The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in their workplaces and that issues raised by delegates are to be dealt with promptly and appropriately.
- (c) The right to have workplace union structures, such as delegates' and worksite committees, recognised and respected.
- (d) The right to represent members on workplace issues.
- (e) The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.
- (f) The right to reasonable paid time:
 - to represent the interests of members to the employer;
 - to represent the interests of members in industrial tribunals;
 - to consult with union members;
 - to participate in the operation of the union;
 - to research and prepare prior to all negotiations with management;
 - an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.
- (g) The right to call meetings of members and non-members to discuss union business.
- (h) Workplace delegates are to have access to facilities, including:
 - where practicable, access to a private room to meet with individual members and perform union business.
 - reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.
 - the right to place union information on an appropriate notice board in a prominent location in the workplace.
 - access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, departmental and governmental policies and, where available, staff lists.
- (i) Workplace delegates are to have:
 - an entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.
 - recognition that the time associated with travel for country delegates may require additional time to that indicated above.
 - recognition by management of any identified skills acquired by a delegate in that role for the purposes of progression through any skills-based progression system operating in that workplace wherever those identified skills are also required by the



substantive position occupied by that delegate. Delegates must notify the employer of the intention to use the skills for progression.

- (j) Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time:
 - (i) to promote union issues, for participation on committees, and to assist delegate development, including paid work in the union office negotiated between the union and the employer on a case by case basis;
 - (ii) for participation in internal union forums and committees (e.g. branch or national conferences). Generally, members are elected to these roles under the registered union rules.
 - (iii) In dispersed or remote workplaces the delegate structure may require co-ordinating delegates and that these delegates may require a greater amount of time to perform their duties.
 - (iv) Delegates are to have access to leave without pay for the purposes of working for a union. Any such period of leave is to be considered as service for salary increment purposes and is not constitute a break in service for other purposes. Prior to taking up such positions with the union, employees are not to be required to relinquish their substantive positions. (2004)



C (2) – OPERATIONS

This section applies only to employees occupying operational positions in the Tasmania Fire Service.

63. PAYMENT TO ROSTERED SHIFT WORKERS FOR VOLUNTARY ATTENDANCE AT MEETINGS

The parties agree that the conditions outlined in Appendix C are to apply when a rostered shift employee voluntarily undertakes one of the activities contained in that Appendix, including activities associated with youth justice, during time off.

64. STAFFING ARRANGEMENTS

The total number of uniformed career personnel covered by the Award is to be no fewer than 285. In the event of unforeseen shortfalls such as resignations or retirements, Tasmania Fire Service is to take immediate steps to recruit sufficient firefighters to maintain agreed numbers.

Minimum career brigade personnel are to number 208 officers and firefighters. A minimum of 112 operational officers and firefighters, inclusive of a training crew, is to be employed in Hobart, 58 in Launceston and 38 in Burnie/Devonport.

Where stations are staffed by career personnel on a weekday-only basis, vacancies are to be filled for periods of up to 2 years by calling expressions of interest and appointing personnel on merit. If there are no expressions of interest, positions are to be filled by appointment of personnel for a reasonable period on a fair rotating basis. (1997)

65. CREW SIZES

The first responding crew to an incident is to consist of no fewer than one officer and three firefighters. Until an incident is deemed safe by the officer in charge, a crew no fewer in number than the first responding crew is to remain in attendance.

A crew may be required to respond to an incident with more than one vehicle. (1997)

66. DUTY STATION

Each employee engaged in emergency response activities is to be assigned to a duty station, and until transferred to another station, that station is to be the place of employment. Employees are to report for duty at their duty station and are not to, without permission of the officer in charge of the station, absent themselves during their rostered hours of duty.

The employer may assign an employee to any satellite station of the Brigade in which he or she is employed. Whenever practicable an employee is to be assigned to a satellite station closest to his or her place of residence. An employee may request to serve at any satellite station.

Employees at the Burnie or Devonport stations may be assigned to either station. Whenever practicable an employee is to be assigned to the station closest to his or her place of residence. An employee may request to serve at either station.

