Tasmania Fire Service Uniform and Workwear Agreement 2008

between the

Tasmania Fire Service

and the

United Firefighters Union of Australia (Tasmania Branch)

1. TITLE OF AGREEMENT

This agreement is to be known as the Tasmania Fire Service Uniform and Workwear Agreement 2008.

2. PARTIES TO THE AGREEMENT

The parties to the Agreement are the United Firefighters Union of Australia (Tasmania Branch) (UFU) and the Tasmania Fire Service (TFS).

3. APPLICATION

This Agreement applies to all members occupying positions classified under the *Tasmanian Fire Fighting Industry Employees Award 2000.*

4. TERM OF THE AGREEMENT

This Agreement will take effect from the date on which it is signed by the parties and will cease when it is replaced with a new agreement.

5. SUPERSESSION

This agreement supersedes all uniform and workwear provisions previously contained in the *Tasmania Fire Service Employees Enterprise Bargaining Agreement 2004*. The parties agree that uniform and workwear entitlements and provisions will not be claimed for or negotiated as part of any future industrial agreements.

6. DEFINITIONS

'Agreement' means the Tasmania Fire Service Uniform and Workwear Agreement 2008.

'As and when required' means when an item of clothing is worn out, damaged or unserviceable.

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

'Employee' means a person whose conditions of employment are covered by the *Tasmanian Fire Fighting Industry Employees Award*.

7. ENTITLEMENTS

Employees are to receive uniform and workwear as set out in the schedules to this agreement.

Schedule 1 - Employees in Career Brigades

Schedule 2 - Employees in Field Operations and Regional Learning and Development

Schedule 3 - District Officers

Schedule 4 - Employees in Community Fire Safety (to be negotiated and appended to this agreement)

Schedule 5 - Employees in Firecomm (to be negotiated and appended to this agreement)

8. RECORDING SYSTEM

A recording system is to be established that tracks the date on which clothing items have been issued to employees.

9. RESOLUTION

From time to time an employee or supervisor may have a concern regarding the replacement or non-replacement of an item of uniform or clothing. Should this occur, the appropriate way

for the concern to be resolved is through the TFS Resolution Process (available on TFS intranet). Employees have, at all times, the right to seek advice from their union.

10. REVIEW OF THE SYSTEM

The provisions for uniform and workwear are to be reviewed on a regular basis, at least every 4 years, to ensure that:

- the level and type of clothing issued are appropriate; and
- clothing quality, costs and durability meet the expectations of the parties that existed at the date on which this agreement was signed.

11. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

In the event of the agreement being disputed, the parties will take all steps to resolve the issues through internal processes. Where resolution cannot be achieved, the matter will be referred to the relevant industrial tribunal.

This Agreement is made at Hobart on this 7 day of February 2008.

SIGNED BY

Chief Officer, Tasmania Fire Service

SIGNED BY

Secretary, United Firefighters Union of Australia (Tasmania Branch)

Schedule 1 - Employees in Career Brigades

On commencement of Trainee Firefighter training:

One uniform polycotton light blue shirt, one uniform polycotton navy blue pair of trousers, three sets of cotton workwear, four t-shirts, one pullover, one broad-brimmed hat, one belt, four pairs of socks, one pair of sports shoes, and one pair of safety shoes or boots are to be issued on commencement of Trainee Firefighter training.

On commencement of operational duties:

Four sets of nomex viscose navy blue work wear, and one polar fleece jacket are to be issued on commencement of operational duties.

On commencement of employment (other than those employees commencing work as a Trainee Firefighter)

One uniform polycotton light blue shirt, one uniform polycotton navy blue pair of trousers, four sets of nomex viscose navy blue workwear, four t-shirts, one pullover, one polar fleece jacket, one broad-brimmed hat, one belt, four pairs of socks, one pair of sports shoes, and one pair of safety shoes or boots are to be issued on commencement of employment.

<u>Issued on an annual basis (during the October to December quarter) after the commencement of operational duties:</u>

Four t-shirts and four pair of socks are to be issued on an annual basis.

Replacement on an 'as and when required' basis

All items of uniform and workwear are to be replaced on an as and when required basis following inspection and approval of the replacement by an employee's manager. Any item with a TFS logo is to be physically returned and destroyed.

Transitional Arrangements

The entitlement to nomex viscose workwear will be introduced over the 2007/08 and 2008/09 financial years as follows:

- Two sets of nomex viscose navy blue workwear as soon as possible in the 07/08 financial year; and
- Two sets of nomex viscose navy blue workwear in the first quarter of the 08/09 financial year.

As of the date of signing this agreement, all clothing that has already been issued to career brigade employees will be replaced on an 'as and when required' basis.

Schedule 2 - Employees in Field Operations and Regional Learning and Development

When an employee commences duties in field operations and regional learning and development, the employee will be issued with sufficient uniform polycotton light blue shirts and navy blue trousers to enable the employee to effectively undertake their duties.

During the transition phase, employees in field operations and regional learning and development will be subject to the same transitional arrangements as those that apply to employees in career brigades.

Schedule 3 - District Officers

A District Officer is to be issued with sufficient items of poly cotton clothing and any other items required by the employee to undertake the duties and responsibilities of the position of District Officer.

Schedule 4 - Employees in Community Fire Safety

The parties will negotiate appropriate provisions for employees in Community Fire Safety. On finalisation of these provisions, they will be included in this schedule.

Schedule 5 - Firecomm

The parties will negotiate appropriate provisions for employees in Firecomm. On finalisation of these provisions, they will be included in this schedule.