When an employee is required to travel from his or her duty station to another station due to a temporary transfer, kilometreage allowance in accordance with Part IV subclause 3(c)(ii) of the *Tasmanian State Service Award* of the Tasmanian Industrial Commission is to be paid for the total kilometres in excess of 35 kilometres for a return journey from the normal station or residence to the temporary station, whichever is the lesser, unless transport is made available by the employer. (1997)





67. HAND OVER OF SHIFTS

Shifts are to assemble for hand over at the following times each day:

on-coming shifts - 0800 hours and 1800 hours

off-going shifts - 0759 hours and 1759 hours

unless the on-coming shift has been handed over to earlier or the off-going shift has handed over later to enable the on-duty shift to attend a training session or other non-emergency event.

When, for the purposes of this clause, shifts hand over earlier or later by mutual agreement between Tasmania Fire Service and affected employee(s), all time worked outside the rostered time is to be overtime with a minimum payment of one hour at double time. Where there is no agreement, the recall provisions of the Award are to apply.

Unless a stand-in has been arranged, personnel are not to absent themselves prior to the announcement of the hand over of the shift. (1997)

68. MINOR REPAIRS AND PREVENTATIVE MAINTENANCE

Employees may be required to carry out minor repairs and minor preventative maintenance. The type of work which may be required is listed at, but not limited to, Appendix D of this Agreement. (1997)

69. FIRE WATCHING DUTIES

When practicable, the continuous period that an employee is to be engaged in a fire watch is not to exceed six hours. (1997)

70. RUN-ONS

A run-on is to only occur to ensure adequate resources at an incident, to complete an incident report on the last night shift, or in the event of a staff shortage.

The first five minutes of a run-on is to be without pay. For a run-on exceeding five minutes and up to fifteen minutes a payment of fifteen minutes is to be paid at single time. For a run-on exceeding fifteen minutes a minimum of one hour is to be paid at overtime rates. (1997)

71. CALLBACK OF PERSONNEL

Except when varied by the officer in charge of the shift, every care is to be taken to avoid calling back to duty any employee who is rostered for duty on the following shift. (1997)

72. CHANGES OF SHIFT

Employer-initiated shift change:

An employee is to receive at least 21 days' notice of change from rostered shift work to non-rostered shift work, unless a shorter notice period is mutually agreed between Tasmania Fire Service and the employee.

Employee-initiated shift change:

An application for a change of shift by an employee must be submitted on the prescribed form to the officer in charge of the station and, except in cases of emergency, is to be lodged at least 24 hours prior to the proposed change.

A change of shift must only be arranged with an officer or firefighter on the same Paypoint unless authorised by the officer in charge of the shift.

Once the shift change is authorised, it is the responsibility of the relief employee to report for duty on the agreed shift.

Except in cases of emergency, an application which causes an employee to work two consecutive shifts is not to be approved. Any application involving more than two shifts, or involving personnel on annual leave or long service leave must be approved by the Brigade Chief. The Brigade Chief may refuse or cancel any application for shift change. (1997)

73. NOTIFICATION OF TRANSFER TO NON-ROSTERED SHIFT WORK

The parties are committed to making greater use of the facilitative provisions contained in the third paragraph of Part V, subclause 1(b)(ii) of the Award. The use of these provisions will enable employees to undertake non-rostered shift work with notice periods less than those outlined in the Award where agreement exists between the employer and the employee. (1999)

74. CHANGES TO ANNUAL LEAVE

An employee wishing to change the date on which he or she is rostered to go on annual leave is to complete the prescribed form and apply to the Brigade Chief who may or may not approve the request. (1997)

75. ABSENCES WITHOUT LEAVE

An on-duty employee who:

- fails to assemble for shift hand over at the times prescribed unless varied according to provisions under clauses 67 or 70,
- is absent from his or her duty station without an officer's permission,
- fails to answer the station alarm or other alarm devices,
- fails to answer roll call, or
- fails to report for drill sessions, lecture periods or exercise periods when required

is to be deemed to be absent without leave and may, at the discretion of the employer, be subject to disciplinary action. (1997)

76. MESSING FACILITIES

Messing facilities maintained by the employer are to be provided at each workplace staffed by employees covered by this Agreement and are to contain a refrigerator and washing, cooking and storage facilities. (1997)

77. REFRESHMENTS

Whenever reasonably practicable, refreshments are to be provided by the employer to employees when performing fire fighting or fire watching duties for a continuous period of 3 hours or more. (1997)

78. PROMOTION AND ADVANCEMENT

The parties agree that all career brigade employees are required to advance to the firefighter classifications to Senior Firefighter within a reasonable timeframe. The minimum



timeframe is that specified in the Award. Where the employee has not completed the competencies within the minimum timeframe, assistance will be given to the employee. Where an employee is unable to gain the required level of competence, the TFS may take action in accordance with section 10 or section 48 of the *State Service Act 2000*. (1999)

79. STATION OFFICER DUTIES AND RESPONSIBILITIES

A Station Officer may be directed to manage resources for a shift, or for a group of stations within a brigade under limited direction at any time. The Station Officer is to be paid an allowance equal to the difference between the employee's own classification and the minimum rate of pay for a Senior Station Officer whilst undertaking these duties. (2001)

80. WORK ROSTER

The work roster set out in Appendix E is to be implemented from the beginning of the first full pay period that commences on or after 1 July 2002. (2001, 2004)

81. PAYMENT OF HIGHER DUTIES DURING PERIODS OF LEAVE

The parties agree that where a rostered shift employee receiving an allowance under Clause 42 proceeds on approved leave, sick leave or leave in lieu of overtime, the employee is to continue to receive that allowance if the duties for which the allowance is being paid continue after the period of leave.

82. WORKING HOURS AT EMERGENCY INCIDENTS OUTSIDE NORMAL BRIGADE RESPONSE AREA – ROSTERED SHIFT EMPLOYEES

Where a rostered shift employee is responded to an emergency incident outside the employee's normal brigade response area, the following will apply;

- a) When responded for one shift normal award conditions apply.
- b) When responded for periods longer than one shift the employee's normal shift pattern may alter from two 10 hour day shifts and two 14 hour night shifts to four 12 hour shifts to be worked at the hours determined by the Incident Management Team. In the first instance any deployment for more than one day will be by agreement. However, if agreement cannot be reached with suitably qualified and experienced persons, employees may be directed to attend incidents under these provisions.
- c) All reasonable efforts are to be made to ensure that the responses to emergency incidents outside the normal brigade response area are shared equitably across individual shifts and brigades.
- d) If a rostered shift employee commences work at the incident part way through the employee's four rostered days of work, and this change results in the employee working less than a total of 48 hours normal work over those four days, the employee will not have any ordinary hours not worked deducted from their normal pay.
- e) When the normal shift pattern is varied, any time worked in excess of 12 hours on a day a rostered shift employee is normally rostered, and any time worked on a rostered day off at an emergency incident outside the normal brigade response area is to be paid at overtime rates. (2010)



SECTION C (3) - DISTRICT OFFICERS

This section applies to employees occupying a position of District Officer.

83. STATEMENT OF COMMITMENT AND PURPOSE

This section has been negotiated in good faith in order to meet the changing needs of the Tasmania Fire Service and its stakeholders and to better reflect and recognise the role and responsibilities of District Officers as middle managers within the Service.

The parties are committed to meeting the challenges that may, from time to time confront the Service, but more importantly, to seek and develop future opportunities which may be of benefit to the Service and ultimately the Tasmanian community.

It is not the intention that any parties will be disadvantaged as a result of this section. (1997)

84. CONFIDENTIALITY

The employee is not to disclose or use for personal advantage or for the advantage of any other person or entity any confidential information gained during and in consequence of the employee's employment except as required for the purposes of fulfilling the requirements of the position or by law.

In this clause "confidential information" means:

- information of a sensitive or confidential nature; or
- trade secrets or commercially valuable information.

This provision is to continue to apply to the employee following separation until such time as the information has been released by or with the approval of the Crown into the public domain. (1997)

85. CONSULTATION PROCESS

To generally improve communication and to improve the level of organisational decision-making, the parties agree to consult each other about matters involving changes to the organisation or the performance of work by District Officers. This process can either be:

- informal where either party may request a meeting to raise issues and conduct discussions; or
- it may be a formal arrangement where District Officers regularly meet amongst themselves and with the Senior Executive Group to provide positive and timely input into the decision-making process. (1997)

86. VEHICLE USAGE AND AVAILABILITY

For purposes of recall, for travel to and from work or for other official use at the discretion of the Chief Officer, each employee may be required outside of normal hours to keep and maintain a fully operational Tasmania Fire Service vehicle. (1997)

87. HOURS OF WORK

Hours of work are to be based on an average of 40 hours per week and are inclusive of weekends and evenings. Week to week work requirements will vary, however the intent is for the average to be worked over a period of time to be 40 hours per week.





88. MEAL BREAK

A minimum unpaid meal break of 30 minutes is to be taken during days on which planned work is being undertaken.

89. PLANNED WORK

Planned work normally occurs between the hours of 0700 and 2300 on any day and should not normally exceed 10 working hours on any one day. Overtime is not to be paid for planned work.

90. UNPLANNED WORK

Unplanned work is work of an immediate and urgent nature, including but not limited to emergency incidents

91. OVERTIME

Overtime will be paid:

- for any time worked undertaking unplanned work in excess of 10 hours continuous work (whether planned or unplanned, and excluding unpaid meal breaks) on a weekday; or
- when directed by a senior officer to undertake work at an Incident Management Team or to support the resourcing or management of incidents. In these circumstances overtime will be paid in the same manner as it is paid to all other non-rostered shift employees; or
- where a District Officer is recalled to work unplanned work in line with the recall provisions for District Officers and;
 - unplanned work commences after a District Officer has already worked 8 hours on any day and has ceased work and returned home; or
 - unplanned work occurs on a weekend day or public holiday, unless the unplanned work occurs during a period that the District Officer had planned to work; or
 - unplanned work commences after 1800 hours on a weekday where the District Officer had ceased work in order to reduce either TOIL or accumulated hours.

Subject to mutual agreement, overtime hours may be taken partly or wholly as TOIL on an hour for hour basis.

92. RECALL

The following recall provisions are to apply where a District Officer undertakes unplanned work;

- Where a District Officer is required to physically attend the workplace (e.g. the incident site, fire station, District Office, Regional HQ, State HQ, other emergency service centre), the District Officer will be paid overtime for all time worked with a minimum period of 2 hours at double the employee's normal rate of pay.
- Where a District Officer is required to undertake in excess of 20 minutes unplanned work at home, the District Officer will be paid overtime for all time worked with a minimum period of 1 hour at double the employee's normal rate of pay.
- Should a further recall occur within the relevant minimum period (2 hours or 1 hour as appropriate), a further recall will not be incurred. Instead the employee is to be paid at double the employee's normal rate of pay for actual time worked to the nearest quarter of an hour after the completion of the work.

93. MANAGING TIME

A District Officer is expected to manage their working hours to ensure that an average of 40 hours per week planned work is undertaken. In order to achieve this, a District Officer is expected to take time off during the week.

In order to manage reasonable working hours and an average 40 hour week, where a District Officer is not managing time effectively they may be directed to take time off by their manager.

94. RECORDING OF HOURS

In order to manage planned work, unplanned work, overtime arrangements and the balancing of a 40 hour week, District Officers are to prepare a work plan for each week that outlines planned hours of work and planned time off. This work plan is to be provided to the Regional Chief or relevant manager. At the end of each fortnight, the District Officer is to provide a timesheet to the Regional Chief or relevant manager which has been completed in an approved format.

95. MAXIMUM ACCUMULATION OF HOURS

Under the above provisions for District Officers, a District Officer can accumulate hours either by:

- working in excess of an average 40 hours in any week (accumulated hours); or
- taking time off in lieu of overtime (TOIL).

The maximum combined number of accumulated hours and TOIL hours that an employee is able to have at any point of time is 40 hours. Where an employee has more than 40 hours accumulated, any additional accumulated hours will be forfeited and TOIL will not be able to accumulate, but will be paid as overtime.



SECTION C(4) FIRECOMM

This section applies only to employees occupying positions in Firecomm.

96. CLASSIFICATION STRUCTURE

- a) The parties agree that the classification structure for employees in Firecomm will be varied to remove the classification of Senior Communications Officer and replace it with the classification of Supervisor – Communications with a classification relativity of 120%.
- b) A new classification of Leading Communications Officer is created with a classification relativity of 109%.
- c) The classification definitions for these positions are:

Supervisor – Communications

Under limited supervision and direction, exercises initiative and judgement in supervising the effective operation of the state-wide control room and related activities. Develops, implements and evaluates policy and programs in relation to control room activities and training.

Leading Communications Officer

Under limited supervision expected to undertake all control room tasks and operate all equipment to an advanced skill level. Required to employ an independent approach and initiative in relation to training and assessment and the performance of functional activities. May be required to take charge of the communications centre during periods of high operational activity. Is qualified to act as Supervisor – Control Room and to apply for permanent appointment to this position. (1999)

- d) The following definitions are to apply for the purposes of the classification set out in subclause c) above:

'Limited direction'

- i) Means where employees working under limited direction are provided with a clear statement of overall objectives and resources available. In conjunction with their more senior employee they decide on projects and assignments to be carried out and set deadlines.
- ii) The employee is fully competent and very experienced in a technical sense and requires little guidance during the performance of assignments. The employee would have authority to plan and carry out assignments, using some latitude in approach to achieve the desired objectives.
- iii) Completed work is reviewed only in terms of flexibility, compatibility with other work, or effectiveness in meeting defined objectives.

'Limited supervision'

- i) Means where employees working under supervision would be expected to have a broad knowledge of the work and wide experience. They perform work in accordance with broadly based standing instructions. In a technical sense, the employee is a fully competent employee and very experienced requiring little guidance.



- ii) The employee is expected to report on the work of the area when required. The area's progress and performance would normally only be inspected at irregular intervals. The standard of performance of the area is kept under review.

97. PROMOTION AND ADVANCEMENT

Promotion to the position of Leading Control Room Operator is to be made from Control Room Operator, after successful achievement of competencies established by the Tasmania Fire Service, to a vacant position on merit.

Promotion to the position of Supervisor – Control Room is to be made from Leading Control Room Operator, after successful achievement of competencies established by the Tasmania Fire Service, to a vacant position on merit. (1999)



PART D - MISCELLANEOUS PROVISIONS

98. CLEANING OF UNIFORMS AND PROTECTIVE CLOTHING

The employer is to pay the cost of cleaning or laundering the protective clothing of an employee provided such cleaning becomes necessary due to emergency responses, fire prevention or safety activities or training activities and if approved by the officer in charge of the shift. (1997)

99. REISSUED CLOTHING

The employer is to ensure that any clothing to be reissued has been fumigated, cleaned and is in good order. (1997)

100. UNION MEETINGS

General meetings of the United Firefighters Union may be held on-station provided such meetings do not prejudice scheduled activities, at times and dates agreed to by the Brigade Chief. (1997)

This Agreement is made at Hobart on this day of 2015.

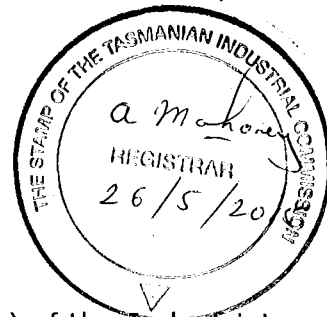
to & on behalf of

SIGNED BY
Minister administering the *State Service Act 2000*

Laurie O'Sullivan

SIGNED FOR AND ON BEHALF OF
Secretary, United Firefighters Union of Australia Tasmania Branch

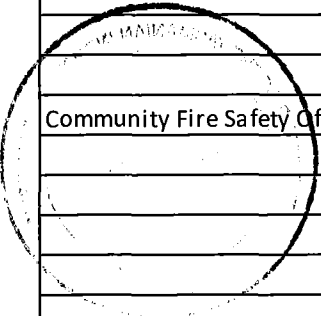
Ray Woods



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

APPENDIX A - SALARIES PAYABLE

<i>Classification</i>	<i>% Relativity</i>	<i>2% wef ffpp commencing on or after 1/12/14</i>	<i>2% wef ffpp commencing on or after 1/12/15</i>
Trainee Firefighter	75	\$ 54,488	\$ 55,577
Firefighter after 6 months	80	\$ 58,120	\$ 59,282
Firefighter after 12 months	85	\$ 61,753	\$ 62,988
Firefighter after 24 months	90	\$ 65,385	\$ 66,693
1st Class Firefighter	100	\$ 72,650	\$ 74,103
Senior Firefighter	105	\$ 76,283	\$ 77,808
Leading Firefighter	109	\$ 79,189	\$ 80,772
Station Officer	120	\$ 87,180	\$ 88,924
Station Officer Grade 1 (Interim Classification only)	123	\$ 89,360	\$ 91,147
Senior Station Officer	125	\$ 90,813	\$ 92,629
District Officer		\$ 105,160	\$ 107,263
Trainee Communications Officer	75	\$ 54,488	\$ 55,577
Communications Officer after 6 months	80	\$ 58,120	\$ 59,282
Communications Officer after 12 months	85	\$ 61,753	\$ 62,988
Communications Officer after 24 months	90	\$ 65,385	\$ 66,693
Communications Officer after 36 months	100	\$ 72,650	\$ 74,103
Leading Communications Officer	109	\$ 79,189	\$ 80,772
Supervisor Firecomm	120	\$ 87,180	\$ 88,924
Community Fire Safety Officer 1	CSO1-R1-1	\$ 59,396	\$ 60,584
	CSO1-R1-2	\$ 60,606	\$ 61,818
	CSO1-R1-3	\$ 61,818	\$ 63,054
	CSO1-R1-4	\$ 63,014	\$ 64,274
	CSO1-R1-5	\$ 64,652	\$ 65,945
	Advancement Assessment Point		
	CSO1-R2-1	\$ 66,669	\$ 68,002
	CSO1-R2-2	\$ 67,881	\$ 69,239
	CSO1-R2-3	\$ 69,647	\$ 71,040
	Promotion		
Community Fire Safety Officer 2	CSO2-R1-1	\$ 66,669	\$ 68,002
	CSO2-R1-2	\$ 67,881	\$ 69,239
	CSO2-R1-3	\$ 69,647	\$ 71,040
	Advancement Assessment Point		
	CSO2-R2-1	\$ 71,513	\$ 72,943
	CSO2-R2-2	\$ 72,722	\$ 74,176
	CSO2-R2-3	\$ 74,612	\$ 76,104
	CSO2-R2-4	\$ 77,108	\$ 78,650
	Promotion		
Community Fire Safety Officer 3	CSO3-R1-1	\$ 79,932	\$ 81,531
	CSO3-R1-2	\$ 81,531	\$ 83,162
	CSO3-R1-3	\$ 83,592	\$ 85,264



APPENDIX B - TIME OFF IN LIEU POLICY

Employees required to participate in activities outside the normal rostered hours of duty may elect to take paid overtime or TOIL.

Tasmania Fire Service may survey employees to determine what the choice of each employee is to be, and then decide whether or not to proceed with a particular program as detailed below.

Time off in lieu may be accumulated during participation in:

- off-roster training programs;
- Tasmania Fire Service approved committees, workshops and seminars;
- CISD team member activities; and
- community programs including Juvenile Fire Lighter Intervention Program, Community Fire Guard, Senior Fire Education and other programs as agreed between Tasmania Fire Service and the United Firefighters Union.

Each employee who elects to accumulate TOIL for these activities is to:

- complete an approved TOIL record form and forward it to the officer in charge of the shift;
- accumulate no more than 42 hours TOIL (CISD team members excepted);
- take all accumulated TOIL before that employee's return to duty from his or her next rostered annual leave; and
- take all TOIL prior to resignation or retirement from Tasmania Fire Service.

Except in cases of emergency, staff taking TOIL are not to be recalled to duty.

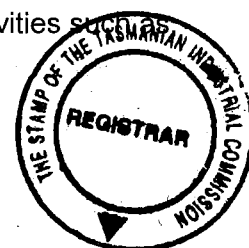


APPENDIX C - PAYMENT TO ROSTERED SHIFT WORKERS FOR VOLUNTARY ATTENDANCE AT MEETINGS

The following conditions apply where a rostered shift worker volunteers to participate in an authorised meeting:

1. Attendance at authorised meetings is not to attract TOIL unless prior mutually agreed arrangements have been made.
2. Payment for attendance is made at single time on an hourly basis.
3. The maximum paid hours for any meeting is to be twelve (12) hours, including travelling time.
4. Payment is to be calculated to the nearest half hour except where a meeting is less than three hours duration. In this case, payment is to be made to the next full hour, for example 2 hours 16 minutes becomes 3 hours.
5. Payment is only to be made on the completion of the prescribed attendance form and pay variation form.
6. Convenors of meetings are to be responsible for the time frames of all meetings.
7. Employees are only entitled to normal pay for meetings attended in their normal working hours.
8. Travelling is to be paid at single time on a set basis as follows:

• Hobart / Launceston return	4.5 hours
• Devonport / Launceston return	2.25 hours
• Burnie / Launceston return	3.5 hours
• Devonport / Hobart return	7 hours
• Burnie / Hobart return	8 hours
10. Authorised meetings include:
 - OH&S;
 - State Consultative Committee and official Working Parties;
 - Corporate Planning;
 - Career Training Advisory Committee;
 - Operational Resources and Services Committee and official working parties;
 - Fire Investigation;
 - Juvenile Firefighter Intervention Program (including workshops and case meetings)
 - Any work associated with the implementation of youth justice outcomes including community conferences, formal cautions, informal cautions, and diversionary processes;
 - Committees
 - Approved workshops/seminars relating to Tasmania Fire Service activities such as:
 - Product evaluations/demonstrations,
 - Corporate planning



- Optional development courses
 - Courses not covered by education leave and courses outside the Australian Fire Competencies curriculum/TFS Paypoint Schedule, where personnel have been invited to attend or expressions of interest have been called, eg Public Sector Management Course or Emergency Management Australia courses.
- Public relations events
 - Career expos
 - Shows
 - Agfest
 - Demonstrations to public such as Technical Rescue Skills and Aerial Appliance activities.
- Firefighter Recruitment Process
- Selection Panels; and,
- Other meetings as approved by the Brigade Chief.

Note: All single time payment is for voluntary attendance or participation. When employees are directed to attend, award conditions apply.

The provisions of this clause are not to apply to:

- participation in training activities that are to result in the acquisition of competencies required within the TFS Paypoint Schedule; and
- participation in workshops or activities, the purpose of which is to enable an employee to gain or maintain a competency so that the employee can train another employee in a competency that is contained in the TFS Paypoint Schedule.



APPENDIX D - MINOR REPAIRS AND PREVENTATIVE MAINTENANCE

Vehicles

- Replacement of minor parts (fuses, globes, lenses)
- Minor painting of compartments
- Changing of flat tyres (other than major appliances)
- Checking of levels (oil, water, air)

Equipment

- Painting, varnishing
- Minor adjustment
- Replacement of minor parts (plugs, filters, cords)

Buildings

- Minor painting, (door, window, cupboard)
- Minor repairs (loose hinges, door locks, chair legs)
- Minor replacements (light bulbs, fuses, knobs)





APPENDIX E - DAILY WORK PROGRAM

Day Shifts – all (except Good Friday, Anzac Day & Christmas Day)

		Hours
0800 – 1800	Emergency Incidents Team Training – structured Community Safety Maintenance – routine & general Breaks 90 minutes	8
	Emergency Incidents Professional Development – non structured Fitness/wellness activities	2

Nights Shifts – Monday – Friday

1800 – 2200	Emergency Incidents Team Training – structured Community Safety Maintenance – routine & general Break 15 minutes	3
	Emergency Incidents Professional Development – non structured Fitness/wellness activities	

2200-0700	Emergency Incidents /Stand down	1
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0700-0800	Emergency Incidents, Maintenance - routine and general	1
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Day Shifts - Good Friday, Anzac Day & Christmas Day

0800-1700	Emergency Incidents Maintenance - routine & general Stand down	1
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1700-1800	Emergency Incidents, Maintenance - routine & general	1
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Nights Shifts – Good Friday, Anzac Day, Christmas Day, Saturday & Sunday

1800-0700	Emergency Incidents Maintenance - routine & general Stand down	1
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0700-0800	Emergency Incidents, Maintenance - routine & general	1
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NOTES:

1. **Lunch Break** - 60 minutes between 1200 and 1400 hours
2. **Community safety** - activities include inspections, evacuations, community training and education programs and similar community fire safety activities.
3. **Maintenance – routine and general** – includes maintenance of stations, appliances and equipment including hose and breathing apparatus.
4. **Emergency Incidents** - includes all essential pre- and post-incident activities to ensure a state of readiness at all times.